



Rizzetta & Company

Heritage Landing Community Development District

**Board of Supervisors' Meeting
October 12, 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

October 5, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **October 12, 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 September 14, 2023Tab 1
 2. Ratification of the Operation and Maintenance Expenditures for the month of August 2023Tab 2
4. **STAFF REPORTS - PART A**
 - A. District Engineer
 - B. Landscape and Maintenance.....Tab 3
 1. Consideration of BrightView Enhancement ProposalTab 4
5. **BUSINESS ITEMS**
 - A. Consideration of Amenity Sidewalk ProposalsTab 5
 - B. Updates on Street Sign and Pickleball Court Projects.....Tab 6
 - C. Consideration of UPS Holiday POD
6. **STAFF REPORTS - PART B**
 - A. District Counsel
 - B. Amenity Center and Field Maintenance
 1. Amenity Manager ReportTab 7
 - i. Review Winter and Spring Sports Camps
 2. Field Manager ReportTab 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, September 14, 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>
Scott Lockwood	District Engineer, ETM <i>(via speakerphone)</i>
Lourens Erasmus	General Manager, Vesta Property Services
Todd Myhill	Amenity Manager, Vesta Property Services
Thomas Rustici	Brightview Landscape

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

Comments were heard on Pickleball Courts Project, questions regarding funding from HOA for Street Sign Project

THIRD ORDER OF BUSINESS

Consent Items

- 1. Consideration of the Minutes of the Board of Supervisors' Meeting held August 10, 2023**
- 2. Ratification of the Operation and Maintenance Expenditures for July 2023.**

51

On a motion by Mr. Och seconded by Ms. Mallatt, with all in favor, the Board approved the minutes, of the Meeting held August 10, 2023, and ratified the Operation and Maintenance Expenditures for June 2023 in the amount of \$116,941.75, for the Heritage Landing Community Development District.

52

FOURTH ORDER OF BUSINESS

Staff Reports – PART A

53

54

55

A. District Engineer

56

Mr. Lockwood discussed matters with the Board concerning the pool deck by the geyser area, which the Board directed him to explore options to have a step area constructed to make it more like a patio so parents can sit and make the most use of that area. The Board also reviewed options regarding the maintenance of the swale adjacent to Ashley Oaks. After discussion, the Board decided to keep the area treated and to monitor it.

57

58

59

60

61

62

Board moved to agenda item 5B.

63

64

65

FIFTH ORDER OF BUSINESS

**Consideration of HOA Funding for
Street Signs Project & Survey Work
Authorization**

66

67

68

On a motion by Ms. Mallatt seconded by Mr. Och, by majority vote, with Ms. Tarfa opposed, the Board accepted the HOA's donation of \$70,000.00 towards the Street Sign Replacement Project and selected the combo street sign option in the amount of \$33,075.00, and the Decorative Traffic Signs in the amount of \$48,099.88, and for ETM's Work Authorization #6 in a not to exceed amount of \$10,000.00, for the Heritage Landing Community Development District.

69

SIXTH ORDER OF BUSINESS

Landscape Maintenance

70

71

72

1. Consideration of BrightView Enhancement Proposal

73

After discussion, the Board requested BrightView to review options to use Rodeo Herbicide to areas with cogon grass, to review the flowers at the roundabout, issues with chinch bugs and to better communicate and be proactive on maintenance concerns.

74

75

76

77

Board discussed proposal behind Tab 4. The Board requested for staff to confirm number of coquina rocks available for new landscaping at the amenity center and directed BrightView to just level the area in front of the amenity center building to prep for plants. The Board will review renderings at the next meeting.

78

79

80

81

82

83

On a motion by Mr. Austin, seconded by Mr. Och, by majority vote, with Ms. Tarfa opposed, the Board approved a not to exceed \$8,000.00 to level the area in front of the Heritage Room and to review irrigation system, for the Heritage Landing Community Development District.

84

85

86 **SEVENTH ORDER OF BUSINESS** **Discussion Regarding Amenity**
 87 **Suspension**
 88

89 No further action is needed on this item.
 90

91 **EIGHTH ORDER OF BUSINESS** **Consideration of HOA Funding for**
 92 **Pickleball Court Surfacing Project**
 93

94 After discussion, the Board accepted the HOA's donation of \$70,000.00 towards
 95 Pickleball Courts.
 96

97 The Board requested staff to get proposals for options of 4 and 6 courts to review at a
 98 future meeting.
 99

100 **NINTH ORDER OF BUSINESS** **Consideration of Pedestrian Crossing**
 101 **Light Proposal**
 102

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board approved the Smith Electrical proposal in the amount of \$6,879.69, for the Heritage Landing Community Development District.

