

**Heritage Landing
Community Development District**

**Board of Supervisors' Meeting
March 12, 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 Alan Fernandez Robert Och Achara Tarfa Michael Taylor	Chairman Vice Chairman Assistant Secretary Assistant Secretary 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 Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these 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.

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 2806 N. FIFTH STREET • UNIT 403 • ST AUGUSTINE, FL 32084 • 904-436-6270

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March 5, 2020

Board of Supervisors Heritage Landing Community Development District

Dear Board Members:

AGENDA

The regular **meeting** of the Board of Supervisors of the Heritage Landing Community Development District will be held on **Thursday, March 12, 2020 at 10:00 a.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092. The following is the agenda for this meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Board of Supervisors' Regular Meeting Minutes held on February 13, 2020.....Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for January 2020.....Tab 2
 - C. Acceptance of Annual Audit Report, Year Ending September 2019.....Tab 3
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Security Update
 - 1.) Giddens Security Report, March 4, 2020.....Tab 4
 - D. Landscape and Maintenance
 - 1.) BrightView Landscape Report, March 2, 2020.....Tab 5
 - 2.) Consideration of Swallowtail Lane Landscape Proposal.....Tab 6
 - 3.) Consideration of Island Tip near Rivers Own Road Landscape Proposal.....Tab 7
 - E. Amenity Center and Field Maintenance
 - 1.) Amenity Facility Manager Report, March 12, 2020.....Tab 8
 - 2.) Field Maintenance Manager Report, March 3, 2020.....Tab 9
 - i.) Update on Structural Engineer Report
 - 3.) Charles Aquatics Pond Report, February 24, 2020.....Tab 10
 - F. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Audit Committee Recommendation
 - B. Discussion Regarding Soccer Programs
 - C. Consideration of Rodent Control Proposals.....Tab 11
 - D. Consideration of Sidewalk Grinding Proposals.....Tab 12
 - E. Discussion Regarding additional FPL Street Lights
 - F. Discussion Regarding Community Trash Receptacles
6. **AUDIENCE COMMENTS AND 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.

CALL TO ORDER / ROLL CALL

**AUDIENCE COMMENTS
ON AGENDA ITEMS**

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 regular meeting of the Heritage Landing Community Development District was held on Thursday, February 13, at 6:00 p.m. at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

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
Lourens Erasmus	Field Operations Manager, Vesta
Dan Fagen	Director of Operations, Vesta
Billy Buerki	Representative, Brightview Landscaping
Josh Potts	Director of Operations, Giddens Security

Audience Members	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Fleming called the meeting to order at 6:03 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of the Board of Supervisors'
Regular Meeting held on January 9, 2020**

On a motion by Mr. Och, seconded by Mr. Fernandez, with all in favor, the Board approved the minutes of the Board of Supervisors' Regular Meeting held January 9, 2020 for Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for December
2019**

On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board approved the Operation and Maintenance Expenditures for December 2019 in the amount of \$89,376.78 for Heritage Landing Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Haber updated the Board that his firm is continuing to review new legislation to see what may impact CDDs.

B. District Engineer

Not present.

The Board requested the District Engineer attend the March meeting and inspect the RV lot with Mr. Erasmus so he is aware of issues.

C. Landscape and Maintenance

1.) Brightview Landscape Report, February 3, 2020

Mr. Buerki reviewed the report under tab 3 and informed the Board that they should consider next Fiscal Year to remove some of the mulch that has built up over the years around the roots of plants and trees. After discussion, the Board directed Mr. Buerki to have two annual flower beds relocated to another location within the roundabout.

D. Amenity Center and Field Maintenance

1.) Amenity Manager Report, February 13, 2020

Ms. Naumann reviewed report and Mr. Fagen introduced Russ Ruben who will assist in hosting events for Vesta.

Hammerhead representatives requested a time they could set up the night before for their meets so they do not interfere with night swimming. The Board authorized the Hammerheads could start setting up at 9:00 p.m.

2.) Field Maintenance Report, February 3, 2020

3.) Charles Aquatics Pond Report, January 15, 2020

Mr. Erasmus reviewed both reports under tab 5 and under tab 6 of the agenda. He also updated the Board of Supervisors' that the Structural Engineer came today to review slide tower, which he will provide a final report in a couple weeks. In the meantime, it was recommended to have welding work completed on handrails. Discussions ensued.

On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board approved a not to exceed \$10,000.00 for Welding Tower Repairs with District Counsel Approving a Final Agreement and Authorization for the Chairman to Execute, for Heritage Landing Community Development District.

Mr. Erasmus then updated that he received an FPL agreement to add two (2) additional street lights at no cost, which he will have the Chairman execute.

Mr. Erasmus presented SlideRenu proposal (Exhibit A) to repair and seal the waterslide. Discussions ensued.

On a motion by Mr. Fernandez, seconded by Ms. Tarfa, with all in favor, the Board approved SlideRenu proposal in the amount of \$11,934.00 with the Complementary Interior Polish and Wax to be Serviced Spring 2021, for Heritage Landing Community Development District.

Mr. Erasmus then presented three proposals for pool paver grinding (Exhibit B). Discussions ensued.

On a motion by Mr. Fernandez, seconded by Ms. Tarfa, with all in favor, the Board approved Epic Pools proposal in the amount of \$6,000.00 for Heritage Landing Community Development District.

Lastly Mr. Erasmus presented two CES Repair proposals (Exhibit C) for both ADA pool lifts.

On a motion by Mr. Fernandez, seconded by Ms. Tarfa, with all in favor, the Board approved both CES proposals in the amount of \$2,152.21 each for Heritage Landing Community Development District.

Mr. Erasmus also updated the Board that he is working on proposals for sidewalk grinding and rodent control.

E. Security Update

Giddens Security Report, February 13, 2020

Mr. Potts reviewed report under tab 7 of the agenda. The Board of Supervisors' discussed importance of guards checking minor ID's consistently.

F. District Manager

Ms. Dobbins updated the Board of Supervisors' that recycle cost has gone up over three hundred percent and their fee of \$18.00 a month went to \$70.00 monthly. Discussions ensued.

On a motion by Mr. Och seconded by Mr. Fleming, by majority vote, with Ms. Tarfa opposed, the Board approved removing recycle services from contract due to high cost and low usage for Heritage Landing Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2020-03,
Conducting the General Election**

On a motion by Mr. Fleming, seconded by Mr. Fernandez, with all in favor, the Board Adopted Resolution 2020-203, Conducting the General Election for Heritage Landing Community Development District.

SEVENTH ORDER OF BUSINESS

Discussion on Vesta Contract with District

Discussion ensued regarding questions, concerns and comments on Vesta amenity services. No action was taken.

EIGHTH ORDER OF BUSINESS

**Supervisors Request and Audience
Comments**

No supervisor request.

An audience member had a comment regarding new Amenity Management.

NINTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Fernandez, seconded by Mr. Fleming, with all in favor, the Board adjourned the meeting at 8:30 p.m. for Heritage Landing Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A



WATERSLIDE RESURFACING PROPOSAL
PROPOSAL #1367P.02.20.WS.0
Heritage Landing – St. Augustine, FL

SlideRenu[®]

AquaShield Products, LLC
5896 Chandler Court
Westerville, Ohio USA 43082
Sales: 614.948.2554
Technical: 440.781.0051
12 February 2020

SlideRenu®

Make Every Day Look Like Opening Day!™

12 February 2020

Mr. Lourens Erasmus
VESTA PROPERTY SERVICES
370 Heritage Landing Parkway
St. Augustine, FL - 32092
USA

Dear Lourens,

SlideRenu® is pleased to submit a turnkey proposal for all labor, supervision, equipment, materials and the performance of all work necessary to resurface and/or repaint the water slide(s) and any other service item(s) noted in Exhibit A. located at the HERITAGE LANDING COMMUNITY POOL.

A. Coating & Joint Re-Caulking Process

Resurface the interior ride path surfaces of the water slide with our proprietary SlideRenu Aquatic coating system; ColorShield™ UV4 solid color PolySilox gelcoat fiberglass coating and clear chlorine resistant high gloss clear gelcoat sealer, ChlorShield™ GCS12. Paint exterior surfaces with ColorShield™ UV4 PolySilox gelcoat which has excellent adhesion to porous “chop spray” exterior fiberglass surfaces without the need of a primer. Re-caulk interior riding path slide joints as necessary.

The detailed process that we will follow for resurfacing the interior ride path and painting the exterior surface of your slide(s) is as follows.

PLEASE NOTE: Not all processes described below may apply to your project. These processes are listed solely to inform you of our full service capabilities. See Exhibit A. for your specific scope of work, coatings to be used and additional repairs to be completed.

A.1: Interior Riding Path Surface

The detailed process for resurfacing the interior ride path is described below.

- (1) Remove all calcium build-up, dirt, grime and suntan oils from the interior surface using SlideRenu descaling solution, Calcitrol™ and SlidePrep™, a PH neutral professional grade wax remover and degreaser specifically formulated to remove wax, suntan oils, body lotions and tough surface contaminants on water slides to ensure adhesion of our coatings to fiberglass surfaces.
- (2) Sand the interior ride path in a “cross hatch” pattern to create an adequate adhesion profile for the SlideRenu Aquatic coating system.
- (3) Remove all powder and dust created from sanding the surface with a high pressure air hose, commercial vacuum cleaner and/or pressure washer.

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- (4) Wipe the interior ride path surface with a fast evaporating solvent-based surface cleaner and adhesion promoter prior to applying the ColorShield™ UV4 PolySilox gelcoat. See attached standard color card. There is a \$ 200 color match fee (per color) for colors not shown on the color card. Depending on the age, color and condition of the slide, our deep penetrating fiberglass primer, ABC Primer™, may be applied prior to the application of the ColorShield™. Slides +20 years old and color changes will require our ABC Primer.
- (5) Apply 1 coat of ColorShield™ UV4 PolySilox gelcoat on the interior ride path in accordance with the application process and coverage rates specified by the manufacture.

PLEASE NOTE: We do not resurface the entire 360° interior surface
of closed flumes unless specified in Exhibit A.

- (6) Apply 1 coat of ChloroShield™ gelcoat clear sealer over properly cured ColorShield™ on organic pigment colors such as shades of orange, yellow, pink, greens, red and purple. ChloroShield gelcoat sealer prevents excessive fading of bright colors from chlorine and UV degradation.
- (7) Wet-sand ChloroShield™ to remove any undesirable surface imperfections, airborne contaminants and positive or negative profiles that may arise after the final curing stage.

PLEASE NOTE: All interior surface coatings shall be sprayed unless the applicator determines
that weather and other job site conditions preclude the use of spray equipment.

- (8) If surface needs further smoothness, wax the interior riding surface using a high-speed buffer to create a smooth, high gloss, slippery finish using SlideWax™ professional polymer wax and SlideGloss™ spray on finishing wax, fortified with Teflon®. These maintenance products may be purchased directly from SlideRenu to protect your slides for years to come.

A.2: Exterior Surface

The detailed process for repainting the exterior surface is described below.

- (1) Remove dirt, grime and other surface contaminants using a pressure washer and a low PH descaling solution, Calcitrol™ and SlideDetergent™, a high PH surface degreaser specifically formulated to remove leaf stains, bird droppings and tough surface contaminants on water slides.
- (2) Remove surface rust from the slide bolts exposed on all exterior fiberglass flanges using a wire wheel/brush and spot prime, if necessary, with SlideRenu stainless steel RustShield™ rust-inhibitor coating.
- (3) Wipe the exterior surface with a fast evaporating solvent-based surface cleaner and adhesion promoter prior to applying the polysiloxane high gloss solid color coating.
- (4) Apply 1 coat of ColorShield™ UV4-GC12 high gloss solid color coating on the exterior surfaces in accordance with the application process and coverage rates specified by the manufacture.

A.3: Interior Ride Path Seams

The detailed process for re-caulking the interior ride path slide seams is described below.

- (1) Remove loose, missing or worn slide joint caulk and wipe seams with a solvent-based caulk adhesion promoter. PLEASE NOTE: We do not re-caulk all seams unless included in Section in Exhibit A.

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- (2) Where possible, using a utility knife, create a V-shape caulking groove in the slide joint to ensure placement of the caulk. Joints that are permanently sealed with resin/hard-cured sealant require grinding and will not be re-caulked unless specified in Section F.
- (3) Re-caulk joints with the slide manufacturers' or industry standard replacement caulk such as SikaFlex® 291 Fast Cure. (PLEASE NOTE: These caulking compounds have a cure time of 1-3 days and remain semi-pliable when fully cured.)

B. Certified Applicator

SlideRenu will appoint one of its certified applicators to perform all the work. We will notify the customer with the contact info of the on-site foreman not less than 5 days prior to starting the work. All of our technicians are OSHA certified and registered in the E-Verify program.

C. Job Site Access & Safety Precautions

Our technicians may access the water slides using ladders, self-erected scaffolding and/or man-lifts. Our certified applicators will carry adequate Worker's Compensation Insurance during the entire project. The work will be performed during the approved work hours as determined by the customer which will not be less than 10 hours/day.

Our technicians shall at all-times keep the premises free from accumulation of waste materials or rubbish caused by performing the work. Upon completion of the work, waste materials, rubbish and tools, equipment, machinery and surplus materials shall be removed from the job site. All building surfaces and work areas will be left "broom clean".

D. SlideRenu Surface Preparation Products

All water slide surfaces will be properly prepared with SlideRenu cleaning products and/or other commercial surface prep products which meet or exceed current environmental regulations, i.e. biodegradable, contain no lead, human safety, non-hazardous material disposal, etc. The surface preparation products will be applied in accordance with the surface prep application instructions provided by the manufacturer of the cleaners. Our certified applicators will have sole discretion over the type and brand of surface preparation products to be used on the slide.

E. Coating Specifications

The coatings will be applied in accordance with the application instructions provided by the manufacturers to ensure the long-term performance of the coating.

SlideRenu aftermarket waterslide coatings are formulated to form a chemical bond with existing gelcoat surfaces that, when cured, out-perform factory-applied epoxy resin gelcoat. The SlideRenu coating system penetrates deep into factory applied gelcoat and fills-in the microscopic porous fiberglass cavities to retard oxidation and chalking. The coating system will be sprayed only by qualified technicians.

Our coatings have been formulated especially for use on all types of color-faded gelcoat water slide surfaces. The coatings contain high-solid resins; low VOC's (fumes) or zero lead and have outstanding resistance to abrasion caused by riders, mats, tubes, etc. Unlike factory applied epoxy gelcoat or off the shelf marine gelcoat, SlideRenu fiberglass coatings are CHLORINE RESISTANT and suitable for pool water immersion and have excellent resistance to ultra violet light degradation. ChloroShield™, clear chlorine resistant high gloss gelcoat sealer was developed by SlideRenu to address the premature color fading of off the shelf marine gelcoats used by most contractors, especially bright colors such as red, orange, green and pink. ChloroShield™ gives you an added envelope of protection against color fading not available in off the shelf marine epoxy resin gelcoat. SlideRenu fiberglass coatings will provide a long-term WET-LOOK SHINE and color retention to all color-faded gelcoat water slide surfaces reducing, or in some cases, eliminating the need to polish the slides more than once each year. With proper maintenance the coating system should last about seven (7) years. The

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slides may also be resurfaced anytime they begin to look weathered or at the discretion of the water park management. The recoat time period depends upon the annual usage, i.e. wear and tear, volume of riders, operating hours, etc., of the slide and a variety of environmental factors that are specific to your particular geographic area.

