



Rizzetta & Company

Heritage Landing Community Development District

**Board of Supervisors' Meeting
April 13, 2023**

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

www.heritagelandingcdd.org

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

Camp Heritage Amenity Center
370 Heritage Landing Parkway, St. Augustine, FL 32092
www.heritagelandingcdd.org

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

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

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

**Board of Supervisors
Heritage Landing Community
Development District**

April 6, 2023

Dear Board Members:

AGENDA

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **April 13, 2023 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 March 9, 2023, and the Minutes of the Board Workshop held April 4, 2023 Tab 1
 2. Ratification of the Operation and Maintenance Expenditures for the month of February 2023 Tab 2
- 4. STAFF REPORTS - PART A**
 - A. District Engineer
 - B. Landscape and Maintenance
 1. Consideration of Brightview Proposal for Oak Tree Removal Tab 3
- 5. BUSINESS ITEMS – PART A**
 - A. Consideration of Resolution 2023-03; Amending Records Retention Policy Tab 4
 - B. Consideration of Polling Lease Agreement Tab 5
 - C. Consideration of Proposals for Entrance Tower Painting Tab 6
- 6. STAFF REPORTS - PART B**
 - A. District Counsel
 - B. Amenity Center and Field Maintenance
 1. Amenity Manager Report Tab 7
 2. Field Manager Report Tab 8
 3. Charles Aquatics Report Tab 9
 - 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,

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, March 9, 2023 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
Kevin Austin	Board Supervisor, Vice Chairman
Robert Och	Board Supervisor, Assistant Secretary
Achara Tarfa	Board Supervisor, Assistant Secretary
Christine Mallatt	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock LLC <i>(via speakerphone)</i>
Lourens Erasmus	Field Manager, Vesta Property Services
Todd Myhill	Amenity Manager, Vesta Property Services
Billy Buerki	Brightview Landscape <i>(via speakerphone)</i>
Jay King	Vesta Property Services

Public present.

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**

No public comments.

THIRD ORDER OF BUSINESS**Consent Items**

- 1. Consideration of the Audit Committee Meeting
Minutes held on February 9, 2023**
- 2. Consideration of the Board of Supervisors' Regular
Meeting Minutes held on February 9, 2023**

51
52
53 **3. Ratification of the Operation and Maintenance Expenditures**
54 **for January 2023.**
55

On a motion by Mr. Och, seconded by Ms. Mallatt, with all in favor, the Board approved the minutes of the Audit Committee meeting held February 9, 2023, the minutes of the Regular Meeting held February 9, 2023 and ratified the Operation and Maintenance Expenditures for January 2023 in the amount of \$197,664.94, for the Heritage Landing Community Development District.

56
57 **FOURTH ORDER OF BUSINESS**

Staff Reports – PART A

- 58
59 A. District Engineer
60 Not present.

61
62 *Board moved to agenda item 5A since Mr. Buerki was not yet available.*
63

64 **FIFTH ORDER OF BUSINESS**

Review of Amenity Suspension

65
66 After discussion the Board gave another 30 days to each minor identified as AA, DA and
67 CH that used profanities towards staff when confronted about their infraction on February
68 10th.
69

On a motion by Ms. Mallatt, seconded by Mr. Och, with Ms. Tarfa opposed, the Board added an additional 30 days to the amenity suspension to minors AA, DA, and CH for February 10th infraction, for the Heritage Landing Community Development District.

70
71 *Board moved back to agenda item 4B.*
72

73 **SIXTH ORDER OF BUSINESS**

Landscape Maintenance

- 74
75 1. Brightview Landscape Report
76 Staff stated the current condition of the Athletic Field is not in good
77 shape. They will work with Mr. Buerki on a plan. Mr. Erasmus
78 mentioned that he received a proposal from Mr. Buerki to fix the
79 swale between the District and Ashley Oaks but he is waiting for
80 the county to review the scope to confirm their approval.
81
82 2. Consideration of Brightview Amenity Entry/Pool Proposal
83 Mr. Buerki noted he is going to revise this proposal and price out
84 the removal of some oaks at the Amenity Center which could
85 provide more light to new plant material and allow for a variety of
86 options of plants. The board tabled this item.
87

88 **SEVENTH ORDER OF BUSINESS**

**Discussion of Correspondence from
Council for Suspended Resident**

89
90
91 Board took no further action at this time.

92

93 **EIGHTH ORDER OF BUSINESS****Review of Community Sign
Proposals**

94

95

96 The Board tabled to review at April workshop.

97

98 *Board moved to agenda item 5E.*

99

100 **NINTH ORDER OF BUSINESS****Consideration of Entrance Tower and
Sign Painting Proposals**

101

102

103 The Board tabled to review further when they prioritize major upcoming projects at their
104 April meeting.

105

106 **TENTH ORDER OF BUSINESS****Consideration of Charles Aquatics
Fountain Replacement Proposal(s)**

107

108

109 Mr. Erasmus reviewed the Charles Aquatics proposals behind tab 9.

110

111 After discussion, the Board approved replacing the Legacy fountain with another 5HP
112 motor in the amount of \$11,477.00.

113

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board approved the Charles Aquatics proposal to replace the Legacy fountain, for the Heritage Landing Community Development District.

114

115

On a motion by Ms. Mallatt, seconded by Mr. Taylor, with Mr. Austin opposed, the Board approved moving the location of Fountain 1 in Pond 2 in the amount of \$500.00 and will monitor any impacts, for the Heritage Landing Community Development District.