103
 104 *Ms. Tarfa left the meeting and joined via teleconference.*
 105

106 **TENTH ORDER OF BUSINESS** **Consideration of M&G Proposal for**
 107 **Holiday Lighting**
 108

109 Board directed staff to move forward with same proposal as last year, but without the 11
 110 palms on the inside of the amenity center. They also authorized staff to work with Ms.
 111 Tarfa to review any other areas that may be needed along Heritage Landing Pkwy.
 112

113 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-08;**
 114 **Setting Date, Time and Location for**
 115 **Fiscal Year 2023-2024 Meetings**
 116

On a motion by Ms. Mallatt, seconded by Mr. Taylor, with all in favor, the Board adopted Resolution 2023-08; Setting Date, Time, and Location for Fiscal Year 2023-2024 Meetings, for the Heritage Landing Community Development District.

117
 118 **TWELFTH ORDER OF BUSINESS** **Staff Reports – PART B**
 119

120 A. District Counsel
 121 Mr. Haber updated the board that the Adkins matter and settlement has been
 122 resolved.
 123

124 B. Amenity Center and Field Maintenance

125 1. Amenity Manager Report

126 i. Resident Fundraiser Request

127 Board confirmed that the fundraiser is approved subject to
 128 no self-promoting of any private business.

129
130
131

ii. Review of Additional Winter Staffing Hours

On a motion by Mr. Taylor seconded by Mr. Och, by majority vote, with Ms. Tarfa opposed, the Board approved a total of 6 additional hours on Friday and Saturday for 21 weeks of the winter season to keep staff till 10:00 pm., for the Heritage Landing Community Development District.

132
133
134
135

The Board directed staff to review policies to notify homeowners of their property on district property and for it to be removed.

The Board requested staff to review further dye options with Charles Aquatics.

137
138
139
140
141

2. Field Manager Report
Mr. Erasmus updated the Board that the irrigation well project was approved and he is working on final agreement with staff.

142
143

3. Charles Aquatics Pond Report

144

C. District Manager

145
146
147
148
149
150

Ms. Dobbins updated the Board that the HOA donation check was received for the boring project in the amount of \$44,495.00. However, since the project will not be completed until after October 1st, the start of the new fiscal year, that \$20,000.00 of the donation will credit the down payment of \$20,000.00 in Fiscal Year 2023 and the remaining amount of the donation will be deferred to Fiscal Year 2024 when the balance is paid.

151
152
153

She also noted the last payment regarding the Adkins and the Settlement, in the amount of \$10,925.50 was paid.

154

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

155
156

Supervisors:

157
158

Ms. Tarfa commented that the Board should be more informed about how Board decisions impact the children that live in the community and trauma CDC regulations.

160
161

Audience:

162
163

Concerns were heard regarding Vesta's soccer program and revenue sharing.

164
165

FOURTEENTH ORDER OF BUSINESS

Adjournment

166
167

On a motion by Mr. Taylor seconded by Mr. Och with all in favor, the Board adjourned the meeting at 5:04 p.m., for the Heritage Landing Community Development District.

