Rizzetta & Company

Heritage Landing
Community Development District

Board of Supervisors' Meeting
October 13, 2022

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

www.heritagelandingcdd.org

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.heritagelandingcdd.org

Meeting Location:
Camp Heritage Amenity Center
370 Heritage Landing Parkway, St. Augustine, FL 32092

District Board of Supervisors	Michael Taylor	Chairman
	Alan Fernandez	Vice Chairman
	Robert Och	Assistant Secretary
	Kevin Austin	Assistant Secretary
	Achara Tarfa	Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Kutak Rock LLP
Interim Engineer	Scott Lockwood	England-Thims & Miller, Inc

All Cellular phones and pagers must be turned off while in the meeting room.
The District Agenda is comprised of five different sections:

The **regular** meeting will begin promptly at **1:00 p.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items.** The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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

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Board of Supervisors
Heritage Landing Community
Development District

October 6, 2022

Dear Board Members: **AGENDA**

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **Thursday, October 13, 2022 at 1:00 p.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. Consent Agenda
     1. Consideration of the Minutes of the Board of Supervisors' Meeting held on September 8, 2022.....Tab 1
     2. Ratification of Operation and Maintenance Expenditures for August 2022.....Tab 2
     3. Ratification of FY 2022-2023 District Insurance Policy Renewal.....Tab 3
4. **STAFF REPORTS - PART A**
   - A. District Engineer
   - B. Landscape and Maintenance
     1. Brightview Landscape Report.....Tab 4
5. **BUSINESS ITEMS**
   - A. Consideration of Brightview Proposals
     1. Pine Straw Installation.....Tab 5
     2. Enhancement Inside Pool Area.....Tab 6
     3. Enhancement of Amenity Walkway.....Tab 7
     4. Enhancement of Legacy Entrance Plants.....Tab 8
   - B. Consideration of Proposal from G&M for Holiday Lighting.....Tab 9
   - C. Discussion Regarding Vesta Amenity Management Agreement.....Tab 10
   - D. Discussion Regarding CDD Property Purchase Request (under separate cover)
6. **STAFF REPORTS - PART B**
   - A. District Counsel
   - B. Amenity Center and Field Maintenance
     1. Amenity Manager Report.....Tab 11
     2. Field Manager Report.....Tab 12
     3. Charles Aquatics Pond and Fountain Reports.....Tab 13
   - C. District Manager
7. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
8. **ADJOURNMENT** I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,
Melissa Dobbins
Melissa Dobbins,
District Manager

Tab 1

MINUTES OF MEETING

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

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Heritage Landing Community Development District was held on **Thursday, September 8, 2022 at 1:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present and constituting a quorum:

Michael Taylor	**Board Supervisor, Chairman**
Alan Fernandez	**Board Supervisor, Vice Chairman**
Robert Och	**Board Supervisor, Assistant Secretary**
Achara Tarfa	**Board Supervisor, Assistant Secretary**
Kevin Austin	**Board Supervisor, Assistant Secretary**

Also present were:

Melissa Dobbins	**District Manager, Rizzetta & Company, Inc.**
Wes Haber	**District Counsel, Kutak Rock LLC**
Scott Smith	**Vesta Property Services**
Jay King	**Vesta Property Services** *(via speakerphone)*
Todd Myhill	**Facility Manager, Vesta Property Services**
Lourens Erasmus	**Field Manager**, **Vesta Property Services**
Billy Buerki	**Brightview Landscaping**
Dominic Tirado	**Brightview Landscaping**

Public via Teleconference

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Taylor called the meeting to order at 1:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS **Public Comments**

Audience members had questions regarding next years schedule and if more bids were going to be reviewed for the upgrade to the access system.

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THIRD ORDER OF BUSINESS **Consent Items**

1. **Consideration of the Board of Supervisors' Regular Meeting Minutes held on August 11, 2022**

2. **Ratification of the Operation and Maintenance Expenditures for July 2022.**

> On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board approved the Minutes of the Regular Board of Supervisors' Meeting held on August 11, 2022, and the Operation and Maintenance Expenditures for July 2022 in the amount of $118,932.05, for the Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS **Staff Reports – PART A**

A. District Engineer

Not present.

B. Landscape and Maintenance

Mr. Buerki updated the Board that maintenance should be back on track next week and they did speak to Charles Aquatics who will get more aggressive to treat the cogon grass by the pond. He also stated that they are looking to replace some of the ligustrum plant material with Duranta. Mr. Och requested that the hedges adjacent to Heritage Landing Parkway (by the food trucks) get looked at for trimming. Mr. Austin requested that the left side of Rivers Own get reviewed.

FIFTH ORDER OF BUSINESS **Consideration of Winter Basketball Camp**

Discussions ensued regarding the Winter and Spring Break camps. The Board approved staff to circulate a district agreement for execution.

> On a motion by Mr. Taylor, seconded by Mr. Fernandez, with all in favor, the Board approved Sports & Arts Camps for Winter and Spring break Basketball Camps, for the Heritage Landing Community Development District.

Board moved to agenda item 5C

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2022-06; Designating time, Date, and Location of FY 2022-2023 Regular Meetings**

> On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board adopted Resolution 2022-06; Designating Time, Date and Location for FY 2022-2023 Regular Meetings, for the Heritage Landing Community Development District.

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SEVENTH ORDER OF BUSINESS **Consideration of UPS Holiday POD**

> On a motion by Mr. Fernandez, seconded by Mr. Taylor, with all in favor, the Board approved the 2022 UPS Hold Harmless Agreement with a $1,500.00 fee from UPS, for the Heritage Landing Community Development District.

EIGHTH ORDER OF BUSINESS **Consideration of Janitorial Services**

> On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board approved a one-year agreement with Vanguard for Janitorial Services for the annual amount of $9,800.00, for the Heritage Landing Community Development District.

*Board moved to agenda item 6A – **STAFF REPORTS PART B***

A. District Counsel

Mr. Haber provided an update to the Board regarding Atkins' next payment, which he stated this installment will be sent to the District Courts for them to review per the lien request the District received. As a reminder, this is not Adkins' final payment. It had been communicated to Adkins that there are items that still need to be met per contract standards for that payment to be released.

Mr. Haber also stated that Slide Renu still has not been paid by Adkins and is requesting payment. He updated the Board that since Slide Renu is not one of Adkins subcontractors per the project scope, he felt they had a strong case that they could be paid by the District with these funds being held from Adkins last payment. Slide Renu was instead requested to review the slide based on a possible warranty concern due to a defect from the work that was being done to the slide.

> On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board directed staff to pay Slide Renu in the amount of $2,500.00 and to withhold this amount from the final payment to Adkins, for the Heritage Landing Community Development District.

Mr. Haber also reviewed Florida law regarding the recording of audio on camera footage. He stated that Florida is a "right to privacy" state and that there needs to be a reasonable expectation of privacy and signage be very apparent. It is also advised that residents sign an updated registration/policy form that informs them that audio is being recorded at the facility.

*Board moved to agenda item 5B – **BUSINESS ITEMS***

NINTH ORDER OF BUSINESS **Update on Access System Upgrade**

After discussion the Board requested staff to review other vendor options for the Board to consider all together at a future meeting.

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Board returned to remaining agenda items under 6B – ***STAFF REPORTS PART B***

TENTH ORDER OF BUSINESS **Staff Reports – PART B**

B. Amenity Center and Field Maintenance

1. Amenity Manager Report

Mr. Myhill stated he continues to reach out to the county to review the possibility of them owning and maintaining the street signs within the community and once he has more information, he will update the Board. He also stated that the ISR training instructor wanted to offer a 15 minute training course to resident Girl Scouts for them to earn a badge. The Board did not have an issue with this event.

i. Review of Monday Area Rentals

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board approved the removal of the policy language that indicated that there were rentals still on Mondays, for the Heritage Landing Community Development District.

2. Field Manager Report

After discussion regarding recent vandalism to the CDD fence, the Board approved a not to exceed amount of $2,000.00 for Mr. Erasmus to purchase cameras.

The Board moved to agenda item 5F – ***BUSINESS ITEMS***

ELEVENTH ORDER OF BUSINESS **Review Request for Appeal Regarding Amenity Suspension**

The mother of the minor that was suspended for seven months appealed to the Board stating she felt the suspension was too long. Ms. Tarfa excused herself from the Board discussion and vote on the matter, per Exhibit A. After discussion, the Board took no further action to reduce the suspension of this minor.

The Board moved to agenda item 6B – 2i – ***STAFF REPORTS PART B***

i. Update on Pool Paver Estimate

Mr. Erasmus noted that the vendor that was mentioned at the last meeting pulled his proposal after being updated of other possible issues that could be raised from Mr. Erasmus' discussion with a pool contractor.

ii. Update on Pool Chemical Vendor Options

Mr. Erasmus updated the Board that he can't find another pool chemical provider in the area

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that also provides the chemical feeder equipment and the amount of chemicals that they need to maintain their pool system. After discussion, the Board directed staff to move forward with entering into an agreement with Poolsure per their last proposal.

3. Charles Aquatics Report

C. District Manager

Ms. Dobbins updated the Board that she did receive the second invoice from Crown's Pool in the amount of $74,718.00 which will be paid prior to the end of the fiscal year. Also as discussed earlier in the meeting, Adkins installment will be paid to the District Courts in the amount of $33,306.90. She also updated the RV Lease Agreement since renewals start November 1st and she received final invoices for lighting claims.

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

Audience:

No audience comments.

Supervisors:

Mr. Austin stated that parents/residents that appeal suspension decisions need to get the same information as the Board. It was also agreed that anyone wanting to appeal should provide a written statement going forward so the Board can review their position prior to hearing them speak at the meeting.

**Board took recess at 3:14 pm and reconvened at 3:24 pm.*

THIRTEENTH ORDER OF BUSINESS **BUSINESS ITEMS – PART B**

A. Discussion Regarding RV Lot Camera Quotes *(Per FL Statutes 119.071(3)(a) and 281.301, this portion was closed to the public.)*

Board discussed camera locations and systems.