SlideRenu fiberglass coatings and maintenance products have been specifically formulated to outperform marine polyester gelcoat and resist color fading. Most water slide applicators use off-the-shelf marine polyester gelcoat or automotive paints which are not suited for chlorine water immersion or abrasion from riders and, as a result, these coatings prematurely fade, chalk, turn yellow and peel after one season.

You can be sure that your slides will be resurfaced and protected with the most technologically advanced coating system in the water park industry today. We guarantee our coatings will protect your water slides for years to come (see Limited Product Warranty on our website at www.SlideRenu.com to view a copy online).

F. Optional Repairs, Services & Colors

During the course of our work, we may recommend other repairs to your slides for safety and structural reasons that are outside the scope of work defined in Exhibit A. You are under no obligation to accept any of our recommendations and we will not move forward on any of our recommendations without written approval from you.

Optional costs, if not covered in Exhibit A, will be charged at the following on-site job rates:

- Re-Caulk Interior Joints: \$25/Seam
- Permanently Seal Seams with PermaSeam™ Seamless Fiberglass System: \$ 300/Seam (36" width) PermaSeam™ is backed by a 3-YEAR WORKMANSHIP WARRANTY and a 5-YEAR NO-LEAK GUARANTEE. Please Contact Us for a Custom PermaSeam™ Quotation.
- Additional Repairs Using Fiberglass Resin/Gelcoat: \$ 150/Hour/Technician (Includes Materials). PLEASE NOTE: Water slides 20+ years old and/or water slides that have been recoated or repainted numerous times typically require structural fiberglass repairs which cannot be determined until we are on-site. We will provide you with a quotation prior to undertaking any work we recommend outside the original scope of work contained in Exhibit A.

A custom color match fee of \$ 200/color may apply if you choose a color that is not on our standard Color Chart (See Attached Exhibit B). Please indicate your color selection on the Color Selection Approval Form – Exhibit D.

G. Optional Annual Maintenance Contract

If you don't have sufficient in-house resources to get your slide ready for opening day or to properly close down your slide at the end of the season, we can provide you with an annual maintenance contract. The scope of work includes cleaning, descaling, polishing, high-speed waxing all interior surfaces, re-caulking all ride path seams and repairing MINOR interior surface imperfections with fiberglass polyester resin. Discounts are available for multi-year contracts. Please contact us for a custom quote.

H. Work Completion Time

Our work completion time estimates are contingent upon a minimum of 8 hours/day of unrestricted access to the job site, uninterrupted supply of service utilities and suitable weather conditions for applying caulking, coatings and other temperature sensitive materials. Customer is responsible for providing waste removal bins.

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I. Payment Terms

Due to upfront financial commitments with other vendors associated in this project, our standard payment terms are; (1) 50% down payment and (2) balance due upon completion of the project and delivery of our invoice. A 4% credit card processing fee will be assessed on the total amount charged when paying by credit card. However, we will comply with most municipal payment terms if they are not too restrictive.

If the project cannot be completely finished due to weather or other mitigating circumstances but the slide can put into operation, then the customer may hold-back up to 10% of the total project price until the open punch list items are completed by our certified applicator. If the project is cancelled by the customer for any reason, the customer agrees to pay for all the non-returnable custom made coatings, surface prep products shipped to the job site and 10% of the total project value as noted on Exhibit A. to compensate the certified applicator for loss of revenue.

J. Prices & Terms Validity

The prices and terms quoted in this proposal are subject to acceptance by an authorized representative and are valid until 12/31/2020, provided our application crew is working in Florida at the time this Proposal is accepted.

K. Insurance

If requested, SlideRenu will furnish a Certificate of Commercial General Liability & Worker's Compensation Insurance evidencing such coverage and naming the contract holder as an additional insured beneficiary.

L. Standard Warranty

SlideRenu will provide a THREE (3) YEAR interior and FIVE (5) YEAR exterior warranty at the completion of the project which warrants the PERFORMANCE OF THE COATINGS used on the project against excessive; color fading, loss of gloss and chalking. If the product fails to perform in this manner, SlideRenu will, at its sole option, replace only the coatings which have failed with SlideRenu® brand or customer-specified coatings at no-charge or reimburse the customer for purchasing replacement coatings up to \$300/gallon. RE-APPLICATION LABOR IS NOT INCLUDED IN OUR PRODUCT WARRANTY; HOWEVER, WE CAN PROVIDE THIS SERVICE IN A SEPARATE QUOTE AT OUR BASE COST.

The WORKMANSHIP WARRANTY is ONE (1) YEAR from the completion date of the project and covers only the delamination of the coatings. In the event of delamination or peeling, we will repair the delaminated areas in accordance with the process described in Section A.I. at no-charge, or at our sole option, reimburse the customer for the cost of repairing the damaged area(s) based on the average of three (3) independent painting contractor quotes. All warranty claims must be made in writing within the proper allotted time period and will be settled by SlideRenu within a reasonable amount of time. SURFACE CHIPS, GOUGES, GASHES, ETC. ARE CAUSED BY IMPROPER BATHING SUIT ATTIRE AND/OR ABRASIVE RAFT SURFACES AND ARE NOT COVERED UNDER THE WORKMANSHIP WARRANTY. WEAR AND TEAR CAUSED BY BEACH SAND TRANSPORTED BY RIDERS IS ALSO NOT COVERED.

M. Project Sign-Off and Final Acceptance of Work Product

Our certified applicator will make arrangements with the person(s) authorized to perform the final walk through, accept the final work product and to identify any deficiencies to be corrected before we leave the job site. If the authorized person fails to meet with our certified applicator at the pre-arranged time to execute the Sign-Off Sheet (Refer to Exhibit C), the project will be deemed to be accepted by the customer and our certified applicator will leave the job site.

The person(s) authorized to execute the Sign-off Sheet are listed below:

NAME	TITLE – PHONE NUMBER
NAME	TITLE – PHONE NUMBER
NAME	TITLE – PHONE NUMBER

N. Proposal Acceptance

Please SIGN BELOW to accept this proposal and send us your color choice(s) so we can begin to manufacture the custom coating as indicated on the COLOR SELECTION APPROVAL SHEET.

Your signature on this proposal creates a legal and binding contract, the terms which are provided herein. Modification to the provisions contained above may be made upon written acceptance by both parties. Furthermore, your acceptance gives us permission to use any before, in progress and after pictures of any of the slides we service at your facility in our advertising/marketing materials.

PROPOSAL ACCEPTANCE

I, a duly authorized representative of the customer, hereby agree to the contractual provisions contained in this proposal and will submit a binding purchase order evidencing our acceptance of the price, payment terms and scope of work contained in this proposal.

_____ Date

Customer Signature

Printed Name & Title

If you have any questions regarding this proposal, please don't hesitate to contact me. We look forward to working with you to restore, protect and extend the life of your water park's most vital assets.

Regards,
George M. Fischer
 President



SlideRenu®

EXHIBIT A Turnkey Proposal

TOTAL PROJECT COST - \$ 11,934

#	Name / Description / Type	Est. Length	Width	Work Days	Item Cost	
1	SLIDE#1 – BLUE OPEN BODY SLIDE					
	Resurface Interior Ride Path	170'	36"	7	\$ 11,934	
	Restore Ride Path Polish/Wax				\$ 11,934	
	Repaint Exterior Surface/ Includes Lift					
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Major Fiberglass Repairs	Included				
	Color(s) – SEE EXHIBIT B	EXISTING COLOR MOODY BLUE				
2	COMPLEMENTARY SPRING 2021 RESTORATION					
	Resurface Interior Ride Path				NO CHARGE	
	Restore Interior Ride Path-Polish/Wax	170'	36"	2		\$ 3,500
	Repaint Exterior Surface					
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Minor Fiberglass Repairs	Included				
	Color(s) – SEE EXHIBIT B					
3						
	Resurface Interior Ride Path Surface					
	Repaint Exterior Surface					
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Minor Fiberglass Repairs	Included				
	Color(s) – SEE EXHIBIT B					
4						
	Resurface Interior Ride Path Surface					
	Repaint Exterior Surface					
	Re-Caulk Interior Riding Path Seams					
	Perform Minor Fiberglass Repairs					
	Color(s) – SEE EXHIBIT B					

NOTE: The above cost is based on all work defined above performed under one purchase order and one mobilization trip.

The turnkey proposal includes all delivery charges, labor, materials, site preparations, man-lift rental fees and all expenses associated with the completion of this project, the scope of which is defined in Exhibit A.

Applicable taxes, bonds or credit card processing fees, if any, are not included. If you are tax-exempt, please send a copy of your certificate with the PO or contract.

See Exhibit B for standard gelcoat colors.

EXHIBIT B Standard Colors

Color Shield UV4 PolySilox Gelcoat



Colors represented are ink reproductions and should be used as guides for reference purposes only. ACTUAL COLORS can vary slightly in appearance due to slide location, lighting and surface textures. Contact SlideRenu if you need an actual swatch.

5896 Chandler Court • Westerville, Ohio 43082
Sales: 614-948-2554
Service: 614-948-2557
Technical Support: 440-781-0051

There is an additional \$ 200 charge for custom colors.

EXHIBIT D

Color Selection Approval Sheet

SlideRenu®

COLOR SELECTION APPROVAL SHEET

Customer Name _____					
#	SLIDE/FEATURE NAME	INTERIOR COLOR		EXTERIOR COLOR	
		COLOR NUMBER	COLOR NAME	COLOR NUMBER	COLOR NAME
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

DATE: _____

APPROVED: _____
(Signature)

(Print Name & Title)

Slide Renu®

CUSTOMER REFERENCES

WATER SLIDE RESURFACING & RESTORATION

- Aquatica – SeaWorld, Orlando, Florida – Mark Hatton, 407.370.1531, mark.hatton@SeaWorld.com
- City of Rockville, Maryland – Martin Seitz, 240.314.8753, mseitz@rockvillemd.gov
- City of Hobbs, New Mexico – Brenda Taylor, 575.397.9200, btaylor@hobbsnm.org
- City of Beachwood, Ohio – Pete Conces, 216.212.1970, pete.conces@beachwoodohio.com

AQUATIC PLAY FEATURES PAINTING

- City of New Albany, Indiana – Alicia Meredith, 812.949.5448, ameredith@cityofnewalbany.com
- Shades of Green, Lake Buena Vista, Florida – Mohamad Bachrouche, 407.824.6013, mbachrouche@shadesofgreen.org
- City of South Euclid, Ohio – Jim Anderson, 216.381.0402, janderson@seuclid.com

WATER SLIDE TOWER STRUCTURES PAINTING

- City of Twinsburg, Ohio – Brandon Burns, 330.425.7161, bburns@twinsburg.oh.us
- Cibola Vista Resort & Spa, Peoria, Arizona – Phil McWilliams, 623.889.6767, phil.mcwilliams@bluegreenvacations.com
- City of Plainfield, Indiana – Isaac Hart, 317.839.7665, ihart@town.plainfield.in.us
- City of Kettering, Ohio – Sonja Rom, 937.296.3278, Sonja.Rom@Ketteringoh.org

SLIDEPADS – EDGEPADS – SOFT FOAM PLAY FEATURES

- City of New Albany, Indiana – Alicia Meredith, 812.949.5448, ameredith@cityofnewalbany.com
- Crème de la Crème, Littleton, Colorado – Sarah Nelson, 303.662.9150, snelson@cremedelacreme.com
- Kings Dominion, Doswell, Virginia – Eric Smith, 804.876.5215, eric.smith@kingsdominion.com
- City of Groveport, Ohio – Kyle Lund, 614.836.1000, klund@groveport.org

MAINTENANCE PROGRAMS

- City of Rockville, Maryland – Martin Seitz, 240.314.8753, mseitz@rockvillemd.gov
- Anthem Parkside at Merrill Ranch, Arizona – Ray Swinton, 520.723.6652, ray.swinton@ouranthemmr.net
- Shearwater Community, St. Augustine, Florida – Jill Flores, 904.342.3737, jill@myshearwater.com
- City of Frisco, Texas – John Chalfant, 972.292.6603, JChalfant@friscotexas.gov
- Carnival Cruise Lines, Fort Lauderdale, Florida – Nilda Torres, 305.406.8616, ntorres@carnival.com

Please visit our websites to view before and after pictures of our projects and installations

www.SlideRenu.com www.AquaticPads.com

Rachel Maloney – Customer Service: 614.948.2554 1 July 2019

Exhibit B

SWIM-SPA-POOL BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31, 2018



Epic Pools & Hardscape Construction, Inc.

GPC# 1457438

3948 3rd Street South

Jacksonville Bch, FL 32250

PHONE (904) 417-5100 OR INFO@EPICPOOL.COM

DATE:

11/6, 2019

PROPOSAL NO:

and
BUYER/
OWNER

NAME

Heritage Landing CDD

PROJECT ADDRESS

2608 Norht 5th St

ALTERNATE ADDRESS (IF ANY)

CITY

St. Augustine

CITY

STATE/ZIP

FL

STATE/ZIP

PHONE

PHONE

Swim/Spa/Pool Project To Begin:

Contract Completion Date:

Date Of Plans:

Architect:

Engineer:

Work performed at

(Street Address And Legal Description, If Known)

We hereby propose to furnish the following swim/spa/pool work: Grind high spots/ trip hazards around both pool decks and walkways in pool area to include sidewalk behind slide. Some float (patch work) will be used in areas close to existing pool coping.

- Due to the amount of areas Epic Pools Will request a walk through on final day to ensure all areas of concern have been addressed.

PROPOSED PAYMENT: Owner agrees to pay Contractor a total price of \$6,000.00. The payment schedule will be:

(1) Down payment of \$3,000.00,

(2) Payment schedule as follows:\$3,000.00 due upon completion.

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

ACCEPTANCE OF PROPOSAL

Exhibit C



ESTIMATE

Heritage Landing Amenity Center (Vesta)
Fun Pool - Replacement Lift Parts

Order # 167553
Date 02/13/20
Consultant House Account
WQA Kenneth
Faxes#
Billing Terms Credit Card
Customer PO# Price Quote

Proposed To

Lourens Erasmus
Heritage Landing Amenity Center (Vesta)
370 Heritage Landing Parkway
St Augustine, FL 32092

Ship To

Heritage Landing Amenity Center (Vesta)
370 Heritage Landing Parkway
St Augustine, FL 32092

Phone: Fax:
Courier Service
FedEx Ground

Order Items

Line Item Code	Description	Quantity	Unit Price	Item Total
MB 130-1000	Hub Assembly, PAL	1	508.64	508.64
	Hub Assembly Replacement Hardware Recommended: 2 of Each: MB 800-2003, MB 800-1499			
MB 120-2000S	Motor Cord Kit, Long, Splash, PAL2	1	105.63	105.63
	Motor Cord Kit, Long, Splash! & PAL2 Includes cord, protective sleeve, and 2 clips			
MB 120-1000	Motor Assembly	1	472.94	472.94
	Motor Assembly, Complete			
MB 400-7000	Control Lift Operator, 4-Button	1	376.03	376.03
	Replacement Kit, Includes 4 button control unit and wrench to replace lift operator. Battery Not Included			
MB 1001600	Hand Control, 2-Channel (4 Button)	1	144.39	144.39
	Hand Control, 2-Channel (4 Button)			
CB4SU	Installation, less electric	1	475.00	475.00
	-Please note that installation cost would be honored if both lift replacement parts are done on the same day. Installation and Factory Start-up of treatment equipment. Includes parts and labor for installation. Electrical work, permits (if applicable) by others. Includes final review. CES training manual, full system and maintenance training per CES Operator Training Checklist, and on-site Warranty Administration. One year warranty on all installation workmanship. Building Department Permits are Not Included and, if specified as being provided, will be charged as an additional cost.			