116

117 *Board moved back to agenda item 5D.*

118

119 **ELEVENTH ORDER OF BUSINESS****Consideration of Pool Light Proposals**

120

121 Mr. Taylor requested if staff could investigate if there are options to install colored lighting
122 options before Board makes final decision. The board tabled this item.

123

124 **TWELFTH ORDER OF BUSINESS****Staff Reports – PART B**

125

126 **A. District Counsel**

127 There was no report.

128

129 **B. Amenity Center and Field Maintenance**

130

131 **1. Amenity Manager Report**132 **i. Joy of Tennis Summer Camp**133 After review and discussion, the Board approved the all
134 resident summer tennis camp with a District

135 agreement.
136

On a motion by Mr. Taylor, seconded by Mr. Austin, with Mr. Och and Ms. Mallatt opposed, the Board approved entering into a District agreement with Joy of Tennis Summer Camp, for the Heritage Landing Community Development District.

137
138 2. Field Manager Report

139
140 3. Charles Aquatics Pond and Fountain Report

141
142 C. District Manager

143 After discussion the Board set the April budget workshop for Tuesday, April 4th
144 at 1pm.

145
146 **THIRTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience
Comments**

147
148 **Audience:**

149
150 Audience Member requested an update on pickle ball courts.
151 Audience Member suggested trail cameras for the FPL easement.

152
153 **Supervisors:**

154
155 Ms. Mallatt and Mr. Och requested to have further talks about the crosswalk
156 options at the workshop.

157
158 Mr. Austin wants to see the county enforce traffic violations more.

159
160 Ms. Tarfa wants to review coach's behavior at sports events.

161
162 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

163
On a motion by Mr. Och seconded by Mr. Taylor, with all in favor, the Board adjourned the meeting at 2:43 p.m., for the Heritage Landing Community Development District.

164
165
166
167
168
169
170
171
172
173
174
175
176
177

178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

MINUTES OF WORKSHOP

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 **Workshop** of the Heritage Landing Community Development District was held **Tuesday, April 4, 2023 at 1:00 p.m.** held at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present:

Michael Taylor
Kevin Austin
Robert Och
Christine Mallatt

Board Supervisor, Chairman
Board Supervisor, Vice Chairman
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Melissa Dobbins
Todd Myhill
Lourens Erasmus
Jay King

District Manager, Rizzetta & Company, Inc.
Amenity Manager, Vesta
Field Manager, Vesta
Vice President of District Services Division, Vesta

Audience Not Present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Taylor called the workshop to order at 1:00 p.m.

SECOND ORDER OF BUSINESS

Mr. Erasmus reviewed the CBC Report, CBC Projects, Non-CBC Projects and Projects Completed. The board prioritized the projects from High, Moderate and Low.

The board also discussed reaching out to the county to find out if they would approve a Speed Limit Alert Sign to be installed in their ROW. In addition, the board further reviewed street and traffic sign replacement options and asked staff to request more proposals for the decorative sign option.

The board discussed creating suspension guidelines to provide Vesta to assist in their process when a specific incident/violation occurs to reduce the number of suspensions that come to the board meeting for the same type of infraction. Vesta will review the most common violations to

present to the board for further review.

Lastly, Ms. Dobbins reviewed the FY 24 Proposed Budget. The Board discussed reducing waste services during the dormant season, review the insurance property schedule more in detail, and establishing a possible new assessment CAP to work within for the next few years.

THIRD ORDER OF BUSINESS

Adjournment

Mr. Taylor adjourned the workshop at 3:55 p.m. for Heritage Landing Community Development District.

DRAFT

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

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

February 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$87,495.48**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Admiral Furniture, LLC	100178	147261	Cocktail Table 10/22	\$ 1,033.16
BrightView Landscape Services, Inc.	100167	8264752	Landscape Maintenance 02/23	\$ 20,800.00
Charles Aquatics, Inc.	100168	47269	Aquatic Management 02/23	\$ 975.00
Christine Mallatt	100169	CM020923	Board of Supervisors Meeting 02/09/23	\$ 200.00
COMCAST	EFT	8495 74 140 0429787 01/23 Autopay 475	Cable TV & Internet 01/23	\$ 384.85
Florida Department of Revenue	100179	65-8015563124-2 Sales & Use Tax 01/23	Sales & Use Tax 01/23	\$ 1,801.00
Florida Power & Light Company	EFT	87098-35048 01/23 Autopay 475	Electric Services 01/23	\$ 4,425.22
Florida Power & Light Company	EFT	Monthly Summary 02/23 Autopay 475	Electric Summary 02/23	\$ 5,391.33
Kevin Lee Austin	100170	KA020923	Board of Supervisors Meeting 02/09/23	\$ 200.00
Kutak Rock, LLP	100156	3170761	Legal Services 12/22	\$ 1,984.50
Leslie Achara McNair-Tarfa	100171	AT020923	Board of Supervisors Meeting 02/09/23	\$ 200.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Michael C. Taylor	100172	MT020923	Board of Supervisors Meeting 02/09/23	\$ 200.00
Poolsure	100173	131295612367	Monthly Pool Maint & Chemical 02/23	\$ 2,999.63
Progressive Entertainment, Inc.	100176	12810131	Dive-In Movie 03/10/23	\$ 395.00
Progressive Entertainment, Inc.	100160	1290017	Spring Fling Entertainment 04/23	\$ 1,071.00
Recreonics, Inc.	100177	820656	Swim Lap Lanes Colors 02/23	\$ 4,371.92
Rizzetta & Company, Inc.	100155	INV0000075322	District Management Fees 02/23	\$ 5,900.00
Robert Och	100174	RO020923	Board of Supervisors Meeting 02/09/23	\$ 200.00
Rocky Waldroup	100166	Waldroup 033122	Deposit Refund 03/22	\$ 113.75
St Johns Utility Department	EFT	503699-115198 01/23	Water Services 01/23	\$ 1,146.60
St Johns Utility Department	EFT	533275 126033 10/22 EFT 475	Utility Services 10/22	\$ 67.49
Tri County Irrigation Inc	100175	74143	Irrigation Repairs 02/23	\$ 1,988.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	100158	407315	Management Services 01/23	\$ 30,607.86
Vesta Property Services, Inc.	100161	407481	Reimbursable Expenses 01/23	\$ 12.77
VGlobal Tech	100157	4738	Website & ADA Maintenance 02/23	\$ 250.00
W.B. Mason Co., Inc.	100159	235325456	Janitorial Supplies 01/23	\$ 56.89
Waste Management Inc. of Florida	EFT	0026277-4032-3 Autopay 475	Waste Management Services 02/22	\$ 359.51
Wayne Automatic Fire Sprinklers, Inc.	100162	1022770	Semi-Annual Sprinkler Inspection 02/23	\$ 360.00
Report Total				\$ 87,495.48

