



Rizzetta & Company

Heritage Landing Community Development District

**Board of Supervisors' Meeting
September 14, 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

September 7, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **September 14, 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 August 10, 2023.....Tab 1
 2. Ratification of the Operation and Maintenance Expenditures for the month of July 2023.....Tab 2
4. **STAFF REPORTS - PART A**
 - A. District Engineer
 - B. Landscape and Maintenance.....Tab 3
 1. Consideration of BrightView Enhancement Proposal
5. **BUSINESS ITEMS**
 - A. Discussion Regarding Amenity Suspension
 - B. Consideration of HOA Funding for Street Signs Project & Survey Work AuthorizationTab 4
 - C. Consideration of HOA Funding for Pickleball Court Surfacing ProjectTab 5
 - D. Consideration of Pedestrian Crossing Light ProposalTab 6
 - E. Consideration of M&G Proposal for Holiday Lighting.....Tab 7
 - F. Consideration of Resolution 2023-08; Setting Date, Time and Location for Fiscal Year 2023-2024 MeetingsTab 8
6. **STAFF REPORTS - PART B**
 - A. District Counsel
 - B. Amenity Center and Field Maintenance
 1. Amenity Manager ReportTab 9
 - i. Resident Fundraiser Request
 - ii. Review of Additional Winter Staffing Hours
 2. Field Manager ReportTab 10
 3. Charles Aquatics Report.....Tab 11
 - 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, August 10, 2023 at 6:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present and constituting a quorum:

Michael Taylor	Board Supervisor, Chairman
Kevin Austin	Board Supervisor, Vice Chairman
Achara Tarfa	Board Supervisor, Assistant Secretary
Christine Mallatt	Board Supervisor, Assistant Secretary
Robert Och	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
Jay King	Vesta Property Services
Thomas Rustici	Brightview Landscape

Public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Taylor called the meeting to order at 6:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consent Items

- 1. Consideration of the Minutes of the Board of Supervisors' Meeting held July 13, 2023**

51 **2. Ratification of the Operation and Maintenance Expenditures**
52 **for June 2023.**
53

On a motion by Mr. Taylor seconded by Mr. Och, with all in favor, the Board approved the minutes, as amended, of the Meeting held July 13, 2023, and ratified the Operation and Maintenance Expenditures for June 2023 in the amount of \$155,310.06, for the Heritage Landing Community Development District.

54 **FOURTH ORDER OF BUSINESS**

Staff Reports – PART A

55 A. District Engineer
56 Not present.

57 B. Landscape Maintenance
58 Mr. Rustici stated that the oak trees will be removed on August 21st.

59 **FIFTH ORDER OF BUSINESS**

**Consideration of HOA Median Power
Supply Proposal**

60 Mr. Erasmus stated this is the proposal for the median project, the HOA has approved to donate
61 funds to, so the CDD can have completed.
62

63 On a motion by Mr. Och seconded by Mr. Taylor, with all in favor, the Board approved
64 Smith's proposal in the amount of \$44,495.00, subject to HOA funding, for the Heritage
65 Landing Community Development District.
66

67 Ms. Dobbins stated that the Board will now open the public hearing that will cover both the
68 budget and imposing assessments.

69 **SIXTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year 2023-
2024 Budget and Special Assessments**

70 On a motion by Mr. Och, seconded by Ms. Mallatt, with all in favor, the Board opened the
71 Public Hearing on Fiscal Year 2023-2024 Budget and on Imposing Special Assessments,
72 for the Heritage Landing Community Development District.
73

74 There was a question regarding the reserve budget.
75

76 On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board closed the
77 Public Hearing on Fiscal Year 2023-2024 Budget and on Imposing Special Assessments,
78 for the Heritage Landing Community Development District.

- 79 1. Consideration of Resolution 2023-06; Adopting Fiscal Year 2023-
80 2024 Budget
81

82 After discussion, the Board reduced line #61 Landscape Replacement by \$5,000.00 and
83 added it to line #62 Tree Removal.

84 Also, the Board reduced line #46 Security Services by \$4,000.00 and added it to line #60
85

86 Irrigation Repairs.

87

On a motion by Mr. Taylor, seconded by Mr. Austin, by majority vote, Ms. Tarfa opposed, the Board adopted Resolution 2023-06; Adopting Fiscal Year 2023-2024 Budget, as amended, for the Heritage Landing Community Development District.

88

2. Consideration of Resolution 2023-07; Imposing Special Assessments

89

90

On a motion by Mr. Taylor, seconded by Ms. Mallatt, by majority vote, Ms. Tarfa opposed, the Board adopted Resolution 2023-07; Imposing Special Assessments, for the Heritage Landing Community Development District.

91

SEVENTH ORDER OF BUSINESS

Staff Reports – PART B

92

93

A. District Counsel

94

1. Consideration of Settlement Agreement

95

96

97

98

99

Mr. Haber updated the Board regarding the Interpleader and dispute between BMT Capital and Adkins. He then reviewed terms regarding a draft settlement agreement and requested the Board to cover a not to exceed amount of \$4,000.00 of District Counsel fees that were not able to be collected through the settlement terms.

Discussion ensued.

100

101

102

103

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board accepted terms of the Settlement Agreement, subject to the Chair reviewing final terms for execution and to reimburse Kutak Rock \$3,900.00 for services rendered, for the Heritage Landing Community Development District.

104

105

B. Amenity Center and Field Maintenance

106

1. Amenity Manager Report

107

108

109

110

111

Mr. Myhill reviewed an Athletic Field Schedule with the Board and that they are looking at the cost of reel mowing which BrightView is doing currently at no cost, which has made a huge difference in the recovery of the field.

112

2. Field Manager Report

113

114

115

116

117

Mr. Erasmus noted that the contractor (All Weather) made an error and poured cement instead of using pavers as was approved by the board. If the Board agrees to keep the cement, they will reduce their price by \$1,000.00.

118

On a motion by Mr. Och, seconded by Mr. Austin, with all in favor, the Board agreed to keep the cement and take the \$1,000.00 credit, for the Heritage Landing Community Development District.

119

120

121 Mr. Erasmus also stated that his lowest bid so far to install a
122 well is \$9,000.00 lower than BrightView's original proposal, but
123 he still must determine where they will pull electric from. He
124 will continue to update the board.

125
126 i. Consideration of Tree Removal Proposals

127
On a motion by Mr. Taylor, seconded by Mr. Och, the Board accepted TreeCo's proposal in the amount of \$3,050.00 with stump grinding, for the Heritage Landing Community Development District.

128
129 ii. Consideration of HOA Bike Rack Proposal Requests
130 The Board discussed each bike rack recommended location
131 and made a consensus to move forward with the following
132 areas. Location #3 (option 2 that is farthest away from the
133 basketball court), location #4 (close to the multi-purpose field
134 and tennis court), location #5 (corner of Allapattah Ave and
135 Corral Circle) and location #6 (back of roundabout just off the
136 sidewalk).