Additional Information

Shipping is Estimated

Subtotal 2,082.63
Adjustment 0.00
Total 2,082.63





ESTIMATE

Heritage Landing Amenity Center (Vesta)
Fun Pool - Replacement Lift Parts

Order#	167553
Date	02/13/20
Consultant	House Account
WQA	Kenneth
Fax#	
Billing Terms	Credit Card
Customer PO#	Price Quote

Proposed To

Lourens Erasmus
Heritage Landing Amenity Center (Vesta)
370 Heritage Landing Parkway
St Augustine, FL 32092

Ship To

Heritage Landing Amenity Center (Vesta)
370 Heritage Landing Parkway
St Augustine, FL 32092

Phone:
Courier Service
FedEx Ground

Fax:

Shipping	69.58
Tax	0.00
Grand Total	2,152.21
Payments	0.00

Signature _____ **Date** _____

We are pleased to submit the above quotation for your consideration.
1. This estimate is valid for 30 days from the above date after which the estimate may be subject to change.
2. Freight charges are estimates only and the actual may be different at time of shipping.
3. You may incur restocking fees if you choose to return any items included in this package to CES. Restocking fees vary per manufacturer.
4. Any changes to this order must be made in writing to CES.
5. Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with CES.
THANK YOU!





ESTIMATE

Heritage Landing Amenity Center (Vesta)
Lap Pool - Replacement Lift Parts

Order# 167552
Date 02/13/20
Consultant House Account
WQA Kenneth
Fax#
Billing Terms Credit Card
Customer PO# Price Quote

Proposed To

Lourens Erasmus
Heritage Landing Amenity Center (Vesta)
370 Heritage Landing Parkway
St Augustine, FL 32092

Ship To

Heritage Landing Amenity Center (Vesta)
370 Heritage Landing Parkway
St Augustine, FL 32092

Phone: Fax:
Courier Service
FedEx Ground

Order Items

Line Item Code	Description	Quantity	Unit Price	Item Total
MB 130-1000	Hub Assembly, PAL	1	508.64	508.64
	Hub Assembly Replacement Hardware Recommended: 2 of Each: MB 800-2003, MB 800-1199			
MB 120-2000S	Motor Cord Kit, Long, Splash, PAL2	1	105.63	105.63
	Motor Cord Kit, Long, Splash! & PAL2 Includes cord, protective sleeve, and 2 clips			
MB 120-1000	Motor Assembly	1	472.94	472.94
	Motor Assembly, Complete			
MB 400-7000	Control Lift Operator, 4-Button	1	376.03	376.03
	Replacement Kit, Includes 4 button control unit and wrench to replace lift operator. Battery Not Included			
MB 1001600	Hand Control, 2-Channel (4 Button)	1	144.39	144.39
	Hand Control, 2-Channel (4 Button)			
CB ISU	Installation, less electric	1	475.00	475.00
	-Please note that installation cost would be honored if both lift replacement parts are done on the same day. Installation and Factory Start-up of treatment equipment. Includes parts and labor for installation. Electrical work, permits (if applicable) by others. Includes final review, CES training manual, full system and maintenance training per CES Operator Training Checklist, and on-site Warranty Administration. One year warranty on all installation workmanship. Building Department Permits are Not Included and, if specified as being provided, will be charged as an additional cost.			

Additional Information

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Subtotal 2,082.63
Adjustment 0.00
Total 2,082.63





ESTIMATE

Heritage Landing Amenity Center (Vesta)
Lap Pool - Replacement Lift Parts

Order #	167552
Date	02/13/20
Consultant	House Account
WQA	Kenneth
Fax#	
Billing Terms	Credit Card
Customer PO#	Price Quote

Proposed To

Lourens Erasmus
Heritage Landing Amenity Center (Vesta)
370 Heritage Landing Parkway
St Augustine, FL 32092

Ship To

Heritage Landing Amenity Center (Vesta)
370 Heritage Landing Parkway
St Augustine, FL 32092

Phone:
Courier Service
FedEx Ground

Fax:

Shipping	69.58
Tax	0.00
Grand Total	2,152.21
Payments	0.00

Signature **Date**

We are pleased to submit the above quotation for your consideration.

1. This estimate is valid for 30 days from the above date after which the estimate may be subject to change.
 2. Freight charges are estimates only and the actual may be different at time of shipping.
 3. You may incur restocking fees if you choose to return any items included in this package to CES. Restocking fees vary per manufacturer.
 4. Any changes to this order must be made in writing to CES.
 5. Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with CES.
- THANK YOU!



Tab 2

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures January 2020 Presented For Board Approval

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

The total items being presented: **\$114,458.50**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Disposal	007460	PW0000078974	Amenity Recycle Services 12/19	\$ 195.27
Alan Fernandez	007461	AF010920	Board of Supervisors Meeting 01/09/20	\$ 200.00
BrightView Landscape Services, Inc.	007446	6603471	Landscape Maintenance 12/19	\$ 16,249.00
BrightView Landscape Services, Inc.	007446	6630487	Irrigation Repair 12/19	\$ 440.00
BrightView Landscape Services, Inc.	007469	6646618	Landscape Maintenance 01/20	\$ 16,249.00
Charles Aquatics, Inc.	007447	37643	Replaced Light Bulb in Pond 2 and 8 12/19	\$ 150.00
Charles Aquatics, Inc.	007447	37722	Monthly Aquatic Mgmt Svcs - 13 Ponds 12/19	\$ 975.00
Chiller Medic, Inc.	007448	3864	Semi Annual Maintenance 12/19	\$ 285.00
Comcast	007470	8495 74 140 0429787	370 Heritage Landing Parkway 01/20	\$ 423.75
de Beaubien, Simmons, Knight, Mantzaris & Neal LLP	007449	427450	Legal Assistance for A. Tarfa	\$ 414.00
England Thims & Miller, Inc.	007450	0192582	General Consuling Services 11/19	\$ 163.52
England Thims & Miller, Inc.	007478	0192969	General Consuling Services 12/19	\$ 89.00
Florida Department of Revenue	007471	658015563124-2	Sales and Use Tax 01/20	\$ 243.99
		Sales and Use Tax		

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	007444	87098-35048 12/19	County Rd 13 N 12/19	\$ 3,797.00
Florida Power & Light Company	007463	FPL Summary 12/19	FPL Summary 12/19	\$ 4,231.07
Giddens Security Corporation	007451	23459311	Security Guard Contract 10/19	\$ 4,340.00
Hopping Green & Sams	007453	111779	General/Monthly Legal Services 11/19	\$ 3,140.33
Jerald Gurley	007452	RVJG121919	RV Boat Storage Reimbursement 12/19/19	\$ 677.42
Leslie Achara McNair-Tarfa	007459	AT010920	Board of Supervisors Meeting 01/09/20	\$ 200.00
Michael C. Taylor	007466	MT010920	Board of Supervisors Meeting 01/09/20	\$ 200.00
NEWAGETUTORS LLC dba. VGlobaltech	007458	1411	Website ADA Compliance 12/19	\$ 250.00
NEWAGETUTORS LLC dba. VGlobaltech	007468	1436	Website ADA Compliance 01/20	\$ 250.00
Nick Barga	007443	NB122819	Deposit Refund 12/19	\$ 25.00
Poolsure	007472	131295590484	Monthly Pool Maint & Chemicals 01/20	\$ 1,904.96
Rizzetta & Company, Inc.	007454	INV0000045859	District Management Fees 01/20	\$ 5,800.00
Rizzetta & Company, Inc.	007473	INV0000046409	Dissemination Services 01/20	\$ 1,000.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	007474	INV0000005399	Website Hosting Services 01/20	\$ 100.00
Robert Och	007464	RO010920	Board of Supervisors Meeting 01/09/20	\$ 200.00
Smith Electrical, Inc.	007475	14383	Swim Lights Timer Replacement 01/20	\$ 323.77
St. Augustine Cast Stone & Architectural Precast, Inc.	007479	01221C1	Concrete Trashcans 01/20	\$ 1,550.00
St. Johns County Utility Department	007480	503699-115198 01/20	370 Heritage Landing Blvd/Amenity Center 01/20	\$ 692.33
St. Johns County Utility Department	007455	503699-115198 12/19	370 Heritage Landing Blvd/Amenity Center 12/19	\$ 633.47
St. Johns County Utility Department	007480	533275-126033 01/20	570 Steamboat Landing Dr 01/20	\$ 12.98
St. Johns County Utility Department	007455	533275-126033 12/19	570 Steamboat Landing Dr 12/19	\$ 12.98
Staples Advantage	007465	3434021791	Supplies 12/19	\$ 86.98
Staples Advantage	007465	3434375745	Supplies 12/19	\$ 227.84
The St. Augustine Record Dept 1261	007476	12032019	Acct #15635 Legal Advertising 12/03/19-12/26/19	\$ 166.05
Timothy Fleming	007462	TF010920	Board of Supervisors Meeting 01/09/20	\$ 200.00
Turner Pest Control, LLC	007456	6272689	Pest Control Service 12/19	\$ 105.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Turner Pest Control, LLC	007481	6335827	Pest Control Service 01/20	\$ 105.00
Vesta Property Services, Inc.	007457	363131	Camp Heritage Fees 12/19 2nd Half	\$ 14,410.64
Vesta Property Services, Inc.	007457	364086	Camp Heritage Fees 01/20 1st Half	\$ 14,410.64
Vesta Property Services, Inc.	007477	364087	Camp Heritage Fees 01/20 2nd Half	\$ 14,410.64
Vesta Property Services, Inc.	007467	364743	Food Truck Friday and Winter Festival 12/19	\$ 1,292.00
Vesta Property Services, Inc.	007477	364931	Misc Reimbursements 12/19	\$ 1,801.12
Welch Tennis Courts, Inc	007482	55437	50% Deposit Tennis Widescreens 01/20	<u>\$ 1,823.75</u>
Report Total				<u>\$114,458.50</u>

Tab 3

**Heritage Landing Community
Development District**

ANNUAL FINANCIAL REPORT

September 30, 2019

**Heritage Landing Community Development District
ANNUAL FINANCIAL REPORT**

September 30, 2019

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Heritage Landing Community Development District
St. Johns County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Heritage Landing Community Development District as of and for the year ended September 30, 2019, and the related notes to financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

Member AICPA

- 1 -
Member AICPA Division For CPA Firms
Private Companies Practice Section

Member FICPA

To the Board of Supervisors
Heritage Landing Community Development District

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, and each major fund of Heritage Landing Community Development District as of September 30, 2019, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Governmental Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated February 3, 2020 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Heritage Landing Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

February 3, 2020

**Heritage Landing Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

Management's discussion and analysis of Heritage Landing Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, public safety, physical environment, culture/recreation and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Heritage Landing Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including buildings and improvements, and infrastructure are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2019.

- ◆ The District's total assets were exceeded by total liabilities by \$(4,049,925) (net position). Net investment in capital assets for the District was \$(144,465). Restricted net position was \$120,526. Unrestricted net position was \$(4,025,986).
- ◆ Governmental activities revenues totaled \$2,280,861 while governmental activities expenses totaled \$2,214,537.

**Heritage Landing Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2019	2018
Current assets	\$ 1,217,165	\$ 1,233,206
Restricted assets	835,014	805,710
Capital assets	6,203,442	6,636,197
Total Assets	<u>8,255,621</u>	<u>8,675,113</u>
Deferred amount on refunding	<u>311,369</u>	<u>330,130</u>
Current liabilities	822,579	796,715
Non-current liabilities	11,794,336	12,324,777
Total Liabilities	<u>12,616,915</u>	<u>13,121,492</u>
Net Position		
Net investment in capital assets	(144,465)	13,806
Restricted for debt service	120,526	86,300
Unrestricted	(4,025,986)	(4,216,355)
Total Net Position	<u>\$ (4,049,925)</u>	<u>\$ (4,116,249)</u>

The decrease in capital assets is related to depreciation in the current year.

The decrease in non-current liabilities is primarily due to bond principal payments in the current year.

The decrease in net investment in capital assets is related to the allocation of debt for assets conveyed in a prior year.

**Heritage Landing Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2019	2018
Program Revenues		
Charges for services	\$ 2,191,145	\$ 2,171,724
General Revenues		
Miscellaneous revenues	51,635	45,586
Investment earnings	38,081	22,396
Total Revenues	<u>2,280,861</u>	<u>2,239,706</u>
Expenses		
General government	161,442	122,705
Public safety	66,602	66,785
Physical environment	625,459	605,599
Culture/recreation	841,696	815,008
Interest on long-term debt	519,338	530,269
Total Expenses	<u>2,214,537</u>	<u>2,140,366</u>
Change in Net Position	66,324	99,340
Net Position - Beginning of Year	<u>(4,116,249)</u>	<u>(4,215,589)</u>
Net Position - End of Year	<u>\$ (4,049,925)</u>	<u>\$ (4,116,249)</u>

The increase in investment earnings is related to increased balances in investments.

The increase in general government is related to increased engineering and legal fees in the current year.

**Heritage Landing Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2019 and 2018:

	Governmental Activities	
	2019	2018
Land and improvements	\$ 935,000	\$ 935,000
Infrastructure	10,425,437	10,425,437
Equipment	151,021	151,021
Accumulated depreciation	<u>(5,308,016)</u>	<u>(4,875,261)</u>
Total Capital Assets, net	<u><u>\$6,203,442</u></u>	<u><u>\$6,636,197</u></u>

The capital asset activity in the current year was depreciation of \$432,755.

General Fund Budgetary Highlights

The final budget exceeded actual expenditures in the current year because RV/Boat storage and capital reserve expenditures were less than anticipated.

The budget was amended in the current year to increase engineering, legal, landscape and maintenance expenditures that were higher than originally anticipated.

Debt Management

Governmental Activities debt includes the following:

- ◆ In March 2015, the District issued \$14,435,000 of Special Assessment Refunding Bonds Series 2015 maturing in May 2036, with a fixed interest rates ranging from 2% to 4.35%. Interest is to be paid semiannually on each May 1 and November 1. Principal on the bonds is payable annually on each May 1 commencing in May 1, 2016. The balance outstanding at September 30, 2019 was \$12,405,000.

**Heritage Landing Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2019**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

Heritage Landing Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2020.

Request for Information

The financial report is designed to provide a general overview of Heritage Landing Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Heritage Landing Community Development District's Finance Department at 12750 Citrus Park Lane, Suite 115, Tampa, FL 33625.