Tab 3

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 General Tree 3-21-23

Project Description Removal of Large Oaks damaging sidewalks and potentially damaging foundation of
Amenity Center

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Tree #1 Remove and Stump Grind. Haul away Debris	\$1,500.45	\$1,500.45
1.00	LUMP SUM	Tree #2 Remove and Stump Grind. We will have to stump grind a large area due to root flare. Haul away Debris	\$2,000.60	\$2,000.60
1.00	LUMP SUM	Tree #3 Remove and Stump Grind. Haul away Debris	\$1,857.70	\$1,857.70
1.00	LUMP SUM	Tree #4 Remove and Stump Grind. Haul away Debris	\$2,000.60	\$2,000.60
1.00	LUMP SUM	Tree #5 Remove and Stump Grind. Haul away Debris	\$1,286.10	\$1,286.10

Listed in order from South to North along front of the Amenity Center

For internal use only

SO# 8069953
JOB# 460802023
Service Line 300

Total Price \$8,645.45

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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

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

Customer

District Manager

Signature _____ Title

Melissa Dobbins
Printed Name

April 05, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager Exterior

Signature _____ Title

William Buerki
Printed Name

April 05, 2023
Date

Job #: 460802023

SO #: 8069953

Proposed Price: \$8,645.45

Tab 4

MEMORANDUM

TO: HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT BOARD
OF SUPERVISORS

FROM: WESLEY S. HABER

DATE: MARCH 13, 2023

RE: PUBLIC RECORDS RETENTION

The purpose of this memorandum and attached resolutions are to update and/or establish the District's Records Retention Policy, including to reflect management of transitory messages and establishment that the electronic record is considered the official record.

The District essentially has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time, with the exception of Transitory Messages. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

OPTION 1

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Heritage Landing Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the

individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of April 2023.

ATTEST:

**HERITAGE LANDING COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Heritage Landing Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the

individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the District's development of electronic record keeping systems.
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of April 2023.

ATTEST:

**HERITAGE LANDING COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: General Records Schedules, GS1-SL and GS3

Composite Exhibit A

General Records Schedules Established by the Division (GS1-SL and GS3)

[attach, if Option 2 adopted]

Tab 5

St. Johns County Supervisor of Elections
Polling Place Lease Agreement

THIS AGREEMENT made and entered into this 13th day of March 2023 between the **Heritage Landing Community Development** hereinafter referred to as **LANDLORD**, and in her official capacity as **St. Johns County Supervisor of Elections, Vicky Oakes**, hereinafter referred to as **TENANT**. The premises will be used as a polling place for the voters of St. Johns County, Florida. Lease Period: **January 1st, 2024**, to **December 31th, 2024**.

It is hereby agreed:

1. That the TENANT agrees to notify the LANDLORD of the dates of the elections at least one hundred and eighty (180) days prior to any scheduled election except in the event of special called elections.
2. That the TENANT be permitted access to the premises prior to any scheduled election for delivery, setup and pickup of election supplies and voting equipment. If stored in a secured room other than the designated polling room, the TENANT will have access to the storage room, as needed.
3. That poll workers, designated by the TENANT, be permitted to occupy the premises between the hours of 6 AM and 9 PM on Election Day, and that the LANDLORD will (check one):
[] provide a key to the TENANT which will be securely stored by the TENANT for access to the facility as needed
[] provide a person specified by LANDLORD with a key to provide access as needed
4. That the TENANT will provide general liability insurance covering St. Johns County, a political subdivision of the State of Florida, to be extended so as to cover all liability for negligence arising out of TENANT's use and occupancy of the premises under this agreement.
5. That the LANDLORD recognizes that on Election Day under this agreement, the facility is considered public property and as such, solicitation is allowed. This includes petition seeking, distribution of campaign literature, posting campaign signs, etc. Since this is a First Amendment right as decreed by the courts, it is not optional and must be allowed. A 150-foot "No Solicitation" zone in front of the polling place door, also required by law, will be created, and monitored by a Poll Deputy during an election.
6. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
7. That the TENANT will provide, as required by law, a poll deputy to maintain order at the polling location during an election. This includes the areas designated as the 150-foot "No Solicitation" zone and the polling room and that adherence to all election laws in regard to political advertisement and solicitation will be strictly enforced.
8. That the LANDLORD understands that, by law, only persons permitted to enter the polling room on Election Day are poll workers, voters of the precinct, the Supervisor of Elections and deputized/authorized staff of the Elections Office, persons assisting voters or caregivers of voters, and emergency law enforcement or medical personnel requested by the poll workers.

