

Heritage Landing Community Development District

Board of Supervisors' Meeting February 8, 2024

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

www.heritagelandingcdd.org

Professionals in Community Management

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 | Alex Acree | Matthews Design Group |

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**

February 1, 2024

AGENDA

Dear Board Members:

3.

4.

5.

The regular meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on February 8, 2024 at 6:00 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:

CALL TO ORDER/ROLL CALL 1.

AUDIENCE COMMENTS ON AGENDA ITEMS 2.

- Α.
- Consent Agenda 1. Consideration of the Minutes of the Board of Supervisors' Meeting held on January 11, 2024Tab 1 Ratification of the Operation and Maintenance Expenditures 2. for the month of December 2023......Tab 2 **STAFF REPORTS - PART A District Engineer** Α. Landscape and Maintenance......Tab 3 Β. **Consideration of Controller Installation Proposal** 1. Consideration of Single Station Battery Timer Replacement 2. 3. Consideration of Plant Removal/Sod Installation at Roundabout **BUSINESS ITEMS Review of Amenity Suspension** Α. **STAFF REPORTS - PART B** District Counsel Α. Β. Amenity Center and Field Maintenance Ámenity Manager Report......Tab 4 1. Consideration of Sports & Arts Summer Camp 2. Field Manager ReportTab 5 3. C. District Manager AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

6. 7. 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

| 1 2 | MINUTES OF MEETING | | | | | |
|--|---|--|--|--|--|--|
| 2 3 4 5 6 7 | 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. | | | | | |
| 8 9 | | HERITAGE LANDING ITY DEVELOPMENT DISTRICT | | | | |
| 10 11 12 13 | The regular meeting of the Heritage Landing Community Development District was held on Thursday, January 11, 2024, at 1:00 p.m. at the Heritage Landing Amenity Center, | | | | | |
| 14 15 16 | Present and constituting a | quorum: | | | | |
| 17 18 19 20 21 | Michael Taylor Kevin Austin Robert Och Achara Tarfa Christine Mallatt | Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary (speakerphone) Board Supervisor, Assistant Secretary | | | | |
| 22 23 | Also present were: | | | | | |
| 24 25 26 27 28 29 30 31 32 | Melissa Dobbins Wes Haber Scott Lockwood Lourens Erasmus Todd Myhill Jay King Thomas Rustici | District Manager, Rizzetta & Company, Inc. District Counsel, Kutak Rock LLC (speakerphone) District Engineer, ETM (speakerphone) General Manager, Vesta Property Services Amenity Manager, Vesta Property Services Vesta Property Services Account Manager, Brightview Landscape | | | | |
| 33 34 | Public present. | | | | | |
| 35 36 | FIRST ORDER OF BUSINESS | Call to Order | | | | |
| 37 38 | Mr. Taylor called the meeting to or | rder at 1:00 p.m. and read the roll call. | | | | |
| 39 40 | SECOND ORDER OF BUSINESS | S Public Comments | | | | |
| 41 42 | No comments. | | | | | |
| 43 44 | THIRD ORDER OF BUSINESS | Consent Items | | | | |
| 45 46 47 | Consideration of the Mir Meeting held December | nutes of the Board of Supervisors' ⁻ 14, 2023 | | | | |
| 48 49 50 | 2. Ratification of the Operation and Maintenance Expenditures for November 2023 | | | | | |

