



Rizzetta & Company

Heritage Landing Community Development District

**Board of Supervisors' Meeting
May 9, 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	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**

May 2, 2024

FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **May 9, 2024 at 6:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consent Agenda.....Tab 1
 - 1.) Consideration of the Minutes of the Board of Supervisors’ Meeting held on April 11, 2024
 - 2.) Consideration of the Minutes of the Budget Workshop held April 15, 2024
 - 3.) Ratification of the Operation and Maintenance Expenditures for March 2024
 - B. Consideration of VGlobal ADA Website Compliance Amended Proposal.....Tab 2
- 4. STAFF REPORTS - PART A**
 - A. District Engineer
 - B. Landscape and Maintenance.....Tab 3
 - 1.) Consideration of Landscape Enhancement Proposal(s)
- 5. BUSINESS ITEMS**
 - A. Consideration of Solid Waste Proposal(s).....Tab 4
 - B. Consideration of Tennis Court Fence Repair Proposal.....Tab 5
 - C. Consideration of Parking Lot Repair Proposal(s).....Tab 6
 - D. Review of Pickleball Policies.....Tab 7
 - E. Presentation of Proposed Budget for Fiscal Year 2024-2025.....Tab 8
 - 1.) Consideration of Resolution 2024-03; Approving the Fiscal Year 2024-2025 Proposed Budget and Setting the Public Hearing
- 6. STAFF REPORTS - PART B**
 - A. District Counsel
 - B. Amenity Center and Field Maintenance.....Tab 9
 - 1.) Amenity Manager Report
 - i.) Consideration Anchor Aquatics Swim Lessons Agreement
 - 2.) Field Manager Report
 - 3.) Charles Aquatics Report
 - i.) Grass Carp Stocking Service Report
 - C. District Manager.....Tab 10
 - 1.) Presentation of Registered Voter Count
- 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

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 **April 11, 2024, 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>(teleconference)</i>

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock LLC <i>(teleconference)</i>
Alex Acree	District Engineer, Matthews Design <i>(teleconference)</i>
Jay King	Vice President, Vesta Property Services
Lourens Erasmus	General Manager, Vesta Property Services
Steve McAvoy	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 March 14, 2024
- 2.) Ratification of the Operation and Maintenance Expenditures for February 2024

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board approved the minutes of the Meeting held March 14, 2024, and ratified the Operation and Maintenance Expenditures for February 2024, in the amount of \$158,658.24, for the Heritage Landing Community Development District.

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FOURTH ORDER OF BUSINESS

STAFF REPORTS - PART A

A. District Engineer

Mr. Acree presented the proposal from Matthews Design (Exhibit A) to complete the 2024 District Engineer's report at a cost of \$10,300. A brief discussion ensued.

On a motion by Mr. Austin, seconded by Ms. Tarfa, with all in favor, the Board approved the Matthews Design proposal to complete the District Engineer's report \$10,300.00, for the Heritage Landing Community Development District.

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Mr. Erasmus informed the Board of a resident concern regarding the water level behind his home within the Preserve area. Following a brief discussion, the Board directed Mr. Acree to inspect the area during one of his regular site visits.

B. Landscape and Maintenance

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Mr. McAvoy reviewed his report behind Tab 3. The Board requested that the hedges between the Heritage Landing Room and the pool be leveled out to match the height of the newly installed hedges. The Board also requested that they allow the RV lot hedges to grow to provide more privacy to this facility.

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Mr. Erasmus provided the Board with a proposal (**Exhibit B**) from Brightview for tree work to help treat Cogan Grass. A brief discussion ensued.

On a motion by Mr. Och seconded by Mr. Taylor, with all in favor, the Board approved the Brightview proposal in the amount of \$1,166.40 for tree work for the Heritage Landing Community Development District.

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Mr. Erasmus provided the board with a proposal (**Exhibit C**) from Brightview, noting that it replaces the proposal behind Tab 7.

On a motion by Mr. Austin, seconded by Mr. Taylor, by majority vote, Mr. Och opposed, the Board approved the Brightview proposal in the amount of \$2,530.44 for replacement plant material, for the Heritage Landing Community Development District.

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FIFTH ORDER OF BUSINESS

Review of Amenity Suspension

Discussion was held regarding modifying the Suspension Guideline Policies to reflect the violation of "Jumping the Bridge or Pier" as a Level 2 offense for First Offenders Only and based the suspension of the minors on that change.

On a motion by Mr. Austin, seconded by Mr. Och, with all in favor, the Board approved the modification of the "Suspension Guideline Policies", as discussed, and determined that all three minors (MC, KP and LM) would be suspended for 60 days, for the Heritage Landing Community Development District.

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SIXTH ORDER OF BUSINESS

Review of Pickleball Policies

It was decided to review additional options regarding the policies and reservation system during the May meeting.

SEVENTH ORDER OF BUSINESS

Staff Reports – Part B

A. District Counsel

Mr. Haber stated that he is required to have a board member review his response to the auditors regarding the Adkins Construction Company LLC and James McCarthy matters. The Board authorized the Chair to review counsel's written response before it is submitted to the auditor.

B. Amenity Center and Field Maintenance

Mr. Erasmus reviewed a request for a second non-food truck to be able to come on Wednesday since there are fewer food trucks scheduled that day. The Board approved.

1.) Amenity Manager Report

Mr. Erasmus reviewed the Amenity Manager's report behind Tab 5 on Mr. Myhill's behalf. There were no questions on the report.

2.) Field Manager Report

Mr. Erasmus provided an update regarding recent damage to the fence along SR 16 in the back of the community where a suspect was chased by police and drove through the fence. Following a brief discussion, the Board requested getting a price to replace the full fence in the tan color since the color match is no longer available. The Board also agreed to move forward with pressing charges for the damage.

3.) Update on Amenity Shrub Removal Pricing

This matter was addressed during the Landscape and Maintenance discussions.

4.) Update on Pavers at Amenity Center

No Discussion

C. District Manager

Ms. Dobbins informed the Board that she received an insurance check for

131 \$18,524.36 regarding lightning damage to the irrigation well that had to be replaced. She
132 also reminded them of the budget workshop scheduled for April 15th at 10 am.
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134 **EIGHTH ORDER OF BUSINESS** **Supervisor Requests and Audience**
135 **Comments**

136 **Supervisors:**

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138 There were no Supervisor requests put forward at this time.
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140 **Audience:**

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142 There were no audience comments.
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144 **NINTH ORDER OF BUSINESS** **Adjournment**
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On a motion by Mr. Taylor, seconded by Ms. Tarfa, with all in favor, the Board adjourned the meeting at 3:06 p.m., for the Heritage Landing Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Exhibit A



April 9, 2024

Melissa Dobbins
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
904-436-6270, Ext. 0034
MDobbins@rizzetta.com

Re: Additional Services Proposal for Professional Engineering Services
Project Name: Heritage Landing CDD
Project No.: 23276.00

Dear Melissa:

Matthews | DCCM is pleased to offer you this additional services proposal to provide continued engineering services associated with the Engineer's Report for the Heritage Landing CDD (Project) located 370 Heritage Landing Parkway in St. Augustine, Florida, in St. Johns County, Florida.