St. Johns County Supervisor of Elections
Polling Place Lease Agreement

9. That the [] LANDLORD [] TENANT shall supply ___ tables and ___ chairs [] WILL or [] WILL NOT be provided within the polling room for use by elections officials during Election Day.
10. Neither party may assign this Agreement without the prior written consent of the other. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
11. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
12. Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.
13. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof. This includes the fact that the Tenant has sovereign immunity and is not waiving that protection. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair, or invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.
14. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.
15. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

Vicky C. Oakes
Supervisor of Elections
St. Johns County, FL
Tenant

Full Name:
Title:
Landlord

Date

Date

St. Johns County Supervisor of Elections
Polling Place Lease Agreement

Lease is hereby amended as follows:

- a. Location to be leased is the 370 Heritage Landing Parkway, St Augustine, FL 32092.
- b. In the event of a special election being called, the TENANT shall give LANDLORD twenty (20) calendar days of prior notice.
- c. In addition to the general liability insurance coverage for St. Johns County, a separate Certificate of Coverage for general liability insurance will be provided naming the Heritage Landing Community Development District as the Certificate Holder and an additional insured.
- d. TENANT shall remove the election supplies and voting equipment within one (1) day of the election.
- e. TENANT acknowledges and agrees that landlord uses the premises for the operation of a recreation facility and the LANDLORD staff shall be entitled to have access to the premises as necessary to operate LANDLORD facility as long as such access does not materially interfere with TENANT'S ability to conduct an election.
- f. **Indemnification.** In consideration for LANDLORD agreeing to the terms herein, TENANT, its employees, agents and subcontractors shall defend, hold harmless and indemnify LANDLORD and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limits to, reasonable attorney's fees, to the extent caused by the acts or omissions of TENANT and other persons employed or utilized by TENANT in connection with TENANT'S use of the premises. Obligations under this provision shall include the payment of all settlements, judgements, 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.

Vicky C. Oakes
Supervisor of Elections
St. Johns County, FL
Tenant

Full Name:
Title:
Landlord

Date

Date

Tab 6

HERITAGE LANDING CDD

PROPOSAL WORKSHEET

JOB	QTY	VENDOR	QUOTE	NOTES	ACTION
Entrance Tower paint		Ibis Paint Investment Paint Performance Paint	\$5,240 \$5,535 \$11,125	Yellow and White Arrows	
Entrance sign painted		Ibis Paint Investment Paint Performance Paint	\$3,200 \$1,140 \$2,850	Red Arrows	

Totals	
Ibis Paint	\$8,440
Investment Paint	\$6,675
Performance Paint	\$13,975

Ibis Painting
822 N. A1A Highway Suite #310
Ponte Vedra, FL 32082
Ibispainting.com
(904)-424-3387
Lic. #BL-5959



Ibis Painting Proposal

Attn: Lourens Erasmus - Vesta Management

Date: 2/6/23

Address: Heritage Landing - 370 Heritage Landing Parkway, St. Augustine, FL - 32092

Phone: 904-536-6217

Email: LErasmus@vestapropertyservices.com

Exterior Scope of Work: Repaint front entry tower. Black metal beams, supports, siding, fascia, and ceilings.

Excluded Areas: Heritage Landing sign

Preparation and Maintenance: Pressure clean structure prior to painting. Wire brush all rust areas prior to coating. Inspect structure for old, cracked, or deteriorated caulking. Re-caulk areas as needed to prevent future water intrusion.

Paint Application: Metal areas will receive 1 coat of Sherwin-Williams Macropoxy 646 and a 2nd coat of Sherwin-Williams Pro Industrial Alkyd Urethane. All wood and siding will receive 2 coats of Sherwin-Williams Exterior Latitude Paint.

All Paint and Materials are Included.

General Conditions

This contract and conditions shall become part of the paint manufactures specifications and shall be binding in every respect. Please note, this proposal and the quoted price(s) outlined will expire after (3) months from the date of this proposal. Any alteration involving extra costs will be executed only upon written order and will become an additional charge over and above estimate.

The work to be done by the painting contractor shall include the furnishing of all materials and labor to complete the preparation and painting project tasks outlined.

Upon request, Ibis Painting will provide proof of the valid contractor license, Certificate of General Liability Insurance, as well as obtain necessary project permits when required.

All projects will commence after Ibis Painting has received a 50% deposit of the total job price. All agreements are contingent upon possible delays beyond our control (i.e. weather setbacks). Ibis Painting reserves the right to terminate the contract at any time, but only reimbursing the Owner/Representative in full for any funds received. The 50% deposit for a proposed project is non-refundable once preparation and work has begun.

As a family owned company, we at Ibis Painting strive to achieve 100% customer satisfaction. If for some reason we fall short of this, upon entering into this contract, the customer agrees that rather than writing a negative remark online, they will immediately notify the owner of Ibis Painting and provide a chance for the issue to be resolved.