168
169
170

171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187

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

August 2023

Presented For Board Approval

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

The total items being presented: **\$144,602.40**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contractors, Inc.	100369	165051	Concrete Repairs 08/23	\$ 4,960.00
BrightView Landscape Services, Inc.	100367	8525106	Landscape Maintenance 08/23	\$ 20,800.00
BrightView Landscape Services, Inc.	100345	8530752	Sago Palm Removal 07/23	\$ 2,112.47
BrightView Landscape Services, Inc.	100344	8530755	Storm Clean Up 07/23	\$ 2,616.84
BrightView Landscape Services, Inc.	100371	8534511	Irrigation Repairs 07/23	\$ 1,896.00
BrightView Landscape Services, Inc.	100373	8535931	Irrigation Repairs 07/23	\$ 1,898.92
BrightView Landscape Services, Inc.	100372	8545409	Sod Install 08/23	\$ 817.02
BrightView Landscape Services, Inc.	100370	8545417	Install Sod at Soccer Field 08/23	\$ 9,056.45
Charles Aquatics, Inc.	100359	48650	Pond Maintenance 08/23	\$ 975.00
Charles Aquatics, Inc.	100358	48784	Pond Maintenance 08/23	\$ 100.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Chiller Medic, Inc.	100360	10291	Thermostat Repairs 0/23	\$ 330.00
Christine Mallatt	100350	CM081023	Board of Supervisors Meeting 08/10/23	\$ 200.00
COMCAST	EFT	8495 74 140 0429787 07/23 Autopay	Cable TV & Internet 07/23	\$ 426.51
Florida Department of Revenue	100346	65-8015563124-2 Sales & Use Tax 07/23	65-8015563124-2 Sales & Use Tax 07/23	\$ 73.38
Florida Power & Light Company	EFT	87098-35048 07/23 Autopay	Electric Services 07/23	\$ 4,447.04
Florida Power & Light Company	EFT	Monthly Summary 07/23 Autopay 475	Electric Services 07/23	\$ 4,364.79
Heritage Landing CDD	08/23	Replenishment DC Replenishment 08/23	DC Replenishment 08/23	\$ 3,397.79
Kevin Lee Austin	100351	KA081023	Board of Supervisors Meeting 08/10/23	\$ 200.00
Kutak Rock, LLP	100348	3263419	Legal Services 06/23	\$ 2,436.00
Leslie Achara McNair-Tarfa	100352	AT081023	Board of Supervisors Meeting 08/10/23	\$ 200.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
M&G Holiday Lighting	100362	1759	Christmas Light Deposit 08/23	\$ 4,213.28
Michael C. Taylor	100353	MT081023	Board of Supervisors Meeting 08/10/23	\$ 200.00
Northeast Quality Services LLC	100366	31666	Janitorial Services 07/23	\$ 900.00
Poolsure	100368	131295616370	Pool Maintenance 08/23	\$ 2,999.63
Progressive Entertainment, Inc.	100342	12810238	DJ & Lights for 80's Neon Pool Party 08/23	\$ 499.50
Progressive Entertainment, Inc.	100343	12810238-B	DJ & Lights for 80's Neon Pool Party 08/23	\$ 499.50
Rizzetta & Company, Inc.	100365	INV0000081509	Mass Mailing 07/23	\$ 1,563.50
Rizzetta & Company, Inc.	100341	INV0000082235	District Management Fees 08/23	\$ 5,900.00
Robert Och	100354	RO081023	Board of Supervisors Meeting 08/10/23	\$ 200.00
Smith Electrical, Inc.	100374	30427	Extra LED Lights Around Pool 08/23	\$ 2,433.97

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
St Johns Utility Department	EFT	503699-115198 07/23 Autopay	Water Services 07/23	\$ 1,187.75
The Ledger / News Chief/ CA Florida Holdings, LLC	100347	5678213	Account #968025 Legal Advertising 06/23	\$ 87.04
The Ledger / News Chief/ CA Florida Holdings, LLC	100356	5749211	Account #968025 Legal Advertising 07/23	\$ 104.72
Treeco	100357	9470	Tree Maintenance 07/23	\$ 8,250.00
Vesta Property Services, Inc.	100349	412225	Management Services 07/23	\$ 50,417.83
Vesta Property Services, Inc.	100355	412386	Reimbursable Expenses 07/23	\$ 552.96
VGlobal Tech	100364	5295	ADA Website Maintenance 08/23	\$ 250.00
Waste Management Inc. of Florida	EFT	0033188-4032-3 Autopay	Waste Disposal Service 08/23	\$ 359.51
Wayne Automatic Fire Sprinklers, Inc.	100375	1066717	Service Call 08/23	\$ <u>2,675.00</u>
Report Total				\$ <u>144,602.40</u>

Tab 3



Quality Site Assessment

Prepared for: **Heritage Landing @ WGV**

General Information

- DATE:** Tuesday, Oct 03, 2023
- NEXT QSA DATE:** Monday, Jan 01, 2024
- CLIENT ATTENDEES:** Lourens Erasmus
- BRIGHTVIEW ATTENDEES:** Thomas Rustici

Customer Focus Areas

Turf health, Annuals, Weed control

Quality you can count on.

<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1 Site Cleanliness</p>	 <p>2 Weed Free</p>	 <p>3 Green Turf</p>
	 <p>4 Crisp Edges</p>	 <p>5 Spectacular Flowers</p>	 <p>6 Uniformly Mulched Beds</p>

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Carryover Items



- 1 Hard and soft surfaces are being sprayed for weed control on a weekly rotation
- 2 There are some fallen debris from previous storm on the ground by dugout. We will get this cleaned up during next visit.
- 3 Plant material is being trimmed on a weekly rotation

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



1 Weed pressure and vine growth is ongoing and we will continue work on these areas.

2 Shrub detail in areas where it is complete looks good.

3 The fall flowers were installed last week and are beginning to show more color.

4 Turf color is look good throughout the community. The color may start to fall off with cooler temperatures to come.

Maintenance Items



5 Hard and soft surface edging remain on the scheduled rotation and look crisp and clean.

6 The detail around the tennis courts is a little behind schedule. This area will be addressed during the next service visit.