Heritage Landing Community Development District
STATEMENT OF NET POSITION
September 30, 2019

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 1,186,628
Prepaid expenses	30,537
Total Current Assets	1,217,165
Non-Current Assets	
Restricted Assets	
Investments	835,014
Capital Assets, Not Being Depreciated	
Land and improvements	935,000
Capital Assets, Being Depreciated	
Infrastructure	10,425,437
Equipment	151,021
Accumulated depreciation	(5,308,016)
Total Non-Current Assets	7,038,456
Total Assets	8,255,621
 DEFERRED OUTFLOWS OF RESOURCES	
Deferred amount on refunding, net	311,369
 LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	80,662
Unearned revenues	3,114
Bonds payable	535,000
Accrued interest	203,803
Total Current Liabilities	822,579
Non-Current Liabilities	
Bonds payable, net	11,794,336
Total Liabilities	12,616,915
 NET POSITION	
Net investment in capital assets	(144,465)
Restricted for debt service	120,526
Unrestricted	(4,025,986)
Total Net Position	\$ (4,049,925)

See accompanying notes to financial statements.

Heritage Landing Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2019

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash	\$ 1,186,628	\$ -	\$ 1,186,628
Prepaid expenses	30,537	-	30,537
Restricted assets			
Investments, at fair value	-	835,014	835,014
Total Assets	\$ 1,217,165	\$ 835,014	\$ 2,052,179
 LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued expenses	\$ 80,662	\$ -	\$ 80,662
Unearned revenues	3,114	-	3,114
Total Liabilities	83,776	-	83,776
 FUND BALANCES			
Nonspendable:			
Prepaid expenses	30,537	-	30,537
Restricted:			
Debt service	-	835,014	835,014
Assigned to:			
Capital reserves	385,866	-	385,866
Unassigned	716,986	-	716,986
Total Fund Balances	1,133,389	835,014	1,968,403
Total Liabilities and Fund Balances	\$ 1,217,165	\$ 835,014	\$ 2,052,179

See accompanying notes to financial statements.

Heritage Landing Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2019

Total Governmental Fund Balances	\$ 1,968,403
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land and improvements (\$935,000), infrastructure (\$10,425,437), equipment (\$151,021) less accumulated depreciation (\$5,308,016) used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	6,203,442
Long-term liabilities, bonds payable (\$12,405,000), net of bond discount, net (\$75,664) are not due and payable in the current period, and therefore, are not reported at the fund level.	(12,329,336)
Deferred amount on refunding are not current financial uses, and therefore, are not reported at the fund level.	311,369
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.	<u>(203,803)</u>
Net Position of Governmental Activities	<u><u>\$ (4,049,925)</u></u>

See accompanying notes to financial statements.

Heritage Landing Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2019

	General	Debt Service	Total Governmental Funds
REVENUES			
Special assessments	\$ 1,156,168	\$ 1,034,977	\$ 2,191,145
Miscellaneous revenues	51,635	-	51,635
Investment income	17,814	20,267	38,081
Total Revenues	<u>1,225,617</u>	<u>1,055,244</u>	<u>2,280,861</u>
EXPENDITURES			
Current			
General government	161,442	-	161,442
Public safety	66,602	-	66,602
Physical environment	405,144	-	405,144
Culture/recreation	629,256	-	629,256
Debt service			
Principal	-	525,000	525,000
Interest	-	500,940	500,940
Total Expenditures	<u>1,262,444</u>	<u>1,025,940</u>	<u>2,288,384</u>
Net Change in Fund Balance	(36,827)	29,304	(7,523)
Fund Balances - Beginning of Year	<u>1,170,216</u>	<u>805,710</u>	<u>1,975,926</u>
Fund Balances - End of Year	<u><u>\$ 1,133,389</u></u>	<u><u>\$ 835,014</u></u>	<u><u>\$ 1,968,403</u></u>

See accompanying notes to financial statements.

Heritage Landing Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2019

Net Change in Fund Balances – Total Governmental Funds	\$ (7,523)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Capital outlay is reported as an expenditure at the fund level. However the cost of these assets are allocated over their estimated useful lives as depreciation at the government-wide level. This is the amount of depreciation in the current year.	(432,755)
Repayment of bond principal is reported as an expenditure at the fund level but the repayment reduces long-term liabilities at the government-wide level.	525,000
Bond discount is amortized as interest over the life of the debt. This is the amount of interest expense recognized in the current year.	(4,559)
Deferred amount on refunding is amortized over the life of the debt as interest expense. This is the current year amount amortized.	(18,761)
At the government-wide level, interest is accrued on outstanding bonds; whereas in the governmental funds, interest expenditures are reported when due. This is the change in accrued interest in the current period.	<u>4,922</u>
Change in Net Position of Governmental Activities	<u><u>\$ 66,324</u></u>

See accompanying notes to financial statements.

Heritage Landing Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 1,141,270	\$ 1,141,270	\$ 1,156,168	\$ 14,898
Miscellaneous revenues	41,850	41,850	51,635	9,785
Investment income	-	-	17,814	17,814
Total Revenues	<u>1,183,120</u>	<u>1,183,120</u>	<u>1,225,617</u>	<u>42,497</u>
Expenditures				
Current				
General government	159,915	159,915	161,442	(1,527)
Public safety	69,580	69,580	66,602	2,978
Physical environment	401,678	401,678	405,144	(3,466)
Culture/recreation	526,947	546,947	629,256	(82,309)
Capital outlay	75,000	155,500	-	155,500
Total Expenditures	<u>1,233,120</u>	<u>1,333,620</u>	<u>1,262,444</u>	<u>71,176</u>
Net Change in Fund Balances	(50,000)	(150,500)	(36,827)	113,673
Fund Balances - Beginning of Year	<u>-</u>	<u>150,500</u>	<u>1,170,216</u>	<u>1,019,716</u>
Fund Balances - End of Year	<u>\$ (50,000)</u>	<u>\$ -</u>	<u>\$ 1,133,389</u>	<u>\$ 1,133,389</u>

See accompanying notes to financial statements.

Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on June 22, 2004, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by St. Johns County, Florida Ordinance #2004-46 as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Heritage Landing Community Development District. The District is governed by a five-member Board of Supervisors who are elected on an at large basis by qualified electors that reside within the District. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Heritage Landing Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – Accounts for debt service requirements to retire certain special assessment revenue bonds which were used to finance the construction of District infrastructure improvements. The bonds are secured by a first lien on and pledge of the special assessment revenues and pledged funds.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

b. Restricted Net Position

Certain net position of the District is classified as restricted on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include land and improvements, infrastructure, and equipment, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation is computed utilizing the straight-line method over the estimated useful lives of the assets. The estimated useful life for infrastructure is 15-30 years and 5 years for equipment.

d. Deferred Outflows of Resources

Deferred outflows of resources represent a consumption of net position/fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District only has one item that qualifies for reporting in this category. It is the deferred amount on refunding reported on the Statement of Net Position. A deferred amount on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

e. Bond Discounts

Bond discounts are amortized over the life of the bonds.

**Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

f. Budgets

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2019, the District's bank balance was \$1,212,073 and the carrying value was \$1,186,628. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2019, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturities</u>	<u>Fair Value</u>
First American Treasury Obligation Fund CI Z	25 days*	\$ 835,014

*Weighted Average Maturity

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

Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Custodial Credit Risk – Deposits (Continued)

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

Based on the criteria in the preceding paragraph, the investment listed above is a Level 1 asset.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2019, the District's investment in First American Treasury Obligation Fund CI Z was rated AAAM by Standard and Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Treasury Obligation Fund CI Z represent 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2019 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

**Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019**

NOTE C – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2019 was as follows:

	Balance October 1, 2018	Additions	Disposals	Balance September 30, 2019
<u>Governmental activities:</u>				
Capital assets, not being depreciated:				
Land	\$ 935,000	\$ -	\$ -	\$ 935,000
Capital assets, being depreciated:				
Infrastructure	10,425,437	-	-	10,425,437
Equipment	151,021	-	-	151,021
Less accumulated depreciation	(4,875,261)	(432,755)	-	(5,308,016)
Total capital assets, being depreciated	<u>5,701,197</u>	<u>(432,755)</u>	<u>-</u>	<u>5,268,442</u>
Governmental Activities Capital Assets	<u>\$ 6,636,197</u>	<u>\$ (432,755)</u>	<u>\$ -</u>	<u>\$ 6,203,442</u>

Depreciation was charged to physical environment, \$220,315, and culture/recreation, \$212,440.

NOTE D – LONG-TERM DEBT

Special Assessment Bonds – Series 2015

Long-term debt is comprised of the following:

Special Assessment Bonds

\$14,435,000 Series 2015 Special Assessment Refunding Bonds, interest rates ranging from 2% to 4.35%, maturing May 1, 2036, payable on May 1 and November 1; collateralized by the pledged revenues of special assessments levied against the benefited property owners.

Long-term debt at October 1, 2018	\$ 12,930,000
Principal payments	(525,000)
Long-term debt at September 30, 2019	<u>12,405,000</u>
Less bond discount, net	(75,664)
Bonds payable, net	<u>\$ 12,329,336</u>

**Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019**

NOTE D – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2019 are as follows:

Year Ending September 30,	Principal	Interest	Total
2020	\$ 535,000	\$ 489,128	\$ 1,024,128
2021	550,000	475,752	1,025,752
2022	565,000	460,628	1,025,628
2023	585,000	442,972	1,027,972
2024	605,000	423,228	1,028,228
2025-2029	3,410,000	1,758,848	5,168,848
2030-2034	4,205,000	984,968	5,189,968
2035-2036	1,950,000	128,108	2,078,108
Totals	<u>\$ 12,405,000</u>	<u>\$ 5,163,632</u>	<u>\$ 17,568,632</u>

Significant Bond Resolution Terms and Covenants

The Series 2015 Bonds are subject to redemption at the option of the District prior to maturity. The Series 2015 Bonds are subject to mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established certain amounts be maintained in a reserve account. In addition, the Bond Indenture has certain restrictions and requirements relating to the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

**Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019**

NOTE D – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2015

Reserve Fund – The 2015 Reserve Account is funded from the proceeds of the Series 2015 Bonds in an amount equal to a certain 50 percent of the maximum annual debt service requirement of the 2015 bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

	Special Assessment Refunding Bonds	
	Reserve Balance	Reserve Requirement
Series 2015 Special Assessment Refunding Bonds	\$ 510,685	\$ 510,685

NOTE E – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments on benefitted property within the District. Operation and Maintenance Assessments are based upon adopted budget and levied annually. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collections (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by an annual assessment resolution adopted by the Board of Supervisors. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Taxes paid in March are without discount.

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

Heritage Landing Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2019

NOTE F – MANAGEMENT AGREEMENTS

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as non-voting officers of the District.

NOTE G – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has filed three claims, which did not exceed coverage amounts, under its commercial insurance policy over the last three years.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

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

To the Board of Supervisors
Heritage Landing Community Development District
St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Heritage Landing Community Development District, as of and for the year ended September 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated February 3, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Heritage Landing Community Development District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Heritage Landing Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Heritage Landing Community Development District's internal control over financial reporting.

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

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

Fort Pierce / Stuart

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- 28 -
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Private Companies Practice Section

Member FICPA

Board of Supervisors
Heritage Landing Community Development District

Compliance and Other Matters

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

Purpose of this Report

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



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants
Fort Pierce, Florida

February 3, 2020



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
Heritage Landing Community Development District
St. Johns County, Florida

Report on the Financial Statements

We have audited the financial statements of the Heritage Landing Community Development District as of and for the year ended September 30, 2019, and have issued our report thereon dated February 3, 2020.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated February 3, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

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

Financial Condition

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

Fort Pierce / Stuart

To the Board of Supervisors
Heritage Landing Community Development District

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2019 for the Heritage Landing Community Development District. It is management's responsibility to monitor the Heritage Landing Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

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

Additional Matters

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

Purpose of this Letter

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



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

February 3, 2020



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANT'S REPORT/COMPLIANCE WITH
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Heritage Landing Community Development District
St. Johns County, Florida

We have examined Heritage Landing Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2019. Management is responsible for Heritage Landing Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Heritage Landing Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Heritage Landing Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Heritage Landing Community Development District's compliance with the specified requirements.

In our opinion, Heritage Landing Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2019.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

February 3, 2020

Fort Pierce / Stuart

STAFF REPORTS

District Counsel

District Engineer

SECURITY UPDATE

Tab 4



528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Monthly Security Report

Submitted to: Heritage Landing CDD

Thursday, March 12, 2020

10:00am

1. Daily logs and incident reports are being completed by both security officers (Roy Deering and David Myers) and filed on-site in the Amenity Center as well as at Giddens Security main office.
2. Security officers are making consistent foot patrols/rounds, hitting all check points in accordance with post orders
3. Follow-up from February 13 CDD meeting:
 - a. Both security officers have been advised to be proactive with challenging minors for their youth IDs
 - b. Staff have also been advised that adult residents are permitted in the playground with or without a child
4. New business:
 - a. Incident between resident and Security Officer Roy on 02/19/2020
** Please see attached letter*

Respectfully submitted,

Joshua Potts

Director of Operations



528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Wednesday, March 4, 2020

Heritage Landing CDD:

On Tuesday, February 25 I received a phone call from Roy, our full-time security officer at Heritage Landing, informing me of an incident that had occurred with a resident. Roy claimed that on Wednesday, February 19 at approximately 8:45pm he approached two males (later identified as a resident and his son) after hearing him/them "talking loudly" from a closed area near the amenities center. Roy immediately asked them to leave and asked for the man's name, to which he refused.

After accusing Roy of bullying children throughout the community, the resident exited the area through the main gate. Roy then followed him to the parking lot where his truck was parked and got his tag number. He then contacted the Sheriff's Office with the tag information. This infuriated the resident and he and his son departed in his vehicle.

The next day, I received an email from Jacqui informing me of the incident. After speaking with her, she made arrangements for me to call board member Ms. Archara Tarfa, who had already spoken with Roy about the incident. While speaking with Ms. Tarfa, I assured her that I would speak with Roy promptly and make sure he is aware of the importance of always dealing professionally with residents.