If multiple projects are being handled at this job site, other than the items in the scope of work to be handled by Ibis Painting, then the following condition would apply; The quoted amount(s) on this proposal is contingent upon Ibis Painting working consecutively from start to finish. If tradesmen not affiliated with Ibis Painting interrupt the painting schedule or cause damages to any of the finished areas, the project may be subject to reassessment. If Ibis Painting work is halted due to other tradesmen, the owner/representative agrees at that time to pay no less than 90% of the balance with no more than 10% of the balance held as a retainer, which will be paid upon completion of the remaining items.

No credits or adjustments to the agreement sum shall be made unless mutually agreed by the contractor or owner.

A. Workmanship

All work will be accomplished by the contractors experienced personnel who are trained and qualified for safe use of the specified products, equipment and rigging needed to accomplish this job.

B. Warranty

Unless otherwise agreed by both parties in writing, the sole warranty of the work shall be as follows: the contractor is not responsible for any corrections after final payment is submitted to the contractor. Ibis Painting offers a 5-year exterior labor warranty, in which the contractor will correct defective portions of application due to improper workmanship.

C. Materials and Equipment

All materials will be Sherwin Williams or the paint product(s) agreed upon and approved in the proposed contract.

Colors shall be as specified by the owner/representative. If additional colors, accent walls or any changes to these standards are requested, the Owner/Project Representative will need to bring this to the attention of Ibis Painting for possible reassessment, prior to commencing the project. Additional costs will be charged for work order changes, including color changes, after commencing the project, for labor and materials used.

All materials used in the painting contract will be applied according to the paint manufacturer's label directions and in accordance with the Product Data Specification sheets. All paint colors will be delivered to the job site in their original containers.

All equipment required for the project will be provided by Ibis Painting to complete the project tasks outlined. Equipment utilized will be in sound working condition.

D. Access

The owner shall furnish, at no cost to the contractor an appropriate space on the premises in which to store materials and equipment and to supply all necessary utilities and elevators.

E. Protection of Property and Safety and Standards/Hazardous

The contractor shall comply with all fire, safety, E.P.A., D.E.R. and O.S.H.A regulations.

All trash shall be removed on a frequent basis throughout the duration of the job.

In the event the contractor encounters on the job site lead-based paint or any hazardous material such as, but not limited to asbestos or polychlorinated biphenyl (PCB) about which the contractor has not been notified in writing prior to entering in agreement with the owner, the contractor shall immediately stop work and shall not be responsible for testing, removal, disposal, or rendering harmless of such materials. The owner agrees to hold the contractor harmless as to any liability resulting from such material in the event the contractor has not been notified as previously mentioned. Any additional costs including overhead and profit incurred by these conditions shall be reimbursed to the contractor.

Exterior Surface Preparation

1. House will be inspected for water damage areas.
2. Surfaces to be painted will be chlorinated with a bleach and water mixture to remove and kill mildew, mildew spores, and any other surface contaminants.
3. Surfaces to be painted will be rinsed thoroughly, then water blasted to remove dirt, mildew, chalked paint, and any foreign materials detrimental to the new finish.
4. Windows and doors, not specified to be painted, will be covered with contractor grade film & 3 M blue tape.
5. All permanent flooring will be covered and protected with exterior drop cloths before painting any area and will remain free of painting residue.
6. It is recommended to have all shrubbery to be trimmed back and away from any surfaces to be painted. The contractor is not responsible for any overspray onto shrubbery.
7. All sprinkler systems shall be covered and/or protected against damage during each stage of painting project.
8. Cracks in stucco will be patched using an Elastomeric Waterproofing Compound.
9. In areas applicable, caulking will be applied where needed along seams, cracks, etc.
10. Damaged stucco will be patched with a stucco patch, retextured to match the adjacent surfaces, and primed with a Hot Stucco Primer.
11. All exterior substrates designated not to receive paint coatings shall be covered and/or protected and will remain free of painting residue.
12. Minimal remaining flaking, bubbling, loose paint, or caulking will be scraped away or sanded. Flaking paint is caused by previous painter not prepping/priming properly. Extensive flaking paint voids paint manufacturer's warranty. Excessive flaking that becomes apparent after pressure cleaning will be brought to the homeowners/representative's attention and may need to be reassessed.
13. Remaining dirt or debris will be wiped away from all surfaces prior to painting.
14. Areas of rotted wood to be painted will be repaired first with Bondo, as needed. (Please note that Ibis Painting is not a licensed carpentry contractor. Therefore, only areas of damaged wood that are visible on surfaces can be determined as needing repair. Should greater damage be underneath the surface of the wood to be repaired or replaced, a separate licensed carpentry contractor will have to be acquired by the homeowner to handle this carpentry work, prior to Ibis Painting returning to handle the painting work.)

Exterior Finishing System

1. The Owner/Representative will specify colors.
2. Areas of bare/exposed wood will be primed with Oil Based Primer, prior to top coating.
3. All chalky surfaces to be painted will receive first a coat of Sherwin Williams Water Proofing Sealer/Primer. (Sealer will lock down chalky surfaces).
4. Sherwin Williams or agreed upon paint, will be applied to all surfaces to be painted. (The number of coats to be applied will be assessed by contractor and written in proposed contract. Any additional coats will be agreed upon in writing).
5. Surfaces to be painted will be rolled, brushed, sprayed, or back rolled.
6. All cut lines will be completed in the most meticulous, straight, and even fashion.
7. All areas to be rolled will be rolled in a uniform and consistent manner.
8. If any spraying is done, it will be used as an applicator only with low pressure, followed by immediate back rolling. No overspray will contaminate any other areas not to be painted.
9. All paint will be applied in accordance with the correct millage thickness and procedure for coverage recommended in the paint manufacturers label directions.
10. Surrounding areas not to be painted will be free of paint residue.
11. Touch up paint in each color will be left on the job for owner or representative after job is completed.
12. Before completion of job a final walk through and punch out list will be performed to owner and/representative satisfaction.

