



Rizzetta & Company

Heritage Landing Community Development District

**Board of Supervisors' Meeting
January 11, 2024**

**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

January 4, 2024

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **January 11, 2024 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**
 - A. Consent Agenda
 1. Consideration of the Minutes of the Board of Supervisors' Meeting held on December 14, 2023Tab 1
 2. Ratification of the Operation and Maintenance Expenditures for the month of November 2023.....Tab 2
 3. Consideration of Resolution 2024-02; Conducting the General ElectionTab 3
4. **STAFF REPORTS - PART A**
 - A. District Engineer
 - B. Landscape and Maintenance.....Tab 4
5. **BUSINESS ITEMS**
 - A. Consideration of Fitness Equipment ProposalsTab 5
 - B. Consideration of Agreement for District Engineering ServicesTab 6
6. **STAFF REPORTS - PART B**
 - A. District Counsel
 - B. Amenity Center and Field Maintenance
 1. Amenity Manager ReportTab 7
 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, December 14, 2023, at 1:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present and constituting a quorum:

Michael Taylor	Board Supervisor, Chairman
Kevin Austin	Board Supervisor, Vice Chairman
Robert Och	Board Supervisor, Assistant Secretary
Achara Tarfa	Board Supervisor, Assistant Secretary <i>(speakerphone)</i>
Christine Mallatt	Board Supervisor, Assistant Secretary <i>(speakerphone)</i>

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock LLC <i>(speakerphone)</i>
Lourens Erasmus	General Manager, Vesta Property Services
Todd Myhill	Amenity Manager, Vesta Property Services
Jay King	Vesta Property Services
Thomas Rustici	Account Manager, Brightview Landscape
Steve McAvoy	Brightview Landscape
Ryan Tinsley	Brightview Landscape
Eric Martinez	Production Manager, 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

No comments.

THIRD ORDER OF BUSINESS

Consent Items

1. Consideration of the Minutes of the Board of Supervisors' Meeting held November 9, 2023
2. Ratification of the Operation and Maintenance Expenditures for October 2023

On a motion by Mr. Austin, seconded by Mr. Och, with all in favor, the Board approved the minutes, of the Meeting held November 9, 2023, and ratified the Operation and Maintenance Expenditures for October 2023 in the amount of \$119,083.52, for the Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS

STAFF REPORTS - PART A

- A. District Engineer
Not present.
- B. Landscape and Maintenance
Mr. Rustici introduced Mr. Martinez, Production Manager, with BrightView.
 1. Consideration of BrightView Enhancement Proposal
After discussion, the Board tabled further review of enhancements for the amenity center until spring.

FIFTH ORDER OF BUSINESS

Consideration of Proposals for RFQ for District Engineer (under separate cover)

The Board discussed and reviewed proposals with bidders from the following firms: Brice Nelson and Joesph Schofield from Alliant, Amy Tracy from Dewberry, Alex Acree from Matthews Design and Mike Yuro from Yuro Engineering.

Discussion ensued.

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board ranked Matthews Design Group as the top submitting firm and authorized staff to negotiate a contract for District Engineering Services, for the Heritage Landing Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for Irrigation Pump Replacement

On a motion by Mr. Taylor, seconded by Ms. Mallatt, with all in favor, the Board approved Partridge Irrigation Pump Replacement Proposal in the amount of \$11,800.00, Partridge VFD Proposal in the amount of \$8,500.00, and for Smith Electric to proceed with the VFD wiring for \$3,289.00 and install a surge protector for \$998.00, for the Heritage Landing Community Development District.

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On a motion by Mr. Taylor, seconded by Mr. Austin, with all in favor, the Board approved for Reserve Funds to be used to pay for the Irrigation Pump Replacement Repairs, for the Heritage Landing Community Development District.

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SEVENTH ORDER OF BUSINESS

**Consideration of Proposals for
Pedestrian Crossing Lighting**

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board selected the light fixture with arms and approved Smith Electric's proposal in the amount of \$5,389.00, for the Heritage Landing Community Development District.

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EIGHTH ORDER OF BUSINESS

Staff Reports – PART B

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A. District Counsel
No report.