Recommendations for Property Enhancements



- 1** We recommend removing the declining Indian Hawthorn and replace with a low maintenance ground cover plant in this area.
- 2** We recommend removing the declining Roses and replace them with a more hardy and wild life resistant plant.

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Notes to Owner / Client



- 1 We will be removing all the stick debris from open be areas during the next several service visits.**

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Completed Items



1 Hard and soft edging is being completed on a weekly rotation

2 There are some oak trees by the soccer field that need to be elevated. We will get this scheduled and follow up upon completion.

3 Patio Ligustrum's by tennis courts have been trimmed and sprayed with a growth reducer

4 East side of tennis court has some azaleas and Jasmine growing through the fence. We will follow up with our team to get this cleaned up.

Completed Items



5 Jasmine ground cover has been trimmed and weeded by athletic fields

6 Hedges between basketball court and RV storage have been lowered and will be maintained to 5 feet. We have also applied growth reducer to these areas.

7 Per request we have begun lowering height of hedges around amenities area. We will follow up once completed.

8 There is a heavy stand of leaves by playground area. We will get with our team and have these removed during next visit. This is a heavily shaded area that may require additional mulch.

Completed Items



9 We have begun elevating trees at amenities area. We will follow up once we are completed.

10 Shillings on the north, and a pool area have been lowered with declining material removed. We will continue to monitor these plants

11 Hard and soft surfaces are being edged on a weekly rotation

12 Common areas east and west side of Rivers Own rd have had hedges lowered. We have also hand pulled weeds, vines, and sprayed for weed control in these areas.

Completed Items



13 There are some trees along Heritage Landing Parkway that are in need of elevation. We will get with our team and get these raised during our regular weekly rotations.

14 There are some vines growing up some of the pine trees along Heritage Landing Parkway. We will get with our team to have these removed.

15 There are some vines growing up some of the pine trees along Heritage Landing Parkway. We will get with our team to have these removed.

16 We are in the process of lowering hedges throughout the property for better line of sight

Tab 4

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 Steamboat Landing Dr,
Project Description Remove and replace declining Indian Hawthorne

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Mobilization to prep area for new plants and pick up material.
20.00	EACH	1 Gallon Liriope

For internal use only

SO# 8247324
JOB# 460802023
Service Line 130

Total Price \$688.50

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
Printed Name

October 04, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Thomas Rustici
Printed Name

October 04, 2023
Date

Job #: 460802023

SO #: 8247324

Proposed Price: \$688.50

Tab 5



1702 Lindsey Rd
Jacksonville, Fl. 32221
Ph (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Heritage Landing HOA

Attn:L Erasmus– Vesta Property Services

9 27 23

Re:concrete /pavers

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

>location #1

*saw cut and remove up to 80 sq ft of damaged concrete sidewalks and form and pour 80 sq ft of new 3000 psi concrete with a broom finish -includes grind down up to 3 lin ft of sidewalk

Total price for the above scope \$2,320.00

>location #1 option

*saw cut and remove up to 80 sq ft of damaged concrete and excavate as needed and install paver base as needed and up to 80 sq ft of new pavers /sand pavers -includes up to 3 lin ft sidewalk

Total price for the above scope \$1,980.00

>location #2

*saw cut and remove up to 70 sq ft of damaged concrete and form and pour new 3000 psi concrete with a broom finish- includes grinding 3 lin ft of sidewalk

Total price for the above scope \$2,030.00

>location #2 option #1

*saw cut and remove up to 200 sq ft of damaged concrete and from and pour up to 200 sq ft of 3000 psi concrete with a brom finish

Total price for the above scope \$5,400.00

>location #2 option #2

*saw cut and remove up to 230 sq ft damaged concrete -includes forming and pouring 55 lin ft of concrete curbing to hold in pavers and install 230 sq ft of new pavers /sand pavers

Total price for the above scope \$5,870.00

>location #3

*form and pour a new 60 sq ft of concrete sidewalk

Total price of the above scope of work \$1,740.00

>location # 3 option

*form and pour 20 lin ft of concrete curb to lock in pavers and install 60 sq ft of new pavers