X _____
Ibis Representative Signature Date

X _____
Customer Signature Date

Total Cost - \$5,240

Additional Options - Red Heritage Landing Sign (same coating process as listed above) - \$3,200



Investment Painting Of North Florida

Lourens Erasmus
 370 Heritage Landing Parkway
 St. Augustine, FL 32092

(904) 536-6217
 lerasmus@vestapropertyservices.com

ESTIMATE	#13156
ESTIMATE DATE	Jan 30, 2023
TOTAL	\$6,675.00

CONTACT US

229 S Torwood Drive
 Saint Johns, FL 32259

(904) 307-6649
 Investmentpaintingfl@yahoo.com

ESTIMATE

Services	qty	unit price	amount
Exterior painting quote - Heritage Landing Monument entrance black metal Pressure wash metal structure. Wire brush rust or grind with sanding grinder. Caulk open joints with sherwin Williams polyurethane caulking sealant. Paint metal infrastructure same color black with sherwin Williams macropoxy 646. Price includes labor materials taxes and lift needed for job. ***Client will be responsible for clearing branches to gain access to site for lift access***	1.0	\$4,900.00	\$4,900.00
Exterior Painting hardie board areas Pressure wash and Paint hardie board woodwork with sherwin Williams Emerald top of the line Paint. Price includes labor materials and taxes.	1.0	\$635.00	\$635.00
Exterior Painting Burnt orange metal beam with faux painting and heritage landing sign Pressure wash Repaint with sherwin Williams pro industrial direct to metal paint. Price includes labor materials and taxes.	1.0	\$1,140.00	\$1,140.00
Services subtotal:			\$6,675.00
Subtotal			\$6,675.00
Total			\$6,675.00

We will match or beat a written formal estimate from a reputable, licensed and insured company with proof of estimate!
To accept our estimate and schedule a start date please simply press the accept button on the email you received! You will then receive a invoice for your deposit of \$500.00 and at that time you will receive a tentative date for your approved job.

Please see our terms and Conditions for Agreements, Payment Schedules, Scheduling, Cancellation policies and more.

Like us on Facebook! Write us a review on Facebook, Nextdoor & Our Website!

Thank you for your Business!



**PERFORMANCE
★ PAINTING ★**

Prepare. Protect. Preserve.

10527 Craig Industrial Drive Jacksonville, FL 32225
(904) 641-4800 • Fax (904) 641-4809

February 12, 2023

Vesta Properties Services
370 Heritage Landing Parkway
St Augustine, FL 32092

Estimator: Kevin Hughes
904-402-2042
kevin@performance-painting.com

Thank you for the opportunity to quote the following prices:

Heritage Landing at World Golf Village @ Heritage Landing Pkwy & County Road 13N St. Augustine, FL 32092

Entrance Tower Steel Scope of Work:

- Clean all steel where rust is visible with a wire brush to remove any existing rust
- Apply a high-performance coating system to help reduce future rusting to steel I-beams, flanges, L-beams, bottom side of grate, and brackets
- The base of the columns and bracing will be caulked at the decorative stone to prevent water intrusion.

Tower Black Steel Total: \$9,450.00

Entrance Tower Non-Steel Scope of Work:

- Clean all surfaces receiving a coating
- Apply a coating system to siding, soffits, fascia, rafter tails, and corbels

Tower Non-Steel Total: \$1,675.00*

Must be completed with black steel scope of work to utilize the safety lift

Entrance Marquee Sign Steel Scope of Work:

- Clean all steel where rust is visible with a wire brush to remove any existing rust
- Apply a high-performance coating system to help reduce future rusting to steel support beams, Horizontal top beams, sign borders top/bottom, and sign brackets
- The columns and bracing will be caulked at the decorative stone to prevent water intrusion.

Two (2) Marquee Signs Total: \$2,850.00

Please take note of job description, Performance Painting is not required to perform any tasks not specifically listed.

Exterior Preparation

The Following procedures will be applied as necessary to your particular job under normal conditions:

- All loose or failing paint will be scraped and sanded to insure paint adhesion.
- All visible rust will be treated with a rust converter.
- Plants, fixtures, walkways, and windows will be protected.

All exterior steel receiving paint

- Apply a Sherwin Williams Macropoxy 646 fast cure epoxy mastic system to match existing color

All exterior non-ferrous metals receiving paint

- Apply two (2) coats of Sherwin Williams Latitude exterior paint to match existing color

Insurance

- Our company carries General Liability insurance through Gemini Insurance Company NAIC # 10833 United States Fire Insurance Company NAIC #21113 and Travelers Property Casualty Company of America NAIC #25764 Workers Compensation insurance through American Zurich Insurance Co NAIC #40142
- To request certificates of insurance please feel free to contact Kevin Hughes email: kevin@performance-painting.com with your requirements.

Limited Warranty

- Performance Painting Contractors, Inc. warrants labor and material for a period of two (2) years. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will Performance Painting Contractors, Inc. be responsible for consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture; i.e., cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.

Safety Standards

- OSHA standard and guidelines will be followed including having MSDS sheets available on site.
- All access equipment will have documented daily safety inspections.
- Only competent qualified staff will use access equipment as per OSHA regulations.
- Job Site will receive daily safety audits to ensure safety standard are met.
- An OSHA certified Project Manager will be assigned to the project and provide daily safety supervision.
- All employees on site will have passed drug test and background check.