Respectfully,

**Joshua Potts
Director of Operations**

Landscape and Maintenance

Tab 5

Quality Site Assessment

General Information

Property Name: Heritage Landing @ WGV

Date: Monday, March 02, 2020

Next Inspection Date: Monday, March 30, 2020

Client Attendees: Lourens Erasmus

Brightview Attendees: William Buerki

CUSTOMER FOCUS AREA:

Amenities, Heritage Landing pkwy, Common elements

MAINTENANCE ITEMS:

- 1) Athletic fields are in good shape with the exception of two 10 x 10 area where the goal typically sits. Spring fertilization will bring the color back to the fields.
- 2) Mulch installation is Continuing and is on schedule to be completed the first week of March
- 3) Crew worked on leaf removal at the amenity center prior to Mulch install. Leaves were hand raked and burlapped for removal.
- 4) Liriope grasses in pool area need to be cut back. Scheduled for the first week of March.
- 5) Weed control in turf is good throughout the site. Upcoming fertilization will return the green color to the Turf areas.
- 6) Jasmine beds are in need of shaping at time of inspection. This work is scheduled for March
- 7) Viburnum hedge near powerlines is in need of pruning. Crew attempted to prune but there is a high population of honey bees in the shrub. This is probably magnified as the shrub is in its flowering process. We will allow the viburnum to finish flowering and reevaluate for pruning
- 8) Smilac Vines are making their annual push on many of the shrub areas on Heritage Landing Parkway. Maintenance crew will combat these by hand-pulling on a weekly rotation until eradicated

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Install one pallet of Saint Augustine sod to fill empty bed space
- 2) Propose to replace failing Jasmine with Saint Augustine turf to create a cleaner appearance. Proposal previously presented. Representing this month

NOTES TO OWNER/CLIENT:

- 1) Spring flower installation scheduled for the fourth week of March. We will be sending over a notice two weeks ahead and staging the existing flowers near the power-lines
- 2) Turf fertilization scheduled for the second week of March. This will include all common grounds as well as the athletic fields

Quality Site Assessment

Maintenance Items

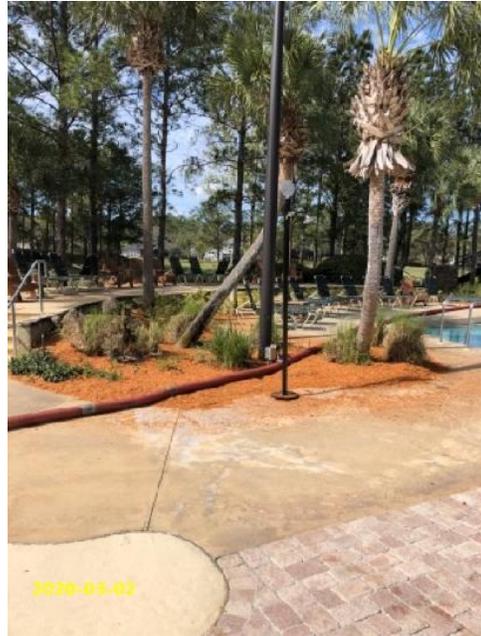
Athletic fields are in good shape with the exception of two 10 x 10 area where the goal typically sits. Spring fertilization will bring the color back to the fields.



[1 / 8]

Maintenance Items

Mulch installation is Continuing and is on schedule to be completed the first week of March



[2 / 8]

Maintenance Items

Crew worked on leaf removal at the amenity center prior to Mulch install. Leaves were hand raked and burlapped for removal.



[3 / 8]

Maintenance Items

Liriope grasses in pool area need to be cut back. Scheduled for the first week of March.



[4 / 8]

Quality Site Assessment

Maintenance Items

Weed control in turf is good throughout the site. Upcoming fertilization will return the green color to the Turf areas.



[5 / 8]

Maintenance Items

Jasmine beds are in need of shaping at time of inspection. This work is scheduled for March



[6 / 8]

Maintenance Items

Viburnum hedge near powerlines is in need of pruning. Crew attempted to prune but there is a high population of honey bees in the shrub. This is probably magnified as the shrub is in its flowering process. We will allow the viburnum to finish flowering and reevaluate for pruning



[7 / 8]

Maintenance Items

Smilac Vines are making their annual push on many of the shrub areas on Heritage Landing Parkway. Maintenance crew will combat these by hand-pulling on a weekly rotation until eradicated



[8 / 8]

Quality Site Assessment

Recommendations for Property Enhancements

Install one pallet of Saint Augustine sod to fill empty bed space



[1/2]

Recommendations for Property Enhancements

Propose to replace failing Jasmine with Saint Augustine turf to create a cleaner appearance. Proposal previously presented. Representing this month



[2/2]

Tab 6

Proposal for Extra Work at Heritage Landing @ WGV

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

Project Name Swallowtail Lane
Project Description Landscape Enhancements

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Hawthorne Replacement:			Subtotal	\$2,087.57
1.00	LUMP SUM	Prep Bed by removing all Hawthorne and mulch. Grade out bed and deep edge all hardscapes and bed edges.	\$450.00	\$450.00
76.00	EACH	Jack Frost - Installed	\$16.59	\$1,260.84
6.00	CUBIC YARD	Gold Mulch - Installed	\$29.46	\$176.73
1.00	LUMP SUM	Inspection, enhancement and/or adjustments to provide proper coverage to all specified areas	\$200.00	\$200.00
Sod Replacement:			Subtotal	\$545.36
1.00	LUMP SUM	Prep areas by removing any declining sod where boulders were located. Grade out bed and deep edge all hardscapes.	\$135.00	\$135.00
400.00	SQUARE FEET	Bahia Sod - Installed	\$.78	\$310.36
1.00	LUMP SUM	Inspection, enhancement and/or adjustments to provide proper coverage to all specified areas	\$100.00	\$100.00

For internal use only

SO# 6831449
JOB# 346102023
Service Line 130

Total Price \$2,632.93

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 bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license 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 are 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 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 jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the 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, assignees 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 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:

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal roots, 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 Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the 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 attorneys' 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 IS ALLOWED 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

Signature	Title
Melissa Dobbins	January 16, 2019
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

Enhancement Manager

Signature	Title
James Chadwick Knight	January 16, 2019
Printed Name	Date

Job #: 34610203 Proposed Price: \$2,632.93
 SO # 6831449

Swallowtail Lane



Conceptual Landscape Design
St Augustine, Florida

Tab 7

Proposal for Extra Work at Heritage Landing @ WGV

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

QTY	UoM/Size	Material/Description	Unit Price	Total
Jasmine Fill In on Heritage Landing Parkway:				Subtotal
				\$950.76
1.00	LUMP SUM	Prep Bed by removing any declining jasmine. Grade out bed and deep edge all hardscapes and bed edges.	\$135.00	\$135.00
120.00	EACH	Confederate Jasmine 1 gal. - Installed	\$6.05	\$725.76
1.00	LUMP SUM	Inspection, enhancement and/or adjustments to provide proper coverage to all specified areas	\$90.00	\$90.00
Island Tip Near Rivers Own Road:				Subtotal
				\$996.80
1.00	LUMP SUM	Prep Bed by removing any declining jasmine. Grade out bed and deep edge all hardscapes and bed edges.	\$270.00	\$270.00
8.00	EACH	Burfordii Holly 3 gal. - Installed	\$14.45	\$115.60
7.00	EACH	Flax 3 gal. - Installed	\$15.52	\$108.64
1.00	CUBIC YARD	Gold Mulch - Installed	\$29.46	\$29.46
500.00	SQUARE FEET	St Augustine Sod - Installed	\$.95	\$473.10
1.00	LUMP SUM	Inspection, enhancement and/or adjustments to provide proper coverage to all specified areas	\$.00	\$.00

For internal use only

SO# 6843078
JOB# 346102023
Service Line 130

Total Price \$1,947.56

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 bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license 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 are 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 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 jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the 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, assignees 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 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:

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 trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the 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 attorneys' 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 OR CONSTRUCTION DEFECTS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature Title

Melissa Dobbins February 01, 2019

Printed Name Date

BrightView Landscape Services, Inc. "BrightView"

Enhancement Manager

Signature Title

James Chadwick Knight February 01, 2019

Printed Name Date

Job #: 34610203 Proposed Price: \$1,947.56
SO # 6843078

Island Tip Near River's Own Road



*Conceptual Landscape Design
St Augustine, Florida*

Amenity Center and Field Maintenance

Tab 8



Heritage Landing CDD Meeting
March 12, 2020
Facility Manager Report
Jacqui Naumann, Amenity Manager

Lifestyle

Ongoing Programs

- 904Tennis. Kids Groups 6+, Tuesdays afternoons
- Kripalu Yoga, Tuesday evenings at 7pm
- Food Trucks every Friday 5pm-8pm
- Destiny Dance Lessons, Tuesday mornings in the HR
- Business Networking Group, 2nd Wednesday of each month at 6:30 pm
- Bookmobile and Story Time, twice monthly (dates TBA)
- Family Movie Night (weather permitting) outdoors/indoors during winter months

Upcoming Events & Programs:

- Spring Break (Mar 13th-22nd)
- 3/13: SHAM-ROCK Food Truck Event; we will have fun handing out lots of St. Patrick's Day theme novelty items, play games for different age groups, scavenger hunts and enjoy some music.
- 3/13 - 3/22: Food Trucks Daily 11a-2p (2p-5p on Monday 2/16)
- 3/17: Elections in the Heritage Room (St. Patrick's Day)
- 3/20: Magic Show featuring Mark Alan
- MIX & MINGLE Heritage Happy Hour...Cancelled for March
- 3/29: Community VS Community Kickball Game at Bartram Springs. Participating communities will create teams of 15 players to enter.

Concluded Events:

EVENT	ATTENDANCE	BUDGET	ACTUAL EXPENSE
Daddy Daughter Dance	90-100	\$250	\$258
<p><u>Event Synopsis:</u> The Daddy Daughter Dance is a fun evening for all the young girls and the special men (Dads) in their lives. DJ provided fun and engaging dance tunes and activities for the guests. The lights were dimmed and colored up lights were placed to set the mood. The room was decorated with a Valentine theme; creating the setting of a father's love for his daughter. The counter was filled with sweet treats like scrumptious cupcakes, heart shaped cookies, pink lemonade and so much more... The event received rave reviews; nothing but positive feedback.</p>			



EVENT	ATTENDANCE	BUDGET	ACTUAL EXPENSE
Movie Night	11	\$0	\$2
We showed the movie Toy Story 4. We were able to use the outdoor theater even though the weather was cool.			



February	ATTENDANCE	BUDGET	ACTUAL REVENUE
Food Trucks	over 200	\$0	\$400
Event Synopsis: We have 3-4 Food Trucks come to the amenity center every Friday. The attendance is high with over 200 residents each week. We collect \$25 per truck to be here. February brought in \$400 for 2/7, 2/14, 2/21, 2/28.			



Marketing- “Coming Soon”

*Events are marketed via newsletter, eblasts, website, chalkboard signs, lawn signs, bulletin boards & gym wall.

April Events & Programs

- 4/5: Spring Carnival
- 4/7 - Chic-Fil-A To Go
- 4/3, 4/10, 4/17, 4/24 - Food Truck Friday
- 4/21: Mommy & Me Swimming Lessons
- 4/25 – Adults Only: Disco Party! Welcome to the 70’s!

Facility

1. Started Hiring Certified Lifeguards for Spring Break, Weekends & Summer
2. Lifeguards will be working during spring break except Monday, March 16th
3. Official Pool Hours:
 - Proposed Summer Schedule:
 - 5am-10pm Sun-Sat
 - Current Summer Schedule:
 - 5am-8pm Sun-Thur
 - 5am-9:30pm Fri & Sat

Requires Board Discussion

1. Currently, we are looking forward to hosting a variety of events to meet the needs of the community. Still focusing on family style events, we are looking to host events in specialty areas, i.e. adult events, teen & preteen events, children’s events, etc....
 - Age Specific Events
 - Alcohol (Beer & Wine) Events
 - Pool Parties, etc...
2. Special Event Budget:
 - Increased pricing
 - Food Truck Revenue
 - Fundraising
3. YMCA Agreement

Tab 9



Heritage Landing Field Operations Manager Report

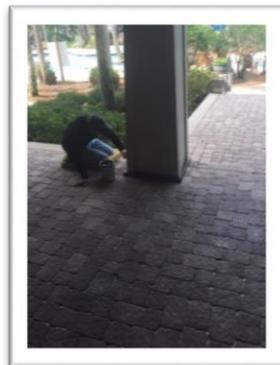
Date of report: 3/2/2020

Submitted by: *Lourens Erasmus*

Project and actions items:

1. I met with FPL and we looked at some lighting at the community entrance. Waiting on them with options. An agreement for two free lights has been signed. Approximate installation date in 4 months.
2. Trash cans were picked up and delivered by Vesta. We placed them at the roundabout and next to the sidewalk where there used to be one.
3. Structural engineer came and inspected our slide tower. Based on his observations we have engaged a welder to remove and replace rusty pickets and hand rails. Waiting on full engineer's report.
4. Multiple light bulbs have been replaced.
5. Met with masonry contractors about sidewalks. Have received two bids and waiting on third.
6. Repaired light fixture on the bridge.
7. Proposals have been signed with SR Smith to repair aquatic lifts. Smith has not provided a projected date of completion. Staying on top of them to complete.
8. Pool deck grinding agreement was signed and scheduled to begin first week of March.
9. Removed rust stains from the pool around the returns.
10. Picked up trash from preserve that kids left behind.
11. Continue to perform our routine maintenance: replacing flush valves on the toilets, black metal fence pickets, etc.

Painting around Heritage Room:



All doors, door trim and bottom trim around columns have been painted.
Fence between pump room and side gate has been reinforced to prevent unauthorized access to the pool.

Pool deck showers painted:

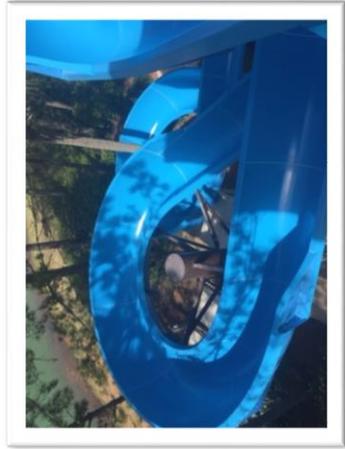


Showers were cleaned, prepped and painted ready for the season.

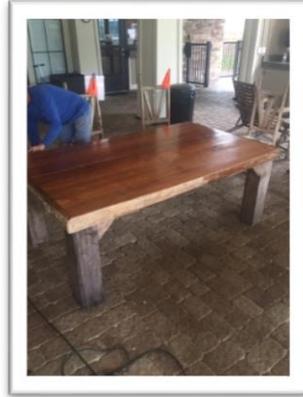
SlideRenu painted the interior of the slide:



Slide was delaminating exposing the top clear coat surface. Refurbishment addressed all areas and it looks great!



Refinishing tables in front of Heritage Room:



Tables were sanded down and prepped. Several layers of polyurethane have been added to protect the wood.

Should you have any comments or questions feel free to contact me directly.

lerasmus@vestapropertyservices.com



Tab 10



6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: February 24, 2020

Biologist: Jim Charles

Client: Heritage Landing CDD

Waterways: Thirteen Ponds

Comments: Partly sunny, 62 F and calm.

Pond 1: Pond was in good condition. Pond level is normal.



Pond 2: Pond was in fair condition. Pond level is normal. One fountain running, one not. I informed our fountain department. Treated entire perimeter for torpedo grass, alligator weed, pennywort and spatterdock.



Pond 3: Pond was in good condition. Water level is normal. Torpedo grass continues to decay.



Pond 4: Pond is in good condition. Water level is normal. Both fountains running normally. I will add pond dye to this pond next visit.



Pond 5: Pond was in good condition. Pond level is normal.



Pond 6: Pond was in good condition. Water level is normal.



Pond 7: Pond was in good condition. Pond level is normal.



Pond 8: Pond was in good condition. Fountain running normally. Water level is normal.



Pond 9: Pond was in good condition. Water level is normal.



Pond 10: Pond was in good condition. Water level is normal.



Pond 11: Pond was in very good condition. Pond level is normal.



Pond 12: Pond was in improved condition. Pond level is normal. Perimeter treatment last month for torpedo grass, alligator weed and pennywort had good results.