Total price of the above scope \$2,480.00

>clean up job site and haul away debris

***if you are thinking about going with certain scopes/options please let me know because if we do multiple jobs at once I might be able to save you a few \$\$ because supplys are less \$\$ if I buy more square footage a one time**

Proposal Signed by _____ **Printed Name** _____

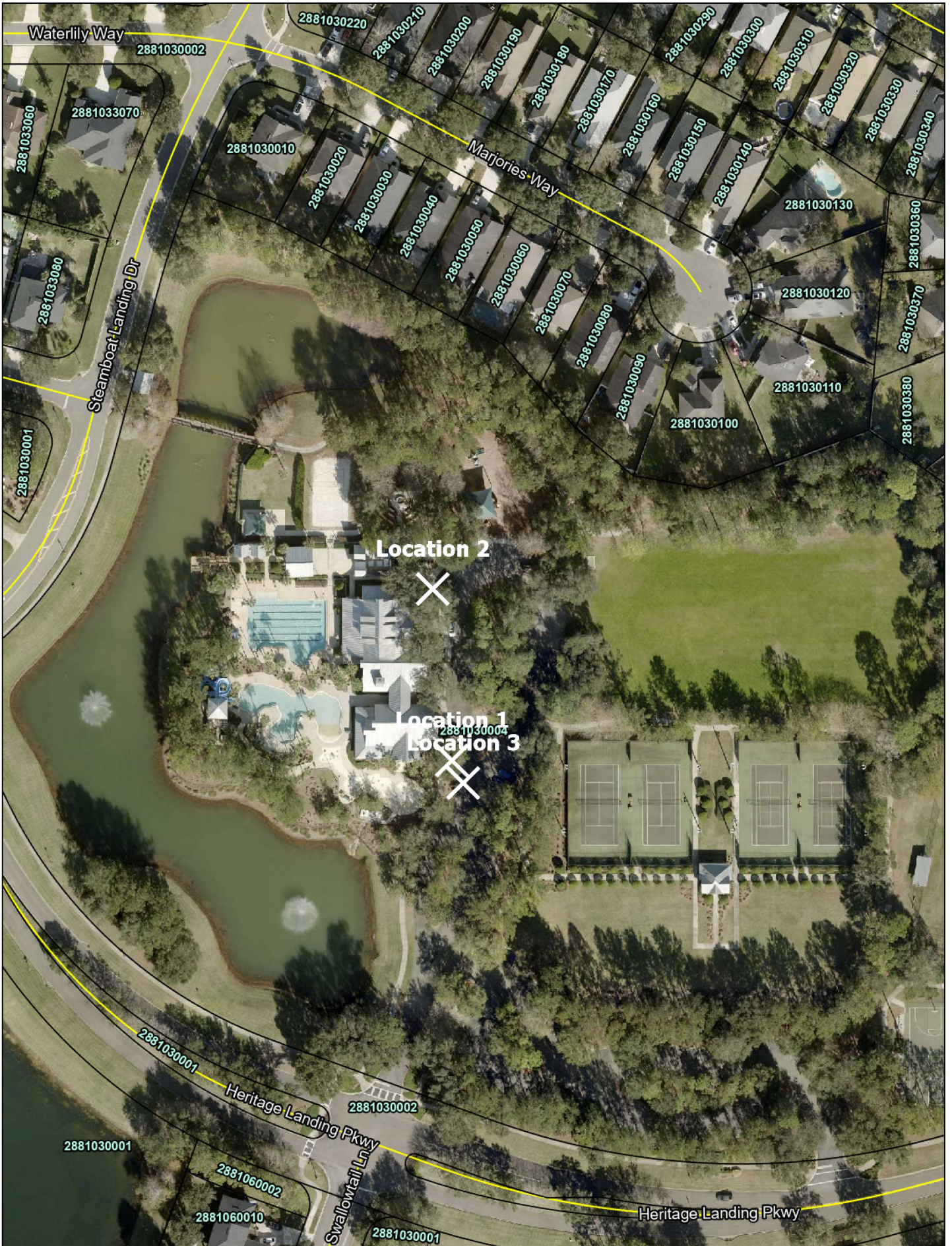
Thank you for your consideration

Scott Haines

C 904.402.6561







Tab 6

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

Pricing Break Down 4 vs 6 Pickleball Courts

Scope of Work	4 Courts	6 Courts
Resurface -4 Tennis Courts		
Includes: Sanding, Crack filling, Root damage repair, patching, leveling course, texture and finish course, finished colors, Lines, Clean-Up	\$ 36,780.00	\$ 36,780.00
Apply Rite Way Crack Repair	\$ 11,200.00	\$ 11,200.00
Convert to Permanent Pickleball Courts	\$ 8,000.00	\$ 17,800.00
Third Color on Pickleball Court	\$ 2,000.00	\$ 3,000.00
	\$ 57,980.00	\$ 68,780.00
 Landscape improvements around courts		
Remove mulch, soil and plants 3' from the edge of both tennis court perimeter to allow water run off	\$ 3,218.00	\$ 3,218.00
Remove Holly plants along the front ends of the tennis courts	\$ 1,365.00	\$ 1,365.00
Remove the Azaleas along the edge of the tennis courts that have the pickleball courts on them	\$ 2,813.00	\$ 2,813.00