51 On a motion by Mr. Taylor, seconded by Mr. Austin, with all in favor, the Board approved the minutes of the Meeting held December 14, 2023, and ratified the Operation and Maintenance Expenditures for November 2023 in the amount of \$111,798.00, for the Heritage Landing Community Development District. 52 FOURTH ORDER OF BUSINESS Consideration of Resolution 2024-02; 53 **Conducting the General Election** 54 55 On a motion by Mr. Taylor, seconded by Mr. Austin, with all in favor, the Board adopted Resolution 2024-02; Conducting the General Election, for the Heritage Landing Community **Development District.** 56 FIFTH ORDER OF BUSINESS 57 **STAFF REPORTS - PART A** 58 59 Α. District Engineer Mr. Lockwood updated Board that the county fee was paid by the District 60 61 and next step is waiting for the permit to be able to switch out the street 62 signs. 63 Β. Landscape and Maintenance 64 65 The Board discussed reviewing options to replace the dead roses at round about in early spring and how the irrigation might need to be adjusted if sod 66 67 was installed. 68 69 SIXTH ORDER OF BUSINESS **Consideration of Fitness Equipment** 70 Proposals 71 72 The Board reviewed the proposals behind tab 5 of the agenda. 73 On a motion by Mr. Austin, seconded by Mr. Taylor, with all in favor, the Board approved the Max Force proposal for Fitness Equipment in the amount of \$3,507.79, for the Heritage Landing Community Development District. 74 SEVENTHORDER OF BUSINESS **Consideration of Agreement for** 75 **District Engineering Services** 76 77 On a motion by Ms. Mallatt, seconded by Mr. Taylor, with all in favor, the Board approved Matthews Design Group Inc. agreement for District Engineering Services, for the Heritage Landing Community Development District. 78 79 EIGHTH ORDER OF BUSINESS Staff Reports – PART B 80 District Counsel 81 Α. Mr. Haber reviewed with the Board their required Ethics Training that went 82 into effect January 1, 2024. He updated the Board that their Form 1 83 submittal will now be handled electronically through the state, and not a hard 84 copy turned into the county. 85

| 6 7 8 | | Insurance Agent is recomme | ditional insurance language that the District's ending in all agreements that have programs tha | | |
|-----------------------|-------------|--|--|--|--|
| 9 0 1 2 3 | | work directly with minors. The insurance agent recommends that agreements require programs to include sexual abuse and molestation "SAM" coverage for claims and allegations. They also recommend that thes programs have Workers Comp coverage for their employees, coaches and volunteers. | | | |
| 4 | | Б. I.I | | | |
| 5 | | | ne Board directed staff to amend all current | | |
| 6 7 | | - | anguage in new agreements to require the | | |
| | | additional insurance coverag | le. | | |
| 8 | В. | Amonity Contor and Field M | aintananaa | | |
| 9 | D. | Amenity Center and Field Ma | | | |
| 0 | | 1. Amenity Manager Re | pon pdate on 2023 Special Events. (Exhibit A.) | | |
| 1 | | | puale on 2023 Special Events. (Exhibit A.) | | |
| 2 | | 2 Field Manager Davis | | | |
| 3 | | 2. Field Manager Repor | | | |
| 4 | | | ed with the Board an additional sidewalk area | | |
| 5 | | | aired and to have pavers. After discussion, the | | |
| 6 | | | additional pavers with AllWeather in the | | |
| 7 | | amount of \$1,690.00 | | | |
| 8 | | | | | |
| 9 | | 3. Charles Aquatics Re | port | | |
| 0 | _ | | | | |
| 1 | C. | District Manager | | | |
| 2 | | | er this meeting she will touch base with | | |
| 3 | | <u> </u> | who will be the assigned District Engineer. | | |
| 4 | | | rd would like the District Engineer to meet with | | |
| 5 | | | al items and to come to the next few meetings | | |
| 6 | | in person to get more acqua | ainted. | | |
| 7 | | | | | |
| 3 | NINTH ORD | ER OF BUSINESS | Supervisor Requests and Audience | | |
| 9 | | | Comments | | |
|) | Supervisors | 5: | | | |
| 1 | | | | | |
| 2 | No comment | ts. | | | |
| 3 | | | | | |
| 4 | Audience: | | | | |
| 5 | | | | | |
| 6 7 | No comment | ts. | | | |
| 8 | TENTH ORD | DER OF BUSINESS | Adjournment | | |
| 9 | | | | | |
| | On a moti | on by Mr. Taylor, seconded by | Mr. Austin, with all in favor, the Board adjourne | | |
| | | | ge Landing Community Development District. | | |
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| 148 | Secretary/Assistant Secretary | Chairman/Vice Chairman |
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| 151 | | |