Pond 13: Pond was in good condition. Pond level is normal. This pond continues to clear up.



Please call with questions or comments,

Jim Charles

District Manager

BUSINESS ITEMS

**Consideration of Audit
Committee
Recommendation**

Discussion Regarding Soccer Programs

Tab 11

HERITAGE LANDING CDD

PROPOSAL WORKSHEET

JOB	QTY	VENDOR	QUOTE	NOTES	ACTION
Rodent control	1	Turner Pest	\$880 one time \$220 monthly for 3 years Total first year \$3,520	Exclusion work to the Amenity Center Exclusion work ongoing if needed Snap traps placed and checked Futurerodent infestation clean out Install Smart Box Install 2 Smart Catch devices Install Smart Connect that connects devices We currently do have the rat boxes under our pest control.	
	1	Truly Nolan	\$4,500 one time Total first year \$4,500	Exclusion of the Amenity Center Trapping and removal services Sanitation treatment on effected areas Warranty for 1 year after that \$300 annually to renew.	
	1	TruTech	\$3,450 one time \$529 one time \$80 a month for 12 Months Total first year \$4,939	Exclusion of the Amenity Center Sanitizing treatment 10-15 Trapping and deterrents put out Putting rodent boxes out and servicing them monthly. This option will serve as their warranty.	



Premium Quality Assured Pest Management Program

Heritage Landing Amenity Center

370 Heritage Landing Parkway

St. Augustine, FL, 32092

February 12, 2020

The Proposal and Pricing contained herein will be honored 30 days from printed date above.

Company Information

Florida Based

Turner Pest Control is based in Jacksonville, FL and fully involved in its community. We are well aware of the unique demands our environment puts on customers and have been successfully managing those demands since 1971. With over 175 employees statewide, we can respond and service any customer effectively.

Industry Leader with a Focus on Quality

Turner Pest Control prides itself on being an industry leader when it comes to Integrated Pest Management and the use of technology to provide a higher level of service to our commercial customers while performing our services in a safe and environmentally responsible manner. From handhelds in the field to advanced bar coding reporting capabilities, and our Quality Assurance Program, Turner is committed to providing only the highest level of service to all of our customers.

Specialized Commercial Division

Unlike most local and regional companies, Turner Pest Control has a dedicated commercial division with its own technicians and experts. This division is managed and serviced by associates that are specifically trained and focused on the unique needs of commercial properties and businesses.

Quality Assurance Director

Unique to Turner and its customers is the access and utilization of our on staff Quality Assurance Director. This professional answers to our CEO and will play an integral part in reviews of your service and protocols.

Service Materials

Only EPA approved pesticides will be used in accordance with product labels. Turner Pest Control will maintain all Material Safety Data Sheets of materials used. As Material Safety Data Sheets change, Turner will maintain the changes as well.

Insurance

The Following Insurance is in effect at the present time:

Worker's Compensation	\$1,000,000.00
General Liability	\$1,000,000.00 / \$3,000,000.00
Umbrella Liability	\$5,000,000.00

A certificate of insurance can be issued to you upon request after acceptance of this agreement.

Emergency Service

Emergency service will be provided for covered pests and services. Our policy is to initiate corrective measures as soon as possible (within the same day) or within the following twenty four hours of notification.

Service Authorization

Approval of this agreement acknowledges that Turner Pest Control will provide the services details in the following Scope and Services section. Any associated fees for non-covered pests, equipment or services must be approved in writing prior to additional services being initiated.



Service Features

Service Reports

Our technicians will provide a complete service report that identifies materials used, location of use, pests (if any) identified and any sanitation or structural deficiencies. Our services are designed to provide recommendations for ongoing structural improvements in your facility in order to assist in pest elimination. Our documentation and reporting also provides detailed and accurate information required for regulatory compliance. A copy of this report can be sent electronically or a hard copy can be provided. Detailed service reports are also accessible online.

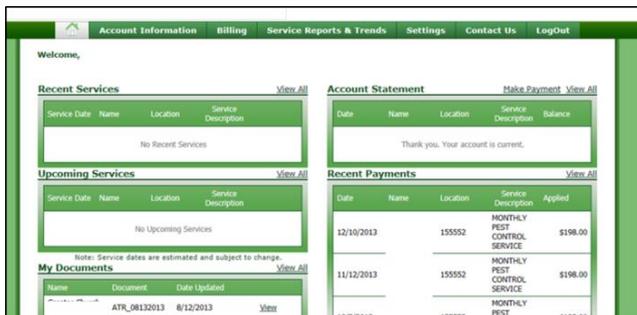
Turner Pest Control utilizes state-of-the-art technology in data collection. Through the use of this technology, Turner is able to work with customers to develop customized reports detailing all data collected during our service visits.

GPS Tracking

Turner also maintains a GPS tracked fleet so that vehicle and technician movement can be closely monitored and corroborated with service records as part of our quality control standards.

Service Suite

In addition to instantaneous emailed service reports and the use of Turner's Customer Service Call Center, customers also have available an online Service Suite to access valuable account information.



The screenshot displays a web-based interface for a customer's account. The navigation menu includes: Account Information, Billing, Service Reports & Trends, Settings, Contact Us, and LogOut. The main content area is divided into several sections:

- Welcome:** A simple greeting.
- Recent Services:** A table with columns for Service Date, Name, Location, and Service Description. It currently shows "No Recent Services".
- Upcoming Services:** A table with columns for Service Date, Name, Location, and Service Description. It currently shows "No Upcoming Services". A note below states: "Note: Service dates are estimated and subject to change."
- My Documents:** A table with columns for Name, Document, and Date Updated. It shows one document: "ATR_08132013" with a date of "8/12/2013" and a "View" link.
- Account Statement:** A section with a "Make Payment" link and a "View All" link. It contains a message: "Thank you. Your account is current."
- Recent Payments:** A table with columns for Date, Name, Location, Service Description, and Applied. It lists two payments:

Date	Name	Location	Service Description	Applied
12/10/2013	15552		MONTHLY PEST CONTROL SERVICE	\$198.00
11/12/2013	15552		MONTHLY PEST CONTROL SERVICE	\$198.00

Rodent Service and Scope Details

How it works.

1. Analysis and plan development: We closely inspect your site and conduct interviews. We then determine the optimal plan for your business. Existing infestations are exterminated.
2. Installation and connection: We strategically place non-toxic traps and sensors that will detect activity and infestations. We receive real-time reports wirelessly.
3. Inspections and service: When any rodent activity is reported by the system, we take immediate action. We also do regular inspections, handle emptying and relocating traps as needed, analyze data, and keep you informed.

The benefits to your business.

- Detect the presence of vermin early
- Constant monitoring and immediate alerts
- 100% non-toxic
- Identifies problems before they become costly
- Detects activity in hidden places

Traditional Pest Control

- Monitoring systems require in-person readings
- Doesn't report when activity occurs
- Difficult to determine how many pests and how often there is activity
- No focus in sewer systems
- Often relies on the use of pesticides

Anticimex SMART Pest Control

- Information on activity is sent remotely
- Sends date/time data when activity occurs
- Trend curves from each device forecasts potential infestations
- Uses unique traps for sewers
- 100% non-toxic and environmentally friendly



SMART Box

SMART Box is a multi-catch unit that deals with rodents above ground.



SMART Connect

SMART Connect is the heart of a Smart monitoring system. It captures the information and reports.



SMART Catch

SMART Catch is a single catch unit that detects and deals with rodents above ground.



SMART Eye

SMART Eye is a small sensor that detects and reports movement.

Purchase Agreement

Setup Costs

\$880 plus tax one time

- Exclusion work to Heritage Landing Amenity. (Anything higher than 15' may require additional costs for lift and services)
- Exclusion to be ongoing as needed at no additional costs (unless higher than 15').
- Snap traps to be strategically placed for initial rodent clean out.
- Snap traps to be checked and rebaited every 2 days for 1 week.
- Future rodent infestation clean outs at no additional cost.

SMART rodent control

\$220 plus tax per month

- Installation and servicing of 1 Smart Box for Rodent monitoring and control.
- Installation and servicing of 2 Smart Catch devices in strategic areas.
- Installation and servicing of 1 Smart Connect device for connectivity of devices.

February 12, 2020

The Proposal and Pricing contained herein will be honored 30 days from printed date above.

Agreement Terms and Conditions

Customer agrees to pay the amount stated for the specified services. If Turner Pest Control has made an appointment with customer and customer refuses to allow technician to treat or has not followed preparation instructions, which in turn would require a return visit, customer will be billed for one regular service visit. If the technician arrives to service the customer and any necessary equipment is damaged or missing from the work site (i.e. rodent bait stations, interior rodent traps, fly lights, etc.), the technician will replace the equipment at the expense of the customer in accordance with the equipment replacement costs outlined in this agreement. Customer will be invoiced for each regular service visit and other specified services. Payment terms are NET 30- Payment is due 30 days from completion of service.

Turner offers two standard invoicing options-

- Standard Paper Invoice via Mail
- Standard Electronic PDF invoice via Email

Pricing contained in this proposal assumes one of the above options will be utilized for invoicing and payment terms. In the event special billing is required (i.e. payment portal, company website submission, etc.), an additional service fee will be added to the recurring service(s) cost outlined in this agreement.

Should a past due account be referred to an attorney for collection or legal action be required for Turner to enforce payment under this agreement, customer agrees to pay and reimburse Turner for all court costs, attorney fees, out-of-pocket expenses, and other necessary costs that may be incurred in such proceedings together with interest at a rate of 1.5% per month. If customer is a non-resident, customer certifies that it is doing business in the state of Florida.

First Month's Invoicing will include both the set up and the initial monthly service cost.

First Month's Total Cost:	\$1,100 plus tax
Monthly Cost Each Month Thereafter:	\$220 plus tax

Turner Pest Control

Heritage Landing Amenity

Signature

Signature

Dated

Dated

Name

Name

February 12, 2020

The Proposal and Pricing contained herein will be honored 30 days from printed date above.

GENERAL TERMS & CONDITIONS – ANTICIMEX BUSINESS SERVICES

1 Application of these Conditions

- 1.1 These General Terms and Conditions – Anticimex Business Services (these “**Conditions**”) are incorporated into all contracts for pest control or other services made by Anticimex Inc. or its applicable subsidiary (collectively, “**Anticimex**”).
- 1.2 In the event of any inconsistency between Customer’s contract(s) with Anticimex and these Conditions, the terms and conditions of these Conditions will control.
- 1.3 Certain capitalized terms are defined in §15.

2 Inspection and preparatory Pest Control

- 2.1 Prior to the commencement of any services to be provided under the Agreement, Anticimex may, at its option, inspect the Object in order to make a risk assessment.
- 2.2 Based on the results of the inspection mentioned above in section 2.1, Anticimex may carry out preparatory Pest Control on the terms and conditions mutually agreed upon by the Parties. If the Customer does not agree to the preparatory Pest Control which Anticimex determines are necessary to provide the services, Anticimex may, at its option, cancel the Agreement with no further obligation to Customer.

3 Contract Period and Renewal

- 3.1 Unless explicitly stated otherwise in the Agreement, the “**Contract Period**” is three (1) years from the effective date of the Agreement.
- 3.2 If either Party does not wish to renew the Agreement, this Party must notify the other Party no later than three (3) months prior to the end of the Contract Period or any renewal period. If such notice is not given, the Agreement is automatically renewed and extended for an additional one (1) year from the end of the initial Contract Period or any renewal period.

4 Commencement of the Agreement

- 4.1 The Agreement will enter into force on the date of the execution of the Agreement.

5 Fees and charges

- 5.1 The Customer undertakes to pay a monthly fee as set out in the Agreement. The monthly shall be paid NET30 from the date of invoice, unless explicitly stated otherwise in the Agreement.
- 5.2 Anticimex may increase the annual fee with respect to any future year. If Anticimex increases any annual fee by more than the Permitted Increase, Anticimex shall notify Customer of any increase of the annual fee no later than three (3) months prior to date on which the next annual fee is due. In the case of such an increase by more than the Permitted Increase, the Customer may, at its option, terminate the Agreement (effective on the day prior to the next annual fee payment date) by delivering a written request for termination to Anticimex. Such termination request must be delivered to Anticimex not later than thirty (30) days after the Customer’s receipt of Anticimex’ notification of increase. Such termination will not relieve Customer of its obligations to pay any amounts due to Anticimex with respect to any period prior to the termination date.
- 5.3 Anticimex reserves the right to, in addition to the annual fee, charge the Customer for Anticimex’ performance of additional services (such as expedited service, technical service and troubleshooting), in each case as such additional services are mutually agreed by Customer and Anticimex.
- 5.4 In the event of a late payment a penalty interest in arrears will apply at LIBOR plus 3% (not to exceed the maximum interest rate allowable by applicable law and regulation).

6 Changes to the Agreement

- 6.1 Anticimex may from time to time modify the terms of the Agreement, including these Conditions. Any such change will not be effective against Customer unless Anticimex notifies Customer in writing of such potential changes no later than three (3) months prior to the proposed effective date of the change.
- 6.2 Notwithstanding the foregoing, with respect to any change to the Agreement reasonably required in order to comply with applicable law and regulation or reasonably necessary in order to provide the services, Anticimex shall give notice to Customer as soon as practicable under the circumstances, which notice must specify the effective date of the proposed change.
- 6.3 If the Customer does not accept the changes, the Customer may, at its option, terminate the Agreement by delivering a written request for termination to Anticimex not later than ten (10) days after the Customer’s receipt of Anticimex’ notification of the changes. In the event of such termination, Anticimex shall reimburse the Customer for any unused portion of the most recent prepaid annual fee (based on a 365 day year and actual number of days elapsed).

7 Anticimex’ obligations

- 7.1 Anticimex will perform Pest Control at the Object. The method of Pest Control will be determined by Anticimex on a case by case basis with attention to human welfare, environmental aspects and such other factors as Anticimex determines to be appropriate. In the event that the Agreement includes Pest Control of Movables, and Pest Control must be performed at another location than at the Object, the Customer shall be responsible for all reasonable and documented costs incurred by Anticimex for transporting Movables.
- 7.2 Anticimex shall use commercially reasonable efforts to mitigate any risks related to the working environment at the Object.
- 7.3 Anticimex will provide documentation regarding inspections, proposals for measures, reading protocols etc. related to the Agreement. The Customer may use such documentation in the course of the Customer’s business. The documentation is

provided for the Customer's reliance only and Anticimex provides the documentation on the condition that no third party is entitled to rely on the content of the documentation.

- 7.4 Other than mounting and dismounting of Anticimex' Equipment, Anticimex will not be responsible for construction or alteration of any Buildings in connection with providing the services unless explicitly agreed upon in the Agreement.
- 7.5 Anticimex' obligations do not include professional food handling unless explicitly agreed upon in the Agreement
- 7.6 Anticimex' obligations do not include Pest Control of Movables and/or Goods unless explicitly agreed upon in the Agreement, and in any event subject to the provisions in section 7.1.
- 7.7 Anticimex will perform the services during the normal operational hours of Anticimex, unless explicitly agreed otherwise in the Agreement.