B. Amenity Center and Field Maintenance

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1. Amenity Manager Report
 - i. Review of Amenity Athletics 2024 Calendar

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The Board approved the Amenity Athletics 2024 Calendar, except for the Winter Season for 2025, which will be tabled and reviewed next summer.

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The Board moved to agenda item 6B(1)(iii).

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NINTH ORDER OF BUSINESS

**Consideration of Vector Security
Options**

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The Board directed staff to move forward with their best options.

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TENTH ORDER OF BUSINESS

Field Manager Report

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Mr. Erasmus reviewed the report under Tab 7 and provided updates on current projects.

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ELEVENTH ORDER OF BUSINESS

Charles Aquatics Report

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Mr. Erasmus stated that Charles Aquatics knows the District wants to install carp and will provide him with an update when that is possible.

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TWELFTH ORDER OF BUSINESS

District Manager

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The Board moved back to agenda item 6B(1)(ii)

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THIRTEENTH ORDER OF BUSINESS **Review of Chomic Combat Karate Program**

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board approved the Chomic Combat Karate Program, subject to dates and availability being worked out with staff, for the Heritage Landing Community Development District.

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

Supervisors:

The Board discussed Vesta’s Budget Variance for Fiscal Year 2024 and options on how to reduce services to balance the budget. The Board authorized staff to move forward with reducing the clubhouse staffing hours to save approximately \$19,666.00 with a Mid-Shift Facility Attendant Reduction and Late Evening Facility Attendant reduction. The Board also approved reducing Lifeguard staffing hours by having no Lap Pool Lifeguard Coverage and eliminating Lifeguard coverage between Spring Break until May 4, 2024. For updated Amenity Staffing hours, see Exhibit A.

Ms. Mallatt noted that specific “food/event” trucks need to be monitored for taking up space in the parking lot and the amount of time they are staying.

Audience:

No comments.

FIFTEENTH ORDER OF BUSINESS **Adjournment**

On a motion by Mr. Taylor, seconded by Mr. Austin, with all in favor, the Board adjourned the meeting at 3:57 p.m., for the Heritage Landing Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT A