Heritage Landing Special Events, 2023

| Event Title & Description (include date of event and community name) | # of Participants | Cost |
|--|----------------------|-------------|
| HL: Dive-In Movie (3/10/23); 200 inflatable, extra-large pool noodles, pool slide open during the event, photo booth with LeBron James and Bugs Bunny | 200 | \$664.91 |
| HL: Spring Fling (4/15/23, 11am to 2pm) 5,000 Easter Eggs, Easter Bunny on site with toys and candy, 5 golden eggs with gift baskets, three food trucks. | 500 | \$4,494.49 |
| HL: Memorial Day (5/29/23, 11am to 2pm) DJ at the pool, lots of Patriotic Décor. | 550 | \$1,222.80 |
| HL: 4 th of July (7/4/23, 11am to 2pm) Catered hot dogs and hamburgers, chips and water; DJ music. | 724 | \$4,644.61 |
| HL: 80s Neon Pool Party (8/19/23, 6pm to 11pm) DJ playing 80s hits with laser lights, 800 glow sticks, 500 LED beachballs, giveaways, 2 Mr. Softee trucks giving away 500 free cones, pool slide open until 11pm. | 850 | \$4,883.24 |
| HL: Haunted House/Two Nights (10/17/23 and 10/18/23) 6pm to 9pm and 5pm to 8pm. Transformed the Heritage Room into a spooky maze of rooms and effects, animatronics, thunder and lightning, smoke machines, projections, and a LOT of candy. | 900 | \$2,349.06 |
| HL: Pictures with Santa/Two Nights (12/15/23 and 12/16/23) 3 hours each night. Reservations for pictures with Santa. Photo packages were available to residents for purchase or could take their own pictures. 600 double stuffed cookies, hot chocolate, letters to Santa with stamps and North Pole post mark; 500 easy ornament crafts to take home. | 500 | \$2,068.41 |
| | 4,224 | \$20,327.52 |

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 December 2023 Presented For Board Approval

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

The total items being presented: **\$212,896.51**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

| Vendor Name | Check Number | Invoice Number | Invoice Description | Invo | oice Amount |
|-------------------------------------|--------------|--|--|------|-------------|
| BrightView Landscape Services, Inc. | 100471 | 8684993 | Landscape Replacement 11/23 | \$ | 8,426.82 |
| BrightView Landscape Services, Inc. | 100472 | 8684998 | Plant Removal and Grading 11/23 | \$ | 7,398.42 |
| BrightView Landscape Services, Inc. | 100470 | 8687402 | Irrigation Repairs 11/23 | \$ | 982.80 |
| BrightView Landscape Services, Inc. | 100480 | 8697853 | Landscape Maintenance 12/23 | \$ | 21,424.00 |
| Charles Aquatics, Inc. | 100494 | 49520 | Fountain Maintenance 12/23 | \$ | 400.00 |
| Charles Aquatics, Inc. | 100493 | 49586 | Pond Maintenance 12/23 | \$ | 975.00 |
| Chiller Medic, Inc. | 100483 | 10875 | Replacement of Outdoor Unit for Gym | \$ | 795.00 |
| Christine Mallatt | 100485 | CM121423 | 11/23 Board of Supervisors Meeting 12/14/23 | \$ | 200.00 |
| COMCAST | ACH | 8495 74 140 0429787 | Internet Services 11/23 | \$ | 427.54 |
| Commercial Fitness Products, Inc. | 100473 | 11/23 Autopay AA03087 | Fitness Equipment Maintenance 03/23 | \$ | 115.00 |
| Court Surfaces of Florida, LLC | 100497 | 1771 | Courts Resurfaced / Convert 2 into | \$ | 27,990.00 |
| England, Thims & Miller, Inc. | 100476 | 211284 | pickleball w/equipment 12/23 Engineering Services 11/23 | \$ | 1,725.00 |
| Florida Department of Revenue | 100484 | 65-8015563124-2 Sales & Use Tax 11/23 | 65-8015563124-2 Sales & Use Tax 11/23 | \$ | 872.71 |