FOURTEENTH ORDER OF BUSINESS **Adjournment**

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board adjourned the meeting at 3:48 p.m., for the Heritage Landing Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

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Exhibit A

Will be attached for final record

Tab 2

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures
August 2022
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **$72,869.64**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description		Invoice Amount
Alan Fernandez	100002	AF081122	BOS 081122	$	200.00
BrightView Landscape Services, Inc.	100008	7993528	Treatment to Cogongrass 07/22	$	400.00
BrightView Landscape Services, Inc.	100008	8009427	Exterior Maintenance 08/22	$	16,249.00
Charles Aquatics, Inc.	100009	45854	Aquatic Management 08/22	$	975.00
COMCAST		8495 74 140 0429787 08/22	Cable TV & Internet 08/22	$	400.89
Florida Department of Revenue	100003	65-8015563124-2 06/22	Sales & Use Tax 06/22	$	96.28
Florida Department of Revenue	100010	65-8015563124-2 07/22	Sales & Use Tax 0/22	$	249.95
Florida Power & Light Company		02593-83172 08/22	FPL 02593-83172 08/22	$	321.45
Florida Power & Light Company		22531-66538 08/22	FPL 22531-66538 08/22	$	3,470.49
Florida Power & Light Company		39103-721720 8/22	FPL 39103-721720 8/22	$	248.93
Florida Power & Light Company		60288-85090 08/22	FPL 60288-85090 08/22	$	398.62
Florida Power & Light Company		87098-35048 07/22	FPL 87098-35048 07/22	$	4,065.09

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description		Invoice Amount
Kevin Lee Austin	100004	KA081122	BOS 081122	$	200.00
Leslie Achara McNair-Tarfa	100005	LAT081122	BOS 081122	$	200.00
Michael C. Taylor	100006	MT081122	BOS 081122	$	200.00
P.G Security Inc.	100011	74966	Security Guard Services 04/22	$	4,720.80
Poolsure	100012	131295608474	Monthly Pool Maint & Chemicals 08/22	$	2,221.95
Rizzetta & Company, Inc.	100000	INV0000070158	Administrative Services 08/22	$	5,900.00
Robert Och	100007	RO081122	BOS 081122	$	200.00
St Johns Utility Department	100018	503699-115198 07/22	Water Services 07/22	$	614.89
St Johns Utility Department	100001	533275-126033 07/22	St Johns Utility Department 533275-126033 07/22	$	61.21
Sunbelt Gated Access Systems of Florida, LLC	100013	1357	Gate Maintenance 08/22	$	1,474.00
Turner Pest Control, LLC	100014	18094100	Pest Control Services 06/22	$	115.76
Vesta Property Services, Inc.	100015	400987	Camp Heritage Fees 2nd Half 08/22	$	13,734.90

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Vesta Property Services, Inc.	100015	401493	Lifeguard Hours 07/22	$ 15,133.34
Vesta Property Services, Inc.	100015	401637	Additional Staff 07/22	$ 295.13
Vesta Property Services, Inc.	100015	401797	Misc Reimbursement 08/22	$ 39.96
VGlobal Tech	100016	4139	Website Maintenance 08/22	$ 250.00
W.B. Mason Co., Inc.	100017	231422950	Janitor Supplies 07/22	$ 77.24
W.B. Mason Co., Inc.	100017	231449414	Janitorial Supplies 07/22	$ 75.37
Waste Management Inc. of Florida		0020037-4032-7	Waste Management 0020037-4032-7 07/22	$ 279.39
Report Total				**$ 72,869.64**

Tab 3

FLORIDA INSURANCE ALLIANCE

Egis Insurance & Risk Advisors

Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Heritage Landing Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.
Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage
FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?
FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of $2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?
As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Heritage Landing Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2022 to October 1, 2023**

Quote Number: 100122628

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	$4,365,313
Loss of Business Income	$1,000,000
Additional Expense	$1,000,000
Inland Marine	
Scheduled Inland Marine	$213,545

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	**Coinsurance**
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of $10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	**Deductibles**	**Limit**
Earth Movement	$2,500	Included
Flood	$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM **$24,141**

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	$500,000 in any one occurrence
X	B	Animals	$1,000 any one Animal $5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to $250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	$500,000 in any one occurrence
X	F	Duty to Defend	$100,000 any one occurrence
X	G	Errors and Omissions	$250,000 in any one occurrence
X	H	Expediting Expenses	$250,000 in any one occurrence
X	I	Fire Department Charges	$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	$50,000 in any one occurrence
X	Q	Professional Fees	$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	$500,000 in any one occurrence
X	T	Transit	$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

Description	**Limit**	**Deductible**
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	$1,000,000	$0
Property Damage	$1,000,000	$0
Crisis Management Services	$250,000	$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	**8,9**	**$1,000,000**	**Included**
Personal Injury Protection	**N/A**		**Not Included**
Auto Medical Payments	**N/A**		**Not Included**
Uninsured Motorists including Underinsured Motorists	**N/A**		**Not Included**
Physical Damage Comprehensive Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Specified Causes of Loss Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Collision Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Towing And Labor	**N/A**	**$0 For Each Disablement Of A Private Passenger Auto**	**Not Included**

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	$1,000,000
Herbicide & Pesticide Aggregate Limit	$1,000,000
Medical Payments Limit	$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	$25,000/$250,000
General Liability Deductible	$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	$1,000,000
	Aggregate	$2,000,000
Public Officials and Employment Practices Liability Deductible		$0

Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

<u>Cyber Liability sublimit included under POL/EPLI</u>

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate

FLORIDA INSURANCE ALLIANCE

PREMIUM SUMMARY

Heritage Landing Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2022 to October 1, 2023**

Quote Number: 100122628

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	$24,141
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	$7,290
Public Officials and Employment Practices Liability	$5,129
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	**$36,560**

IMPORTANT NOTE
Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

FLORIDA INSURANCE ALLIANCE

PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Heritage Landing Community Development District

(Name of Local Governmental Entity)

By: _____ Michael C. Taylor
Signature — Print Name

Witness By: _____ Melissa Dobbins
Signature — Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: _____
Administrator

FLORIDA INSURANCE ALLIANCE

PROPERTY VALUATION AUTHORIZATION

Heritage Landing Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

☑	Building and Content TIV	$4,365,313	As per schedule attached
☑	Inland Marine	$213,545	As per schedule attached
☐	Auto Physical Damage	Not Included	

Signature: MC Taylor Date: Michael C. Taylor

Name: _____

Title: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2022

Property Schedule

Heritage Landing Community Development District

Policy No.: 100122628
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Total Insured Value
	Roof Shape / Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
1	Concrete Perimeter Wall & Sign County Rd 13 & Heritage Landing Pky St. Augustine FL 32092	2004 Frame	10/01/2022 10/01/2023	$50,000	$50,000
2	Waterpumps,controller 370 Heritage Landing Pky St. Augustine FL 32092	2005 Pump / lift station	10/01/2022 10/01/2023	$168,090	$168,090
3	Clubhouse 370 Heritage Landing Pky St. Augustine FL 32092 Complex	2005 Joisted masonry	10/01/2022 10/01/2023 Metal panel	$1,687,464 $310,000	$1,997,464
4	Slide Tower 370 Heritage Landing Pky St. Augustine FL 32092	2005 Joisted masonry	10/01/2022 10/01/2023	$161,000	$161,000
5	2 Outdoor Bathhouses 370 Heritage Landing Pky St. Augustine FL 32092 Gable	2005 Frame	10/01/2022 10/01/2023 Metal panel	$87,187	$87,187
6	Bus Shelter 370 Heritage Landing Pky St. Augustine FL 32092	2005 Frame	10/01/2022 10/01/2023	$29,586	$29,586
7	Pedestrian Bridge 370 Heritage Landing Pky St. Augustine FL 32092	2005 Bridges	10/01/2022 10/01/2023	$50,057	$50,057

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2022

Property Schedule

Heritage Landing Community Development District

Policy No.: 100122628
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Roof Shape	Roof Pitch	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Roof Covering	Covering Replaced	Roof Yr Blt	Total Insured Value
8	**Shade Pavilion** **370 Heritage Landing Pky** **St. Augustine FL 32092**	Gable		**2005** **Frame**	**10/01/2022** **10/01/2023**	**$81,029** **$15,000**	Metal panel			**$96,029**
9	**Outdoor Movie Screen and Wooden Deck** **370 Heritage Landing Pky** **St. Augustine FL 32092**			**2005** **Frame**	**10/01/2022** **10/01/2023**	**$15,000**				**$15,000**
10	**Pier** **370 Heritage Landing Pky** **St. Augustine FL 32092**			**2005** **Waterfront structures**	**10/01/2022** **10/01/2023**	**$25,000**				**$25,000**
11	**Tennis Building incl. Bathroom ($100K) & (4) Courts ($341K)** **370 Heritage Landing Pky** **St. Augustine FL 32092**	Complex		**2005** **Joisted masonry**	**10/01/2022** **10/01/2023**	**$441,000**	Metal panel			**$441,000**
12	**Tennis Fence & benches** **370 Heritage Landing Pky** **St. Augustine FL 32092**			**2005** **Non combustible**	**10/01/2022** **10/01/2023**	**$25,000**				**$25,000**
13	**Tennis Lighting** **370 Heritage Landing Pky** **St. Augustine FL 32092**			**2005** **Property in the Open**	**10/01/2022** **10/01/2023**	**$30,000**				**$30,000**
14	**Basketball Courts, Lighting, & 6 Benches** **370 Heritage Landing Pky** **St. Augustine FL 32092**			**2005** **Non combustible**	**10/01/2022** **10/01/2023**	**$52,000**				**$52,000**