Summary of Additional Tasks:

III – 2024 Engineer's Report

Matthews | DCCM will provide observation inspections for the CDD Owned Tracts / Property, Stormwater Management Facilities and project upland perimeter to document current conditions and visible deficiencies. Matthews will provide (4) days of inspection. Visits will be coordinated in advance with CDD so that any notice may be posted for residents in advance as needed. An Engineer's Report will be provided that identifies areas in good working order and those requiring maintenance. Any areas requiring repair will be identified and provided with proposed solution and repair estimate.

Fees for Engineer's report will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$10,300, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.

The location limits for the engineer's report will include:

- 1. Storm Water Management Facilities 1 through 13,*
- 2. the four pocket parks within the Heritage Landing Development,*
- 3. the Amenity Center, and*
- 4. RV Parking Area.*

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely,
Matthews | DCCM

A handwritten signature in blue ink, appearing to read "A. Acree".

Alex R. Acree, PE
Vice President of Production

Billing Rates

Personnel Classification	Rate Range
PRINCIPAL/SENIOR LEADS	
Principal	\$365.00
VP	\$275.00 - \$300.00
Division Lead	\$260.00 - \$285.00
Program Manager	\$240.00 - \$265.00
SENIOR PROFESSIONAL	
Senior Professional Engineer	\$200.00 - \$270.00
Senior Planner	\$210.00 - \$230.00
Senior Landscape Architect	\$220.00 - \$260.00
Senior Construction Inspector	\$195.00 - \$210.00
PROFESSIONAL	
Professional Engineer	\$230.00 - \$240.00
Project Engineer	\$160.00 - \$190.00
Planner	\$160.00 - \$190.00
Landscape Architect	\$170.00 - \$190.00
Construction Inspector	\$170.00 - \$180.00
DESIGNER	
Senior CAD Designer and Senior Engineering Tech	\$180.00 - \$200.00
Senior Landscape Designer	\$180.00 - \$200.00
CAD Designer and Engineering Tech	\$130.00 - \$170.00

SUPPORT STAFF	
Controller	\$150.00 - \$200.00
Graphic Designer	\$100.00 - \$140.00
Senior Graphic Designer	\$140.00 - \$180.00
Project Administrator and Project Coordinator	\$95.00 - \$120.00
ARCHITECTURE	
Project Manager, Architect	\$200.00 - \$255.00
Project Architect	\$170.00 - \$190.00
Project Coordinator, Architect	\$140.00 - \$170.00
Intern Architect	\$115.00 - \$140.00
CA, Architect	\$220.00 - \$240.00
Specifications Writer	\$220.00 - \$240.00
SURVEYING	
Project Director, Survey	\$215.00 - \$245.00
Senior Surveyor	\$170.00 - \$200.00
Senior GIS Enterprise Administrator	\$170.00 - \$200.00
Project Surveyor	\$155.00 - \$185.00
Project GIS Developer, Survey	\$155.00 - \$185.00
Staff Surveyor	\$135.00 - \$165.00
Staff GIS Analyst	\$135.00 - \$165.00
Four Man Field Crew	\$215.00 - \$245.00
Three Man Field Crew	\$195.00 - \$215.00
Two Man Field Crew	\$170.00 - \$200.00
One Man Field Crew	\$150.00 - \$180.00
One Man Crew (GPS/RTK)	\$200.00 - \$230.00
Two Man Crew (GPS/RTK)	\$215.00 - \$245.00
CADD Technician, Survey	\$115.00 - \$145.00
GIS Technician	\$115.00 - \$145.00
Field Technician, Survey	\$95.00 - \$125.00

h) **Reimbursable/Direct Expenses.** Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:

- Mileage will be billed per current IRS rates.
- Production costs will be billed at the following rates:
 - Paper copies:
 - 8½"x11" B&W - \$0.27 each
 - 8½"x11" Color - \$0.50 each
 - 11"x17" B&W - \$0.55 each
 - 11"x17" Color - \$0.88 each
 - Plots 24" x 36":
 - Black line plots - \$2.20 each
 - Color plots - \$55.00 each
 - Mylar - \$44.00 each
 - Binding: \$5.50 per book
 - Foam Board Mounted Color Plots: \$71.50 each
 - CD containing project data (i.e., CAD files, photographs, documents, etc.): \$13.20/each

The following will be billed at cost plus 15%:

- Travel and hotel expenses
- Shipping and delivery, including UPS shipping and courier services



Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Lourens Erasmus
Property Address	370 Heritage Landing Pkwy St Augustine , FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company Inc 370 Heritage Landing Pkwy St Augustine, FL 32092
Project Name	Heritage Landing- tree work Cogan grass area		
Project Description	enhancement		

Scope of Work

This quote is to elevate palm trees along lake bank and push back wood line to allow us to gain better access to treat Cogan Grasses in this area. Additional pruning may be needed to access additional areas once we get this opened up to see how far Cogan grass has spread into wooded area.

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Cogan grass area- push back wood line and elevate palms along lake side to enable us to treat Cogan grasses

For internal use only

SO# 8384177
 JOB# 460802023
 Service Line 130

Total Price \$1,166.40

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

16. Tree & Stump Removal. Trees removed will be cut as close to the ground as possible based on conditions noted 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 for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability. Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

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

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

Customer:

Property Manager

Lourens Erasmus
Printed Name

April 11, 2024
Date

BrightView Landscape Services, Inc. "Contractor"
Account Manager

Signature Title

Steve McAvoy

April 11, 2024

Printed Name Date

Job #: 460802023

SO #: 8384177

Proposed Price: \$1,166.40



Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Lourens Erasmus
Property Address	370 Heritage Landing Pkwy St Augustine, FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company Inc 370 Heritage Landing Pkwy St Augustine, FL 32092

Project Name Heritage- North side of pool area plant removal
Project Description enhancement

Scope of Work

May require irrigation repair for accidental damages. Would be time and materials only if needed

QTY	UoM/Size	Material/Description	Total
Plant removal north side of pool section 1			\$1,360.80
1.00	LUMP SUM	Mobilization and labor to remove plant material and mulch inside pool area indicated on attached map rough grade area and haul away debris. Dump fee included	
Section 2			\$1,169.64
1.00	LUMP SUM	Mobilization and labor to remove plant material and mulch inside pool area indicated on attached map rough grade area and haul away debris. Dump fee included	



For internal use only

SO# 8366394
JOB# 460802023
Service Line 130

Total Price \$2,530.44

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

16. **Tree & Stump Removal** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) 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 Lourens Erasmus Printed Name	Title Property Manager Date April 11, 2024
---	---

BrightView Landscape Services, Inc. "Contractor"	
Account Manager	
Signature Steve McAvoy Printed Name	Title Property Manager Date April 11, 2024

Job #: 460802023	SO #: 8366394	Proposed Price: \$2,530.44
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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 **budget workshop** of the Heritage Landing Community Development District was held on **April 15, 2024, 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

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Jay King	Vice President, Vesta Property Services
Lourens Erasmus	General Manager, Vesta Property Services
Todd Myhill	Amenity Manager, Vesta Property Services

Public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Taylor called the workshop to order at 1:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Public Comments

No comments.