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

| Vendor Name | Check Number | Invoice Number | Invoice Description | Invo | ice Amount |
|---------------------------------------|--------------|-----------------------|---------------------------------------|------|------------|
| Florida Power & Light Company | ACH | 87098-35048 Autopay | Electric Services 11/23 | \$ | 4,447.04 |
| Florida Power & Light Company | ACH | Monthly Summary 11-23 | Electric Services 11/23 | \$ | 5,705.03 |
| Hardwick Fence, LLC | 100477 | Autopay 154119 | Pump Station Fence Installation 10/23 | \$ | 1,605.00 |
| Kevin Lee Austin | 100486 | KA121423 | Board of Supervisors Meeting 12/14/23 | \$ | 200.00 |
| Kutak Rock, LLP | 100478 | 3322669 | Legal Services 10/23 | \$ | 1,843.00 |
| Leslie Achara McNair-Tarfa | 100487 | AT121423 | Board of Supervisors Meeting 12/14/23 | \$ | 200.00 |
| Michael C. Taylor | 100488 | MT121423 | Board of Supervisors Meeting 12/14/23 | \$ | 200.00 |
| Northeast Quality Services LLC | 100490 | 32881 | Janitorial Services 11/23 | \$ | 700.00 |
| Northeast Quality Services LLC | 100489 | 33212 | Janitorial Services 12/23 | \$ | 700.00 |
| Partridge Well Drilling Company, Inc. | 100498 | 126674 | Irrigation Pump 12/23 | \$ | 10,150.00 |
| Poolsure | 100491 | 1.31296E+11 | Pool Chemicals 12/23 | \$ | 2,999.63 |
| Poolsure | 100499 | 1.31296E+11 | Pool Chemicals 01/24 - 12/24 | \$ | 36,931.44 |
| Rizzetta & Company, Inc. | 100469 | INV0000085747 | District Management Fees 12/23 | \$ | 5,900.00 |
| Robert Och | 100492 | RO121423 | Board of Supervisors Meeting 12/14/23 | \$ | 200.00 |

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

| Vendor Name | Check Number | Invoice Number | Invoice Description | Invo | pice Amount |
|----------------------------------|--------------|--------------------------------|---|------|-------------|
| Smith Electrical, Inc. | 100500 | 30529-B | Median Boring Project Final 12/23 | \$ | 24,495.00 |
| Smith Electrical, Inc. | 100479 | 30970 | Pedestrian Crossing Install 12/23 | \$ | 3,087.17 |
| Smith Electrical, Inc. | 100501 | 31044 | Add 240V service w/can 240' from | \$ | 6,897.69 |
| St Johns Utility Department | ACH | 503669-115198 11/23 | transformer 12/23 Water Services 11/23 | \$ | 785.27 |
| St Johns Utility Department | ACH | Autopay 533275-126033 11/23 | Water Services 11/23 | \$ | 58.21 |
| Turner Pest Control, LLC | 100495 | Autopay 618098159 | Pest Control Services 11/23 | \$ | 127.34 |
| Vesta Property Services, Inc. | 100474 | 415372 | Management Services 11/23 | \$ | 32,875.74 |
| Vesta Property Services, Inc. | 100496 | 415697 | Reimbursable Expenses 11/30 | \$ | 447.15 |
| VGlobal Tech | 100475 | 5654 | ADA Website Maintenance 12/23 | \$ | 250.00 |
| Waste Management Inc. of Florida | ACH | 0037018-4032-8 Autopay | Waste Disposal Service 12/23 | \$ | 359.51 |

Report Total

\$ 212,896.51

Tab 3

BrightView

Quality Site Assessment

Prepared for: Heritage Landing @ WGV

General Information

| DATE: | Wednesday, Jan 31, 2024 |
|-----------------------|---|
| NEXT QSA DATE: | Friday, Mar 01, 2024 |
| CLIENT ATTENDEES: | Lourens Erasmus, Melissa Dobbins, Joe Durkin BV Connect |
| BRIGHTVIEW ATTENDEES: | Joe Durkin |

Customer Focus Areas

Turf health, Annuals, Weed control, Plant Health, Athletic Field



Heritage Landing @ WGV



Maintenance Items









1 A more defined soft edge will look better around this volleyball court. Eric Martinez (production manager) will direct the crew to work toward a defined soft edge during regular maintenance visits and then maintain it going forward.

2 Turf on finger islands looks unhealthy - We are consulting with Agrowpro to ensure these are on their service plan. Eric is directing and reminding crew members to cut a proper height.