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2022

Property Schedule

Heritage Landing Community Development District

Policy No.: 100122628
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Roof Shape	Roof Pitch	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Roof Covering	Covering Replaced	Roof Yr Blt	Total Insured Value
15	Lap Pool 370 Heritage Landing Pky St. Augustine FL 32092			2005 Below ground liquid storage tank / pool	10/01/2022 10/01/2023	$364,200				$364,200
16	Playground, (7) Benches, (2) Picnic Tables 370 Heritage Landing Pky St. Augustine FL 32092			2005 Joisted masonry	10/01/2022 10/01/2023	$35,000				$35,000
17	Baseball Field & Dugouts, & Fence 370 Heritage Landing Pky St. Augustine FL 32092			2005 Frame	10/01/2022 10/01/2023	$35,000				$35,000
18	2 Water Fountains @ $6,000 each 370 Heritage Landing Pky St. Augustine FL 32092			2005 Pump / lift station	10/01/2022 10/01/2023	$12,000				$12,000
19	2 Water Fountains @ $6,000 each CR13 & Heritage Landing Pky St. Augustine FL 32092			2005 Pump / lift station	10/01/2022 10/01/2023	$12,000				$12,000
20	RV/Boat Storage Park Fence, Cameras, & Lights 450 Heritage Landing Pky St. Augustine FL 32092			2005 Non combustible	10/01/2022 10/01/2023	$150,000				$150,000
21	Gate and Windscreen with Motors 450 Heritage Landing Pky St. Augustine FL 32092			2006 Non combustible	10/01/2022 10/01/2023	$45,000				$45,000

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2022

Property Schedule

Heritage Landing Community Development District

Policy No.: 100122628
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Roof Shape	Roof Pitch	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Roof Covering	Covering Replaced	Total Insured Value / Roof Yr Blt
22	Fun Swimming Pool 370 Heritage Landing Pky St. Augustine FL 32092			2005 Below ground liquid storage tank / pool	10/01/2022 10/01/2023	$246,500			$246,500
23	Metal Shed 450 Heritage Landing Pky St. Augustine FL 32092			2004 Non combustible	10/01/2022 10/01/2023	$5,500			$5,500
24	3500 ft. Vinyl Fence Easement between Juniper & Blue Springs Ct. St. Augustine FL 32092			2012 Non combustible	10/01/2022 10/01/2023	$40,000			$40,000
25	Shade Structure over Totlot 370 Heritage Landing Pky St. Augustine FL 32092			2014 Property in the Open	10/01/2022 10/01/2023	$8,500			$8,500
26	2 Pool Lifts @ $6,000 each 370 Heritage Landing Pky St. Augustine FL 32092			2013 Non combustible	10/01/2022 10/01/2023	$12,000			$12,000
27	Shade Structure over picnic pavilion 370 Heritage Landing Pky St. Augustine FL 32092			2014 Property in the Open	10/01/2022 10/01/2023	$3,200			$3,200
28	Picnic tables & Benches at Picnic Pavilion 370 Heritage Landing Pky St. Augustine FL 32092			2014 Property in the Open	10/01/2022 10/01/2023	$4,000			$4,000

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2022

Property Schedule

Heritage Landing Community Development District

Policy No.: 100122628
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Roof Shape	Roof Pitch	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Roof Covering	Covering Replaced	Roof Yr Blt	Total Insured Value
30	Furniture and Equipment at the lap pool 370 Heritage Landing Pky St. Augustine FL 32092			2014 Property in the Open	10/01/2022 10/01/2023	$75,000				$75,000
31	Furniture and Equipment at the Fun Pool 370 Heritage Landing Pky St. Augustine FL 32092			2014 Property in the Open	10/01/2022 10/01/2023	$75,000				$75,000
32	Dumpster Enclosure 370 Heritage Landing Pky St. Augustine FL 32092			2005 Masonry non combustible	10/01/2022 10/01/2023	$15,000				$15,000

Total:	Building Value	Contents Value	Insured Value
	$4,040,313	$325,000	$4,365,313

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2022

Inland Marine Schedule

Heritage Landing Community Development District

Policy No.: 100122628
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	2010 John Deere HPX Gas Green & Yellow Utility Vehicle	1M0HPXGSHAM090155	Mobile equipment	10/01/2022 10/01/2023	$8,845	$1,000
2	6x10 Utility Trailer	16VAX1217E3A09724	Mobile equipment	10/01/2022 10/01/2023	$1,200	$1,000
3	Pool Lights		Other inland marine	10/01/2022 10/01/2023	$63,500	$1,000
4	Access and Security System		Mobile equipment	10/01/2022 10/01/2023	$40,000	$1,000
5	Street Signs (Max $15,000 Per Item)		Other inland marine	10/01/2022 10/01/2023	$100,000	$1,000
				Total	**$213,545**	

Sign: _____ Print Name: _____ Date: _____

Tab 4

Quality Site Assessment

Prepared for: **Heritage Landing @ WGV**

General Information

DATE:	Wednesday, Oct 05, 2022
NEXT QSA DATE:	Monday, Jan 02, 2023
CLIENT ATTENDEES:	Melissa Dobbins, Lourens Erasmus
BRIGHTVIEW ATTENDEES:	Dominic Tirado

Customer Focus Areas

Turf health, Annuals, Weed control, Plant Health

Quality you can count on.

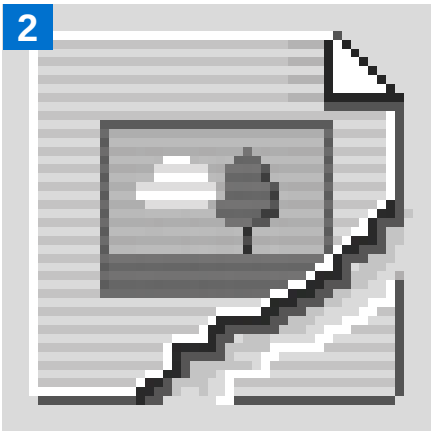
QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items

1

2



3

4

1 We have sprayed all weeds and trim back wood line on Silver Glen to control the weed population inside the saw palmetto's and Fakahatchee grass.

2 Sunshine ligustrum located on swallowtail we're doing much better after cutting back oak tree, canopies and crêpe myrtles to allow sunlight to filter through. We will continue to monitor the progress of the sunshine ligustrum in the coming months.

3 There were weeds coming through bushes and shrub bed just before the roundabout , these will be hand pulled on the next rotation of maintenance throughout the property.

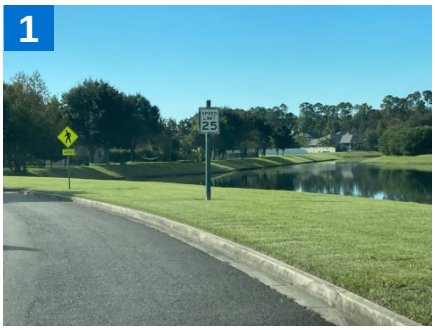
4 We will be replacing the dead turf across from Flower Street off of Silver Glen in the median in the next two weeks .

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Notes to Owner / Client

1



2

3

4

1 Overall turf health throughout, the community was satisfactory at the time of inspection. Fertilizer and pre-emergences Have been applied to promote healthy growth and weed free turf throughout the community.

2 Overall weed control throughout the property was satisfactory at the time of inspection. Any weeds present will be sprayed on the next rotation of maintenance throughout that section of the property.

3 Overall trimming throughout, the community was satisfactory at the time of inspection. The crew is on a three week rotation, trimming shrubs and bushes to control, desired shape, and size.

4 Annual fall flowers will be installed tomorrow, October 6. We will be installing begonias and mix salvia.

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Completed Items

1

2

3

4

1 Liriope are scheduled to be cut back during the month of November

2 The trimming at swallowtail has been completed we have trimmed and cut back sunshine ligustrum, Jack Frost, and re-shaped all plant material at this location.

3 Trimming was needed at the lift station to the right of the legacy entrance. This work will be completed on the next rotation of maintenance at this section of the property.

4 There were some suckers on the Crape myrtles at the front of the property this will be taken care of on the next rotation of maintenance throughout the section of the property.

Tab 5

Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Melissa Dobbins
Property Address	370 Heritage Landing Pkwy St Augustine, FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name	8/10/22 - Heritage Landing - Pine straw installation on Sliver Glen
Project Description	Installation of Pine Straw on Silver Glen along wood line to refresh and enhance the area

Scope of Work

QTY	UoM/Size	Material/Description	Total
Silver Glen - Pine Straw Installation			**$1,976.53**
1.00	LUMP SUM	Mobilization of crew , Delivery of materials , Disposal of any generated debris , & Clean up	
160.00	EACH	Pine Straw Bales installed along right side of the wood line on Silver Glen	

For internal use only

SO#	7893186
JOB#	460802023
Service Line	130

Total Price $1,976.53

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

TERMS & CONDITIONS

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

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales 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 Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Customer 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 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 Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

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

10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.

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

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

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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

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 rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting 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 Customer'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 Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

Customer

Signature	Title	
		District Manager

Printed Name	Date	
Melissa Dobbins		August 10, 2022

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	
		Account Manager

Printed Name	Date	
Dominic J. Tirado		August 10, 2022

Job #: 460802023

SO #: 7893186 **Proposed Price:** $1,976.53

Tab 6

Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Melissa Dobbins
Property Address	370 Heritage Landing Pkwy St Augustine, FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name: 8/4/22- Heritage Landing - Enhancement Inside pool area just beyond front gate-Left & Right walkway

Project Description: Tear out all existing Liriope & Jack frost - Installing Gold Mound Duranta & Blue-my-mind

Scope of Work

QTY	UoM/Size	Material/Description	Total
Walkway inside pool area just beyond gate left & right sides			**$2,239.36**
1.00	LUMP SUM	Mobilization of crew , delivery of materials , Disposal of generated debris & Clean up	
1.00	LUMP SUM	Tear out all existing plant materials on left & right side of walkway / Failing Jack frost & Liriope	
6.00	EACH	Gold Mound Duranta 3gallon installed replacing Jack frost in row leaving room in front for install of row of Blu-my-mind -(Left side Facing Pool)	
19.00	EACH	Blue-my-mind 1gallon installed in row in front of Duranta	
4.00	EACH	Hawaiian Thai 3gallon installed on each end of new shrub bed	
10.00	EACH	Gold Mound Duranta 3gallon installed replacing Jack frost in row leaving room in front for install of row of Blu-my-mind -(Left side Facing Pool)	
22.00	EACH	Blue-my-mind 1gallon installed in row in front of Duranta	
4.00	EACH	Hawaiian Thai 3gallon installed on each end of new shrub bed	
10.00	BAG	Gold Cypress Mulch 3cubic installed to refresh both side of walkway after new install	
1.00	LUMP SUM	Irrigation technician labor to add or adjust heads to ensure survival of new plant material after install	

For internal use only

SO#	7888049
JOB#	460802023
Service Line	130

Total Price $2,239.36

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

TERMS & CONDITIONS

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

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales 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 Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Customer 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 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 Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

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

10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.