8 The Customer's obligations

- 8.1 The Customer shall:
 - 8.1.1 grant Anticimex access to the Object in accordance with Anticimex' instructions;
 - 8.1.2 provide any equipment reasonably requested by Anticimex for access to the Object. This includes, but is not limited to, ladders and skylifts;
 - 8.1.3 perform any preparations, prior to Pest Control, in accordance with Anticimex' instructions. This includes, but is not limited to, construction or alteration of Buildings as requested by Anticimex' in connection with the services;
 - 8.1.4 carefully follow all instructions given by Anticimex;
 - 8.1.5 ensure that all relevant areas or parts of the Object are accessible for the placement or mounting of equipment by Anticimex;
 - 8.1.6 ensure that proper power supply, in accordance with Anticimex' instructions, is available if electrical or electronic equipment is being or has been mounted. This may include power supply from the electrical grid or via battery power;
 - 8.1.7 be responsible for electricity revisions, and any electricity safety measures required at the Object;
 - 8.1.8 notify Anticimex of any particular conditions related to the Object. This includes, but is not limited to, any sensitive or restricted areas as well as any restrictions related to the access to these areas and/or other parts of the Object. To the extent necessary, the Customer shall provide Anticimex with any special equipment or similar which is needed to access all or part of the Object;
 - 8.1.9 immediately notify Anticimex if the Customer becomes aware that any of Anticimex' Equipment, including electronic traps and monitoring devices, signage, or control stations, has been damaged, moved, improperly used, or otherwise harmed or mishandled; and
 - 8.1.10 immediately notify Anticimex if the Customer suspects or becomes aware of any circumstances or events related to the Agreement which may adversely affect any Party's ability to fulfil its obligations under the Agreement.
- 8.2 The Customer shall comply with the applicable working environment legislation with respect to the Object. In addition, the Customer must, regardless of whether this is required by the applicable working environment legislation or not, create a safe working environment for Anticimex' staff. This includes an obligation for the Customer to provide information and otherwise take any necessary measures, to create a safe working environment for Anticimex' staff.
- 8.3 The Customer shall be responsible for any restoration of Buildings following the mounting and/or dismounting of Anticimex' Equipment and/or after Pest Control.

9 Equipment; Data; Intellectual Property Rights

- 9.1 Anticimex' Equipment remains the property of Anticimex unless explicitly agreed otherwise in the Agreement.
- 9.2 The Customer shall be responsible for safeguarding Anticimex' Equipment. Without limiting the foregoing, the Customer shall reimburse Anticimex for the cost of any Anticimex' Equipment which is damaged, lost or destroyed as a result of the Customer's actions or omissions.
- 9.3 Anticimex is entitled to enter the Object and repossess Anticimex' Equipment upon the expiration, cancellation or termination of the Agreement.
- 9.4 The Customer, at its own cost, shall be responsible for disposing of the Customers' existing hardware products in a manner which is environmentally friendly and consistent with applicable law and regulation.
- 9.5 Some Anticimex' Equipment have an integrated system where Data (including information regarding the use and performance of the Anticimex' Equipment, such as but not limited to equipment failures, observations of equipment performance, measurement data, sensor levels) is stored automatically. Such Anticimex' Equipment may digitally send, upload, communicate or transmit Data to Anticimex for use by Anticimex in accordance with this section 9.5.

All Data relating to the Service is owned by Anticimex.

Anticimex may use Data for any purpose including but not limited to provide and manage the Service, statistical purposes, development of the Service, Anticimex' Equipment and other Anticimex products or services, research and marketing. To the extent that personal data of Customer's users is included in the Data, Anticimex will not share or disclose personally-identifying information of Customer's users except as required to provide the Service and to comply with applicable laws.
- 9.6 All Intellectual Property Rights in, the Service, Data and/or Anticimex' Equipment is and remains the property of the Anticimex (and its licensors).

If the Customer provides Anticimex with ideas, comments or suggestions relating to the Service and/or Anticimex' Equipment all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, services, methods, enhancements, modifications or derivative works), are owned solely by Anticimex and Anticimex may use or disclose the feedback for any purpose.

Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Anticimex to the Customer.
- 9.7 For the purposes of this Section 9, "Service" means the services to be provided to Customer by Anticimex under this Agreement.

10 Limitation on Liability

- 10.1 Anticimex will be liable only for direct damage to property or personal injury caused by the gross negligence of Anticimex in its performance of services at the Object. Without limiting the foregoing, Anticimex will not be liable to any person for special, indirect, incidental or consequential damages, including, but not limited to, loss of business, opportunity, revenue, or data.
- 10.2 Anticimex' liability under the Agreement shall never exceed the replacement value of damaged property. The liability of Anticimex under the Agreement is under all circumstances, limited fees paid under the Agreement.
- 10.3 Anticimex will not be liable for any fees, fines, administrative fines, penalties, or any other similar sanctions which may be imposed on the Customer following an inspection or an incident.
- 10.4 Anticimex will not be liable for any fees incurred by or imposed on the Customer for supervisions or inspections according to any applicable environmental legislation.

11 Complaints and Limitation Rules

- 11.1 The Customer shall notify Anticimex in writing of any damages or claims as soon as possible after the Customer has become aware of or should have become aware of (i) the damage, or (ii) the event, negligence or omission causing the damage, in each case in reasonable detail. Any such notice must be delivered to Anticimex within three (3) months from the earliest of (w) the time the latest service was completed or interrupted, (x) the termination or expiry of the Contract, (y) the date on which the Customer actually became aware of the claim, or (z) the date on which the Customer should have become aware of such damages or claims.
- 11.2 If written notice is not given within the time set forth in section 11.1 the Customer has forfeited its right to claim compensation from Anticimex.

12 Force Majeure

- 12.1 If Anticimex' performance of its obligations under the Agreement is prevented or is rendered unreasonably difficult by circumstances which Anticimex has no reasonable control over, Anticimex will not be obligated to perform its obligations for the time which the circumstance in question prevents Anticimex' performance or renders it unreasonably difficult, nor for a reasonable time thereafter. Such circumstances include, but are not limited to, war, mobilization, insurrection, confiscation, currency restrictions, shortage of means of transport, general scarcity of goods, restrictions on fuel, disturbance on the labour market, disruptions in hardware or software, acts of civil or military authorities, exceptional weather conditions, or any other circumstance beyond the control of Anticimex.
- 12.2 If a circumstance described in section 12.1 prevents Anticimex' performance or renders it unreasonably difficult for more than six (6) months, either Party may terminate the Agreement with immediate effect by notifying the other Party in writing.

13 Termination of the Agreement

- 13.1 The Customer may terminate the Agreement if Anticimex
- (i) materially breaches the Agreement and despite the Customer's written request for remedy fails to correct the breach; or
 - (ii) despite the Customer's written request for remedy repeatedly breaches the Agreement in the same manner more than twice in any six (6) month period.
- In the event of such immediate termination, Anticimex shall reimburse the Customer for any unused portion of the most recent prepaid annual fee (based on a 365 day year and actual number of days elapsed).
- 13.2 Anticimex may terminate the Agreement with immediate effect and/or suspend its performance of the service with immediate effect if
- (i) the Customer has failed to make a payment under the Agreement by the specified deadline;
 - (ii) the Customer has not cooperated with or assisted in Anticimex' performance of the service as reasonably requested by Anticimex;
 - (iii) the Customer has not followed Anticimex' instructions with respect to the services;
 - (iv) the Customer has failed to fulfil its obligations under section 8 above, if the Customer in any other way has failed to fulfil its obligations towards Anticimex, or if the Customer otherwise has breached the Agreement; or if
 - (v) Anticimex has particular grounds for termination. Such particular grounds include, but are not limited to, changes in applicable legislation, a substantially increased risk of damages, or a change in the business activities of the Customer, in each case which in Anticimex' reasonable discretion prevent or materially decrease Anticimex' ability to perform the services or to receive the benefits (economic or otherwise) of the Agreement.
- Solely with respect to termination pursuant to Section 13.2(v) above, the Customer will not be liable to Anticimex for special, indirect, incidental or consequential damages, including, but not limited to, loss of business, opportunity, revenue, or data.

14 Processing of data - Confidentiality

- 14.1 *Personal Data*
The Parties are responsible for ensuring that the processing of personal data takes place in accordance with applicable law and regulation.
- 14.2 *Confidentiality*
Anticimex undertakes not to disclose confidential information which Anticimex has received from the Customer or which Anticimex learns as a consequence of the performance of the services under the Agreement to a third party. This obligation only applies to information which the Customer has labelled or identified as being confidential.
- 14.3 The obligation of confidentiality in section 14.2 will not apply to information which was publicly known, information which Anticimex has developed independently without relation to information received from the Customer, or to information

received by Anticimex from a third party. Moreover, the obligation of secrecy will not prevent disclosure made by Anticimex which is required by applicable law or regulation or by an order issued by a governmental authority.

15 Definitions. As used herein:

15.1 *Agreement*

“Agreement” means a legally binding contract between Anticimex and the Customer for the sale and purchase of services ordered by the Customer and accepted by Anticimex in accordance with these Conditions. The Agreement and these Conditions constitute one and the same document.

15.2 *Anticimex’*

Equipment

“Anticimex’ Equipment” means all equipment owned by Anticimex and mounted by Anticimex or placed in or adjacent to the Object by Anticimex.

15.3 *Building*

“Building” means buildings at the Object and properties at the Object which belong to the building and includes, for example, fixtures, and other objects which the Building has been fitted with for permanent use. The sewage system is never included in a “Building”.

15.4 *Customer*

“Customer” means the Party to the Agreement receiving any services from Anticimex for remuneration in accordance with the Agreement.

15.5 *Data*

“Data” means all data (including personal data) that is held, created, generated, stored, used or transferred when using the Anticimex’ Equipment as part of the Service.

15.6 *Goods*

“Goods” means raw materials, products being processed, fully- or semi-finished goods, goods acquired for reselling, and any packing materials for the items mentioned above.

15.7 *Intellectual*

Property

Rights

“Intellectual Property Rights” means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

15.8 *Movables*

“Movables” means personal property and includes, for example, furniture, equipment, machinery, shelves, gondolas etc. which can be moved from the Object.

15.9 *Object*

“Object” means the business premises of the Customer subject to Pest Control as specified in the Agreement.

15.10 *Party/Parties*

“Party” and/or “Parties” means Anticimex or the Customer, or both Anticimex and the Customer (as is applicable).

15.11 *Permitted Increase*

“Permitted Increase” means, with respect to any annual fee, a percentage increase of not more than 5% of the prior year’s aggregate annual fee.

15.12 *Pest Control*

“Pest Control” means professional measures for pest control through counselling, use of traps or other mechanical Pest Control measures and/or chemical treatment, in accordance with applicable standards and regulations.

16 Disputes

16.1 This Agreement will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would result in the application of the laws of any other jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEW YORK IN EACH CASE LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

16.2 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.1

February 12, 2020

The Proposal and Pricing contained herein will be honored 30 days from printed date above.

Welcome Lourens

Thank you for choosing Truly Nolen Saint Augustine!

Congratulations on choosing the best pest service!!

Please review the following agreement and then sign. You will receive a copy via email for your records. Thanks!

Bm #373	
Rte #1	
Start Dt	
Time	
TRULY NOLEN RODENT & EXCLUSION AGREEMENT	
Date: <u>2020-01-31</u>	
This agreement is made between Truly Nolen Saint Augustine (hereinafter referred to as Truly Nolen) and Lourens Erasmus	
Service Address	<u>370 Heritage Landing Pkwy</u>
City, State, Zip	<u>St. Augustine, FL 32092</u>
Service Phone	<u>(904)536-6217</u>
Alt Phone	
Email Address	<u>lerasmus@vestapropertyservices.com</u>
Billing Address	<u>370 Heritage Landing Pkwy</u>
City, State, Zip	<u>St. Augustine, FL 32092</u>
	
Slab Type	<u>E</u>
Construction Type	<u>Comm</u>
# Stories	<u>2</u>
Total Linear Feet	
Accessible attic/crawls?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> VALUE RODENT	
Includes exclusion, trapping and rodent removal services.	
\$4250.00	
<input type="checkbox"/> PREFERRED RODENT	
Includes exclusion, trapping, rodent removal services, and sanitation parasite/vector treatment.	
\$4250.00	
\$250.00	Excl/Trapping
\$4500.00	S/V
	Total
<input type="checkbox"/> PREMIUM RODENT	
Includes exclusion with one-way door, sanitation, parasite & vector treatment, and smoke test.	
\$0.00	Excl/Trapping
\$0.00	S/V
\$0.00	Smoke
\$0.00	Total

[] **INSULATION REMEDIATION RECOMMENDED** With your current rodent issues, TRULY NOLEN recommends either a partial or full insulation remediation.

Special Instructions:

Proposal includes exclusions on entire community center structure. Upon exclusion, facility would be trap checked and re-baited weekly with removal of any rodents. This protocol will be followed until (2) consecutive clear trap checks and its determined facility is rodent free. At this time, a DSV (disinfectant sanitation vector) product will be applied

to high activity areas, and feces will be vacuumed and removed where reasonably possible. Additional service of 8 bait boxes(8 x \$25=\$200) not included.

Work will not commence until payment is made in accordance with terms herein stated.

Guarantee Agreement carries a one year guarantee covering re-infestation, workmanship, and materials within original scope of work. If the initial exclusion effort fails, then TRULY NOLEN will re-inspect and repair or replace damaged materials at no additional charge. If structure is re-infested, TRULY NOLEN will render services needed to control the infestation (e.g., trapping, etc.) at no additional charge. Guarantee excludes any property or damage sustained due to a rodent infestation. Guarantee does not cover additional trapping and/or exclusion work beyond original scope of work. Should BUYER construct a home addition, guest house, etc. and wish to place that addition under contract after the original agreement was enacted, then he/she may contract for rodent service for that specific area under a new and separate agreement and for an additional fee. At the end of the guarantee period, BUYER can renew the agreement at a rate of **\$300.00**. Payment of this renewal fee re-establishes the guarantee as provided for in the first year and includes an annual inspection of the structure. After the first renewal year, TRULY NOLEN may modify the renewal fee amount.

TRULY NOLEN'S Rodent Exclusion Program does not cover the removal of rodent related debris, such as feces and nesting materials, whether deposited previously or subsequent to the exclusion work unless rodent debris removal was specifically contracted for by the BUYER at an additional fee. Sanitation and vector will include minimal rodent fecal material. Full removal of fecal and nesting material is only included with TIP full remediation. If debris removal was contracted for, then TRULY NOLEN is responsible for the clean-up of previously deposited debris and/or any deposited subsequent to the initial work while the premises is under warranty. TRULY NOLEN is not responsible for any medical issues or expenses that may arise from rodent infestation and/or presence.