137
138 3. Charles Aquatics Pond Report

139
140 C. District Manager

141 Ms. Dobbins updated the Board that she is still working on the insurance
142 renewal and will work with the chair to finalize it since it may come in for
143 approval between meetings.

144
145 **EIGHTH ORDER OF BUSINESS**

**Supervisor Requests and Audience
Comments**

146
147 **Supervisors:**

148
149 Mr. Austin stated that he felt the Summer Camp was a great success this year.

150
151 Ms. Tarfa wanted to note that she is not in favor of any bike racks being installed close
152 to any homeowner's property.

153
154 Mr. Taylor noted he was looking forward to the night swimming event.

155
156 **Audience:**

157
158 There were no audience comments.

159
160 **NINTH ORDER OF BUSINESS**

Adjournment

161
On a motion by Mr. Taylor seconded by Mr. Och with all in favor, the Board adjourned the meeting at 7:37 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

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

July 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$116,941.75**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	100318	8466843	Irrigation Repairs 06/23	\$ 3,839.34
BrightView Landscape Services, Inc.	100334	8482268	Landscape Maintenance 07/23	\$ 20,800.00
BrightView Landscape Services, Inc.	100316	8492652	Irrigation Repairs 06/23	\$ 1,352.10
Charles Aquatics, Inc.	100330	48414	Pond Maintenance 07/23	\$ 975.00
Charles Aquatics, Inc.	100336	48536	Fountain Maintenance 07/23	\$ 3,138.00
Christine Mallatt	100322	CM071323	Board of Supervisors Meeting 07/13/23	\$ 200.00
COMCAST	EFT	8495 74 140 0429787 06/23 Autopay 475	Cable TV & Internet 06/23	\$ 424.83
Elizabeth Corey	100323	Corey070523	Rental Refund 07/23	\$ 50.00
Fence For Pros, LLC	100340	1243506	Install Fencing 07/23	\$ 446.20
Florida Department of Revenue	100319	65-8015563124-2 Sales & Use Tax 06/23	65-8015563124-2 Sales & Use Tax 06/23	\$ 616.99

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	EFT	87098-35048 06/23 Autopay 475	Electric Services 06/23	\$ 4,414.46
Florida Power & Light Company	EFT	Monthly Summary 06/23 Autopay 475	Electric Services 06/23	\$ 4,326.39
Heritage Landing CDD	DC070623	Debit Card Replenishment 07/06/23	Debit Card Replenishment 07/06/23	\$ 4,700.81
Heritage Landing CDD	DC071323	Debit Card Replenishment 07/13/23	Debit Card Replenishment 07/13/23	\$ 2,425.00
Kevin Lee Austin	100324	KA071323	Board of Supervisors Meeting 07/13/23	\$ 200.00
Kutak Rock, LLP	100313	3239635	Legal Services 05/23	\$ 1,310.50
Leslie Achara McNair-Tarfa	100325	AT071323	Board of Supervisors Meeting 07/13/23	\$ 200.00
Michael C. Taylor	100326	MT071323	Board of Supervisors Meeting 07/13/23	\$ 200.00
Mister Softee NE Florida LLC	100328	30	80's Neon Pool Party 08/23	\$ 1,200.00
Northeast Quality Services LLC	100321	31367	Janitorial Services 06/23	\$ 900.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Northeast Quality Services LLC	100320	31802	Janitorial Services 05/23	\$ 900.00
Poolsure	100331	131295615633	Pool Maintenance 07/23	\$ 2,999.63
Rizzetta & Company, Inc.	100314	INV0000081372	District Management Fees 07/23	\$ 5,900.00
Robert Och	100327	RO071323	Board of Supervisors Meeting 07/13/23	\$ 200.00
St Johns Utility Department	EFT	503699-115198 06/23 Autopay 475	Water Services 06/23	\$ 1,647.75
The Ledger / News Chief/ CA Florida Holdings, LLC	100329	5677595	Account #764115 Legal Advertising 06/23	\$ 359.40
Turner Pest Control, LLC	100315	617379239	Pest Control Services 06/23	\$ 127.34
Turner Pest Control, LLC	100339	617484450	Pest Control Services 07/23	\$ 127.34
Vesta Property Services, Inc.	100337	411498	Management Services 06/23	\$ 51,065.37
Vesta Property Services, Inc.	100338	411660	Reimbursable Expenses 06/23	\$ 488.29

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VGlobal Tech	100335	5194	ADA Website Maintenance 07/23	\$ 250.00
Waste Management Inc. of Florida	EFT	0032223-4032-9 Autopay	Waste Disposal Service 07/23	\$ 359.51
Wayne Automatic Fire Sprinklers, Inc.	100333	1057457	Service Call 06/23	\$ 370.00
Wayne Automatic Fire Sprinklers, Inc.	100332	1057461	Service Call 06/23	<u>\$ 427.50</u>
Report Total				<u><u>\$ 116,941.75</u></u>

Tab 3

Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Melissa Dobbins
Property Address	370 Heritage Landing Pkwy 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 Heritage Landing- Clubhouse plant removal and sod install
Project Description enhancement

Scope of Work

QTY	UoM/Size	Material/Description	Total
Sod install			\$9,315.07
1.00	LUMP SUM	Mobilization and labor to remove turf with sod cutter, rough grade areas, and remove debris.	
4,500.00	SQUARE FEET	St Augustine sod installed	
1.00	LUMP SUM	Sod delivery fee	
40.00	BAG	gold mulch	
Clubhouse plant removal			\$5,298.80
1.00	LUMP SUM	Mobilization and labor to remove plant material and rough grade. (Shrubs and ground cover) We will also relocation Coquina Boulders.	
1.00	LUMP SUM	Skid Steer -equipment rental	
1.00	LUMP SUM	Additional root grinding and green waste removal/disposal fee	
Irrigation			\$2,500.00
1.00	LUMP SUM	Irrigation modifications and adjustments (not to exceed) This may require further investigation after plant tear out.	

For internal use only

SO# 8221458
JOB# 460802023
Service Line 130

Total Price \$17,113.87

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	September 05, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature	Title
Steve McAvoy	September 05, 2023
Printed Name	Date

Job #:	460802023		
SO #:	8221458	Proposed Price:	\$17,113.87



Before



After



Before



After

Tab 4

August 16, 2023

**WORK AUTHORIZATION NO. 6
HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**

Scope of Work for the following:

ETM No. Job Number 03-009-04

England-Thims & Miller, Inc. shall prepare Plans to modify all internal intersections showing the removal of the existing Stop Signs and Street name signs And show replacement with Combo Stop Signs / Street Name Signs (Approximately 40 Intersections). Excludes dealing with Striping or other signage improvements.

Lump Sum Budget.....\$7,500.00

Once Plans are completed, permit the adjustments of the signage with St. Johns County

Lump Sum Budget.....\$2,500.00

Work Over and above what is listed above on an Hourly Basis as needed.