	\$ 7,396.00	\$ 7,396.00
 <u>Total project cost</u>	\$ 65,376.00	\$ 76,176.00



October 2, 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-Ons

Add-On #1- (RECOMMENDED) 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 6 Permanent Pickleball

Convert two of the four existing tennis courts into 6 permanent pickleball courts. Price includes demo and removal of two concrete/rock pedestals in the center of the courts, filling and patching as necessary for desired finish, installation of permanent pickleball nets and courts painted as pickleball in two colors. (Tennis will no longer be an option after courts are converted.)

Add **\$17,800.00** to the above base bid for Add-on #2 _____

Add-On #3 - Add Third Color to Pickleball

Pickleball courts are quoted with two colors. Additional charge to add third color to each court is \$500/per pickleball court.

Add **\$3,000.00** for Add-On #3 _____



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.



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.

Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Lourens Erasmus
Property Address	232 Silver Glen Ave Saint Augustine, FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	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

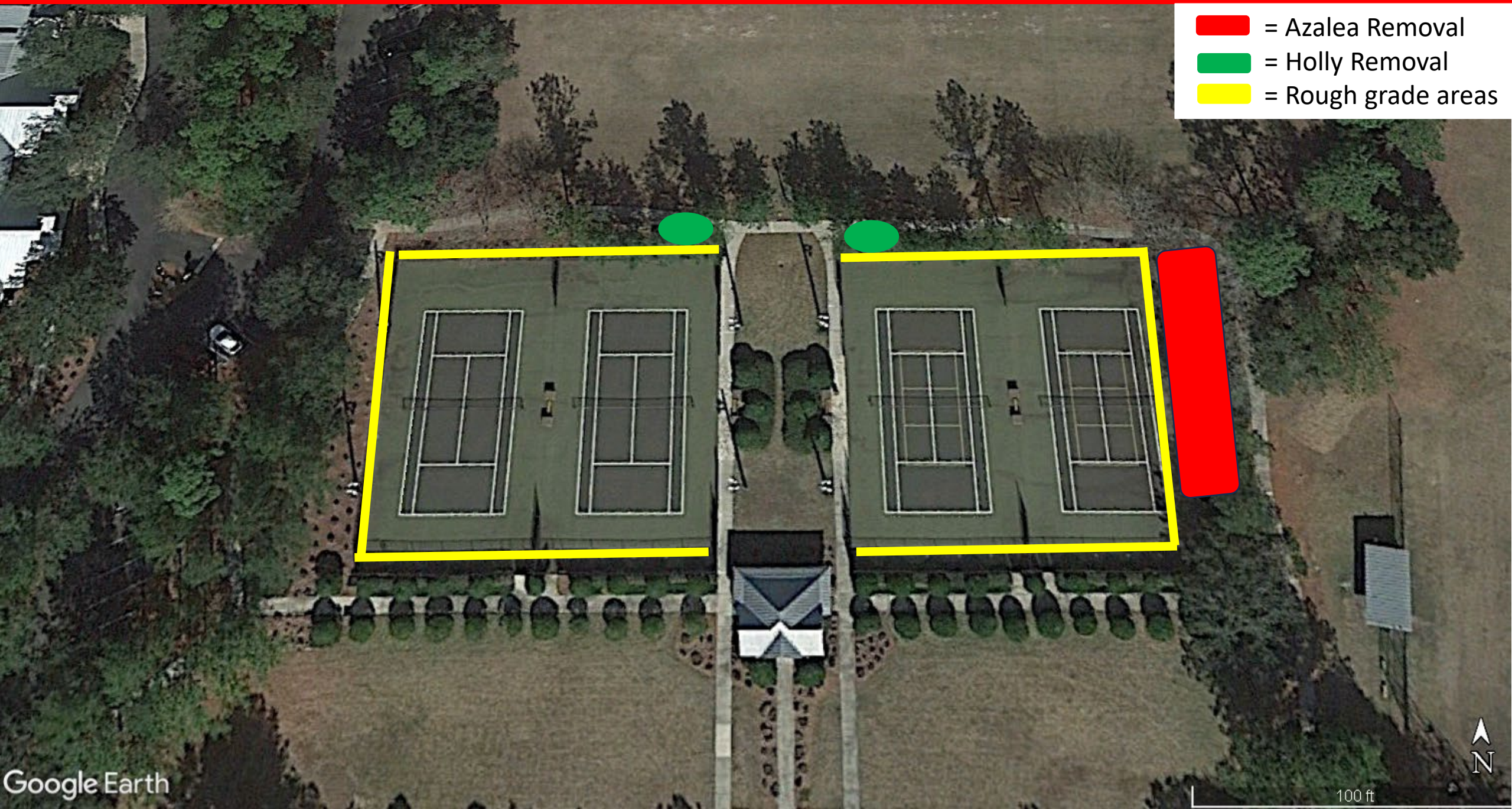
Property Manager	
Signature	Title
Lourens Erasmus	August 21, 2023
Printed Name	Date