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

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

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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

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 rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting 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 Customer'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 Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

Customer

Signature	Title	District Manager
Melissa Dobbins	Date	August 04, 2022
Printed Name		

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Account Manager
Dominic J. Tirado	Date	August 04, 2022
Printed Name		

Job #: 460802023

SO #: 7888049 **Proposed Price:** $2,239.36

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 Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name: 8/3/22 - Heritage Landing - Enhancement of Walkway going into Amenity Center

Project Description: Enhancement of Amenity Center walkway - Tear out existing Iris install new colorful plant material

Scope of Work

QTY	UoM/Size	Material/Description
Amenity Center Walkway Leading To Pool		
1.00	LUMP SUM	Mobilization of crew , Delivery of materials , Disposal of generated debris , and Clean up
1.00	LUMP SUM	Tear out all existing Iris on both sides of sidewalk leading to Amenity Center Pool Area
11.00	EACH	Gold Mound 3gallon installed in row along walkway- left side / Leaving room in front for row of Blue-my-mind
27.00	EACH	Blue-my-mind 1gallon installed in front of Gold Mound left side of walkway grouping a few at beginning corner of walkway
30.00	BAG	Gold Cypress mulch 3cubic installed refreshing shrub bed after install - Left & Right side of walkway
3.00	EACH	Hawaiian Thai 3gallon installed at corner of walkway closest to gate
7.00	EACH	Gold Mound 3gallon installed in a row along right side of walkway leaving room for row of Blue-my-mind
14.00	EACH	Blue-my-mind 1gallon installed in front of Gold Mound left side of walkway grouping a few at beginning corner of walkway
3.00	EACH	Hawaiian Thai 3gallon installed at corner of walkway closest to gate
5.00	LUMP SUM	Irrigation Technician Labor to add , & or adjust heads to ensure survival of new plant material

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SO#	7887708
JOB#	460802023
Service Line	130

Total Price $2,335.25

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

TERMS & CONDITIONS

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

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales 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 Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Customer 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 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 Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

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

10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.

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

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

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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

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 rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting 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 Customer'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 Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

Customer

Signature	Title	District Manager
Melissa Dobbins	Date	August 03, 2022
Printed Name		

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Account Manager
Dominic J. Tirado	Date	August 03, 2022
Printed Name		

Job #: 460802023

SO #: 7887708 **Proposed Price:** $2,335.25

Tab 8

Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Melissa Dobbins
Property Address	370 Heritage Landing Pkwy St Augustine, FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name: 8/4/22- Heritage Landing - Enhancement of plants at the Legacy Entrance Sign

Project Description: Proposal to installed new plants at the Legacy Entrance Sign

Scope of Work

QTY	UoM/Size	Material/Description	Total
Legacy Entrance Sign - Plant Ehancement & Fill in			**$665.89**
1.00	LUMP SUM	Mobilization of crew , Delivery of materials , Disposal of generated debris	
4.00	EACH	Society Garlic 1gallon installed to fill in & replace failing or dead - Two on each side	
1.00	EACH	Blue-my-mind 1gallon installed adding color to shrub bed enhancing the appearance	
1.00	EACH	Hawaiian Thai 3gallon installed - One on each corner adding color and height to shrub bed	
2.00	EACH	Gold Cypress mulch 3cubic installed to refresh after install of new plants	
1.00	HOUR	Irrigation Technician Labor to add , or adjust heads to ensure survival of new plant materials	

For internal use only

SO#	7888135
JOB#	460802023
Service Line	130

Total Price $665.89

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TERMS & CONDITIONS

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

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales 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 Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Customer 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 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 Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

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.

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Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

Customer

Signature _____ Title District Manager

Melissa Dobbins _____ August 04, 2022
Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Signature _____ Title Account Manager

Dominic J. Tirado _____ August 04, 2022
Printed Name Date

Job #: 460802023

SO #: 7888135 **Proposed Price: $665.89**

Tab 9

M&G Holiday Lighting
4845 Belle Terre Pkwy
Palm Coast, FL 32164 US
holiday@mgbusinessventures.com

Estimate

ADDRESS
Heritage Landing - Vesta
370 Heritage Landing Pkwy
St. Augustine, FL 32092

ESTIMATE 2025
DATE 10/04/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Holiday Lighting - Reinstall	Re-install Steak lighting 60’ (behind West Wall)	1	216.00	216.00
	Holiday Lighting - Reinstall	Re-install pre lit garland to sign west sign	1	125.00	125.00
	Holiday Lighting - Reinstall	Re-install C7 warm white lighting around entrance signage on the west side (near tower)	1	357.50	357.50
	Holiday Lighting - Reinstall	Re-install 72” pre-lit wreath from Upper cross on tower	1	125.00	125.00
	Holiday Lighting - Reinstall	Re-wrap oak tree trunks up 3 trees 7’ (4” spacing)	1	285.00	285.00
	Holiday Lighting - Reinstall	Re-install 4, 36” pre-lit wreaths to signs	1	250.00	250.00
	Holiday Lighting - Reinstall	Main Entrance Center Median - Re-install steak lights between the landscape bush line 40’	1	140.00	140.00
	Holiday Lighting - Reinstall	Re-install pre-lit garland between columns of wall	1	125.00	125.00
	Holiday Lighting - Reinstall	Re-wrap 3 trunk wraps @ 7’ (4” spacing)	1	285.00	285.00
	Holiday Lighting - Reinstall	Main Exit - Re-install 2, 36” pre-lit wreaths facing the exit	1	125.00	125.00
	Holiday Lighting - Reinstall	Re-wrap 3 trunk wraps @ 7’ (4” spacing)	1	285.00	285.00
	Holiday Lighting - Reinstall	Re-install steak lights ahead of the shrub at the mulch line	1	66.50	66.50

Holiday Lighting - Reinstall	Re-wrap 3 trunks (4” wraps) - 1 ahead of the column closest to the road and the other 2 splitting the power box closest to sidewalk	1	285.00		285.00
Holiday Lighting - Reinstall	CLUBHOUSE - Re-wrap 11 Palms, 15’ up trunk with WW Minis	1	1,375.00		1,375.00
Holiday Lighting - Replacement of Lights / Equipment	Replacement of Mini Lights for Trees ON POOL DECK AT CLUBHOUSE	1	674.64		674.64
Removal	Removal of Lights and Decor at the end of the season	1	750.00		750.00
Miscellaneous - Wire - Plugs, Supplies, etc	Miscellaneous - Wire - Plugs, Supplies, etc	1	150.00		150.00
Storage	Storage of Holiday lights and decor till the next season	1	150.00		150.00
Shipping	Shipping of new product	1	50.00		50.00
				Subtotal:	5,819.64
Holiday Lighting - New Install	Light the clubhouse facing parking lot C7 WW, facia and gutter line - $1,727.00	1	1,727.00		1,727.00
Removal	Removal of Lights and Decor at the end of the season	1	125.00		125.00
Miscellaneous - Wire - Plugs, Supplies, etc	Miscellaneous - Wire - Plugs, Supplies, etc	1	125.00		125.00
Storage	Storage of Holiday lights and decor till the next season	1	50.00		50.00
Shipping	Shipping of new product	1	25.00		25.00
				Subtotal:	2,052.00

We will need to access the fenceline when on site and see what that would cost to service, replace, etc. We will have to put that on a separate invoice.

TOTAL **$7,871.64**

Accepted By

Accepted Date

Tab 10

AGREEMENT BETWEEN HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR AMENITY MANAGEMENT SERVICES

This Agreement for Amenity Management Services (the "Agreement") is made and entered into as of this 1st day of October, 2022, by and between:

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

Vesta Property Services, Inc., a Florida corporation with offices located at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32202 (the "Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District financed, constructed, owns, maintains, and operates a recreation center and associated property that includes a swimming pool, club house, various athletic fields, tennis courts, basketball courts, and other recreational facilities (collectively, the "Facilities"); and

WHEREAS, the District desires to hire an independent contractor to provide management, oversight, operation, and maintenance of the Facilities; and

WHEREAS, Contractor has a professional experience, knowledge and training in the management and operation of recreation facilities, including but not limited to aquatic management and field operation maintenance experience, and is willing to provide such management, oversight, operation, and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District and Contractor desire to enter into an agreement for the provision of said services as described in this Agreement (the "Services" or the "Scope of Services").

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Facilities for the

purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. SCOPE OF SERVICES.

a. **General Scope of Services**:

i. The Services provided by Contractor shall be as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns. This provision is meant to be exhaustive such that the Contractor shall be directly responsible for all management, operation, and maintenance of the Facilities, whether the department is staffed by Contractor's employees, District employees, or another third-party contractor.

ii. The General Manager and Amenity Manager shall attend the District's Board of Supervisors ("Board") meetings as requested, shall prepare a report and submit it to the District Manager prior to the Board meeting and shall include substantive updates and information, along with budget or operational requests requiring Board action.

iii. The District may not employ or contract with any individual employed by the Contractor under this Agreement if such employment would be a violation of a non-compete agreement between Contractor and its employee.

iv. The District may elect to add additional services, including any necessary litigation support services, to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the District's sole and absolute discretion.

v. Should the Contractor generate any revenue associated with running of the District's facilities, the Contractor shall remit any such revenue derived from income generating services and programs to the District on a monthly basis except as provided for in this Agreement. The Contractor shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point of sale system or other applicable system, to support all monthly sales and revenue sharing arrangements, as may be applicable.

vi. At all times during operation of the Facilities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing

of the Facilities. Contractor shall not utilize employees hired by Contractor to staff District Facilities at other Contractor properties without the express approval of the District, through its District Manager. Contractor shall not use District employees, if any, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. District employees, if any, shall not be utilized for the provision of the Services set forth herein.

vii. Contractor shall ensure at all times there is a manager assigned to on-call duty, including nights and weekends. The individual designated to be on-call or on site for such after-hours time periods shall be communicated to onsite staff working during such time periods or to the District Manager, as applicable. There shall always be management oversight, availability, and communication.

viii. As referenced herein, "normal operating hours" shall be those hours established and posted by the District, as may be amended from time to time.

ix. Contractor hereby acknowledges and agrees that it has or will obtain a background check for all of its employees providing the Services under this Agreement and shall not assign any employee with any criminal history to provide the Services under this Agreement. Contractor shall provide the District with a copy of the background check for any or all employees within 48 hours of the District's request and Contractor, upon the District's request, shall provide an affidavit attesting to obtaining and reviewing the background check.

x. Contractor responsibilities and job descriptions for the Scope of Services are attached hereto at **Exhibit A**, and incorporated herein by reference. The services set forth in **Exhibit A** shall be performed by Contractor in addition to all services set forth herein.

xi. If the pool area is closed for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which are not staffed. The parties acknowledge and agree that the foregoing shall apply only for closures that exceed two hours. For closures that last two hours or less, pool attendants shall be assigned to perform work related to cleaning and maintenance of the Facilities (the "Closure Services") and Contractor shall submit a detailed description of the Closure Services, including a description of the amount of time and number of pool attendants that provided the Closure Services.