Fall and Winter Office hours October 1st - February 28th

Monday 1pm-6pm

Tuesday, Wednesday, Thursday: 10am-6pm

Friday and Saturday: 10am-7pm

Sunday: 10am-6pm

No closing staff till 10pm

Winter and Spring Office hours March 1st - April 30th

Monday 1pm-7pm

Tuesday, Wednesday, Thursday: 10am-7pm

Friday and Saturday: 10am-8pm

Sunday: 10am-7pm

No closing staff till 10pm

Summer and Fall Office hours May 1st - September 30th

Monday 1pm-7pm

Tuesday, Wednesday, Thursday: 10am-7pm

Friday and Saturday: 10am-8pm

Sunday: 10am-7pm

Closing staff on duty till 10pm Every day

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 November 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$111,798.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 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.	100440	169216	Sidewalk Repairs 10/23	\$ 1,570.00
BrightView Landscape Services, Inc.	100441	8641269	Plant Removal & Sod Installation 10/23	\$ 5,298.80
BrightView Landscape Services, Inc.	100442	8642678	Irrigation Repairs 10/23	\$ 1,122.00
BrightView Landscape Services, Inc.	100460	8658838	Landscape Maintenance 11/23	\$ 21,424.00
BrightView Landscape Services, Inc.	100450	8666646	Irrigation Repairs 10/23	\$ 1,986.00
BrightView Landscape Services, Inc.	100462	8681685	Irrigation Repairs 11/23	\$ 1,122.00
BrightView Landscape Services, Inc.	100461	8681686	Irrigation Repairs 11/23	\$ 1,251.00
Charles Aquatics, Inc.	100463	49281	Pond Maintenance 10/23	\$ 200.00
Charles Aquatics, Inc.	100464	49366	Pond Maintenance 11/23	\$ 975.00
Chiller Medic, Inc.	100458	10793	Thermostat Repairs 10/23	\$ 330.00
Christine Mallatt	100451	CM110923	Board of Supervisors Meeting 11/09/23	\$ 200.00
COMCAST	ACH	8495 74 140 0429787	Internet Services 10/23	\$ 427.54
England, Thims & Miller, Inc.	100452	10/23 Autopay 210805	Engineering Services 10/23	\$ 3,900.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Commerce	100453	88754	Special District Fee FY 23/24	\$ 175.00
Florida Department of Revenue	100445	65-8015563124-2 Sales & Use Tax 10/23	65-8015563124-2 Sales & Use Tax 10/23	\$ 492.14
Florida Power & Light Company	ACH	87098-35048 10/23	Electric Services 10/23	\$ 4,447.04
Florida Power & Light Company	ACH	Autopay Monthly Summary 10//23	Electric Services 10/23	\$ 4,918.24
Heritage Landing CDD	DC 110923	DC 110923	Debit Card Replenishment	\$ 2,628.68
Kevin Lee Austin	100454	KA110923	Board of Supervisors Meeting 11/09/23	\$ 200.00
Kutak Rock, LLP	100447	3268511	Legal Services 07/23	\$ 2,202.00
Kutak Rock, LLP	100446	3298350	Legal Services 09/23	\$ 2,712.50
Leslie Achara McNair-Tarfa	100455	AT110923	Board of Supervisors Meeting 11/09/23	\$ 200.00
M&G Holiday Lighting	100443	1759-B	Holiday Lighting - Reinstall 10/23	\$ 1,079.08
Michael C. Taylor	100456	MT110923	Board of Supervisors Meeting 11/09/23	\$ 200.00
Partridge Well Drilling Company, Inc.	100444	44623	50% Deposit for Partridge Well Drilling 10/23	\$ 9,697.81
Poolsure	100465	1.31296E+11	Pool Chemicals 11/23	\$ 2,999.63
Rizzetta & Company, Inc.	100439	INV0000084944	District Management Fees 11/23	\$ 5,900.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Robert Och	100457	RO110923	Board of Supervisors Meeting 11/09/23	\$ 200.00
St Johns Utility Department	ACH	503699-115198 10/23	Water Services 10/23	\$ 760.42
St Johns Utility Department	ACH	533275-126033 10/23	Water Services 10/23	\$ 493.86
The Ledger / News Chief/ CA Florida Holdings, LLC	100448	ACH 5910582	Account #968025 Legal Advertising 09/23	\$ 104.72
The Ledger / News Chief/ CA Florida Holdings, LLC	100449	5986339	Account #968025 Legal Advertising 10/23	\$ 82.96
Turner Pest Control, LLC	100459	617815987	Pest Control Services 10/23	\$ 127.34
Vesta Property Services, Inc.	100466	414959	Management Services 10/23	\$ 31,718.07
Vesta Property Services, Inc.	100467	414995	Reimbursable Expenses 10/23	\$ 42.66
VGlobal Tech	100468	5565	ADA Website Maintenance 11/23	\$ 250.00
Waste Management Inc. of Florida	ACH	0036054-4032-4 Autopay	Waste Disposal Service 11/23	<u>\$ 359.51</u>
Report Total				<u>\$ 111,798.00</u>

Tab 3

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the St. Johns County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Kevin Austin, and Seat 5, currently held by Michael Taylor, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 11th day of January, 2024.

**HERITAGE LANDING COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Heritage Landing Community Development District (“District”) will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Ave A, St. Augustine, FL 32095; Ph: [\(904\) 823-2238](tel:9048232238). All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Heritage Landing Community Development District has two (2) seats up for election, specifically seats 1, and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the St Johns County Supervisor of Elections.

Publish on or before _____, 2024.

Tab 4

Quality Site Assessment

Prepared for: **Heritage Landing @ WGV**

General Information

DATE: Wednesday, Jan 03, 2024
NEXT QSA DATE: Wednesday, Apr 03, 2024
CLIENT ATTENDEES: Lourens Erasmus
BRIGHTVIEW ATTENDEES: Thomas Rustici

Customer Focus Areas

Turf health, Annuals, Weed control, Plant Health

Quality you can count on.