3 There are a few unhealthy looking turf areas throughout the community. Will confirm irrigation and consult with Agrowpro at each turf damage location to identify and prescribe proper treatment.

4 Tree bags have served their purpose and will be removed.

Heritage Landing @ WGV



Maintenance Items





5 Vetch (weed) is growing into shrubs and ornamental grassses in multiple areas on property. We will be addressing this month.

- 6 Weed pressure and sucker growth evident in beds visible from road along Heritage Landing Parkway. Eric will direct crew to handpull and treat.
- 7 Ant hills will be treated as seen.



Heritage Landing @ WGV



Recommendations for Property Enhancements





- 1 This pool area drain is low and gets clogged easily with mulch. Recommend modification.
- 2 Slope adjacent to tennis court is weeds. These turf weeds have not been treated as there is no turf to fill in. This is not a useful turf area, recommend converting to mulched shrub bed.

Heritage Landing @ WGV



Notes to Owner / Client









Athletic Fields have POA grass (weed) outbreak. Contracted Agrowpro and confirmed a treatment was applied week ending 1/27/24. Per Agrowpro, no pre-emergent was applied citing ongoing consideration for overseeding,

1

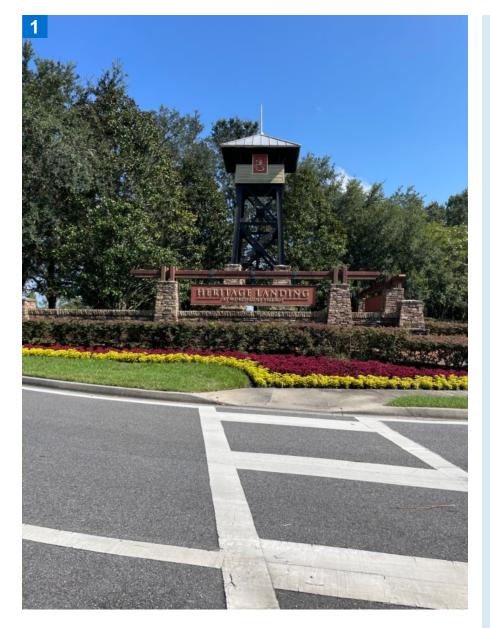
2 With irrigation back up and running, the annual rotation can commence. Steve McAvoy is working on the layout.

- 3 Turf area inside pool looks thin - Will confirm Agrowpro has this area on service plan and access to pool area on Mondays to ensure treatments happen. At this time of year, the turf is dormant/slow growing and won't fill in right away after weeds are dead. Look for this area to fill in nicely in the spring.
- 4 Walking the community, I noticed the shrubs look well groomed and that the turf looks good for the time of year. This month, we'll prioritize bed weed eradication, height reduction of certain

Heritage Landing @ WGV

hedgerows, crisping up the hard/soft edges, and attending to turf heath issues noted BrightView

Completed Items



Summer annuals have been installed and look vibrant

1



Proposal for Extra Work at Heritage Landing @ WGV

| Property NameHeritage Landing @ WGVProperty Address370 Heritage Landing Pkwy | Heritage Landing @ WGV | Contact | Lourens Erasmus | | |
|--|--|---------------------|---|--|--|
| | 0 0 , | То | Heritage Landing CDD | | |
| | Saint Augustine, FL 32092 | Billing Address | c/o Rizzetta and Company Inc 370 Heritage Landing Pkwy | | |
| | | | St Augustine, FL 32092 | | |
| Project Name | Heritage Landing: Install Controller, Co | nventional wire and | 1 24V Solenoids to run valves on Silver G | | |
| Project Description | Heritage Landing: Install Controller, Co valves on Silver G | nventional wire and | 24V Solenoids to run | | |
| | 0 | £ \A/ a whe | | | |

Scope of Work

| QTY | UoM/Size | Material/Description | Unit Price | Total |
|-------|----------|--|------------|------------|
| 1.00 | EACH | Hunter ICC2 Controller | \$645.00 | \$645.00 |
| 1.00 | LUMP SUM | 18/13 Multi-strand wire, 24V solenoids and splice kits | \$2,580.00 | \$2,580.00 |
| 1.00 | EACH | Trencher Rental | \$387.00 | \$387.00 |
| 24.00 | HOUR | Labor | \$86.40 | \$2,073.60 |

For internal use only

 SO#
 8328284

 JOB#
 460802023

 Service Line
 150

Total Price

\$5,685.60

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

- 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.
- 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 we II 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.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- 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.
- 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.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 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 r e l a t e d 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.
- 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.
- 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 hid d en 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.