Work Standard

- Performance Painting Contractors, Inc. is a member of the Painting and Decorating Contractors of America.
- All work is to be completed in a workman like manor according to standard practices. Worker/s will remain on job until completion of project. Work site will be cleaned daily and upon project completion. All agreements are contingent upon strikes, accidents, or delays beyond our control.
- Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America) P1-92, P2-92, P3-93, P4-94, P5-94, P7-98, and P6-99.
- The painting contractor will produce a "properly painted surface". A "properly painted surface" is one that is uniform in color sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over-spray which contractors' workforce causes. Compliance to meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Change Orders

- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.
- If after you agree to this work, you desire any changes or additional work, please contact us as the cost of all revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- Starting date is agreed upon verbally. Changes may require additional cost.
- You will be notified of all carpentry and drywall repairs before they are performed.
- It is *essential* that the work area be available to us, free from other trades. As a result of trade interference, Performance Painting Contractors, Inc. may leave the job and additional charges may be incurred.

Cost

- We propose to furnish material and labor – complete and in accordance with the above specifications for the sum of all as stated above. *Individual tasks*, if selected, may require additional pricing. Price is valid for **90 days** unless otherwise noted.

Payment

- **One third** to be paid to secure a start date.
- **The balance is to be paid in full to the Project Manager on the last day of the job.** Acceptable forms of payment are Cash, Check, Money order, Visa, MasterCard, or Discover.
- Progress payments will be requested on jobs over \$10,000.00.

Acceptance of Proposal

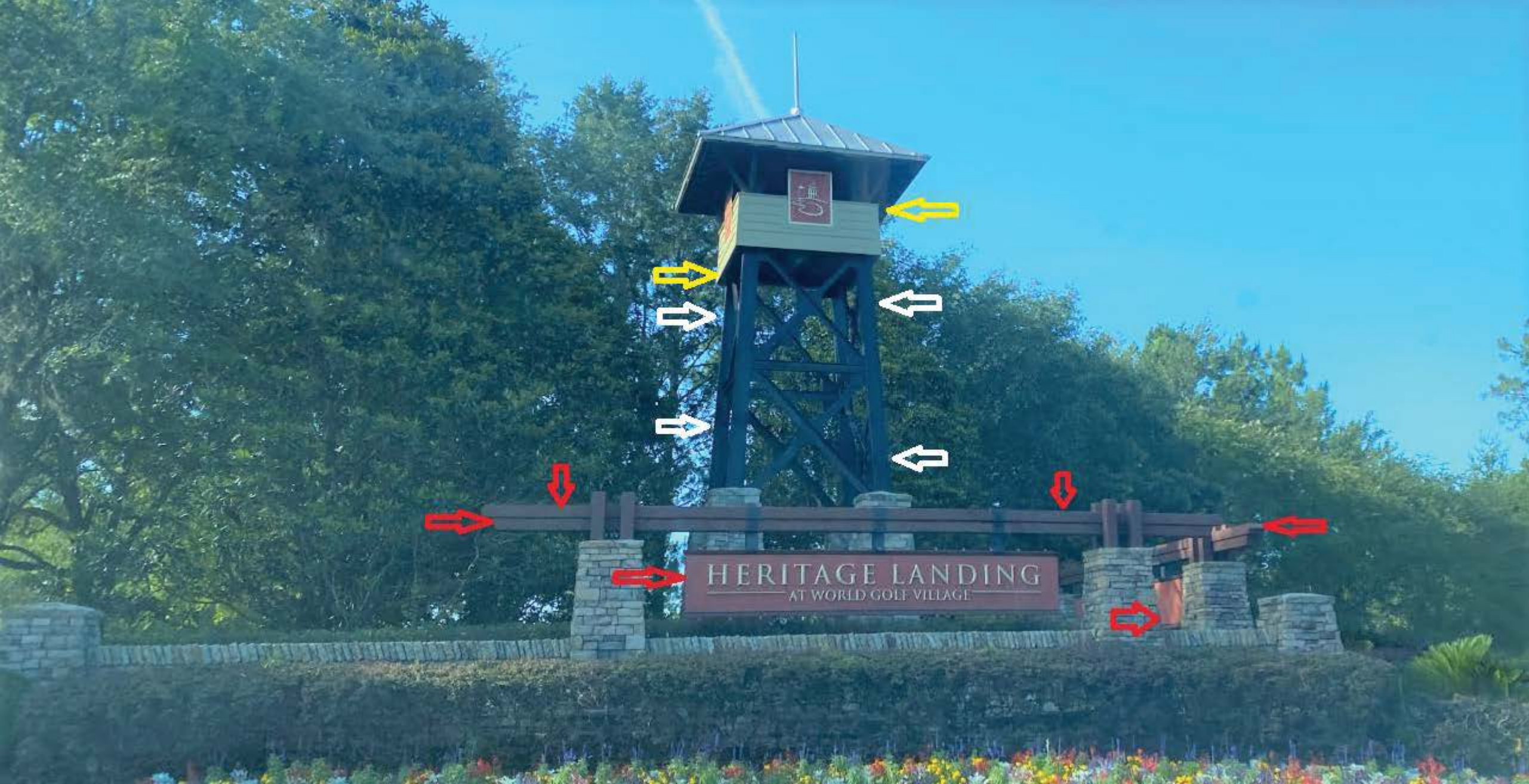
- *Please indicate your acceptance of the proposal by returning our email stating that you agree to the terms of the attached proposal and signing then mailing/faxing a copy to our office.*
- *We must have your signed copy to secure a start date.*
- *By signing this contract, I acknowledge that I have read and understand the terms of this proposal.*