7 Seven Standards of Excellence



1 Site Cleanliness



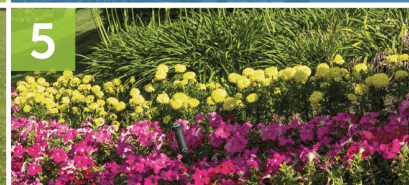
2 Weed Free



3 Green Turf



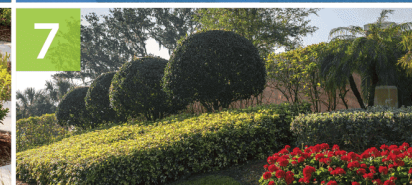
4 Crisp Edges



5 Spectacular Flowers



6 Uniformly Mulched Beds



7 Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



1 The shrub trimming is ongoing and looks good throughout the community.

2 The turf color is holding for the most part for this time of year.

3 The Fall flowers still look good considering the time of year and the irrigation situation.

4 The Ornamental grasses have been cut back throughout the community.

Maintenance Items



- 5** The weeds in these areas at the clubhouse will be addressed during the next service visit.
- 6** We will be addressing the Sedge weeds on the athletic field asap.

Recommendations for Property Enhancements



- 1** We would recommend removing the dead roses and declining society garlic in these areas and add sod to create a cleaner look.

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Notes to Owner / Client



1 Note. We will be cutting back these Crape Myrtle's in late February as they are growing up into the Oak Trees.

2 We will be cutting back the Jack Frost ligustrum and fertilizing them to promote healthier growth. This is on Swallowtail.



Tab 5

Gym Equipment

Our leg extension machine and one of our benches are weathered and this year would be a good time to replace them.

Leg Extension Equipment



The unit was purchased in 2007 and has outlived its warranties, the seating area is getting very soft with little support, there is rust continuously forming on the shiny parts and it's the only white colored machine left in the gym.

Bench



Not only is the material cracked and ripped but the foam underneath is not supportive any more.



OVER 30 YEARS OF SUCCESS

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

Heritage Landing

Lourens Erasmus

Wednesday, January 3, 2024

PREPARED BY

Commercial Fitness Products, Inc

Mark Smilek

SALES * SERVICE * DESIGN * MAINTENANCE



Wednesday, January 3, 2024

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

Dear Lourens,

Commercial Fitness Products has everything you should look for in a fitness equipment company –

- Over 30 years of success in Florida
- Highest Quality Equipment at Reasonable Prices
- Professional and knowledgeable Sales Representatives
- Factory trained & experienced Service Technicians
- Service, Maintenance & Installation provided by our own technicians located throughout the state.
- Substantially insured for the benefit of you, your residents, management and ourselves.
- A goal and strong desire to exceeding your expectations!!!

Best Regards,
Mark Smilek
Commercial Fitness Products, Inc
mark@commfitnessproducts.com



PROPOSAL

5034 N Hiatus Road, Sunrise, FL 33351

Office:
 Cell: 904- 562-8318
 Email: mark@commfitnessproducts.co
 Fax: 239-938-1462

PROPOSAL # F01032402M

Date: Jan 3, 2024

Expiration Date: 2/2/2024

BILL TO: Heritage Landing
 370 Heritage Landing Pkwy
 St. Augustine, FL 32092F

SHIP TO: Heritage Landing
 370 Heritage Landing Pkwy
 St. Augustine, FL 32092F

ATN Lourens Erasmus
 Phone (904) 940-6095
 Email lerasmus@vestapropertyservices.

ATN Lourens Erasmus
 Phone (904) 940-6095
 Email lerasmus@vestapropertyservices.com

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Best Way	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		<i>MAXFORCE UPGRADES</i>		
1	511FI	MaxForce Multi-Adjustable Bench	\$649.00	\$649.00
1	502LEC	MaxForce Leg Extension/Prone Curl Machine	\$2,095.00	\$2,095.00
		SubTotal		\$2,744.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$365.00	\$365.00

Frame Color	Standard Silver
Upholstery Color	Standard Black
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

Subtotal	\$3,109.00
State Tax	\$0.00
Freight	\$398.79
Grand Total	\$3,507.79

Lead Times

Due to global supply chain disruption, lead times may be extended. For current lead times, contact your CFP representative.