(BUDGET ESTIMATE: \$10,000.00)

Not to Exceed without prior authorization

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Re: Work Authorization No. 6

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2023**

CEO/CSO.....	\$400.00	/Hr.
President.....	\$350.00	/Hr.
Executive Vice President.....	\$335.00	/Hr.
Vice President	\$260.00	/Hr.
Senior Engineer/ Senior Project Manager.....	\$215.00	/Hr.
Project Manager.....	\$200.00	/Hr.
Director.....	\$185.00	/Hr.
Engineer.....	\$175.00	/Hr.
Assistant Project Manager	\$155.00	/Hr.
Senior Planner /Planning Manager.....	\$200.00	/Hr.
Senior Environmental Scientist.....	\$215.00	/Hr.
Planner.....	\$163.00	/Hr.
CEI Senior Project Engineer.....	\$230.00	/Hr.
CEI Project Manager/Project Administrator.....	\$184.00	/Hr.
CEI Senior Inspector.....	\$163.00	/Hr.
CEI Inspector	\$132.00	/Hr.
Senior Landscape Architect.....	\$184.00	/Hr.
Landscape Architect.....	\$165.00	/Hr.
Senior Technician/Senior Specialist.....	\$163.00	/Hr.
GIS Program Manager.....	\$180.00	/Hr.
GIS Analyst	\$140.00	/Hr.
GIS Consultant.....	\$150.00	/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$160.00	/Hr.
Engineering Intern	\$140.00	/Hr.
Engineering/Landscape Designer.....	\$140.00	/Hr.
CADD/GIS Technician.....	\$132.00	/Hr.
Project Coordinator / CSS.....	\$100.00	/Hr.
Administrative Support.....	\$95.00	/Hr.

*ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

Approval

Submitted by: 
England, Thims & Miller, Inc.

Date: August 16, 2023

Approved by: _____
Heritage Landing Community Development District

Date: _____, 2023

HERITAGE LANDING DECORATIVE STREET SIGNS**COMBO STOP SIGN AND STREET NAMES**

SIGN TYPE	SIGN NUMBER	SIGN SIZE	QTY	COST	EXTENDED
STOP COMBO	R1-1	30X30	49	\$ 675.00	\$ 33,075.00
STOP ONLY	R1-1	30X30	2	\$ 535.00	\$ 1,070.00
INSTALLATION			51	\$ 80.00	\$ 4,080.00

\$ 33,075.00**SEPARATE STOP SIGN AND STREET NAMES (AS CURRENT)**

SIGN TYPE	SIGN NUMBER	SIGN SIZE	QTY	COST	EXTENDED
STOP ONLY	R1-1	30X30	51	\$ 535.00	\$ 27,285.00
STREET NAME ONLY	CUSTOM	NA	49	\$ 535.00	\$ 26,215.00
INSTALLATION			100	\$ 80.00	\$ 8,000.00

\$ 61,500.00**HERITAGE LANDING DECORATIVE STREET SIGNS****TRAFFIC SIGNS**

SIGN TYPE	SIGN NUMBER	SIGN SIZE	QTY	COST	EXTENDED
MERGE RIGHT	W4-2L	30X30	1	\$ 493.75	\$ 493.75
SPEED LIMIT 25	R2-1	24X30	62	\$ 456.20	\$ 28,284.40
KEEP RIGHT	R4-7A	18X24	10	\$ 456.20	\$ 4,562.00
ROUND ABOUT AHEAD	W2-6	30X30	1	\$ 483.59	\$ 483.59
ONE WAY (ARROW RIGHT)	R6-2R	18X24	3	\$ 462.59	\$ 1,387.77
YIELD	R1-2	30X30X30	4	\$ 493.72	\$ 1,974.88
PED XING / ARROW	W11-2A/ W17-7A	30" / 30 X 18	2	\$ 591.00	\$ 1,182.00
ROUND ABOUT PATTERN	W2-6	30"	3	\$ 483.59	\$ 1,450.77
RED END OF ROAD (DIAMOND)	RF-9RHI	18X18	4	\$ 238.93	\$ 955.72
NO OUTLET SIGN	CUSTOM	9X30	1	\$ 45.00	\$ 45.00
INSTALLATION			91	\$ 80.00	\$ 7,280.00

\$ 48,099.88

Heritage Landing



Tab 5

Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Lourens Erasmus
Property Address	370 Heritage Landing Pkwy 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	Heritage Landing- Tennis Court area/ plant removal and grading		
Project Description	enhancement		

Scope of Work

QTY	UoM/Size	Material/Description	Total
Eastside Plant Removal			\$2,813.88
1.00	LUMP SUM	Mobilization and labor to remove Azaleas and rough grade area to allow for water run off	
1.00	LUMP SUM	Green waste disposal fee	
1.00	LUMP SUM	Irrigations and modifications for this location	
Northside Plant Removal			\$1,365.90
1.00	LUMP SUM	Mobilization and labor to remove Holly plants, mulch, and soil and rough grade area approximately 3' from fence to allow for water run off	
1.00	LUMP SUM	Green waste disposal fee	
1.00	LUMP SUM	Irrigations and modifications for this location	
Perimeter Grading			\$3,218.64
1.00	LUMP SUM	Mobilization and labor to remove mulch and soil and rough grade area approximately 3' from fence to allow for water run off	
1.00	LUMP SUM	Green waste disposal fee	
1.00	LUMP SUM	Irrigations and modifications for this location	

For internal use only

SO# 8207333
JOB# 460802023
Service Line 130

Total Price \$7,398.42

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

Property Manager	
Signature	Title
Lourens Erasmus	August 21, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature	Title
Steve McAvoy	August 21, 2023
Printed Name	Date

Job #:	460802023		
SO #:	8207333	Proposed Price:	\$7,398.42



August 14, 2023

Attn: Lourens Erasmus
Heritage Landing
370 Heritage Landing Pkwy
St. Augustine, FL. 32092

Following are the specifications and price to resurface four existing tennis courts at Heritage Landing, St. Augustine, FL. This quote includes general crack filling repairs and patching, root damage repairs, mushrooms, as well as the application of colored acrylic surfacing on the court. **For the best results, we recommend full resurfacing with RiteWay patching System on the courts.**

Scope of Work

Resurface – Four Tennis Courts – Asphalt (120' x 240') 28,800 sq ft

1. **Mobilization to site**
2. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
3. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
4. **Cracks** - Apply outdoor court grade patching materials to all cracks and patch areas to bring each area flush with surrounding asphalt. This is our minimum crack treatment that will improve but not eliminate cracks. *There are at least 560' of cracks that we recommend patching with RiteWay. If this patching system is not used, the crack will come back quick and there is no guarantee on the basic crack patching due to the underlying condition of your court base. Cracks repaired with Riteway are guaranteed for 2 years.*
5. **Root Damage** – heat and rake if needed 12' x 12' area of root damage, cover with membrane and patch.
6. **Patching** - Using outdoor court grade patch compounds:
 - a) One application will be made to each “birdbath”. This will reduce water depth for faster drying times but may not eliminate all water ponding.
 - b) Cover and fill any rough areas of asphalt.
 - c) There are some mushrooms and smaller patching over the courts to be ground down and patched.
 - d) The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
 - e) Light sanding on edges to smooth down.
7. **Leveling Course** - Apply one coat of sand - acrylic resurfacer mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.