4. COMPENSATION. Vesta to provide

Contractor shall be compensated for providing the Services described in this Agreement and the exhibit attached hereto, in accordance with the following terms:

Staffing Levels	
Postion	**Annual Hours**
General Manager	2080
Amenity Manager	2080
Lead Facility Attendant	1664
Maintenance Supervisor	2080
Maintenance Tech	1664
Facility Attendants	2727
Lifeguard Supervisor	48
Head Lifeguards	390
Lifeguards	2810
Food Truck Coordinator	208

Scope	Vesta Proposed Budget for Cost Plus Contract		
	2023	**2024**	**2025**
Amenity Services	$447,205.15	$477,629.52	$507,871.77

a. The Contractor and the District acknowledge that the foregoing chart is the Contractor's best estimate of the total cost to provide the Services and that the amounts in the chart may not reflect the actual costs of the Services. Contractor is responsible for employing the individuals to provide the Services (the "Staff") and determining, in its sole discretion, the wages and benefits each member of the Staff will earn (the "Wages and Benefits Amount").

b. Contractor shall invoice the District monthly for the Services provided under this Agreement. Contractor shall substantiate invoices by evidence of actual payment and individual employee time records, together with any other documentation the District may reasonably request. Contractor shall provide a reporting of the Wages and Benefits Amount incurred for each Staff member assigned by the Contractor as prepared by the Contractor's third-party payroll processor. The District shall pay substantiated invoices within thirty (30) days of receipt.

c. The Contractor and the District acknowledge that the Wages and Benefits Amount includes time for vacations. By way of example, the General Manager will be a full-time employee entitled to vacation time. While the General Manager is on vacation, if the District wants someone to fill that role, the Contractor shall be entitled to compensation, calculated in accordance with this Agreement, for the Staff member providing the replacement services.

d. The amounts payable to the Contractor shall be computed by multiplying the Wages and Benefits Amount by the fixed amount of 1.30. The amounts payable to the Contractor shall include wages, indirect costs, general and administrative expenses, and profit.

e. The District shall pay a deposit equal to one month's worth of budgeted services within 7 days of the start of the contract. This amount will be credited to the final invoice from the Contractor. The deposit amount will be $34,032.00

f. Contractor acknowledges and agrees that the compensation paid pursuant to this Agreement shall be the District's total obligation related to the costs, fees, and/or expenses related to employing a Staff member and the District shall not be responsible for any other amounts including, but not limited to, amounts related to any employment claims or disputes that may arise.

5. CONTRACTOR HIRING– PROCEDURES.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of the General Manager, Amenity Manager, or any other salaried manager position (the "Manager Position"). For any Manager Position that is not hired at the time of execution of this Contract, upon selection of a candidate to fill a Manager Position, the Contractor shall bring the candidates to the District Manager, providing the resume, background, and list of qualifications of the candidate and proposed offer of employment.

The District Manager shall have no more than 48 hours to review any candidate's qualifications and job offer, and after such review may file an objection to the retention of the candidate. The District agrees to undertake expeditious review and consideration of such candidate. Only upon approval by the District Manager shall the Contractor complete the hiring process. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the Compensation provided for herein; however, recruiting fees shall be passed through to the District upon approval by the Board that such services are necessary. The District Manager's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations.

The District cannot terminate the Contractor's employees. However, upon the determination of the District that an employee is not fulfilling his or her assigned duties in a satisfactory manner, the District, through its District Manager, shall confer with the Contractor regarding the failure to provide services in compliance with this Agreement. The Contractor agrees to resolve such issues expeditiously. The District retains its rights to terminate the Contractor for lack of performance and as provided for herein.

6. GENERAL PROVISIONS.

a. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees, and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction, and management of all personnel providing services of functions at the District and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same. This

provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District harmless and indemnify the District and Contractor has been paid for its services in consideration of the Services and the indemnification provisions provided for in this Agreement. Notwithstanding the foregoing, this provision shall not apply to any individual or entity that is not a Contractor employee or sub-contractor.

b. Contractor shall promptly respond to all emergencies or significant problems related to the Facilities and shall report to the District all known problems related to the Facilities in compliance with the District's adopted policies, rules, and procedures. Contractor shall ensure a safety plan and associated communication plan is developed and employees are properly trained on the same.

c. Contractor shall provide Vesta-branded uniforms and appropriate training to all personnel providing the Services.

d. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

e. The Parties agree that the Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities consistent with any revenue sharing contemplated by the terms of this Agreement. The Contractor shall operate in a way that maintains the District's tax-exempt status. The District agrees to pay any applicable ad valorem taxes, except that the Contractor shall be responsible for payment of ad valorem taxes to the extent that the Facilities are made subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the Districts' rules or policies.

7. PROCUREMENT PROCEDURES BY CONTRACTOR MANAGER. Contractor shall have the authority to make payment directly to vendors for emergency or non-recurring purchases using a District-issued debit card ("**Debit Card**") as described in this section. All of Contractor's expenditures shall be in accordance with the District's rules of procedure and Florida law. The District shall provide to Contractor one Debit Card with a limit of One Thousand Five Hundred Dollars ($1,500) for the General Manager. The General Manager, on behalf of Contractor, shall be the only individual authorized to use the Debit Card and shall execute and abide by the District's *Agreement Regarding Use of District-Issued Debit Card*, the form of which is attached hereto as **Exhibit B** and incorporated herein by this reference. To the extent feasible, the Contractor shall take all necessary steps to ensure that any Debit Card purchases are made on a tax-exempt basis. The District shall not replenish the Debit Card until provided with a full accounting, including copies of any receipts, for any monies the Contractor spent. Any purchases pursuant to this section that would require spending in excess of the applicable line-item amounts set forth in the annual operations and maintenance budget adopted by the District's Board and as may be amended from

time to time ("O&M Budget") shall require prior approval from the Board. The Contractor shall be responsible for reimbursing the District for any Debit Card purchases that are not supported by appropriate receipts, or other proof of payment mutually agreed upon by the Parties, or that are not approved as part of the O&M Budget or by the Board ("Reimbursement Amount") as well as any fees or penalties incurred as a result of such purchases. The Contractor shall pay the District an additional fee in the amount of ten (10) percent of the Reimbursement Amount in the event Contractor fails to reimburse the District within fifteen (15) days of receipt of notice from the District of unsupported Debit Card charges.

8. REVENUES FOR FACILITIES PROGRAMMING. The Parties acknowledge and agree that there is an expectation that the Contractor will have the opportunity to share in the revenue generated from certain Contractor-provided programs.

a. Programming is considered as personalized instruction or activity, individually or to a group, where monetary compensation is provided in exchange for services by participants. Programming includes all recreational and sports leagues for either adults or children, including but not limited to swim lessons, soccer, football and basketball leagues, tennis, personal training, group fitness classes and summer camp. Vesta's responsibilities include program design, promotion, and administration, as well as program scheduling, registration, payment collection, staffing, vetting of 3rd party vendors, etc. Programs shall be age- and facility-appropriate and consistent with district policies.
b. Recreation, sports, and other programs shall be reasonably priced to maximize patron participation. The participants of these programs shall be charged directly by Contractor (Vesta), and ten percent (10%) of all program revenues received by Vesta shall be remitted to the District. The sharing of revenues contemplated in this paragraph is conditioned upon

9. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, authorized users, landowners, and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to initiate the repair process for any damage resulting from fault of the Contractor within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

10. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Facilities placed thereon by any governmental authority having jurisdiction. This includes Department of Health, Department of Business and Professional Regulation, Department of Environmental Protection or any other local or state agency having jurisdiction. Contractor shall comply with all employment related laws and best practices. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

11. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than 48 hours provide a written report as to all accidents, injuries or claims for damage relating to the Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing. To the extent the accident, injury or claim is the result of a natural disaster, Contractor shall provide such services as soon as reasonably possible, which may exceed the 48-hour timeframe set forth in the prior sentence. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

12. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice to Contractor due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause and for any reason whatsoever. Contractor shall have the right to terminate this Agreement upon ninety (90) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date as sole means of recovery hereunder, subject to any offsets the District may have against Contractor.

13. INSURANCE.

a. Contractor shall maintain throughout the term of this Agreement the following insurance at the Contractor's expense:
   i. Workers Compensation - statutory limits
   ii. General liability insurance with the following limits:

$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations
$1,000,000	Personal & Advertising Injury
$1,000,000	Each Occurrence

   iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or Clubhouse Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of $1,000,000.
   iv. Employer's Liability Coverage with limits of $250,000.
   v. Professional liability coverage in the amount of $1,000,000.
   vi. Excess (Umbrella) liability insurance with limits of not less than $5,000,000.

b. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board

members, the District Manager, District Counsel, and District Engineer, officers, and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

14. INDEMNIFICATION.

a. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

b. Contractor will defend, indemnify, save and hold the District, and its supervisors, officers, employees, professional staff, and assigns (the "District Indemnitees") harmless from all loss, damage, injury or any other claims, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Contractor's officers, directors, agents, assigns, employees or those over which Contractor has control pursuant to this Agreement. There is no limitation to this provision, it shall include but is not limited to, compliance with all laws, rules, regulations, permits and requirements of law, employment related claims, damages arising from any act or omission related to any of the aforementioned persons, or other claims arising from the Services.

c. To the extent permitted under law, and without waiving limits of sovereign immunity, the District agrees to indemnify and hold the Contractor harmless from all loss, damage, injury or any other claims, including all judgments, liens, liabilities, debts and obligations resulting from the grossly negligent acts or omissions of District's officers.

d. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies, and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 13 shall survive the termination or expiration of this Agreement.

15. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

16. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The provisions of this Section 15 shall survive termination of this Agreement.

17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

20. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the Parties, as follows:

A. If to Contractor: Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, FL 32202
Attn:_____

B. If to District: Heritage Landing Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

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

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

the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

22. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval is void.

23. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

24. EFFECTIVE DATE. This Agreement shall be effective as of October 1, 2022 and after execution by both the District and Contractor and shall remain in effect until 11:59 p.m. on September 30, 2026, unless terminated or renewed in accordance with the provisions herein.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, RIZZETTA & COMPANY, INC., AT (813) 533-2950, OR BY EMAIL AT INFO@RIZZETTA.COM, OR AT 3434 COLWELL AVE., SUITE 200, TAMPA, FLORIDA 33614.

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

27. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

29. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

30. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

31. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

32. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties execute this Agreement between Heritage Landing Community Development District and Vesta Property Services, Inc. for Amenity Management Services the day and year first written above.

Attest:

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman/Vice Chair, Board of Supervisors

VESTA PROPERTY SERVICES, INC.

_____
Witness

By: _____
Print: _____
Its: _____

_____
Print Name of Witness

Exhibit A: Scope of Services Job Descriptions

Exhibit A

Heritage Landing Job Scopes

General Manager

Job Scope Summary: The General Manager provides professional full-time management of the District's assets and all District-related resident programs and services, and comprehensive leadership of all team members. At Heritage Landing, the General Manager position incorporates general management of the contract and direct management of field operations and facility and pool maintenance. The General Manager maintains direct reporting to the CDD and District Management of all aspects of amenity and field operations. The General Manager shall propose repairs and capital improvements to maximize the value and benefits of the District's property and provide the oversight that maximizes the services and programs that will encourage residents to fully enjoy the amenities available to them. The General Manager shall also recommend adjustments to the annual budget to strengthen the District's position and extend the value of the District's assets.

Routine Duties:

1. *General Management:*
    a. Understand and carry out the terms and conditions of the Management Contract.
    b. Identify Action Items and analyze the advantages and disadvantages of various solutions to problems and make informed recommendations to the Board of Directors.
    c. Implement standard operating procedures that are consistent with the industry. Interface regularly with internal customers and external vendors and clients.
    d. Work closely with the Amenity Manager in the design and execution of events and communications, and in the consistent performance and improvement of administrative duties.
    e. Manage all contractors and vendors that perform work for the District.
    f. Interact with all professionals and contractors to find new and improved ways of performing duties and service processes.
    g. Respond to emails from vendors, board members, residents, etc. and answer where appropriate.
    h. Meet daily with the Amenity Manager regarding the day's tasks and administrative duties.
    i. Discuss all events, resident programs, resident concerns, vendor relations, employee issues, internal processes, etc.
    j. Develop and maintain an effective, ongoing resident relations plan; implement initiatives; and maintain an operating environment to achieve a superior level of resident services.
    k. Work closely with the District Manager on district issues.
    l. Work closely with Vesta to ensure that all contract requirements are met.
    m. Research board-driven initiatives.
    n. Coordinate activities with corporate support staff, including Human Resources and Accounting.
    o. Implement an EAP for the facility and review the EAP with staff quarterly.

p. Implement a detailed storm response for major storms and hurricanes. The General Manager will be the point of contact between emergency services, landscapers, and other vendors that will possibly be needed. The GM will communicate closely with the District Manager, Board of Directors and maintenance staff on any reported or observed damages.

2. *Field Operations & Maintenance:*
    a. Inspect the community and make common-area maintenance recommendations.
    b. Oversee all ongoing maintenance projects.
    c. Continuously look for possible improvements, repairs, or replacements that need to be made across the District's property.
    d. Perform repairs or replacements where needed.
    e. Assist the maintenance manager in any and all duties that need an extra hand.
    f. Perform cleaning, water chemistry and equipment inspections or repairs.
    g. Walk the amenity center and pool deck to ensure everything is in order and take action to make repairs or ensure facility cleanliness.
    h. Meet with the maintenance manager daily to review immediate needs and schedule work for long-term projects.
    i. During certain times of the year, the GM blows off the parking lot, tennis courts, pool deck, if needed.
    j. Help with pool cleaning and water chemistry after storms.
    k. Work on any maintenance issues or emergencies that come up during the day.
    l. Provide close oversight of the landscaper, pond company, fire system, HVAC, gym maintenance, and other District contractors.
    m. Assist with pressure washing during the winter.

Monthly Duties:

a. Prepare for, attend, and present General Manager's report and Financial Reports, and provide a summary of Action Items from each meeting to every supervisor.
b. Review and process all Vendors billing.
c. Work closely with contractors, board members, District Counsel and District Manager in contract negotiations.

Annual/Seasonal Duties:

a. Develop and submit annual budget(s), and provide thorough analysis to support all recommendations for the repair or improvement of the District's assets.
b. Renew 49 rental agreements for the District's RV and Boat Storage Facility.

Heritage Landing Job Scopes

Amenity Manager

Job Scope Summary: The Amenity Manager maintains daily operations of the amenity and recreational facilities and works to provide residents the opportunity to enjoyment of the amenity facilities to their fullest every time they visit. The Amenity Manager is responsible for ensuring the policies of the amenity facilities are equally and consistently enforced to allow a diverse population to peacefully enjoy the amenities. The Amenity Manager keeps open lines of communication with the CDD Board and District Manager regarding all activities, incidents, and trends at the amenity center.

Routine Duties:

a. Act as an ambassador of the community on behalf of the District.
b. Provide a warm, welcoming atmosphere for our current and future residents and staff.
c. Monitor cleanliness of clubhouse and facilities through checklists and reviews.
d. Oversee general day-to-day operations.
e. Act as a leader with a strong sense of purpose and responsiveness.
f. Engage with residents and staff and be a community builder.
g. File and retrieve records and correspondence as needed for Corporate and District.
h. Hire and train staff and attendants.
i. Schedule facility and event attendants.
j. Schedule extra staff for area rentals.
k. Provide general oversight of District and lifestyle vendors.
l. File and retrieve records and correspondence as needed for research.
m. Always maintain a spotless appearance of the amenities.
n. Schedule events and rentals and ensure against any calendar conflicts.
o. Create and monitor four large events each year.
p. Create and execute other smaller events that are requested and approved by The Board.
q. Create event flyers, hard-copy and online sign-ups, event budgets, communicate with residents, vendors, staff, and execute events.
r. Assist with budgeting and budget planning.
s. Make recommendations to amend the District Amenity Facility Policies.
t. Ensure that the Amenity Facility Policies are being enforced to protect the CDD from any liability.
u. Provide communications to the community through e-blasts, website, bulletin board, and marquee.
v. Purchase and supply all cleaning and office supplies.
w. Receive deliveries when assigned.
x. Perform other related duties as required.

Monthly Duties:

a. Prepare for, attend, and present Manager's Reports and Financial Reports at every CDD meeting, and present a list of action items from each meeting to each supervisor so staff and supervisors are up to date with all activities and projects.
b. Create office staff schedules using availability charts from every employee.

c. Communicate with program directors and vendors.
d. Perform payroll for all onsite staff and ensure all allocations are correct.
e. Work closely with corporate accounting department in regards to billing and invoicing.
f. Have a close relationship with HR about hiring, terminations, corrective actions, if any, and training of employees.

Annual/Seasonal Duties:

a. Hire up to 30 new attendants and lifeguards for seasonal positions.
b. Train new seasonal staff.
c. Update all program contracts with new insurance and contract terms.
d. Provide revenue share documents to The District on a quarterly basis.
e. Communicate with summer program vendors.
f. Work with YMCA to provide summer camp. Assist residents who want to sign up for camp or who have any questions about camp.

Heritage Landing Job Scopes

Full-Time Maintenance and Pool Technician

Job Scope Summary: This position performs all routine maintenance of all District property and is responsible for the consistent maintenance and safety of all recreational bodies of water. This position also manages support maintenance staff.

Routine Duties:

y. Walk the property to check for trash or property damage
z. Unlock the facility restrooms
aa. Take pool chemistry readings and make adjustments to pool chemicals where needed (early morning and after lunch) to ensure correct chemistry and clarity of pool water.
bb. Regularly test pool water for pH; chlorine; presence of bacteria, algae, or contaminants; and other data. Note that testing by any other staff shall not substitute for Pool Technician's obligation to regularly test for proper chemical levels.
cc. Check and log chemical inventory and alert management when supplies are needed.
dd. Treat drain stains and introduce Phosphate treatments as needed (report extraordinary chemical needs/usages to Field Operations Manager)
ee. Clean pools when needed and inspect equipment in and around pools
ff. Perform pool filter cleanings and equipment maintenance regularly
gg. Maintain daily logs outlining chemical usage, water quality, repairs, and supplies.
hh. Routine QC inspections and checklists for Health Department regulations, including but not limited to:
    - Check pool water quality and complete appropriate form equivalent to DH Form921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, each site visit.
    - Conduct and record necessary tests for proper pool chemicals as required in order maintaining water quality levels within requirements of Chapter 64E-9.004(1)(d).
ii. Monitor the condition of all fencing and adjoining gates and resolve any issues
jj. Blow off pool deck, common areas, parking lots, courts and sidewalks.
kk. Perform any type of cleaning or maintenance in restrooms, gym, common areas, offices, and anywhere on CDD property, as needed.
ll. Meet with GM to update the project list by indicating which projects have been completed, which projects are in progress, and identify repairs that need to be added
mm. Drive property on a daily basis to check for trash and any maintenance issues
nn. Perform highly skilled painting, carpentry, masonry and any other type of maintenance job that is needed.
oo. Schedule and supervise the general maintenance.
pp. Operate hand and power tools used in performing maintenance and repair tasks.
qq. Utilize work methods and procedures, which promote a safe working environment for employees and the public.
rr. Communicate effectively, both verbally and in writing, with staff, vendors, and residents. Follow verbal and written instructions from upper management.
ss. Maintain upkeep of all common area lights and emergency lighting.

tt. Maintain chemical balance at pool and spa, along with upkeep and maintenance of pool equipment.
uu. Perform related duties as assigned by supervisor or manager.