For Delivery Staff

Date:	Amount Collected:	Check No.:
Received By: (Print Name and Sign)		

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply.

CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge.

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string, Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty:Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty:Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts.1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:

Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.

**5034 N Hiatus Rd
Sunrise, FL 33351**

**Wire Transfer Bank Information Available
Upon Request.**

Proposal # : F01032402M

Proposal Amount: \$3,507.79

Payment Terms: 50% Deposit, 50% COD

Deposit Amount: \$1,753.90

Balance: \$1,753.89

Signature _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____



- ▶ Rollers automatically adjust for greater ankle comfort.
- ▶ Lying Leg Curl position assists in protecting your lower back.
- ▶ One simple back adjustment makes this machine easy to use.
- ▶ 2" x 4" flat oval tubing, 1/4" dia. 4000 pound cable and 4 1/2" pulleys for rugged durability.
- ▶ The weight selector is on the right side of the user, safe and convenient.
- ▶ Full shroud, 4mm thickness ABS virgin material, strong and durable.
- ▶ Vinyl coated 7x19 steel cable can withstand 1400kg tension.
- ▶ Attractive Design * Highly Functional * User Friendly * Safe * Value Engineered

CONTACT US

(239) 938-1461

www.CommFitnessProducts.com

5034 N Hiatus Rd, Sunrise, FL 33351

Sales@CommFitnessProducts.com



- ▶ Mainframe adopts 50*120*3.0 flat oval pipe All pipes are Q235 qualified
- ▶ Equipped with moving wheels and handle, easy and safe to move.
- ▶ High-density foam upholstery, "furniture grade" PU leather, and integral ABS guard cover.
- ▶ The seat can be adjusted automatically when you adjust the back angle

CONTACT US

(239) 938-1461

www.CommFitnessProducts.com

5034 N Hiatus Rd, Sunrise, FL 33351

Sales@CommFitnessProducts.com



OVER 30 YEARS OF SUCCESS

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

Heritage Landing

Lourens Erasmus

Wednesday, January 3, 2024

PREPARED BY

Commercial Fitness Products, Inc

Mark Smilek

SALES * SERVICE * DESIGN * MAINTENANCE



Wednesday, January 3, 2024

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

Dear Lourens,

Commercial Fitness Products has everything you should look for in a fitness equipment company –

- Over 30 years of success in Florida
- Highest Quality Equipment at Reasonable Prices
- Professional and knowledgeable Sales Representatives
- Factory trained & experienced Service Technicians
- Service, Maintenance & Installation provided by our own technicians located throughout the state.
- Substantially insured for the benefit of you, your residents, management and ourselves.
- A goal and strong desire to exceeding your expectations!!!

Best Regards,
Mark Smilek
Commercial Fitness Products, Inc
mark@commfitnessproducts.com



PROPOSAL

5034 N Hiatus Road, Sunrise, FL 33351

Office:
 Cell: 904- 562-8318
 Email: mark@commfitnessproducts.co
 Fax: 239-938-1462

PROPOSAL # F01032401M

Date: Jan 3, 2024

Expiration Date: 2/2/2024

BILL TO: Heritage Landing
 370 Heritage Landing Pkwy
 St. Augustine, FL 32092F

SHIP TO: Heritage Landing
 370 Heritage Landing Pkwy
 St. Augustine, FL 32092F

ATN Lourens Erasmus
 Phone (904) 940-6095
 Email lerasmus@vestapropertyservices.

ATN Lourens Erasmus
 Phone (904) 940-6095
 Email lerasmus@vestapropertyservices.com

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Best Way	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		<i>MATRIX UPGRADES</i>		
1	VS-S711-02B1	Matrix Versa Duals Ext&Curl STD Stack	\$3,299.00	\$3,299.00
1	VY-D85A	Matrix/Magnum VY-D85AMulti-adjustable Bench	\$899.00	\$899.00
		SubTotal		\$4,198.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$365.00	\$365.00

Frame Color	Standard Silver
Upholstery Color	Standard Black
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

Subtotal	\$4,563.00
State Tax	\$0.00
Freight	\$412.30
Grand Total	\$4,975.30

Lead Times

Due to global supply chain disruption, lead times may be extended. For current lead times, contact your CFP representative.