- 8. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
- 9. **Finished colors** – Will be owner's choice of any two manufacturer's standard colors. Currently Forest green centers and Pro green borders. **Confirm color with customer.**
- 10. **Lines** - Paint one (1) set of regulation two-inch-wide white playing lines for each tennis court. Paint one set of yellow pickleball lines on each tennis court.
- 11. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

Pricing
Resurface – Four Tennis Courts – Asphalt
(120' x 240') 28,800 sq ft

The total price for the above outlined work is **\$36,780.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 18,390.00
Final Draw: Due upon completion of job	\$ 18,390.00

This Price is good for thirty (30) days.

ACCEPTED BY: Court Surfaces

 For: Bryan McMandon
 Managing Member

By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.

Add-On #1- Apply Rite Way Crack Repair over the worst 560 linear feet of the cracks that are over 1/ 8" wide This is a multi-layered system designed for structural cracks that will allow movement underneath the repair without breaking the surface coatings and guarantees each treated crack to not return for at least two years.

Add **\$11,200.00** to the above base bid for Add-on #1 _____



Add-On #2- Convert to 4 Permanent Pickleball

Convert two of the four existing tennis courts into 4 permanent pickleball courts. Price includes installation of permanent pickleball nets and courts painted as pickleball. (Tennis will no longer be an option after courts are converted.)

Add **\$8,000.00** to the above base bid for Add-on #2 _____

Terms and Conditions

Scope of Work. *The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, Court Surfaces. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and may be subject to further negotiations, agreement and pricing between both parties prior to work being done. The attached scope of work is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.*

Damages/Delays. *Court Surfaces agrees to perform, conduct, handle and maintain a professional manner, service, and workmanship. Court Surfaces will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, cables, lines pipes, irrigation and or landscaping. These areas should be properly surveyed and marked prior to our arrival (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.*

Permitting. *Permitting, Testing, Surveys, Engineer's Drawings are not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.*

Warranty. *All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.*

Exception to warranty. *Any of the cracks in existing court's surface and / or any new cracks/blisters may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, etc.*

Payment. *Payments are due upon receipt unless otherwise stated in writing. Payments over 30 days past due are subject to late fees outlined below:
30 days after Completion date OF 2.5% applied to bill balance
60 days after Completion date OF 5% applied to bill balance*



90 Days after Completion date OF 7% applied to bill balance
120 days after Completion date OF 10% applied to bill balance
At 90 days liens will be placed on said property and WILL NOT BE RELEASED UNTILL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED.

Failure to pay on time will result in the forfeiture of Warranty.

Work Site. Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.

Irrigation. Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.

Weather. Our work schedule is weather dependent, and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there may be days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.

Landscaping. All landscaping work is the responsibility of the customer. While we will do our best to minimize our impact on the surrounding area, landscaping, grass, plants, hedges, etc may be damaged during the job. Court surfaces is not responsible for damage done to existing landscaping or adding landscaping around new construction.

Cancellation. Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$3,500.00/new construction or \$1,000.00/surfacing charge will be paid to Court Surfaces as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to Court Surfaces work schedule.

Entrance/Exit. Please note that we will take caution to try to protect concrete, asphalt or material that is used for entrance or exit points however with weight of construction equipment it is not a guarantee that damage will not occur. Court Surfaces will not be responsible for these damages. Broken areas will be a separate charge to repair or replace at a minimum per square ft. We are not responsible to damage to construction entrance or exits.

Change Orders. All Change Orders will be discussed by all parties and signed upon before changes can be made.

Digging and Setting Sleeves. Quote assumes digging and setting of sleeves will be in normal tennis spec asphalt/limerock. There will be an additional charge if we have to dig through multiple layers of asphalt or rebar or any other material that requires more time.

Remobilization. Our remobilization fee is \$1,000.00.

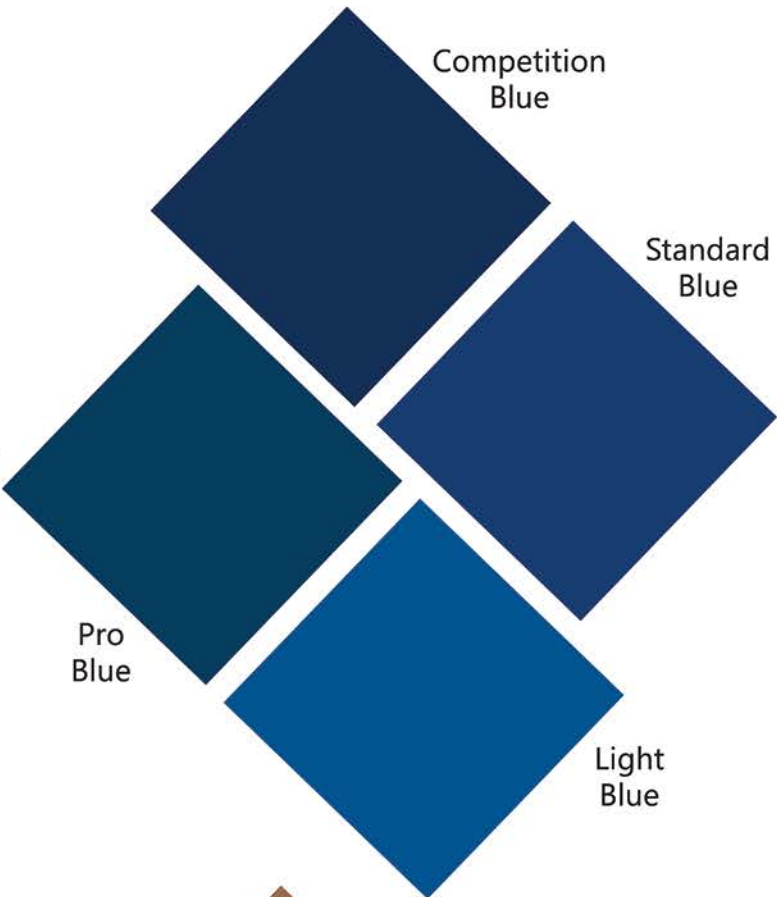
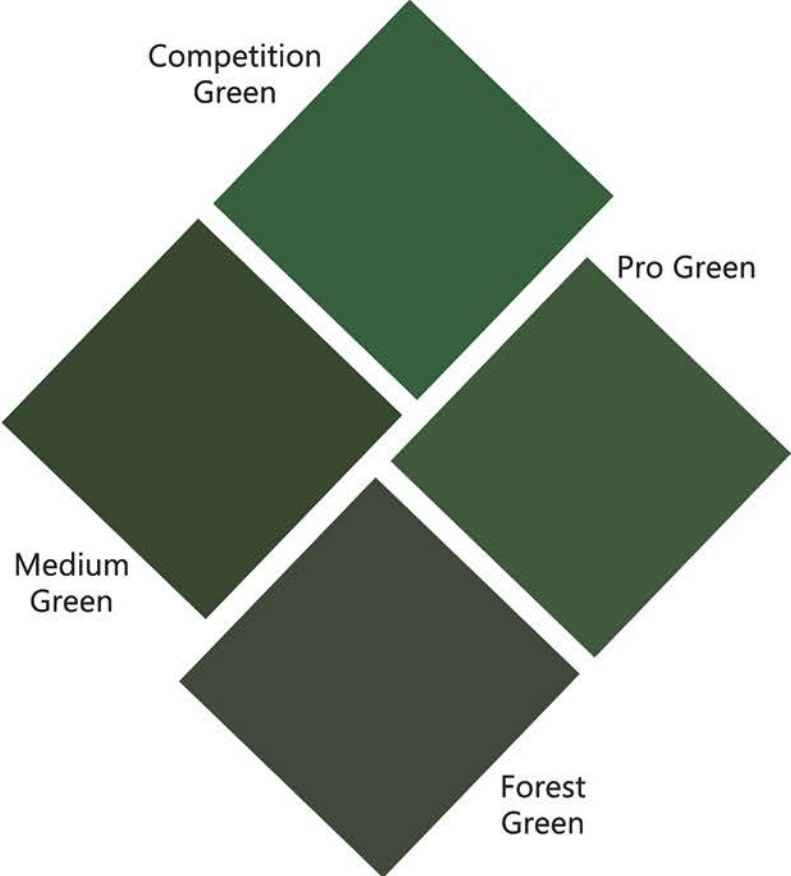