THIRD ORDER OF BUSINESS

**Discussion Regarding Fiscal Year
2024/2025 Proposed Budget**

Ms. Dobbins reviewed the draft of the proposed budget and a lengthy discussion ensued. Revisions were made to the line items for Security Services, Amenity Management, and Miscellaneous Contingencies. The Board also requested that a line item be added for future capital projects.

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FOURTH ORDER OF BUSINESS

Adjournment

The workshop adjourned at 4:04 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

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 March 2024 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2024 through March 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$101,170.16**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AA Gutter Services	100586	2952	Gutter Box Replacement 03/24	\$ 395.00
Art-Z-Faces, Inc.	100569	030724	Airbrush Artists for Spring Fling 03/24	\$ 850.00
BrightView Landscape Services, Inc.	100562	8800401	Controller for Well Install back of Silver Glen 02/24	\$ 5,685.60
BrightView Landscape Services, Inc.	100563	8800415	Sprinkler Repairs for Well Install back of Silver Glen 02/24	\$ 1,530.58
BrightView Landscape Services, Inc.	100565	8812958	Landscape Maintenance 03/24	\$ 21,424.00
BrightView Landscape Services, Inc.	100587	8833360	Misc Pipe & Fittings 03/24	\$ 928.50
BrightView Landscape Services, Inc.	100588	8833436	Irrigation Repair 03/24	\$ 4,356.85
BrightView Landscape Services, Inc.	100589	8833444	Schedule Pipe & Fittings 03/24	\$ 3,043.75
Charles Aquatics, Inc.	100581	50179	Pond Maintenance 02/24	\$ 100.00
Charles Aquatics, Inc.	100582	50194	Fountain Maintenance 03/24	\$ 400.00
Charles Aquatics, Inc.	100583	50258	Pond Maintenance 03/24	\$ 975.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Christine Mallatt	100573	CM031424	Board of Supervisors Meeting 03/14/24	\$ 200.00
COMCAST	20240304-1	8495 74 140 0429787	Internet Services 02/24	\$ 512.85
England, Thims & Miller, Inc.	100571	02/24 Autopay 211847	Engineering Services 12/23	\$ 102.50
England, Thims & Miller, Inc.	100570	212438	Engineering Services 01/24	\$ 487.62
England, Thims & Miller, Inc.	100566	212710	Engineering Services 02/24	\$ 282.62
Florida Department of Revenue	20240311-2	65-8015563124-2 Sales & Use Tax 02/24	65-8015563124-2 Sales & Use Tax 02/24	\$ 514.82
Florida Power & Light Company	20240311-1	87098-35048 02/24	Electric Services 02/24	\$ 4,463.94
Florida Power & Light Company	20240313-1	Autopay Monthly Summary 02/24	Electric Services 02/24	\$ 5,511.51
Gannett Florida LocaliQ	100567	Autopay 475 0006269746	Account #968025 Legal Advertising 02/24	\$ 78.88
Heritage Landing CDD	DC 032024	DC 032024	Debit Card Replenishment	\$ 1,973.61
Kevin Lee Austin	100574	KA031424	Board of Supervisors Meeting 03/14/24	\$ 200.00
Kutak Rock, LLP	100575	3366033	Legal Services 01/24	\$ 1,287.50

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Leslie Achara McNair-Tarfa	100576	AT031424	Board of Supervisors Meeting 03/14/24	\$ 200.00
Matthews Design Group LLC	100577	190665	Engineering Services 02/24	\$ 1,416.20
Michael C. Taylor	100578	MT031424	Board of Supervisors Meeting 03/14/24	\$ 200.00
Northeast Quality Services LLC	100584	34105	Janitorial Services 03/24	\$ 700.00
Progressive Entertainment, Inc.	100572	1280369	DJ & Lights for Spring Fling 03/24	\$ 1,159.00
Progressive Entertainment, Inc.	100579	12810369-B	DJ & Lights for Spring Fling 03/24	\$ 1,159.00
Rizzetta & Company, Inc.	100561	INV0000087908	District Management Fees 03/24	\$ 5,900.00
Robert Och	100580	RO031424	Board of Supervisors Meeting 03/14/24	\$ 200.00
St Johns Utility Department	20240318-2	503699-115198 02/24 Autopay	Water Services 02/24	\$ 780.98
St Johns Utility Department	20240318-1	533275-126033 02/24 Autopay	Water Services 02/24	\$ 68.88
Turner Pest Control, LLC	100564	Termite Servicing Agreement Renewal	Termite Servicing Agreement Renewal 03/24	\$ 175.00
Vesta Property Services, Inc.	100568	417885	Management Services 02/24	\$ 33,208.83

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VGlobal Tech	100585	5932	ADA Website Maintenance 03/24	\$ 250.00
Waste Management Inc. of Florida	20240315-1	0039905-4032-4 Autopay	Waste Disposal Service 03/24	<u>\$ 447.14</u>
Report Total				<u>\$ 101,170.16</u>

Tab 2

Heritage Landing CDD

(URL: <https://heritagelandingcdd.org/>) Website Type: Medium

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
Jan 1 st , 2024	1.0	New Proposal	VB Joshi, Kristen T
April 16 th , 2024	2.0	Updated Pricing	VB Joshi



VGlobalTech's Industry Leading ADA & WCAG Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 200 ADA & WCAG compliant websites created (...and counting) to-date!

Visit <https://vglobaltech.com/website-compliance/> for details.

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Any violations are punishable under the law and shall be prosecuted.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

3.1 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section.

Maintenance contract is required to receive VGlobalTech’s proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc.). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. Update turnaround time – less than 24 hrs. from customer sending the content and documents to be updated to VGT team.
2.	PDF Documents conversion (to Text, HTML etc.) as needed (new documents during the maintenance year only) for ADA Compliance / Reader Compliance. VGlobalTech’s proprietary batch conversion software is included as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents you can convert per month using VGlobalTech’s software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech’s ADA Compliance Seal – Every Quarter – Included in this cost
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	<p>Total Monthly Maintenance with full content upload, document conversion and Hosting: \$175 / month</p> <p>*Monthly maintenance must be paid before the 10th of every month</p>

3.2 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has developed a unique program for digital accessibility that is run by a highly skilled and experienced team in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall, the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand.

Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

Cost for Audit: **\$100 / per quarter**

- Can be paid yearly (\$400) or can be paid per audit every quarter (\$100) – billed separately
- All CDD required website documents' conversions to compatible formats included
- Seals renewed every quarter
- Audits are conducted by VGlobalTech dev and ADA Expert Team

Digital Asset Technical Compliance Seal

(Updated after VGlobalTech Quarterly Audits):



VGlobalTech's Golden ADA Compliance Seal is industry leading and proudly displayed on only ADA & WCAG Complaint Sites that we maintain. VGlobalTech maintained and audited sites have had **ZERO legal / litigation issues in the past 15 years. We are absolutely proud of our work and will stand by the quality service we provide.**

**Compliance seal shall be updated and issued only after successful auditing by VGlobalTech and its authorized partners. No replication of the seal or content is permissible by any outside parties. The seal needs to be removed immediately if the contract with the customer is terminated for any reason by either party involved in the contract.*

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line-item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

1.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Signatures:

For Customer *Date*

VB Joshi

For VGlobalTech *Date*

2.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



Tab 3



Quality Site Assessment

Prepared for: **Heritage Landing @ WGV**

General Information

- DATE:** Wednesday, May 01, 2024
- NEXT QSA DATE:** Wednesday, Jul 31, 2024
- CLIENT ATTENDEES:** Lourens Erasmus
- BRIGHTVIEW ATTENDEES:** Steve McAvoy

Customer Focus Areas

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

Quality you can count on.

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

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



1 We are starting to see some vines and weeds, pushing up through Center Island bed in front of clubhouse. We will get with our team to have this area addressed and follow up once completed.

2 Starting to see some growth encroaching into sidewalk area North of athletic field. We will get with our team and have this growth trimmed back away from sidewalk.

3 There are a few storm drains throughout the property that need to be line trimmed along edge of preserve areas. We will get this on our schedule for this month

4 Jasmine beds need to have another over the top selective applied to help with weed control. We would like to try to avoid spraying while Jasmine is blooming as they would lose their blooms. I will have our team go ahead and give it a good hand pull and then schedule and over the top after Jasmine stops blooming

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



- 5** Plants are starting to overhang sidewalks in select areas. We will discuss with our team to have this trimmed back to edge of sidewalk
- 6** There are still some trees throughout the property that needs to be elevated in select areas. We will go ahead and get this scheduled.
- 7** There are some large volunteers growing in Spartina beds in select areas throughout the property. We will get this addressed with our team during their detail rotations.
- 8** There is some dead in shillings that need to be removed to promote health of plants and allow them to fill back in inside of pool area. We will get this scheduled and follow up once completed.

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



9 An over the top selective has been scheduled to treat weeds in ornamental grass beds. Volunteers also need to be removed.

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

11 Trimming is being completed on a weekly rotation

Recommendations for Property Enhancements



1 In order to install annuals along paver area, we may need to install approximately a yard and a half of soil mix to elevate this bed and would have to deep edge this area as well to reduce water run off. We will forward over a quote if requested to move forward.

2 Per request we will forward over a quote to remove additional plants inside pool area and rough grade.

3 We will submit a quote to have on file for possible future paver install

4 Play ground could use a Mulch refresh. We can submit a quote upon request.

Recommendations for Property Enhancements



5 There is more Cogan grass inside wooded area that needs to be treated as well as a large area behind lake. With this being a much larger area we would have to purchase a large amount of chemical to treat and would require added labor not in scope. We can put a price together upon request.

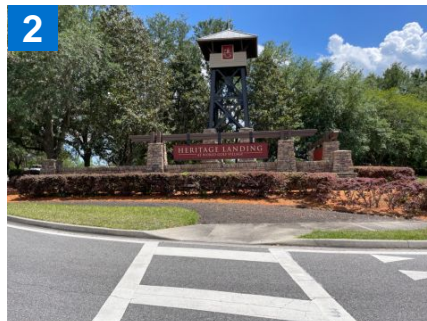
6 We recommend stump grinding where crêpe myrtles were removed in island by clubhouse entry in Society Garlic bed as sucker Continue to grow weekly.

7 There is some Turf inside pool area to the left side of volleyball court where turf needs to be replaced. This is due to other competing turf grasses choking out the St Augustine turf. Unless the Bermuda is sprayed out and killed it will continue to spread.

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Notes to Owner / Client



1 Cogan grass Area has been retreated. Our team will be back on site this week to line trim area.

2 Annuals have been pulled and beds have been Rough graded. We will also be applying a weed control to help reduce weed pressure Before annuals are installed

3 Someone is raking up and removing newly installed mulch behind bed across from RV park

4 Turf has been sprayed for weed control, but we are still seeing a heavy stand of grassy we that will require a retreat. I will follow up with our vendor and follow up with the schedule as well

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Notes to Owner / Client



5 Mulch install has begun, I will follow up with our vendor for a completion date

6 Annual install has been put on a temporary hold due to irrigation issues

Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Lourens Erasmus
Property Address	370 Heritage Landing Pkwy St Augustine, FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company Inc 370 Heritage Landing Pkwy St Augustine, FL 32092
Project Name	Heritage- pool area plant removal		
Project Description	enhancement		

Scope of Work

May require irrigation repair for accidental damages. Would be time and materials only if needed

QTY	UoM/Size	Material/Description	Total
Plant removal east section			\$1,652.83
1.00	LUMP SUM	Mobilization and labor to remove plant material inside pool area indicated on attached map, rough grade area and haul away debris. Dump fee included	
10.00	BAG	touch up gold mulch	

For internal use only

SO# 8401612
JOB# 460802023
Service Line 130

Total Price \$1,652.83

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

Property Manager

Signature _____ Title _____

Lourens Erasmus
Printed Name

May 02, 2024
Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Steve McAvoy
Printed Name

May 02, 2024
Date

Job #: 460802023

SO #: 8401612

Proposed Price: \$1,652.83



Tab 4

Waste removal

Currently we have an agreement with Waste Pro they charge us \$447 a month for 2 x a week trash pick-up.

Republic offers 2 options:

1. 12 month contract for \$370 a month for 2 x a week pick-up
2. 36 month contract for \$323 a month for the first 12 month then a not to exceed 7% increase each year after

There is another company that is aiming to enter the market soon so if we want to see if they are more competitive we take the 12 month deal but if we want to be sure about our expenses for waste removal for the next 3 years, option 2 sounds like the way to go.

4/5/2024
Lawrence Erasmus
Heritage Landing CDD.
3434 Colwell Ave Ste 200
Tampa, FL33614

Lawrence Erasmus:

[From recommending the right plan to providing reliable pickups, we're here to meet your business' needs.](#)

Thank you for the opportunity to provide services for your business. At Republic Services, our most important relationships are the ones we have with our customers. We look forward to our partnership and to helping make recycling and waste removal easy.