 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.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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

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

Customer

| Signature | Title | Property Manager |
|-----------------|-------|------------------|
| Lourens Erasmus | | January 31, 2024 |
| Printed Name | Date | |

BrightView Landscape Services, Inc. "Contractor"

| | | Irrigation Manager |
|--------------------|-------|--------------------|
| Signature | Title | |
| | | |
| Juwan Lamar Dupree | | January 31, 2024 |

Job #: 460802023

| SO #: | 8328284 | Proposed Price: | \$5,685.60 |
|-------|---------|-----------------|------------|



Proposal for Extra Work at Heritage Landing @ WGV

| Property Name | Heritage Landing @ WGV | Contact | Lourens Erasmus |
|---------------------|--------------------------------------|----------------------|---|
| Property Address | 370 Heritage Landing Pkwy | То | Heritage Landing CDD |
| | Saint Augustine, FL 32092 | Billing Address | c/o Rizzetta and Company Inc 370 Heritage Landing Pkwy |
| | | | St Augustine, FL 32092 |
| Project Name | Heritage Landing @WGV: Replace faile | ed battery timers or | valves down Silver Glen |
| Project Description | Heritage Landing @WGV: Replace faile | ed battery timers or | valves down Silver Glen |
| | • | 6 M M | |

Scope of Work

| QTY | UoM/Size | Material/Description | Unit Price | Total |
|----------|----------|-------------------------------------|------------|------------|
| 9.00 | EACH | Hunter Single Station Battery Timer | \$309.60 | \$2,786.40 |
| 4.00 | HOUR | LABOR | \$86.40 | \$345.60 |

For internal use only

 SO#
 8328276

 JOB#
 460802023

 Service Line
 150

Total Price

\$3,132.00

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

- 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.
- 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 we II 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.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- 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.
- 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.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 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 r e l a t e d 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.
- 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.
- 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 hid d en 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.

 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.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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

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

Customer

| Signature | Title | Property Manager |
|-----------------|-------|------------------|
| Lourens Erasmus | | January 31, 2024 |
| Printed Name | Date | |

BrightView Landscape Services, Inc. "Contractor"

| | | Irrigation Manager |
|--------------------|-------|--------------------|
| Signature | Title | |
| | | |
| Juwan Lamar Dupree | | January 31, 2024 |

Job #: 460802023

| SO #: | 8328276 | Proposed Price: | \$3,132.00 |
|-------|---------|-----------------|-------------|
| | OOLOLIO | | \$0, IOL.00 |



Proposal for Extra Work at Heritage Landing @ WGV

| Property Name Property Address | Heritage Landing @ WGV 370 Heritage Landing Pkwy St Augustine, FL 32092 | Contact To Billing Address | Lourens Erasmus Heritage Landing CDD c/o Rizzetta and Company Inc 370 Heritage Landing Pkwy St Augustine, FL 32092 |
|-----------------------------------|---|----------------------------------|--|
| Project Name | Silver Glenn roundabout area | | |
| Project Description | remove the Schilings hedge and other | declining plants and | d install sod. |

Scope of Work

| | QTY | UoM/Size | Material/Description |
|------|------------|----------|---|
| | 1.00 | LUMP SUM | Mobilization to remove existing plants and prep area for sod. |
| Pla | int remova | al | |
| | 1.00 | LUMP SUM | Remove existing plants |
| Irri | gation | | |
| | 1.00 | LUMP SUM | Irrigation Check |
| So | d | | |
| | 5.00 | PALLET | St. Augustine sod |
| | | | |

For internal use only

 SO#
 8317903

 JOB#
 460802023

 Service Line
 130

Total Price

\$3,648.00

TERMS & CONDITIONS

- 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.
- 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 we I 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.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- 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.
- 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.
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- 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 additional costs or damages for additional work not described herein, or liable for any additional costs or damages for additional work not described herein, or liable for any additional costs or damages for additional work not described herein, or liable for any contractor cannot be held responsible for unknown or otherwise hild dein defects. Any contractor 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 Coustmer. 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.