Player's Choice Colors






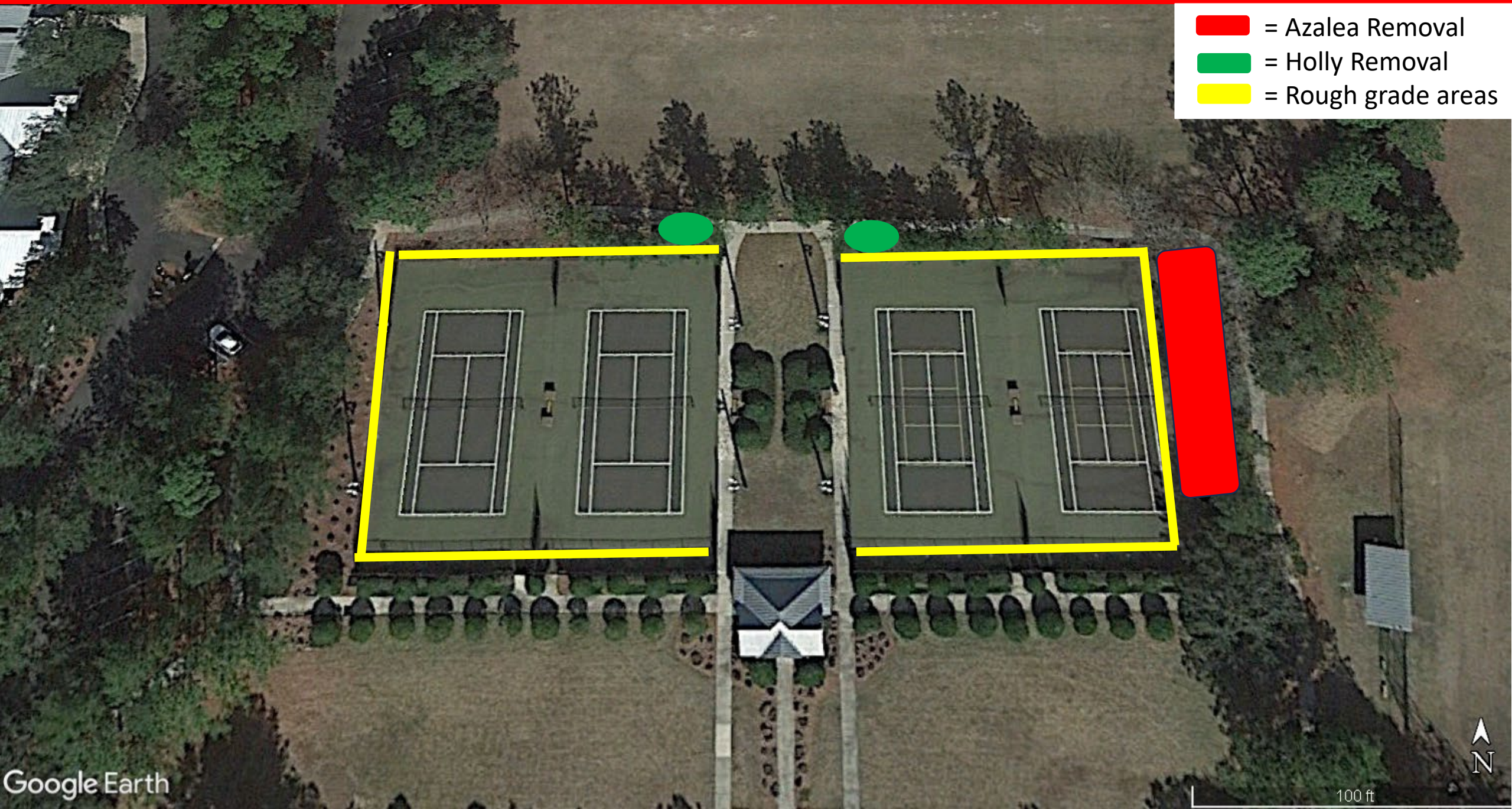
Self-Crosslinking
TECHNOLOGY

Player's Choice Colors are uniquely formulated for their rich color, player eye comfort and exceptional contrast.



Custom or team colors available upon request. Colors may vary on your monitor/computer. See website for visualizer. Select pigments may increase price.