Client Signature: X _____

Date: ____/____/____

Estimator Signature: X  _____

Date: 02/12/2023



HERITAGE LANDING
AT WORLD GOLF VILLAGE

Tab 7



Heritage Landing CDD Meeting

April 13, 2023

Date of Report: April 5, 2023

Todd Myhill, Amenity Manager

- **Spring Fling on April 8, Rain or Shine—No Board Action Required**
 - The weather forecast has been difficult to contend with for this event, but ultimately, we'll commit to Saturday morning, from 11:00 a.m. to 2:00 p.m., according to the availability of the vendors involved. Our other option would be Friday evening, April 7, from 4:30 p.m. to 7:30 p.m. Either way, we'll hold the event on the Tennis Lawn to avoid damaging the main soccer field.

- **Dive-In Movie —No Board Action Required**
 - The dive-in movie was held in the lap pool on Friday, March 31. Just over 200 people signed in for the event. We learned a lot about this type of event and will make certain changes if we decide to hold another one. The pool lights were too bright for the movie screen. The movie screen itself acted like a sail on the windy evening. But 90+ kids in the pool seemed to enjoy themselves immensely.

- Lifeguards continue to be on duty during the weekends. We'll provide additional coverage for the Easter Weekend.
- Amenity Athletics Spring Soccer is ongoing.
- Flag football registration began April 1.
- Hammerhead Swim Team practices begin Monday, April 17.
- Basketball practices begin April 10. Games begin April 26.
- Eugenia Charoni has notified us that she is not able to continue with Zumba for the time being.
- Ancient City Signs will be holding workshops on June 9 and 11.

Tab 8



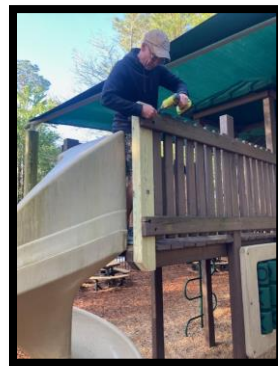
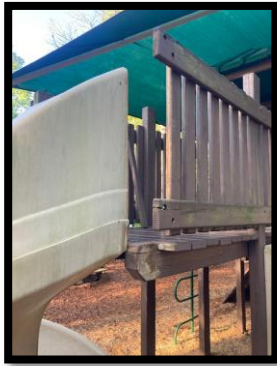
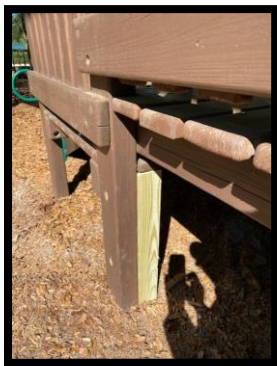
Heritage Landing CDD Meeting
April 13, 2023
Field Operations Manager Report

Date of report: **4/5/2023**

Submitted by: **Lourens Erasmus**

Field Operations and Maintenance Items:

Playground repairs:



We spent a good amount of time this month on making repairs to the playground structures

Playground shade cleaned:



Tree debris accumulated on top of the canopy during the winter and we removed it.

Whiskey Barrels:



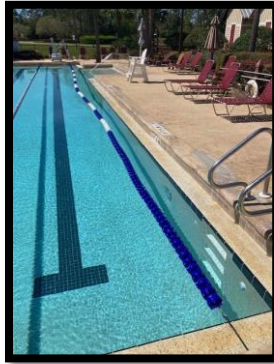
Whiskey barrels were purchased and we started the sanding process. We will attempt to turn them into trash cans that can be placed on the pool deck and then we will move the heavy concrete trash cans out onto the property.

Dugouts:



All the wood on the side were removed so the dugout can be accessed from both sides and the back end so you can sit inside or from the outside on the bench. They were pressure washed and scraped ready for paint.

New swim lanes:



In collaboration with the swim team the CDD purchased these new lap racing lanes.

General Maintenance:



Cleaning of some mud stains at the tennis bathrooms



Repaired metal fence pickets, which were kicked out. We also have been repairing vinyl fence panels at the FPL that are repeatedly being kicked out.



New wipes dispenser installed.

Tab 9



6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: March 31, 2023

Biologists: Jim Charles
Justin Powers

Client: Heritage Landing CDD

Waterways: Thirteen Ponds

Note: Second report for March.

Comments: Partly sunny, 68° F and calm.

Pond 1: Pond was in very good condition. Water level is a little low.



Pond 2: Pond was in good condition. Water level is normal.



Pond 3: Pond was in fair to good condition. Water level is good.



Pond 4: Pond was in good condition. Fountains working properly. Treated pond for spatterdock and torpedo grass by boat.



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



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



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



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



Pond 9: Pond was in good condition. No invasive species noted.



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



Pond 11: Pond was in very good condition. No invasive species noted.



Pond 12: Pond was in good condition. Water level is normal.



Pond 13: Pond was in good condition. 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: March 23, 2023

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: Fountain 1 will be moved to this location in early April.

Pond 4 Fountain 1:



Pond 4 Fountain 2:



Pond 8 Fountain: A new Fountain will be installed in early April.

Total Additional Materials: 0

Please contact Charles Aquatics with any questions or comments.