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- 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.

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

Customer

| Signature | Title | Property Manager |
|-----------------|-------|------------------|
| Lourens Erasmus | Date | January 15, 2024 |

BrightView Landscape Services, Inc. "Contractor"

| | | Account Manager |
|----------------|-------|------------------|
| Signature | Title | |
| | | |
| Thomas Rustici | | January 15, 2024 |

Job #: 460802023

| SO #: | 8317903 | Proposed Price: \$3,648.00 |
|-------|---------|----------------------------|

Tab 4



Heritage Landing CDD Meeting

February 8, 2024

Date of Report: January 26, 2024

Todd Myhill, Amenity Manager

• Suspension of a Minor—Board Action Required

• On January 19, 2024, during Food Truck Friday, a resident minor brought a BB gun to the amenity center and created an incident by drawing the gun and telling other resident minors that it was a 9mm. Police were called to the amenity center. We determined this to be a serious infraction, requiring the Board's review.

• Sports and Arts Summer Camp—Board Action Required

• Sports and Arts would like to present a seven-week summer camp again this year, following their success with last year's camp. The fee will be \$275 per child per week, with a \$250 Early Bird discount and sibling discount. Please see Sports and Arts' Summer Camp proposal attached to this report.

<u>Facility Information—No Board Action Required</u>

- Vesta is introducing Champion Swim to Heritage Landing this spring. After two seasons of testing the Champion Swim program at other facilities, Vesta is excited to introduce the program to Heritage Landing residents. We will begin advertising at the beginning of February and swim lessons will start in March. This program will provide 10% of all revenue to the District.
- We will begin hiring lifeguards in February. We have a great group of returning guards who will be ready to start Spring Break. Vesta has six lifeguard training sessions between February 10 and March 31 to ensure we have an ample supply of trained guards for summer.
- Amenity Athletics extended Spring Soccer registration an additional week, or until February 4.



SUMMER CAMP 2024 AT HERITAGE LANDING

- Summer camp will run for 7 weeks from June 3rd to July 26th (No camp the week of 4th of July).
- Our hours of operation will be 8:00 a.m. to 4:00 p.m.
- Our price is \$275 per week with a 10% Early Bird Special and 10% Siblings discount available.
- We will have a 12-to-1 student to staff ratio.
- Heritage Landing Residents will have 3 weeks to register with an EARLY BIRD price before registration opens to other neighborhoods.
- We will be using the pool at 11am once the lifeguards go on duty. We will use the pool 3 times a week on Mondays (1pm), Wednesdays, and Fridays.
- Campers will be dropped off between 8:00 a.m. and 8:30 a.m. to the Heritage Room. Upon dismissal a staff member will have a table outside of the HL Heritage room to check parent signature and walk students out.
- We will have Summer Camp signage to indicate where the Camp is located.
- Staff are CPR and first-aid certified.
- Tables will be covered during art and cleaned at the end of each camp day.
- Garbage will be thrown out daily into the dumpster and trash bags will be replaced.
- We understand there will be 2 CDD meetings during the summer while we run camp. On those afternoons we will not use the Heritage Room and plan activities on the field or courts.
- To address the scheduling conflicts with Destiny Dance we will conduct an outdoor activity during that time. Parents will be notified that they should pick up students from the soccer fields in front of the Amenity Center or outside area with a fireplace.
- To address the scheduling conflict on Friday mornings, our staff will arrange the room by pushing the tables to the perimeter and as noted in our tentative schedule our students will be scheduled for an outdoor activity at that time so that Mary Time Music can have the Heritage Room.
- Attached is a tentative schedule.