Monthly Duties:

a. Maintain all maintenance logs, inventory, and inspection records.
b. Advise the District of any necessary repairs, cleaning, or replacement items required due to normal wear and tear, "Acts of God," or vandalism. Such repairs shall be billed separately upon written approval of the District
c. Inspect FPL privacy fence and make repairs to panels that have been vandalized or broken.
d. Pressure washes all curbs and sidewalks within the amenity center, pool decks and other areas.
e. Establish and maintain cooperative and professional working relationships with those individuals and businesses contacted in the course of work.
f. Complete monthly inspections of the fire suppression pump and other equipment. The inspection includes an overview of the exterior condition of the building, including paint, stucco, expansion joints, light fixtures, doors, windows, etc.
g. Schedule and meet with vendors to do maintenance and repairs of the building.
h. Meet regularly with scheduled District vendors i.e., pond, landscaping, etc.
i. Provide cleaning and limited maintenance to all exercise equipment.
j. Inspect of all HVAC units located in common areas.

Heritage Landing Job Scopes

Facility Attendant

Job Scope Summary: The Facility Attendant represents the best character of Heritage Landing and plays a vital role in creating a positive, welcoming environment that supports each resident's highest and best use of the amenities. The Facility Attendant will provide the highest level of service that each Patron needs to complete administrative tasks or to simply enjoy their visit to the gym or pool. With support from management, the Facility Attendant uses policy and diplomacy to nurture a peaceful environment, while also maintaining the facility's cleanliness and appearance.

Routine Duties:

vv. Cheerfully greet residents, prospective residents, and guests.
ww. Provide a highly visible, positive presence in and around the facility.
xx. Ensure all guests are registered properly.
yy. Provide tours of the facility to new residents and to prospective buyers.
zz. Tactfully enforce District policies.
aaa. Swiftly address conflicts or concerns.
bbb. Assist with community special events.
ccc. Complete a wide array of administrative duties such homeowner registrations, area rental reservations, program registrations, answering phones and emails, maintaining office organization, ordering office and janitorial supplies, assisting residents face-to-face with questions or concerns.
ddd. Provide additional cleaning throughout the facility.
eee. Collect money from mobile vendors and provide them with a receipt.
fff. Put out food truck signage.
ggg. Update the community marquee when requested by the amenity manager.
hhh. Write reports for incidents, first aid, and injuries.
iii. Provide contact information to the residents for the HOA, Management, and District Management.
jjj. Create youth IDs and record proper identification. Monitor security cameras and respond to situations or alert Management.
kkk. Provide managers with frontline information regarding safety issues, processes, or on-going resident concerns.
lll. Test pool chemicals when needed.

Monthly Duties:

a. Audit systems to ensure all guests are registered properly.
b. Audit Youth ID records to keep current.
c. Study continuously all current and newly adopted policies.
d. Role play with Amenity Manager to improve conflict resolution.
e. Do an inventory check on all supplies and materials needed for cleaning the facility.
f. Assist GM in managing the RV lot.

Annual/Seasonal Duties:

a. Assist with community special events.
b. Help decorate the facility and bulletin boards.
c. Provide assistance to the Swim Team and visiting families during swim meets and address any issues during swim practices.

Heritage Landing Job Scopes

Life Guard/Pool Monitors

Job Scope Summary: The lifeguard and pool monitor assist in the safe operation of the District's pool slide. Lifeguards provide supervision of the pools and slide during pool slide operation to enforce safe use of these facilities based upon District and Department of Health policies. These positions support the safety of pool patrons and assist with aquatic programs. Work is performed under the general supervision of an aquatics supervisor.

Responsibilities and Duties:

Head Lifeguard/Aquatic Supervisor:

a. Establish weekly schedule and plan daily work assignments.
b. Train and coach employees.
c. Inspect staff work performance.
d. Demonstrate leadership and provide additional training to staff.
e. Communicate effectively with staff.
f. Perform duties consistent with the American Red Cross Lifesaving Course.
g. Monitor pool-related activities closely throughout shift and identify any safety issues.
h. Direct swimmers out of the pool in hazardous conditions.
i. Open the pools each day and/or close the pools each evening, when scheduled.
j. Monitor weather reports closely to ensure safety of guests.
k. Maintain a clean environment in and around the pool.
l. Aid patrons when appropriate or necessary.
m. Maintain and stay current in American Red Cross Lifesaving certifications through additional training.
n. Organize and execute American Learn-to-Swim Programs.
o. Direct reporting to management of daily aquatic concerns/issues/happenings.
p. Maintain and file all daily weather logs, swimmer logs, Lifeguard end of shift reports, and incident reports.

Lifeguard:

mmm. Perform duties consistent with the American Red Cross Lifesaving Course.
nnn. Open the pool each day and close it down each evening, depending on schedule and hours.
ooo. Monitor pool-related activities closely throughout shift and identify any safety issues.
ppp. Direct swimmers out of the pool in hazardous conditions.
qqq. Monitor weather reports closely to ensure safety of guests.
rrr. Oversee pool party participants
sss. Maintain a clean environment in and around the pool.
ttt. Provide assistance to patrons when appropriate or necessary.
uuu. Perform cleaning duties during thunder or down time.
vvv. Maintain and stay current in American Red Cross Lifesaving Certifications through trainings.
www. Administer slide swim test and issue wristbands as needed.

Pool Monitor:

- Monitor the top of the pool slide, when open. Actively monitor the pool decks and intervene in any situation that may create a safety issue in or around the pools or anywhere in the amenity center.

Exhibit B

Agreement Regarding Use of District Issued Debit Card

AGREEMENT REGARDING USE OF DISTRICT-ISSUED DEBIT CARD

As the General Manager for the Southaven Community Development District ("District"), and pursuant to that certain *Agreement between Heritage Landing Community Development District and Vesta Property Services, Inc. for Property Management and Maintenance Services*, dated October 1, 2022 ("Agreement"), I, _____, as General Manager, understand that I am authorized to use the District-issued Debit Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

1. Compliance with Agreement, Rules & Policies. I agree to abide by all of the terms of the Agreement, as may be amended from time to time. I further agree to abide by the policies of the bank from which the Debit Card is issued. I understand all such terms, rules, and policies.

2. Authorized Expenditures Only. I agree to use the Debit Card for approved District expenditures only, as set forth in the Agreement, and not personal expenses. I further agree not to use the Debit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that in all cases of misuse, the District reserves the right to recover any monies and other damages from me.

3. Security. I agree to maintain the security of the Debit Card at all times in order to prevent the Debit Card from being used for fraudulent or corrupt purposes, and to account for all Debit Card expenditures with appropriate receipts.

4. Accounting. I understand that the Debit Card will be funded only up to _____ Dollars ($_____) at any given time, and in order for the account to be replenished I must submit appropriate receipts to the District pursuant to the terms of the Agreement. I understand that unaccounted for or unapproved Debit Card expenditures are my responsibility, and that I may be liable for them at the discretion of the District. I will notify the District immediately upon discovering the Debit Card has been lost, misused, or stolen.

5. Conclusion of Employment. Upon the conclusion of my employment, I agree to submit the Debit Card to the District and all receipts within twenty-four (24) hours of my last day of work.

Signature: _____ Date: _____

Tab 11

Heritage Landing CDD Meeting

October 13, 2022

Date of Report: October 5, 2022 **Todd Myhill, Amenity Manager**

- **Event Planning—No Board Action Required**
  - We are currently considering a haunted house over two nights on October 28 and 29, rather than a costume parade, due to the pool project. We do not have any Saturdays available during the month for a field event due to soccer. We may consider a movie night in conjunction with food trucks.
  - We're planning on a larger Pictures with Santa event on December 10 with cookie decorating, possible hayride or train ride and other activities.
- **Concluded Events—No Board Action Required**
  - 80's Neon Pool Party, September 24, 7:00 p.m. to midnight.

- The 80's Neon Pool Party was one of the largest events in Heritage Landing history and the first ever held at night. Between 6:30 p.m. and 11:00 p.m., 621 residents signed in with 83 guests for a total of 704 people. Sign-ins throughout the day totaled 857 and we also had 65 people attend area rentals, so we accommodated 922 people that day.

  Despite the size of the crowd, we experienced the best that Heritage Landing has to offer. We saw only kindness and overwhelming community spirit. We did not have a single incident report for the entire day.

  As with events of this scale, we experienced some small frustrations in preparation and execution, but residents were very patient, and staff were flexible and accommodating. A special shout out to Michael Taylor for many creative ideas, insights, and helpful directions before and during the event that contributed greatly to its success.

  QR codes were posted during the event and a survey was sent to residents by email after the event to obtain feedback. We received about 24 responses through QR codes; and despite 557 residents reading the survey email, only an additional 32 residents provided responses. 53% rated the event a 10 and 40% rated it an 8 or 9, so we have some room for improvement. But comments were very positive. 95% would like to see a similar event each year. This could become a new annual "Last Splash."

- **County Street Signs—Board Discussion Required**
  - Clint Lynch, Traffic Engineer with St. Johns County's Traffic & Transportation Department, informed me that due to costs and logistical challenges, his department does not support the replacement of the District's street and traffic signs with county-standard signs and that the department would advise the county against this project. His department estimated that the cost just to install new posts and signs would be more than $33,000. This doesn't include the cost to remove all current signs and sign posts nor reflect the considerable difficulty in coordinating the installation of each new sign as each old sign is removed.

Please contact me directly if you have any comments or questions.

tmyhill@vestapropertyservices.com

Vested in your community.