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

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





Tab 7



Heritage Landing CDD Meeting

October 12, 2023, 1:00 p.m.

Date of Report: October 3, 2023

Todd Myhill, Amenity Manager

- **Upcoming Events: Haunted House—No Board Action Required**
 - We will be transforming the Heritage Room into a Haunted House for two nights, Friday, October 27 and Saturday, October 28 from . The first hour each night will be dedicated to younger residents and the last two hours will be for older spirits. Last year we hosted over 600 residents over the two nights, many of whom enjoyed the Haunted House multiple times.
- **Sports and Arts Winter and Spring Camps—Board Action Required**
 - Coach Frank will attend the meeting to request an agreement to present a winter and spring camp.
- **Facility Information—No Board Action Required**
 - Annual renewals for the RV and Boat Storage Facility are underway. We have already received 20% and expect close to 100% renewal this year.
 - Fall Soccer is in progress. The fields remain in great condition after two weeks of play. We'll continually monitor the fields and adjust play areas as needed.

Sports and Arts Winter and Spring Camp Outline

Winter Camp (2) 4-day Week Winter Camp

- December 26 to December 29
- January 2 to January 5
- \$250.00 Per Week
- 10% Early Bird Special
- 8-4pm
- Soccer, Basketball, Art, Dance, Tennis and Flag Football
- 40 Students max
- 2 Weeks Priority Enrollment to HL residents

Spring Camp

- March 11 to March 15
- \$275 for all 5 days.
- 10% Early Bird Special
- 8-4pm
- Soccer, Basketball, Art, Dance, Tennis and Flag Football
- 40 Students max
- 2 Weeks Priority Enrollment to HL residents

Warmly,

Coach Frank Owner

PH: 646-824-5102

@: Frank@sports-and-arts.com

Web: www.sports-and-arts.com



Tab 8



Heritage Landing CDD Meeting
October 12, 2023
Field Operations Manager Report
Date of report: 10/4/2023

Tree Trimming:



Me and Jeff trimmed some tree limbs in phase 4, Legacy, parking lots and at the entrance tower. These trees are on CDD property and were blocking street signs, etc. This type of trimming is outside of BrightView's scope and would be expensive if done by a contractor. I apologize for the limbs lying on the ground for a little while but in order to get the most for our money (chipper truck) I wanted to cut as much as possible.

General Maintenance and projects:

Unfortunately we did not have our cameras with us while doing some work this past month, almost every morning we were busy with cleaning the pools after the previous night's rains and wind. This also included blowing of sidewalks, courts and parking lots. With fall being here the falling leaves are going to be a constant battle.

Here follows a list of items that we are busy with:

1. Pickle Ball courts
 - During the board meeting it was decided to accept the \$70k from the HOA and look into the option of having 6 courts instead of 4 and the pricing difference.
 - Scott provided me with a drawing of how it can be done which I shared with Court Surfaces to determine the feasibility and cost to remove the center fence pieces and pergola footers
2. Street Signs
 - Get board decision on color and combining Stop signs
 - Sundancer will have 3-4 options at the next meeting.
3. Median power supply
 - I met with Smith Electrical and the boring company; they were making the marks on the road and medians
 - They already called for locates and hope to start early October
4. Overhead lights at pedestrian crosswalk
 - Get proposal for light and hardware to run an extra circuit
 - Present to board light options
 - Communicated with Smith electric that the additional circuit has been approved and can be installed at the same time as the power to the median
5. Having tree limbs cut at amenity center DONE
6. Trimming oak at Corral circle(In house) DONE and debris picked up
7. Entrance tower paint scheduled for Sept 5th
 - We had to trim some of the trees to allow access for the lift
 - The signs and tower have been pressure washed
 - Next week if the rain clears up, they will start sanding and prepping to paint the tower and signs
8. Landscape at amenity center
 - Flatten everything and have a new canvas
 - Informed BV that they can start, they are planning on October 9th
 - Redesign sidewalk
 - I met with All Weather and got pricing and options for the 3 locations we discussed in the meeting
 - Place boulders in areas where cars might damage sod, We have 4 at the FPL overflow and 4 more in the beds in the parking lots
 - Adding possible shrubs and palms BV was told in the meeting to get some renderings together.

9. Well

- Pick location, decide on company to do the drilling
- Agreement with Partridge has been completed
- Schedule the drilling,
- Electrical hook up
- Told Smith about the location asked for an updated proposal to be used for an agreement
- BV to connect to existing irrigation and make adjustments as needed
- Enclose pump station with fence
- Met with Harwick and asked for the final proposal to be used for an agreement
- Discuss with BV sod replacement and possible landscape enhancements

10. Security cameras

- Install posts for the cameras(in-house) DONE
- Have cameras installed In Progress

11. Tree's to be cut behind resident's homes and across from the RV lot DONE

12. Bike racks

- Gwen goes back to HOA for approval of larger racks and pads
- Seems that they are going to go ahead with the project waiting on the bike racks themselves before they decide on pad sizes.

13. Bridge and Pier

- Contact contractor to come out an access.
- No pricing yet

14. Steps from gym patio down to rec pool

- Get engineer to look at feasibility
- He will be out here in a couple of weeks

15. Shade structure at rec pool

- Contacted SR for pricing, met with contractor out here. On hold for now

16. Pressure wash Roof DONE

17. Paint Shutters at building - Proposal approved

18. Christmas Lights

- Board approved regular install without the 11 palm trees inside
- Work with Supervisor Tarfa on additional lighting at entry.

Lourens Erasmus
General Manager



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

www.VestaPropertyServices.com

Tab 9



6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: September 15, 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 outbreak 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.



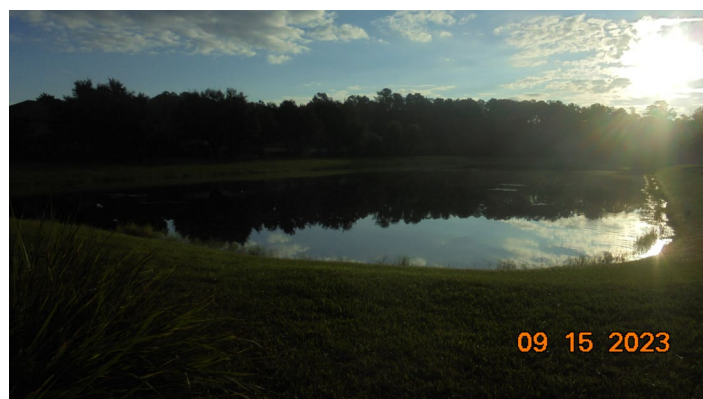
Pond 8: Pond was in fair condition. Water level is normal. Fountain running. Treated entire perimeter for torpedo grass and alligator weed.



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



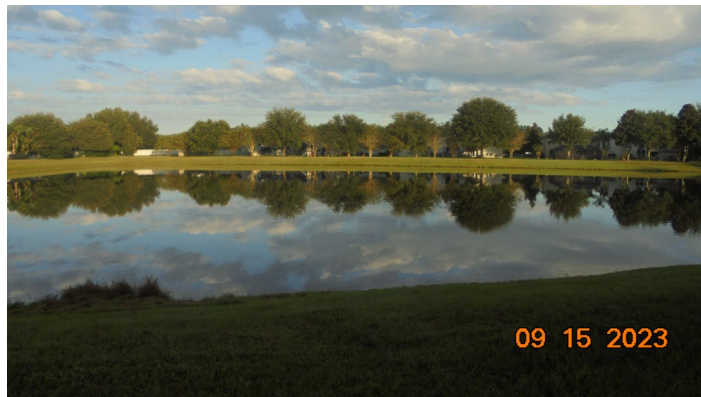
Pond 10: Pond was in good condition. Water level is good. Minor spatter dock noted.



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