-  = Azalea Removal
-  = Holly Removal
-  = Rough grade areas



Tab 6

Smith Electrical Inc.
 PO Box 9023
 St Augustine, FL 32085

Estimate

Estimate #	Date
PedCrossLt	8/24/2023

Name / Address
Heritage Landing CDD C/O Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614 cddinvoice@rizzetta.com

Item	Description	Qty	Rate	Total
Quote	Pedestrian Crossing Light Supply and install materials to add (1) 20' black fiberglass pole, (2) black lantern style fixtures with (1) bull horn.	1	3,792.52	3,792.52
Quote	----- Supply and install PVC conduit, wiring and photocell.	1	3,087.17	3,087.17

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Total \$6,879.69

Signature _____

Phone #	Fax #	E-mail	Web Site
9048290899	904-829-0259	smithelectric08@gmail.com	staugustineelectric.com

Tab 7

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 2051
DATE 08/08/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Holiday Lighting - Reinstall MAIN ENTRANCE WEST - Re-install Steak lighting 60' (behind West Wall)	1	270.00	270.00
	Holiday Lighting - Reinstall Re-install pre lit garland to sign west sign	1	132.35	132.35
	Holiday Lighting - Reinstall Re-install C7 warm white lighting around entrance signage on the west side (near tower)	1	378.00	378.00
	Holiday Lighting - Reinstall Re-install 72" pre-lit wreath from Upper cross on tower	1	150.00	150.00
	Holiday Lighting - Reinstall Re-wrap oak tree trunks up 3 trees 7' (4" spacing) ** NEW LIGHTS **	1	742.28	742.28
	Holiday Lighting - Reinstall Re-install 4, 36" pre-lit wreaths to signs	1	300.00	300.00
				Subtotal: 1,972.63
	Holiday Lighting - Reinstall MAIN ENTRANCE CENTER MEDIAN - Re-install steak lights between the landscape bush line 40'	1	180.00	180.00
	Holiday Lighting - Reinstall Re-install pre-lit garland between columns of wall	1	150.00	150.00
	Holiday Lighting - Reinstall Re-wrap oak tree trunks up 3 trees 7' (4" spacing) ** NEW LIGHTS **	1	742.28	742.28
				Subtotal: 1,072.28
	Holiday Lighting - Reinstall MAIN EXIT - Re-install 2, 36" pre-lit wreaths facing	1	150.00	150.00

	the exit			
Holiday Lighting - Reinstall	Re-wrap oak tree trunks up 3 trees 7' (4" spacing) ** NEW LIGHTS **	1	742.28	742.28
Holiday Lighting - Reinstall	Re-install steak lights ahead of the shrub at the mulch line	1	67.50	67.50
				Subtotal: 959.78
Holiday Lighting - Reinstall	Re-wrap 11 Palms, 15' up trunk with WW Minis ** NEW LIGHTS**	1	3,134.20	3,134.20
				Subtotal: 3,134.20
Removal	Removal of Lights and Decor at the end of the season	1	850.00	850.00
Storage	Storage of Holiday lights and decor till the next season	1	150.00	150.00
Miscellaneous - Wire - Plugs, Supplies, etc	Miscellaneous - Wire - Plugs, Supplies, etc	1	150.00	150.00
Shipping	Shipping of new product	1	54.95	54.95
Holiday Lighting - New Install	New traditional bows for all wreaths	1	82.72	82.72

THIS IS AN ESTIMATE FOR A REINSTALL BASED ON THE SAME DESIGN THAT WAS DONE IN PRIOR YEARS. EVERYTHING IS OWNED BY YOU AND WE ARE SUGGESTING THAT THE MINI LIGHTS BE REPLACED THIS YEAR AS THEY TYPICALLY DO NOT LAST MORE THAN 2 SEASONS.

TOTAL

\$8,426.56

WE REQUIRE A PAYMENT OF 50% TO CONFIRM AND SCHEDULE THE INSTALLATION

Accepted By

Accepted Date

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 2053
DATE 09/06/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Holiday Lighting - New Install	1	1,460.00	1,460.00
	CLUBHOUSE - Install WW C7's to building facing parking lot -			
	Holiday Lighting - New Install	1	546.70	546.70
	Install 2, pre-lit 60" wreaths with bow (traditional red velvet) to building on architectural peaked areas -			
				Subtotal: 2,006.70
	Holiday Lighting - New Install	1	1,896.00	1,896.00
	MEDIANS INTERSECTING WITH CLUBHOUSE - Install WW mini lights up the trunks of 12 oaks 6' high			
				Subtotal: 1,896.00
	Holiday Lighting - New Install	1	680.00	680.00
	LARGE MEDIAN AT ENTRANCE - Install stake lighting at the entrance side of median lining landscapes			
	Holiday Lighting - New Install	1	474.00	474.00
	Install WW minis 6' up the trunk of 3 oak trees closest to the entrance side of the median			
				Subtotal: 1,154.00
	Holiday Lighting - New Install	1	948.00	948.00
	LARGE MEDIAN MID SECTION - wrap the remaining 6 oaks with WW minis 6' up the trunk			
	Holiday Lighting - New Install	1	792.00	792.00
	Install stake lighting to the area nearest the middle of this large median mid section			

Holiday Lighting - New Install	Bottom area of the large median - install stake lighting lining the landscaping	1	165.00	165.00
Holiday Lighting - New Install	Install 3, WW 5 foot snowflakes to the open field area of the large entrance median	1	1,874.18	1,874.18
				Subtotal: 3,779.18
Miscellaneous - Wire - Plugs, Supplies, etc	Miscellaneous - Wire - Plugs, Supplies, etc	1	175.00	175.00
Shipping	Shipping of new product		212.00	212.00
Removal	Removal of Lights and Decor at the end of the season	1	450.00	450.00
Storage	Storage of Holiday lights and decor till the next season	1	150.00	150.00

 We require a payment of 50% to confirm and schedule the installation

TOTAL

\$9,822.88

Accepted By


Accepted Date





370





Median outside of the clubhouse south side



Median Outside of the clubhouse north side



Large Entrance Mediian

Large Entrance Median





Bottom of large median at entrance

6 oaks within the large median middle at entrance





Snowflakes in the open field of the large median at the entrance

Tab 8

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2023/2024, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2023/2024 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14th DAY OF SEPTEMBER, 2023.

**HERITAGE LANDING COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

**October 12, 2023
November 9, 2023*
December 14, 2023
January 11, 2024
February 8, 2024*
March 14, 2024
April 11, 2024
May 9, 2024*
June 13, 2024
July 11, 2024
August 8, 2024*
September 12, 2024**

All meetings will convene at 1:00 p.m.
(except for dates marked with a * which will be held at 6:00 p.m.)
and will be held at the Heritage Landing Amenity Center,
370 Heritage Landing Parkway, St. Augustine Florida 32092.

Tab 9



Heritage Landing CDD Meeting

September 14, 2023, 1:00 p.m.

Date of Report: September 6, 2023

Todd Myhill, Amenity Manager

- **Concluded Events: 80s Neon Pool Party Redux—No Board Action Required**

- We had an excellent turnout for the 80s Neon Pool Party and residents reported having a good time. No crowding inside the pool facility and plenty of room for residents to enjoy the festivities.

- **Request to Collect Food/Toys by Resident Mirtha Barzaga—Board Action Required**

- Mirtha Barzaga will be asking the board for permission to collect food and toys in the amenity center parking lot as part of an annual Thanksgiving drive.

- **Additional Evening Hours to Monitor and Close the Pools During the Winter—Board Action Required**

- The amenity center will be switching to winter hours on October 1. During the winter, the office will close one hour earlier each day as compared to the summer schedule. We have been providing staff from the time the office closes to 10:00 p.m. to monitor and close the pools. We have not accounted for continuing this evening staffing during the winter. The additional time per week would be 26 hours. From October 1, 2023 to February 28, 2024, that would amount to 560 hours, if the board would like to continue or modify this service.