Total Service Investment **\$5000.00**
Discount **\$500.00**
Sales Tax (if applicable) **\$0.00**
Total Value **\$4500.00**

Amount Paid \$	Cash Receipt #	Check #
Credit/Debit Card Types: [] VISA [] MC [] AMEX [] DISC		
Card#		Exp Date
Name on Card <u>Lourens Erasmus</u>		

This Truly Nolen franchise is independently owned & operated by:

Pate Pest Service LLC
1139 Eagle Point Dr., Saint Augustine, FL 32092
Office: (904)315-7444 Email: staugustine@trulynolen.net

WARNING: Pesticides can be harmful. See caution statement on reverse side.
*** Please read Terms & Condition on reverse side of Agreement.**

trulynolenstaugustine.com 800-GO-TRULY

Truly Nolen Representative

Jamie Pate

Lic#: JB289522
Date: 01/31/2020

Owner or Authorized Agent
[*CUSTOMERSIGNATURE*]

TEXT MESSAGING BUYER agrees to be contacted via text message at the mobile number provided above-. TRULY NOLEN will use this for updating you on the status of your account or service. If you wish to unsubscribe, please reply STOP to the message or contact your local branch to be removed from the texting program.

BUYER'S RIGHT TO CANCEL If this is a home solicitation sale and if you do not want the goods or services, you may cancel this AGREEMENT by providing written notice to the SELLER in person, by regular mail, or by email. This notice must indicate that you do not want the goods or services, and must be delivered or postmarked before midnight of the third business day after you sign this AGREEMENT. If you cancel this AGREEMENT, the SELLER may not keep all or part of any cash down payment. TRULY NOLEN will deliver services after the three (3) day period, unless requested to be sooner by the BUYER, in which case BUYER waives the BUYER's right to cancel.

LIMITATION OF LIABILITY. The BUYER is purchasing a rodent control service program. The liability of TRULY NOLEN for treatment, re-inspection, re-treatment, or claims arising out of or relating to the interpretation, performance, or breach of this AGREEMENT or any claim for damages under statute or common law injury caused by performance, and/or negligence or any other tort claim in the inducement or performance of the AGREEMENT, shall not exceed the cumulative aggregate sum of \$5,000.00 for the entire period covered by this AGREEMENT. In no event shall either party be liable to the other for indirect, special, or consequential damages including, but not limited to, diminished resale value of a home or its contents, loss of use of the home or its contents, punitive damages, attorneys' fees, or loss of anticipated profits.

GENERAL TERMS, CONDITIONS AND DISCLAIMERS

1. ADDITIONS AND ALTERATIONS. The BUYER understands that the Agreement does not cover additions or alterations to the premises that create new rodent entry points into the covered structure. In the event of such alterations, BUYER should notify TRULY NOLEN so that appropriate exclusion work can be performed for an additional fee and the contract can be amended to reflect the altered premises. Should BUYER construct a home addition, guest house, etc. and wish to place that addition under contract after the original agreement was enacted, then he/she may contract for rodent service for that specific area under a new and separate agreement and for an additional fee.

2. ACCESS. TRULY NOLEN'S liability under this Agreement shall terminate if access to the premises, structure(s), or any part of the structure is refused to TRULY NOLEN for the purpose of conducting inspections.

3. ACTS OF GOD OR OTHER EVENTS. Certain events beyond TRULY NOLEN'S control may affect TRULY NOLEN'S ability to perform obligations provided for under this Agreement. These events include, but are not limited to, heavy rain, strong winds, hurricanes, or any other act of God or circumstances or causes beyond the control of TRULY NOLEN. TRULY NOLEN shall have no liability if, at its discretion, it becomes necessary to postpone, cancel, or terminate treatment as a result of such events.

4. SETTLEMENT OF DISPUTES. BUYER and TRULY NOLEN mutually agree that any dispute or controversy arising out of or relating to: (1) this Agreement, (2) any treatment or service rendered by TRULY NOLEN, (3) any damage or injury to perform or property, whether direct, incidental, or consequential, allegedly caused by TRULY NOLEN, (4) the enforcement of any claim under Guarantee, or (5) any claim regarding the sale shall be settled and resolved exclusively by arbitration. It is further agreed there shall be no class actions or joinder brought through the arbitration or any other proceedings. As a condition precedent to any action, the parties shall engage in a mediation and each party shall bear their own costs. The mediation shall be non-binding. It is further agreed that there shall be a single neutral arbitrator, and the National Arbitration Forum (NAF) shall conduct the arbitration under its rules. If the NAF is not available, then the American Arbitration Association may conduct the arbitration under its own rules. Discovery shall be permitted as provided for under the State Rules of Civil Procedure, except discovery shall not be permitted as to transactions with other customers. The arbitrators must apply all legal and equitable defenses. The arbitrator shall not have the authority to award indirect, special, or consequential damages including, but not limited to, diminished resale value of a house, building, or its contents, loss of use, lost anticipated profits, punitive damages, or attorney's fees, such damages being specifically waived. Any award of damages shall include a written decision that states reasons upon which the award is based, including all elements involved in the calculation of any award of damages. Either party may appeal the arbitrator's award to any court of competent jurisdiction. The court having jurisdiction over the appeal may adjudicate any issues as if the matter had been an appeal from a court of law or equity.

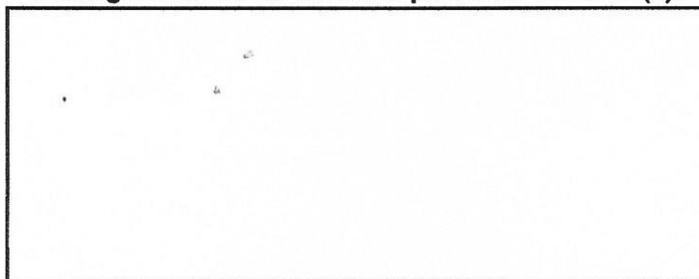
5. NOTICE TO TRULY NOLEN. Any disputes or claim under this Agreement must be made promptly in writing to Truly Nolen Saint Augustine, 1139 Eagle Point Dr., Saint Augustine, FL 32092, during this Agreement term or any approved extension. The BUYER agrees not to file any action against TRULY NOLEN without allowing TRULY NOLEN to first enter and re-inspect the building. The BUYER also agrees not to file any action unless the BUYER files it within one (1) year after sending a written claim.

6. ENTIRE AGREEMENT. This Agreement, including any attached graphs and specifications, checklists, or other documents, constitutes the entire Agreement between the parties, and may not be varied, altered, or modified in any way except by written agreement between the parties and approved in writing by a Truly Nolen Saint Augustine corporate officer. No verbal changes in the terms of the Agreement or verbal approval of deviations from performance of this Agreement shall be permitted. Any provision deemed unlawful shall be considered severed. The parties agree this is an arms-length transaction and neither intends to create a fiduciary relationship.

NOTE: PLEASE REFER TO BOTH SIDES OF THIS AGREEMENT FOR ALL DETAILS OF ANY GUARANTEE AND GENERAL TERMS AND CONDITIONS.

ACKNOWLEDGMENT: BY SIGNING THE FACE OF THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT THE BUYER HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THIS AGREEMENT AND ANY AND ALL ATTACHED CHECKLISTS, GRAPHS, SPECIFICATIONS, OR OTHER DOCUMENTS. BUYER ACKNOWLEDGES RECEIVING THE ATTACHED DIAGRAM OF THE STRUCTURE(S) TO BE TREATED.

This agreement is for an initial period of 12 month(s).



Sign above

I have read and agree to the terms and conditions of this agreement including any additional terms and disclosures listed above. I confirm that my email address is entered correctly and agree to receive my agreement, additional disclosures, and future account notifications electronically.

Clear

Sign Agreement



Service Agreement

Corporate Office: 155 Woolco Drive, Marietta, GA 30062
 Remit Payments to: Trutech LLC, PO Box 6849, Marietta, GA 30065
 Toll Free: 800-842-7296 Fax: 770-977-1616 www.trutechinc.com

Account #: 755595
 Date: 1/2/2020
 Proposed By:
 Jason Shepard

BILLING INFORMATION

Business Name:
 Name: Jackie Naumann
 Address: 370 Heritagepkwy LANDING
 St. Augustine, FL 32092-
 Phone: (904) 940-6095
 E-mail: Jnaumann@vestapropertyservices.com

SERVICE INFORMATION

Business Name:
 Name: Jackie Naumann
 Address: 370 Heritagepkwy LANDING
 St. Augustine, FL 32092-
 Phone: (904) 940-6095
 E-mail: Jnaumann@vestapropertyservices.com

Description of Services

Heritage Landing Office and Amenities Center buildings have rats getting into attic area. Marc and Myself observed a rat jumping out of the garbage can by the vending machines while I was on site. Recommending complete exclusion of the entire building, trapping session, detour deterrent treatment and monthly service agreement which also serves as the guarantee against rodents getting into this building in the future.

Animal Control	Price / Visit	Tax	Total	Visits / Year	Annual Total
A/C - Comm	\$529.00	\$0.00	\$529.00	1	\$529.00
!0-15 day trapping session and application of deterrents to remove all rodents currently in the building.					TOTAL FOR THIS PROGRAM: \$529.00
Exclusion Repairs without Warranty Program	Price / Visit	Tax	Total	Visits / Year	Annual Total
Full Exclusion Repairs	\$3,450.00	\$0.00	\$3,450.00	1	\$3,450.00
Seal all openings on amenities center building. Each end of ridge cap will be sealed. All openings in the soffit area. Openings where the wires go into ceiling will be sealed. Sanitization treatment of attic space to eliminate bacteria and odor from rodent droppings. (This helps to prevent them from trying to get back into the building.)					TOTAL FOR THIS PROGRAM: \$3,450.00
Pest Control	Price / Visit	Tax	Total	Visits / Year	Annual Total
P/C - Comm Monthly	\$80.00	\$0.00	\$80.00	12	\$960.00
Installation and monthly maintenance of bait stations to be installed along exterior perimeter of building. This will serve as the warranty for all exclusion work performed. Should any rodent gain access to the above noted building while TruTech is servicing the bait stations, the customer will not be charged for any service or exclusion related to this building.					TOTAL FOR THIS PROGRAM: \$960.00
					TOTAL FOR ALL PROGRAMS: \$4,939.00

Tab 12

HERITAGE LANDING CDD

PROPOSAL WORKSHEET

JOB	QTY	VENDOR	QUOTE	NOTES	ACTION
Sidewalk repair and replacements		David Fogg	\$7,400	Proposal includes grinding of lifted areas removal of concrete in areas to tall to grind. Forming and pouring new sidewalk.	
		All weather Contractor	\$7,980	Proposal includes grinding of lifted areas removal of concrete in areas to tall to grind. Forming and pouring new sidewalk.	
		Alpha Foundations	\$19,888	They propose to use their leveling system lift and level the sidewalks. In areas that that the system will not work they will cut out the concrete remove the roots and pour new sidewalk.	

DAVID ROGG MASSONRY LLC

~~Block-Block-Concrete-Tile~~

LD66000636688

~~2409 27th Ave. N.E. Jacksonville, Florida 32217~~
(904) 520-9950 (cell) info@rogg.com (email)

Quote

Invoice

To:

Heritage Landing CDD
Side walk repair
Grindings & Demol & Replace

Date: 02/11/19/20

Description of Work to Be Performed

- approximately 80 spots to be grinded that are marked
- approximately 21 5x5 sections to be removed
- Form up & cut-out roots from new poured areas
- pour with pump truck, finish & edge to match existing finish
- strip forms and clean up all areas

We hereby ~~accept~~ We hereby purpose to furnish labor and materials complete in accordance with the above specifications, for the sum of seven thousand four hundred dollars (\$ 7,400.00) with payments to be made as follows:

1/2 down for materials
Balance due at completion

Acceptance of Proposal
Acceptance of Proposal



7749 Normandy Blvd
#145-347
Jacksonville, Fl. 32221
Ph (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Heritage Landing HOA

Attn:Lauren -Vesta Property Services Management

2 11 20

Re;concrete

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

- >saw cut and remove the following areas of concrete listed below
- >cut any tree roots found under where the concrete was removed
- >form and pour new 3000 psi concrete in the same locations as removed
- >strip forms and cut joints as needed in new concrete
- >clean up job and haul away debris

- *amenities center -30 sq ft
- *behind the playground-75 sq ft
- *tennis court area -80 sq ft
- *baseball field/basketball courts -30 sq ft
- *nature trail -90 sq ft

>the following areas we will grind the concrete at the trip hazard areas

- *amenities center -44 lin ft
- *behind the playground -4 lin ft
- *tennis court area-66 lin ft
- *baseball field /basketball courts -40 lin ft
- *nature trail-138 lin ft

Total price \$7,980.00

Accepted _____ date _____
Thank you Scott Haines
904 402 6561



Prepared by:
Colin McQuillen
C 9042392774
colin@alphafoundations.com

Alpha Foundation Specialists, Inc.
www.alphafoundations.com
TF (800) 714-3020
O (850) 877-1313
F (850) 671-1313
License# CBC 125 7350

Prepared for:
Lourens Erasmus
lerasmus@vestapropertyservices.com
P (904) 536-6217

Job location:
370 Heritage Landing Pkwy
Saint Augustine, FL 32092-2482

Prepared on:
3-3-20

Project Summary

Table with 2 columns: Description and Amount. Rows include Custom Solution (\$21,500.00), Total Investment (\$21,500.00), Same Day Savings (\$1,612.50), Total Contract Price (\$19,887.50), Deposit Required - 20% (\$3,977.50), Deposit Paid (\$0.00), and Amount Due Upon Installation (\$19,887.50).

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 90 days.

Authorized Signature _____ Date _____

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ Date _____

Customer is paying by 3rd party financing Initial _____

Customer is paying by Check ___ Credit card ___ Initial _____

Job Details

Job Details (Continued)

Specifications

Contractor Will

Customer Will

1.) Move items at least 10 feet away from the work area.

Additional Notes

Contractor will warrant all work for a period of 5 years.

Contractor will lift and level concrete using Polylevel as often as possible.

If PolyLevel cannot be used, the concrete will be grinded.

If Concrete needs to be replaced, it will be replaced.

The work will be scheduled for 5 days.

Contracto can mobily install the PolyLevel.

Product List

Custom Solution

PolyLevel/Grinding/Concrete Replacement	1
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Limited Warranty

Standard Exclusions Permitted By State Law – This Foundation Limited Warranty (“Warranty”) is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor (“Contractor”) to the customer (“Customer”). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer’s warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor’s workers are fully covered by Workers’ Compensation insurance.

Exclusions From This Warranty – This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer’s negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor’s work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under “Customer Will” or “Additional Notes.”

Foundation Repair and Lifting. AFS assumes normal foundation construction and concrete thickness for the purpose of this proposal. If the existing structure or concrete are not of normal construction, or if previous concrete has been poured under the footing and effects proper installation of the piers an additional charge will apply. AFS will lift only what the structural integrity of the building will allow. Items such as mortar, concrete, or soil falling between cracks or behind the veneer could physically prevent the wall from moving back into position. During a lift cosmetic interior and/or exterior damage may occur (For example: Old cracks may reopen, new cracks may appear and doors and windows may have to be realigned.). This is a natural phenomenon of lifting a structure and AFS is not responsible for these repairs. NO cosmetic repairs of any sort will be provided by AFS.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Alpha Foundation Specialists, Inc.

TF (800) 714-3020

O (850) 877-1313

F (850) 671-1313

www.alphafoundations.com

P.O. Box 13469

Tallahassee, FL 32317

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I wish to cancel.

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date

Discussion Regarding Additional FPL Street Lights

**Discussion Regarding
Community Trash
Receptacles**

**AUDIENCE COMMENTS
and
SUPERVISOR REQUESTS**

ADJOURNMENT