We collect over 100 million tons of recycling and waste per year, and we will do our part in providing reliable service to meet your business needs. From responsible practices to on-time pickups, you can count on us to help keep your business running smoothly. We're here to make your life easier and our planet better with the following:

- 99.9% reliable pickup rate
- 30,000+ nationwide employees
- 340 collection operations
- 190 landfills
- 61 recycling centers

As a Republic Services customer, you can sign up for and use our online tool My Resource™. With this tool, you can easily manage your account anytime, anywhere, on any device. With the touch of a button you can do the following:

- Pay your bill
- Schedule a pickup
- Discover and order new products and services
- Receive weather and holiday service updates

Sign up at RepublicOnline.com

Attached you will find our proposal which outlines our recommended services configured to meet your business' needs. Let us help you simplify your vendor management by handling all your recycling and waste needs.

Thank you again for this opportunity. Please contact me with any questions.

Debra Hollis
Republic Services, Inc.
Account Executive
904-790-3226
dhollis@republicservices.com

Assets and statistics referenced in this letter are based on operations of all Republic Services companies nationwide. Local company information may differ.



We'll handle it from here.™



4/5/2024

Lawrence Erasmus
Heritage Landing CDD.
370 Heritage Landing Pkwy
Saint Augustine, FL32092
Quote: A910943951

Heritage Landing CDD.:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 904-828-0991. It's that easy.

Service Details

SMALL CONTAINERS			
Equipment Qty/Type/Size:	1 - 8 yard Containers	Base Rate:	\$221.00 per month
Frequency:	2/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$221.00
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
1 - Container Refresh Promotional Discount	-\$9.00
Total Fuel/ Environmental Recovery Fees**	\$97.01
Administrative Fee**	\$5.95
Total Estimated Amount	\$323.96
PLUS Estimates St. Johns Count Franchise Fee of 5%:	
	\$15.90 per month

One Time Charges

Delivery Charge Subtotal	\$312.50
Valued Customer Discount - Delivery	-\$237.50
Total Fuel/ Environmental Recovery Fees**	\$32.06
Total One-Time Amount	\$107.06

Debra Hollis
Republic Services

dhollis@republicservices.com
www.republicservices.com


* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	Heritage Landing CDD.
ATTN	Lawrence Erasmus
ADDRESS	3434 Colwell Ave Ste 200
CITY	Tampa, FL
STATE	
ZIP CODE	33614
TEL. NO.	(904) 940-6095
FAX NO.	

SITE LOCATION	
SITE NAME	Heritage Landing CDD.
ADDRESS	370 Heritage Landing Pkwy
CITY	Saint Augustine, FL
STATE	
SUITE	
ZIP CODE	32092
TEL. NO.	(904) 940-6095
FAX NO.	
AUTHORIZED BY	Lawrence Erasmus
TITLE	
CONTACT	Lawrence Erasmus
TITLE	

Customer Service Agreement



AGREEMENT NUMBER	A910943951
ACCOUNT NUMBER	687

EMAIL : lerasmus@vestapropertyservices.com

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	8.00Yd(s)	N	1	P	N	2/1/W				N	ST01	5/1/2024		\$221.00	\$100.00		Container Refresh \$9.00	Delivery \$312.50 Exchange \$200.00 Extra Yds \$45.00 Relocate \$75.00 Removal \$50.00	

Republic Services of Florida, Limited Partnership DBA Seaboard Waste Systems
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
 (AUTHORIZED SIGNATURE)

BY : _____
 (AUTHORIZED SIGNATURE)

TITLE: _____

TITLE: _____

 CUSTOMER NAME (PLEASE PRINT)

 DATE OF AGREEMENT

Pre-approved Agreed Adjustments:
Rate Firm Until 05/2025
Increase 7% 05/2025
Increase 7% 05/2026

COMMENTS:
 Container Refresh Promotional Period: 6 months free.
 Valued Customer Discount - Delivery for 1 container FL 8.00 yard - \$237.50

Delivery Notes:
 Safety: No Safety Concerns

See reverse for Terms and Conditions

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
- 2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
- 3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 12 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
- 4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
- 5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
- 6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
- 7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
- 8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
- 9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
- 10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
- 11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
- 12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

[REDACTED]

DATE:

[REDACTED]

4/16/2024
Lourens Erasmus
Heritage Landing CDD.
3434 Colwell Ave Ste 200
Tampa, FL33614

Lourens Erasmus:

[From recommending the right plan to providing reliable pickups, we're here to meet your business' needs.](#)

Thank you for the opportunity to provide services for your business. At Republic Services, our most important relationships are the ones we have with our customers. We look forward to our partnership and to helping make recycling and waste removal easy.

We collect over 100 million tons of recycling and waste per year, and we will do our part in providing reliable service to meet your business needs. From responsible practices to on-time pickups, you can count on us to help keep your business running smoothly. We're here to make your life easier and our planet better with the following:

- 99.9% reliable pickup rate
- 30,000+ nationwide employees
- 340 collection operations
- 190 landfills
- 61 recycling centers

As a Republic Services customer, you can sign up for and use our online tool My Resource™. With this tool, you can easily manage your account anytime, anywhere, on any device. With the touch of a button you can do the following:

- Pay your bill
- Schedule a pickup
- Discover and order new products and services
- Receive weather and holiday service updates

Sign up at RepublicOnline.com

Attached you will find our proposal which outlines our recommended services configured to meet your business' needs. Let us help you simplify your vendor management by handling all your recycling and waste needs.

Thank you again for this opportunity. Please contact me with any questions.

Debra Hollis
Republic Services, Inc.
Account Executive
904-790-3226
dhollis@republicservices.com

Assets and statistics referenced in this letter are based on operations of all Republic Services companies nationwide. Local company information may differ.



We'll handle it from here.™



4/17/2024

Lourens Erasmus
 Heritage Landing CDD
 370 Heritage Landing Pkwy
 St Augustine, FL32092
 Quote: A910981391

Heritage Landing CDD.:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 904-828-0991. It's that easy.

Service Details

SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 8 yard Containers	Base Rate:	\$259.50 per month
Frequency:	2/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$259.50
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
1 - Container Refresh Promotional Discount	-\$9.00
Total Fuel/ Environmental Recovery Fees**	\$110.92
Total Estimated Amount	\$370.42
PLUS Estimated St. Johns County Franchise Fee of 5%:	
	\$18.52 per month

One Time Charges

Delivery Charge Subtotal	\$312.50
Valued Customer Discount - Delivery	-\$237.50
Total Fuel/ Environmental Recovery Fees**	\$32.06
Total One-Time Amount	\$107.06

Debra Hollis
 Republic Services

dhollis@republicservices.com
www.republicservices.com


* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	Heritage Landing CDD.
ATTN	Lourens Erasmus
ADDRESS	3434 Colwell Ave Ste 200
CITY	Tampa, FL
STATE	
ZIP CODE	33614
TEL. NO.	(904) 940-6095
FAX NO.	