For Delivery Staff

Date:	Amount Collected:	Check No.:
Received By: (Print Name and Sign)		

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply.

CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge.

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

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Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

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Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:

Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.

**5034 N Hiatus Rd
Sunrise, FL 33351**

**Wire Transfer Bank Information Available
Upon Request.**

Proposal # : F01032401M

Proposal Amount: \$4,975.30

Payment Terms: 50% Deposit, 50% COD

Deposit Amount: \$2,487.65

Balance: \$2,487.65

Signature _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

Leg Extension / Leg Curl

VS-S711



- Angled pads and ideal pivot location promote full muscle contraction and alignment
- Back pad ratchets forward for easy adjustment from the seated position
- Dual-action CAM enables a smooth transition between exercises
- Adjustments are easily performed in the seated position
- Clearly indicated adjustments for ease of use

ADJUSTMENTS

Color coded pivots & points of adjustment	Yes
User adjustment range	12 user start options

FRAME & CABLES

Machine anchoring	Machine anchoring locations
Cable transmission	Internally lubricated cables & fittings
Frame color	Iced Silver
Frame finish	Proprietary two-coat powder process

TECH SPECS

Overall Dimensions (L x W x H)	177.6 x 118.3 x 167.1 cm / 69.9" x 46.6" x 65.8"
Product Weight (Standard Stack)	251 kg / 554 lbs.
Product Weight (Heavy Stack)	283 kg / 624 lbs.

USER AMENITIES

Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
Rear placards	Color-coded machine identification & machine specific stretching
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
Placard color coding	Blue (lower body)
Contoured seat	Yes
Personal storage	Bottle holder, storage area and towel holder (towel holder on rep counter only)

WARRANTY

Frame and welds (not coatings)	10 years
Weight Stacks	5 years
Pulleys & Pivot Bearings	5 years
Other Items Not Specified	3 years

Labor	3 years	
Upholstery/cables/grips/springs	1 year	
Accessories	6 months	
Air Filled Shock	90 days	

WEIGHT STACK

Incremental weight system	5 lbs (2.3 kg)
Consistent stack height	Yes
Weight stack guarding	Full front and rear shields
Standard Stack	72.6 kg / 160 lbs.
Heavy Stack	104.3 kg / 230 lbs.

Multi-adjustable Bench

VY-D85A-02



- Back adjusts into 5 positions: flat, 30, 45, 60 and 80 degrees
- Handle and wheels provide easy movement
- Seat adjusts into 2 positions

TECH SPECS

Shipping Weight	43 kg / 94 lbs.
Overall Dimensions (L x W x H)	147 x 56 x 48 cm / 58" x 22" x 19"

Tab 6

**AGREEMENT BETWEEN THE HERITAGE LANDING COMMUNITY
DEVELOPMENT DISTRICT AND MATTHEWS DESIGN GROUP, LLC
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 202___, by and between:

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, with a mailing address of c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("District"); and

MATTHEWS DESIGN GROUP, LLC, a Florida limited liability company, with a mailing address of 7 Waldo Street, St. Augustine, Florida 32084 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act"), as amended; and;

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES

- A.** The Engineer will provide general engineering services, including:
1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 3. Any other items requested by the Board of Supervisors.
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
 2. Processing of contractor's pay estimates.
 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other activity related to construction as authorized by the Board.
- C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 22.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work

product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. INDEPENDENT CONTRACTOR. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District. Engineer shall not have authority to hire persons as employees of the District.

ARTICLE 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service

hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 14. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual) Property Damage (including	\$ 1,000,000/\$2,000,000 \$1,000,000/\$2,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$500,000
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

ARTICLE 15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be

maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

ARTICLE 17. INDEMNIFICATION. Engineer shall indemnify, defend, and hold harmless the District, and the District's officers, employees and staff, wholly from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers, employees, and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

ARTICLE 18. COMPLIANCE WITH PUBLIC RECORDS LAWS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Rizzetta & Company, Inc.** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 436-6270 EXT 4631, INFO@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.