| | S | UMMFR | CAMP 2 | 2024 🔜 | |
|----------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| TIME | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
| 8am-8:45am | ARRIVAL/MORNING SNACK | ARRIVAL/MORNING SNACK | ARRIVAL/MORNING SNACK | ARRIVAL/MORNING SNACK | ARRIVAL/MORNING SNACK |
| 9:00am-10:30am | TENNIS | BASKETBALL | TENNIS | FLAG FOOTBALL | SOCCER |
| 10:45-11:45am | Basketball | FLAG FOOTBALL | Change and SWIM | SOCCER | Change and SWIM |
| 11:45-12:30pm | LUNCH | LUNCH | LUNCH | LUNCH | LUNCH |
| 12:30-1:45pm | DANCE | ART | DANCE | ART | DANCE |
| 2pm-3:15pm | SOCCER | DANCE | SOCCER | DANCE | BASKETBALL |
| 3:15pm-3:45pm | SNACK & GAMES |
| 3:45pm-4pm | DISMISSAL | DISMISSAL | DISMISSAL | DISMISSAL | DISMISSAL |
| | | | | | |



HERITAGE LANDING

Reserve your Sessions

- Session 1: May 1st 31st
- Session 2: June 1st 30th
- Session 3: July 1st 31st
- Session 4: August 1st 31st
- Session 5: September 1st-30th



Call today to learn more! 904-265-4935 CHAMPIONSWIMSCHOOLS.COM



Tab 5



Heritage Landing CDD Meeting February 8, 2024 Field Operations Manager Report Date of report: 1/30/2024

Amenity Center Wall:



Bricks were chemically treated.

Amenity Center Sidewalk:



New pavers were installed and large roots removed.

Steamboat Irrigation Pump:



Our irrigation 20hp motor was dead, the board approved to have it replaced and a new VFD installed. Once the pump system was pulled out of the water they found the head portion of the pump was cracked and posed a thread of breaking off and plugging the borehole. The head unit and down pipe were replaced for an additional \$6,100.

Median Island Light:



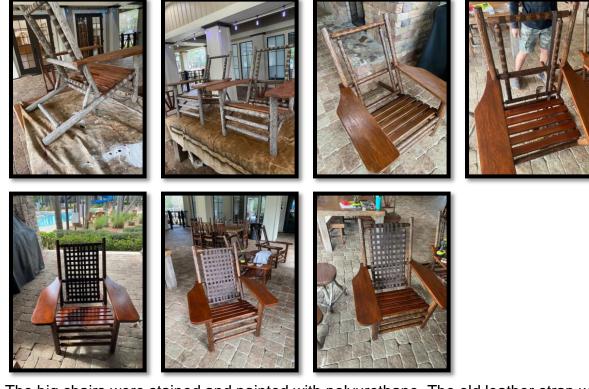
The old solar light was removed at the Swallowtail intersection and a new overhead led pedestrian pole light was installed. So far I have only received positive feedback.

Heritage Room Floor:



Stained the Heritage Room floor to blend scratches.

Deck Furniture:



The big chairs were stained and painted with polyurethane. The old leather strap were removed and replaced with a strong nylon strap material.

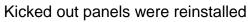
FPL Graffiti:



We removed it to the best of our abilities.

General Maintenance:







Windscreens that came down during strong winds were put back up



HVAC filters replaced





Treated the monuments and curb in front of Legacy for some growth.



Treated the fence that face SR16 for a cleaner appearance.

Lourens Erasmus General Manager



370 Heritage Landing Pkwy Saint Augustine, FL 32092 P: 904.940.6095 C: 904.536.6217 www.VestaPropertyServices.com

Tab 6



Fax: 904-807-9158

6869 Phillips Pkwy Dr. South Jacksonville Fl 322569158Phone: 904-997-0044

Service Report

Date: Jan 30, 2024

Biologists: Jim Charles

Client: Heritage Landing CDD

Waterways: Thirteen Ponds

Comments: Windy, 52° F

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



Pond 2: Pond was in good condition. The water level is normal. Fountain running.



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 good condition. Both fountains are running. Added Pond dye...forgot photo.

Pond 5: Pond was in good condition. The water level is normal.



Pond 6: Pond was in overall good condition. The water level is normal.



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 good condition. The water level is normal.



Jim Charles