SITE LOCATION	
SITE NAME	Heritage Landing CDD
ADDRESS	370 Heritage Landing Pkwy
CITY	St Augustine, FL
STATE	
SUITE	
ZIP CODE	32092
TEL. NO.	(904) 940-6095
FAX NO.	
AUTHORIZED BY	Lourens Erasmus
TITLE	
CONTACT	Lourens Erasmus
TITLE	

Customer Service Agreement



AGREEMENT NUMBER	A910981391
ACCOUNT NUMBER	687

EMAIL : lerasmus@vestapropertyservices.com

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	8.00Yd(s)	N	1	P	N	2/1/W				N	ST01	5/1/2024		\$259.50	\$100.00		Container Refresh \$9.00	Extra Yds \$45.00 Relocate \$75.00 Removal \$50.00	

Republic Services of Florida, Limited Partnership DBA Seaboard Waste Systems
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
 (AUTHORIZED SIGNATURE)

BY : _____
 (AUTHORIZED SIGNATURE)

TITLE: _____

TITLE: _____

 CUSTOMER NAME (PLEASE PRINT)

 DATE OF AGREEMENT

COMMENTS:
 Container Refresh Promotional Period: 6 months free.
 Valued Customer Discount - Delivery for 1 container FL 8.00 yard - \$237.50
Delivery Notes:
 Safety: No Safety Concerns
 Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - No
 Exempt from: Administrative Fee

See reverse for Terms and Conditions

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
- 2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
- 3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 12 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 1 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
- 4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
- 5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
- 6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
- 7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
- 8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
- 9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
- 10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
- 11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
- 12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

[REDACTED]

DATE:

[REDACTED]

Tab 5



Hardwick Fence
 P.O. Box 3043
 St Augustine, FL 32085
 904-599-8644
 sales@hardwickfence.com
 www.HardwickFence.com

ADDRESS

Heritage Landing, CDD
 200 Business Park Circle
 Ste 101
 St. Augustine, FL 32095

SHIP TO

Heritage Landing, CDD
 370 Heritage Landing Pkwy
 St. Augustine, FL 32092

Contract 9355

DATE 03/13/2024

EXPIRATION DATE 03/24/2024

DATE	DESCRIPTION	AMOUNT
	RE: Heritage Landing Tennis Courts 1,2,3&4	2,410.00
	Replace 960' of Tension Wire at Existing Tennis Courts #7 Coil Wire (see attached sketches for visual)	
	*Quote is based on our current insurance coverage.	
	*No permitting included, if required.	
	Payment Terms: PO# required or 50% down and balance due on completion	

*Client must assume all responsibility for the placement of the fence.

*Hardwick Fence reserves the right to exercise the provisions provided under the Florida Mechanics Lien Law.

*Any alteration from the above specifications will be executed upon a written change order.

*All agreements are contingent upon deliveries, weather or delays beyond our control.

*Hardwick Fence, LLC is not responsible for any damage to any underground obstructions such as utilities, pipes, irrigation, cables, etc.

*Manufacturer's warranty (if applicable) will be provided upon the client's request.

*If the contract is put on hold for any amount of time by the client, prices are subject to change.

*Should you cancel this contract, you are subject to a restocking fee plus 10% of your deposit.

*By signing this contract, you agree that you have read and understand your liability.

SUBTOTAL 2,410.00
 TAX 0.00

TOTAL

\$2,410.00

Accepted By

Accepted Date

Tab 6

HERITAGE LANDING CDD

PROPOSAL WORKSHEET

JOB	QTY	VENDOR	QUOTE	NOTES	ACTION
Inspect the low areas around the drain boxes in the parking lot and provide repair options.		All Weather Duval Asphalt All National	\$6,970 \$3,894 \$3,230	Please read descriptions on proposals they have different view points on how to fix the low areas around the boxes.	

PROPOSAL

April 23, 2024

Customer Information

Attn: Lourens Erasmus
Vesta Property Services
370 Heritage Landing Parkway
St. Augustine, FL 32092
P: 904-536-6217
lerasmus@vestapropertyservices.com

Project Information

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

SCOPE OF WORK

PROJECT COORDINATION:

1. Assign project manager to handle the project.
2. Provide break-out site plans with work schedules for the project.
3. Have a pre-construction meeting with the customer's designated representative and any interested parties.
4. Determine staging area for the equipment.

SEALCOATING: (2) Coats Spray; In (2) Mobilizations; Up to 82,549 Sq. Ft.

1. Secure area with cones and barricades.
2. Thoroughly clean the entire asphalt area.
3. Heavy oil spots will be treated with a bonding agent.
4. Apply by spray, first coat of Neyra Industries Tarconite commercial grade coal tar sealer that meets or exceeds federal specifications, with 2% latex additive and 3-5lbs of silica sand as per manufacturer's requirements mechanically agitated and applied at the rate of 1/5th of a gallon per square yard.
5. Apply a second separate coat of sealer with sand in the same quantity and proportion as the first coat.

STRIPING:

1. Restripe to existing using DOT approved latex traffic yellow, white and/or blue paints.

Option 1:

DAMAGED ASPHALT REPAIR: (5) Locations; Storm Drain 240 Sq. Ft.; (2) Locations; Cold Patch 32 SF = **\$3,230.00**

1. Sawcut where required and clean areas to be patched.
2. Tack areas with DOT approved primer tack.
3. Install hot plant mixed asphalt, Type SIII.
4. Roll and compact areas with a 3-5 ton roller.
5. Remove any related debris.

ROOT DAMAGED ASPHALT REPAIR: (2) Locations; Up to 430 Sq. Ft. = **\$4,300.00**

1. Sawcut and remove severely root damaged asphalt
2. Cut out and remove exposed surface tree roots.
3. Supply and install new lime rock base material if required.
4. Apply a DOT approved primer tack coat.
5. Install hot plant mixed asphalt, Type SIII.
6. Roll and compact with a 3 to 5 ton roller.
7. Haul away any related debris.