Tab 12

Heritage Landing CDD Meeting
October 13, 2022
Field Operations Manager Report

Date of report: **10/5/2022** Submitted by: **Lourens Erasmus**

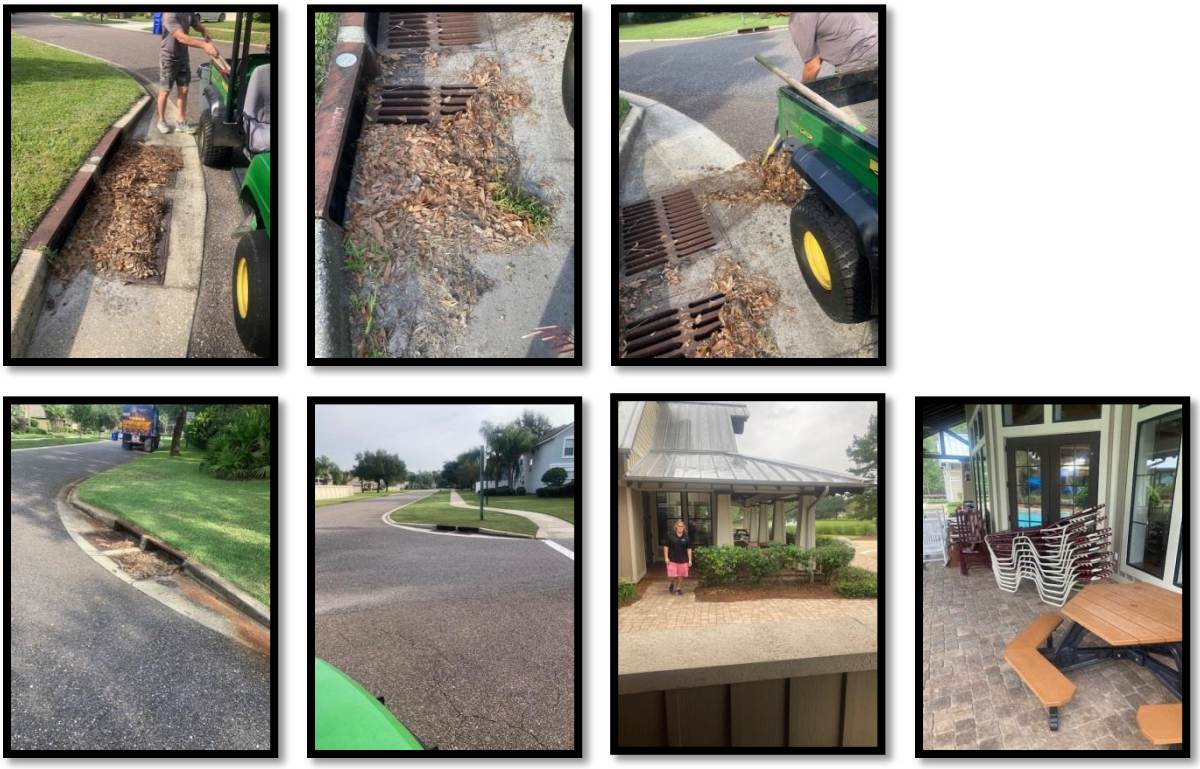
Field Operations and Maintenance Items:

Amenity Center Trees Pruning:

In preparation for the upcoming filter project, we had to remove a couple of crepe myrtles and prune the oak trees to allow for access into the pool room. To maximize the money spent on a chipper truck to remove the cut debris, we continued pruning the trees in the center islands and all limbs overhanging the parking spaces along the main parking lot at the amenity center.

We anticipate continuing our pruning efforts at the parking lots adjacent to the tennis court lawn and basketball courts.

Hurricane Ian Prep and Clean-Up:



Heritage Landing was spared during this past hurricane, and I am happy to report no damage other than plant material strewn everywhere. In discussions with the Chair and the District Manager, we announced that the facilities would be closed Thursday and Friday, 9/29-30, and that I would inspect all facilities Friday morning to determine when we could safely reopen.

To prepare for the storm, my team packed away items that could become airborne and stacked the chaise lounges under covered areas in the event of high winds. We rolled up tennis windscreens but left the RV lot since it's better protected from the winds. All trash cans were emptied and some we made slits in the plastic bag in case the lids blew off and they got flooded with water. We drove along the main streets in the neighborhood and removed any obstacles around the storm-drain grates.

Friday morning, I was in contact with Billy from BrightView and we determined that there was no major debris obstructing pathways and sidewalks, so there was no need for them to spend time on property and bill us when they could take care of minor cleanup during their normal schedule. After driving through and determining we had no damage, I asked staff to return to clean and reset all areas and we had the amenity center open to the public by noon.

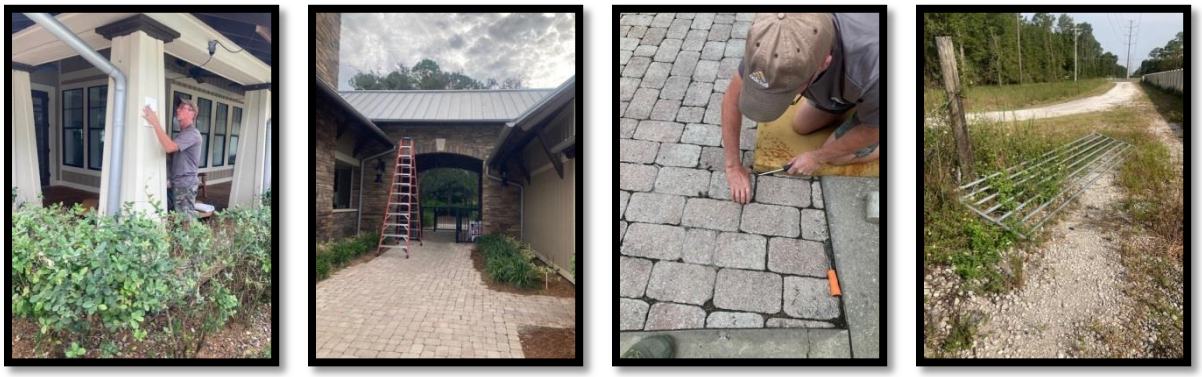
End of Summer Bash:

We held the biggest event I have ever been a part of on Saturday, September 24. We were able to prep a little on the Friday before, but because of the change in date and due to several pre-existing area rentals, prep work the day of the event couldn't start until 5pm, which included the complete blackout of the Heritage Room.

Our team worked diligently to host a fun yet safe event. At 11pm we started with preliminary clean up. The Heritage Room was completed by 11:30pm and we then focused on the pool decks to get them ready for use on Sunday. At 12am, the last residents left and we put out the lap lanes and emptied the last trash cans.

I want to thank the community for being so patient and participating with such great spirt. We truly learned a lot from this event, which will help us with all future planning.

General Maintenance:



- Installed some Wi-Fi extenders on the pool deck
- Replaced light bulbs
- Leveled some pavers that were lifted by tree roots.
- Reinstalled FPL gate that was taken off its hinges and left open.
- Repaired shower in women's bathroom.

TAB 13

6869 Phillips Pkwy Dr. South Jacksonville Fl 32256
Fax: 904-807-9158 Phone: 904-997-0044

Service Report

Date: September 15, 2022

Biologists: Jim Charles
Clayton Wilford

Client: Heritage Landing CDD

Waterways: Thirteen Ponds

Comments: Partly sunny, 85° F and calm.

Note: First report for month.

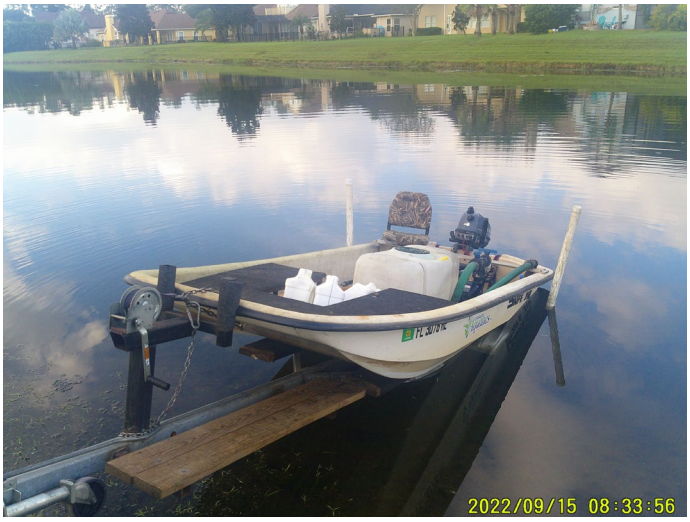
Pond 1: Pond was in very good condition this month. Water level is normal.

Pond 2: Pond was in good condition. Water level is normal. Fountains running. Perimeter treatment last month for torpedo grass had good results.

Pond 3: Pond was in good condition. Water level is normal.

Pond 4: Pond was in good condition. Water level is normal. Fountains running.

Pond 5: Pond was in fair condition due to algae. Water level is normal. Treated for algae, mostly accumulated in the middle section of the pond.



Pond 6: Pond was in fair condition. Treated for exposed spike rush along entire perimeter. Water level is normal.

Pond 7: Pond was in poor condition. Pond level is normal. Treated for algae on the 15th by boat.

Pond 8: Pond was in good condition. Fountain was running normally.

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

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

Pond 11: Pond was in good condition. Water level is normal. Only minor algae along perimeter.

Pond 12: Pond was back in very good condition. Water level is good. Treatments for algae and naiad have had very good results.

Pond 13: Pond was in very good condition this visit. Water level is normal.

Jim Charles

6869 Phillips Pkwy Dr. South Jacksonville Fl 32256
Fax: 904-807-9158 Phone: 904-997-0044

Service Report

Date: September 22, 2022 **Fountain Tech**: Tom Hair

Client: Heritage Landing CDD
Contact: Melissa Dobbins, Todd Myhill, Lourens Erasmus
Waterways: Fifteen Ponds

General Information: Quarterly maintenance service has been performed on all 5 fountains in Ponds 2, 4 and 8. I cleaned the floats, intake screens, nozzles and the lights. Fountain lights were checked for blown bulbs. The timers, voltage, amperage, and mooring lines were checked on all fountains. Listed below is a pond by pond description of additional work if any and pictures.

Pond 2 Fountain 1:

Pond 2 Fountain 2:

Pond 4 Fountain 1:

Pond 4 Fountain 2:

Pond 8 Fountain:

Total Additional Materials: 0

Please contact Charles Aquatics with any questions or comments.