- **Facility Information—No Board Action Required**

- Lifeguards completed their season on September 4. They closed out the year with six saves and endured an especially hot summer.
- This swim season, from May 26 to September 4, 2023 saw a total of 38,536 residents and guests at the pools and gym. For perspective, attendance during the same period for the last four years is as follows:

2023	38,536
2022	40,289
2021	33,117
2020	27,010 (Pandemic period)

2023 represents a 4.4% drop over 2022, but a 16% increase over 2021. 2020 is an outlier due to pandemic restrictions.

- Two minors were suspended 30 days as a result of an incident at the recent special event. No board action is required with these suspensions.
- We're grateful that Hurricane Idalia had little impact on our area on August 30. We had a great opportunity to practice our facility preparations and feel prepared to meet the remainder of the hurricane season.

FY 2022-23

FALL & WINTER HOURS OCTOBER 1ST – FEBRUARY 28TH (21 WEEKS)	21
---	-----------

Office Hours: Monday: 1 – 6PM; Tues – Thurs: 10AM – 6PM; Friday – Saturday: 10AM – 7PM; Sunday: 10AM – 6PM.
--

Job	MON	TUE	WED	THUR	FRI	SAT	SUN	FA HRS	TOTAL
Asst. Manager		10 – 6 (8)	10 – 6 (8)	10 – 6 (8)			10 – 6 (8)		32
FA 1					10 – 3 (5)	10 – 3 (5)		10	10
FA 2	1 – 6 (5)				3 – 7 (4)	3 – 7 (4)		13	13
								23	55
TOTAL DAY HRS	5	8	8	8	9	9	8		55
								21 wks x 55 hrs =	1,155

SPRING & SUMMER HOURS MARCH 1ST – APRIL 30TH (9 WEEKS)	9
---	----------

Office Hours: Monday: 1 – 7PM; Tues – Thurs: 10AM – 7PM; Friday – Saturday: 10AM – 8PM; Sunday: 10AM – 7PM. Staff on duty until 10PM every day.									
Job	MON	TUE	WED	THUR	FRI	SAT	SUN	FA HRS	TOTAL
Asst. Manager		10 – 6 (8)	10 – 6 (8)	10 – 6 (8)	10 – 6 (8)	10 – 6 (8)			40
FA 1	6 – 10 (4)	5 – 10 (5)	5 – 10 (5)				10 – 4 (6)	20	20
FA 2				5 – 10 (5)	6 – 10 (4)	6 – 10 (4)	2 – 6 (4)	17	17
FA 3	1 – 6 (5)				2 – 7 (5)	2 – 7 (5)	4 – 10 (6)	21	21
								58	98
TOTAL DAY HRS	9	13	13	13	17	17	16		98
								9 wks x 98 hrs =	882

SUMMER & FALL HOURS MAY 1ST – SEPTEMBER 30TH (22 WEEKS)	22
--	-----------

Office Hours: Monday: 1 – 7PM Tues – Thurs: 10AM – 7PM Friday – Saturday: 10AM – 8PM Sunday: 10AM – 7PM. Staff on duty until 10PM every day.									
Job	MON	TUE	WED	THUR	FRI	SAT	SUN	FA HRS	TOTAL
Asst. Manager		10 – 6 (8)	10 – 6 (8)	10 – 6 (8)	10 – 6 (8)	10 – 6 (8)			40
FA 1	6 – 10 (4)	6 – 10 (4)	2 – 6 (4)	2 – 6 (4)			10 – 3 (5)	21	21
FA 2			6 – 10 (4)	6 – 10 (4)	6 – 10 (4)	6 – 10 (4)	2 – 6 (4)	20	20
FA 3	1 – 6 (5)	2 – 6 (4)			1 – 6 (5)	1 – 6 (5)	3 – 10 (7)	26	26
								67	107
TOTAL DAY HRS	9	16	16	16	17	17	16		107
								22 wks x 107 hrs =	2354

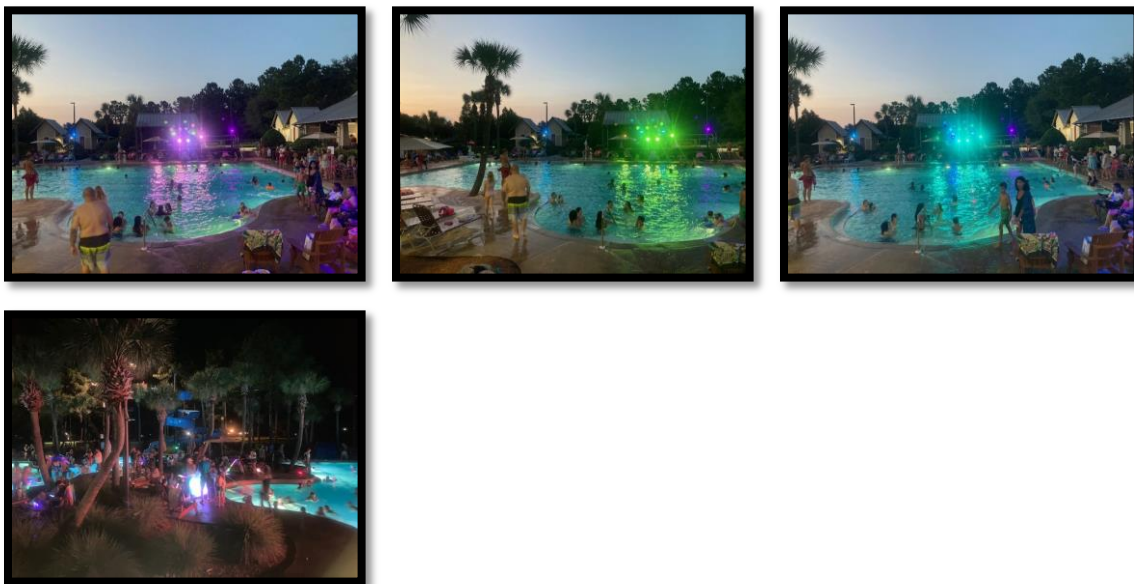
TOTAL YEARLY HOURS: 4,391

Tab 10



Heritage Landing CDD Meeting
September 14, 2023
Field Operations Manager Report
Date of report: 9/5/2023

Night 80's Party:



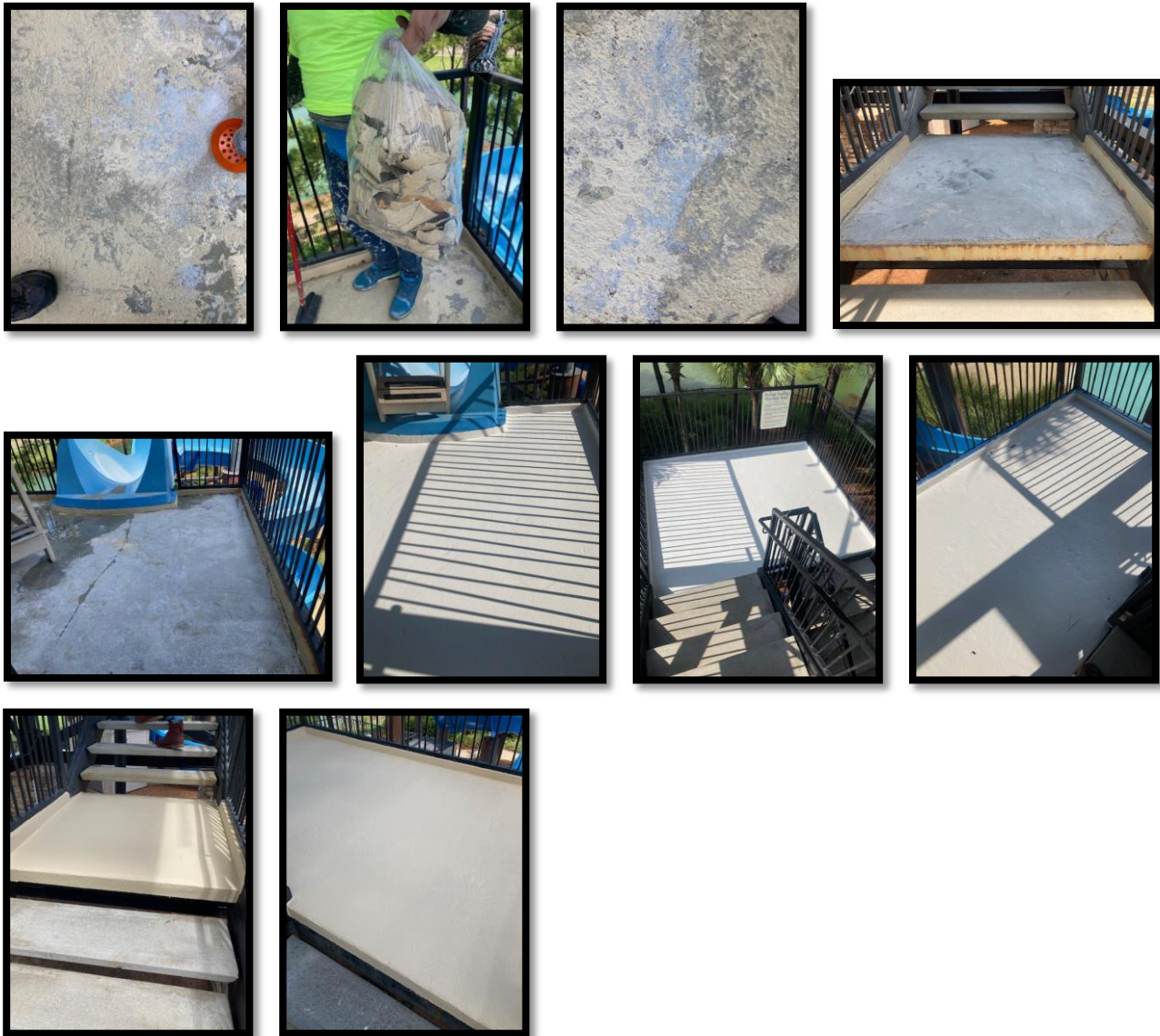
We had our annual night party where the slide was open till 11pm; gifts were given out, free ice cream for the first 600 and a DJ. Lots of fun for everyone!!

Athletic Field Sod Installed:



The new sod was installed and is looking great.

Slide Tower Landings:



One of the items on the Adkins list that needed to be completed/redone was the waterproofing of the landings. The landings were sanded/grinded with a diamond wheel disc. The different layers of waterproofing were laid down.

Irrigation Main Line Repair:



The line broke right at the old irrirtol valve. The valve was replaced at the same time with a new one.

Hurricane Prep and Clean Up:



We had minimal impact from the hurricane; there were a lot of plant debris that blew into the pools and all over our courts and parking lots. We were able to get everything back up and running in a short amount of time. We will roll the windscreens down as soon as my order of zip-ties arrives.

Amenity Center Tree Removal:





The five large oak trees were cut down and stump grounded. Next we are waiting on some proposals to level it all off and put down sod to start with.

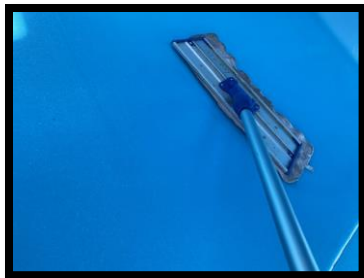
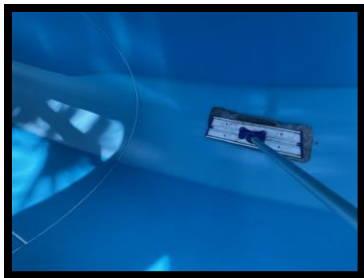
General Maintenance:



Made new lids for trash cans, installed new basketball nets, repaired baseball back stop, sprayed house wash on roof.



Repaired broken fence panels along side SR16.



Polished slide one last time before labor day weekend. Will get pricing on having our slide professionally prepped in off season for next year.



During the fire sprinkler repairs a hole was cut in the ceiling to access the pipes. We repaired the hole



Did some trash pickup around some of our ponds, will continue as time allows.

Lourens Erasmus
General Manager



370 Heritage Landing Pkwy
Saint Augustine, FL 32092
P: 904.940.6095
C: 904.536.6217

www.VestaPropertyServices.com

Tab 11



6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: August 9 & 10, 2023

Biologists: Jim Charles
Bill Fuller

Client: Heritage Landing CDD

Waterways: Thirteen Ponds

Comments: Mostly sunny, 86° F and calm.

Pond 1: Pond was in fair to good condition. Water level is good. Treated for torpedo grass, alligator weed and spatterdock.



Pond 2: Pond was in fair to good condition. Water level is normal. Fountain running.



Pond 3: Pond was in fair to good condition. Water level is good. Treated for torpedo grass.



Pond 4: Pond was in fair condition. Both fountains running. Treated perimeter for torpedo grass and spatterdock. We added 4 gallons of pond dye to this pond. Picked up trash from corner.



Pond 5: Pond was in poor condition due to an out break of algae. Water level is normal. Treated for algae by boat on the 10th.



Pond 6: Pond was in fair condition. Water level is normal. Treated perimeter for torpedo grass and spike rush.



Pond 7: Pond was in fair to good condition. Water level is good. Treated minor perimeter algae by boat this month.



Pond 8: Pond was in fair condition. Water level is normal. Fountain running. Treated entire perimeter for torpedo grass and alligator weed.



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



Pond 10: Pond was in good condition. Water level is good. Minor spatter dock noted.



Pond 11: Pond was in fair to good condition. Water level is normal.



Pond 12: Pond was in good condition. Water level is normal. Treated minor perimeter torpedo grass.



Pond 13: Pond was in fair condition. Water level is normal. Treated entire perimeter for torpedo grass.



Jim Charles