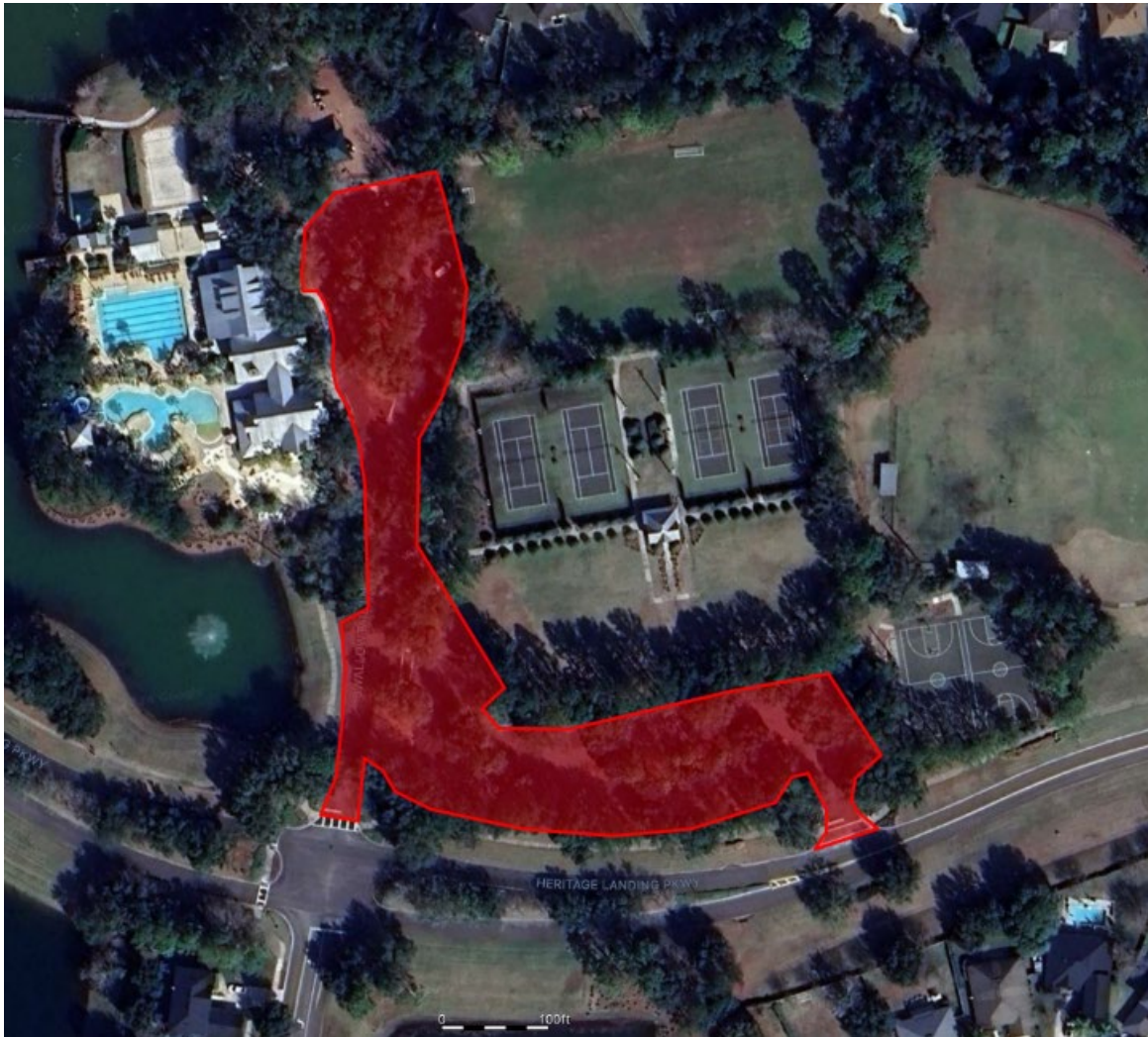
*This proposal includes up to 2" thick asphalt.



All National Services is a full-service asphalt paving and maintenance contractor with over 30 years of expertise in the pavement maintenance and construction of parking lots, roadways, and recreational surfaces throughout North America

ALL NATIONAL SERVICES dba ALL COUNTY PAVING NATIONAL

SITE MAP



AUTHORIZATION TO PROCEED AND CONTRACT

Propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

EIGHTEEN THOUSAND ONE HUNDRED NINETY-THREE DOLLARS AND EIGHTY CENTS
\$ 18,193.80

OPTION #1: Root & Asphalt Repairs, please add \$ **7,530.00** to the contract amount.

Please check one and Initial. YES NO Initials _____

**All Permit fees and any additional work required from the permit is excluded from the above amount.
All Prices quoted are valid for 30 days from the date of this proposal.**

ACCEPTED: Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

PAYMENT TERMS

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

PAYMENTS TO BE MADE AS FOLLOWS: **40% Deposit | 60% Upon Final Completion**

Signature of Approval by Client

National Project Coordinator

Name: Brandy Senn
Direct: 561-819-3890
Email: bsenn@allnationalservices.com

*Printed Name
Title/Position*

Date



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ALL NATIONAL SERVICES dba ALL COUNTY PAVING NATIONAL

CONTRACT TERMS AND CONDITIONS

CUSTOMER INSTRUCTIONS AND INFORMATION

Work Area Preparation

1. All National Services needs suitable access to the work area, and if it is dependent upon, or in conjunction with the work of others, such work shall be performed and completed prior to arrival, so All County can work uninterrupted in a single shift operation.
2. All vehicles must be removed from the work area no later than 7:15 am, unless otherwise agreed, to deliver the project work on schedule.
3. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is responsible for towing services and any created delays. If any cars are left on the area of work, All National Services cannot be held responsible for any damage to the vehicle.
4. All National Services will not be responsible for persons violating the work area, tracking of materials or paint, or any damages to cars, personal injury or persons trespassing in the designated work areas.
5. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several treatments of weed killer prior to All National Services arrival.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of the project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Suspend lawn cutting during the work period.
8. Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
9. Dumpsters in the scheduled area must be removed or moved to another area. Dumpsters not moved will be subject to additional fees.

Customer Expectation

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Cracks in the existing asphalt will reflect through the new asphalt in time.
3. There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired later, All National Services will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. All National Services cannot guarantee elimination of standing water.

CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to included items only, anything not specifically included is excluded from the contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the contract.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All National Services and the financially responsible company for which the work will be performed.
3. All National Services recommends a Civil Engineer be retained for ADA upgrades. As such All National Services makes no claim that existing or ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
4. For projects requiring city or county permits, All National Services will coordinate the process and charge Procurement Fees of \$550.00 - \$895.00 per application, plus cost of permit(s). Any additional work required by the permit(s) will be a change order to the contract.
5. Any work performed by All National Services which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness here under.
6. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
7. All accounts past due will incur a finance charge of 18% per annum.
8. All National Services reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
9. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
10. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
11. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
12. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
13. Any additional mobilizations for Paving will be billed at a rate of \$6,500.00 each.
14. Any additional mobilizations for Sealcoating will be billed at a rate of \$2,000.00 each.
15. Delays to All National Services of a Maintenance Crew will be invoiced at a rate of \$200.00 per half hour and delays to All National Services of a Paving /Milling Crew will be invoiced at a rate of \$350.00 per half hour.
16. Any broken car stops will be replaced at an additional cost of \$120.00 each.
17. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
18. Due to the fluctuations in the petroleum markets, All National Services will impose a fuel surcharge.
19. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
20. A certificate of Insurance will be issued upon request prior to commencement of work.
21. All National Services will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the islands/landscaped areas.
22. All National Services will not be responsible for unforeseen conditions that arise; they may result in additional costs to the customer.
23. All County guarantees its' sealer products against peeling or flaking of stable asphalt for a period of (1) year, excluding normal wear and tear.
24. Newly seal coated areas will be barricaded for 24-48 hours after project completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
25. All work is to be completed in a workmanlike manner according to standard practices. Our workers are covered by Worker's Compensation Insurance.
26. No warranties will be honored unless payment is made in full. All National Services will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty.