ARTICLE 19. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 20. CONTROLLING LAW; JURISDICTION AND VENUE. Engineer and the District

agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Lake County, Florida.

ARTICLE 21. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

ARTICLE 22. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Heritage Landing Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

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

B. If to the Contractor: Matthews Design Group
7 Waldo Street
St. Augustine, Florida 32084
Attn: _____

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

respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

ARTICLE 24. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

ARTICLE 25. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 26. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:

**HERITAGE LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

MATTHEWS DESIGN GROUP, LLC

Witness

By: _____
Its: _____

Exhibit A: Rate Schedule

Exhibit A

Under Separate Cover

Tab 7



Heritage Landing CDD Meeting

January 11, 2024, 1:00 p.m.

Date of Report: January 2, 2024

Todd Myhill, Amenity Manager

- **Concluded Events: Pictures with Santa—No Board Action Required**
 - 106 families participated in this two-night event out of 126 sign-ups. We had quite a few walk-ins. We provided a lot of hot chocolate and cookies that were so big, they were impossible to eat. At least that's what we told the kids! This was our first year with pets and due to heavy rain, we allowed one family at a time with their pet in the Heritage Room.



- **Concluded Events: Hammerheads Polar Plunge—No Board Action Required**
 - Residents had fun on December 30 with about 50 people in attendance for the Hammerheads' event.
- **Facility Information—No Board Action Required**
 - We hope to have Chomic Combat Karate up and running this first week of January, providing classes up to four nights a week, if we can complete paperwork efficiently. Otherwise, we'll be up and running by the second week of January.

Tab 8



**Heritage Landing CDD Meeting
January 11, 2024
Field Operations Manager Report
Date of report: 1/2/2024**

Silver Glen Well:



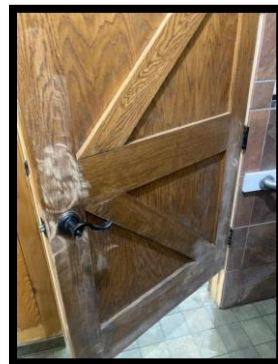
The well on Silver Glen Ave has been drilled ready for the next phase of the project to begin.

Heritage Room Floor:



Performing maintenance to the floor, work still in progress.

Main Restrooms:



Sanding and finishing some areas on the Wayne's coating and restroom doors. This project is also ongoing.

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: December 13, 2023

Biologists: Jim Charles

Client: Heritage Landing CDD

Waterways: Thirteen Ponds

Comments: Cloudy, 62° F and calm.

Pond 1: Pond was in good condition. The water level is good. Minor spatterdock noted.



Pond 2: Pond was in good condition this month. The water level is normal. Fountain running. Perimeter treatment last month for torpedo grass had good results.



Pond 3: Pond was in good condition. The water level is good. Treatment last month of perimeter for torpedo grass and Cogan grass on shoreline was effective.



Pond 4: Pond was in improved condition. Both fountains are running. Perimeter treatment last month for torpedo grass and spatterdock had good results. The second application of pond dye was effective.



Pond 5: Pond was in good condition. The water level is normal. Treatment for algae last month had good results.



Pond 6: Pond was in fair to good condition. The water level is normal. Treatment of perimeter for spike rush last month had good results.



Pond 7: Pond was in good condition. The water level is good.





Pond 8: Pond was in good condition. The water level is normal. Fountain running.



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



Pond 10: Pond was in good condition. The water level is good. Minor spatterdock noted.



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



Pond 12: Pond was in good condition. The water level is normal.



Pond 13: Pond was in fair to good condition. The water level is normal.



Jim Charles



6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: December 19, 2023

Fountain Tech: Tom Hair

Client: Heritage Landing CDD

Contact: Melissa Dobbins, Todd Myhill, Lourens Erasmus

Waterways: Fifteen Ponds

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

Pond 2 Fountain:



Pond 4 Fountain 1:



Pond 4 Fountain 2:



Pond 8 Fountain:



Total Additional Materials: 0

Please contact Charles Aquatics with any questions or comments.