All National Services is a full-service asphalt paving and maintenance contractor with over 30 years of expertise in the pavement maintenance and construction of parking lots, roadways, and recreational surfaces throughout North America

ALL NATIONAL SERVICES dba ALL COUNTY PAVING NATIONAL



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

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Heritage Landing CDD

Attn:L Erasmus- Vesta Property Services
3 5 24
Re:demo/sink area investigation

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

- >bring in crew and equipment to dig up 3 sinking areas at 3 different locations around the storm water catch basins per management where sinking asphalt is occurring
- >after the excavation is done we wil take pictures and send a written bid to make any repairs needed causing the sinking area and to repair the asphalt that is removed
- >we will barricade the areas off as needed until the repairs can be done
- >clean up job site

Total price \$6,970.00 demo and investigation only

Proposal Signed by _____ Printed Name _____

Thank you for your consideration

Scott Haines-C 904.402.6561



Duval Asphalt Products, Inc.
 7544 Phillips Highway
 Jacksonville, FL 32256
 (904) 296-2020
 (904) 296-6574 fax



PROPOSAL: Heritage Landing Amenity Center

To:	Property:
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Vesta Property Services
 200 Business Park Circle
 STE 101
 St Augustine, FL 32095
 Phone: (904) 654-6304

370 Heritage Landing Parkway
 St Augustine, FL 32092

Proposal Date:	Apr 24, 2024	Quote ID:	QUO-03584-S3L7C2 (Rev. 1)
Effective From:	4/24/2024	Effective To:	5/24/2024

Line No.	Product	Price	Approval (your initials)
10	Asphalt Resurfacing Approx. 7330 Sq Yds @ \$19.65 / Sq Yd Remove concrete wheel stops and set to the side. To be repinned after asphalt installation Mill existing asphalt at an average depth of 1.5" Clean surface and haul debris off site Apply tack coat Install Sp9.5 type asphalt at an average depth of 1.5" *priced to be completed over 2 days, *Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$144,034.50	
20	Striping Layout and restripe parking lot back to its current configuration *new concrete wheel stops can be purchased and placed for \$125/new *Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$5,725.20	
30	Asphalt Repairs: Storm Drains Approx. 36 Sq Yds @ \$108.17 / Sq Yd Saw cut and remove damaged asphalt from around (3) storm drains Haul debris off site Install Sp9.5 type asphalt and compact *Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$3,894.12	
40	Asphalt Repairs: Root Repairs Approx. 48 Sq Yds @ \$97.14 / Sq Yd Saw cut and remove damaged asphalt from around (2) locations and remove tree roots Haul debris off site Install Sp9.5 type asphalt and compact *Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$4,662.72	

Drainage is not implied or guaranteed by this quote. It is understood that Duval Asphalt will receive compensation for any drainage related work. This quote is figured without adding money for rework of areas lacking sufficient pitch to allow for drainage. As a contingency, \$450 per hour with a 4 hour minimum should be factored for drainage adjustment. 2%, or greater, prevailing pitch is required for complete drainage.

Prime is \$.65 per SY with a 1,500 SY minimum per mob. Anything under 1,500 SY is \$4.75 per GI for material plus a \$500 mob. All Prime is scheduled thru Allen Shirley at (904) 219-7447.

Estimated Total (assuming all line items)	\$158,316.54
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**The terms contained in Exhibit A are hereby fully incorporated
by reference into this proposal**

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

RESPECTFULLY SUBMITTED,

Duval Asphalt Products, Inc.

Nick Schaber

E-mail: NSchaber@duvalasphalt.com

Cell Phone: 9045341484

ACCEPTED BY:

Signature _____

Name _____

Title _____

Date _____

Exhibit A

1. Any damage to our work will be repaired on a cost plus 20% basis.
 2. All work is guaranteed to be installed as specified. Duval Asphalt warrants the installation of pavement / sealcoating against defects in material and workmanship for (1) year from date of completion.
 3. Asphalt is a flexible pavement, unless otherwise noted, Duval Asphalt does not guarantee against ponding water or make provisions for the repair of such areas under this contract.
 4. Duval Asphalt requires a representative of your company be on-site during project operations in order to resolve any related issues.
 5. Changes to contract quantity in excess of 10 percent (10%) will result in adjustment of unit prices.
 6. Permits, bonds, testing, layout, saw cutting, maintenance of traffic, and striping, are not included unless otherwise noted in the scope of this contract.
 7. Dumpsters must be removed from pavement surface and irrigation systems must be turned off 24 hours prior to start of project. Any delay or change in schedule by owner or owner's representative after Duval Asphalt has mobilized on site, such as base not being ready or wet pavement due to irrigation being left on, will result in a re-mobilization charge of \$3,500 for paving and \$1,250 for sealcoating. Quotes based on one mobilization unless stated otherwise.
 8. Changes to a project that require additional days of work are to be priced on an individual basis. The mobilization charge above in #7 is not sufficient or applicable to add additional days of work.
 9. A two-week notice is required, prior to start of project, to schedule job. It is understood that the schedule is subject to change due to inclement weather.
 10. Duval Asphalt is not responsible for damage to underground utilities caused by the normal prosecution of our work.
 11. Installation of new asphalt surfaces will not prevent reflective cracking; no warranty is stated or implied.
 12. Adequate curing period must be allowed in order to minimize scuffing and tearing. Scuffing and tearing of the asphalt will occur in the hot summer months, no warranty is stated or implied.
 13. Duval Asphalt does not guarantee against surface defects (i.e., cracking, ponding, settling, etc.) resulting from base installed by others, or areas where inadequate base is discovered.
 14. Duval Asphalt recommends the removal and replacement of oil and other solvent deteriorated asphalt. We do not guarantee sealcoat adhesion to raised and exposed aggregate, pavements with coquina shell, concrete areas with spilled mortar or other films or coatings, extremely dirty areas or areas containing mold or mildew.
 15. Sealed areas shall be barricaded to all traffic. Duval Asphalt is not responsible for damages to sealed areas, sidewalks, or tracking of sealer due to foot traffic and or vehicle traffic crossing barricaded areas. Barricades may be opened to traffic no less than 24 hours after application.
 16. Cost of towing vehicles is the responsibility of owner or management. There will be a charge of \$250 per hour for sealcoat, and \$750 per hour and any trucking delay charges for paving and patching.
 17. The removal of unsuitable material such as much, marl, clay, organic material, sand, etc. or the replacement of clean fill, and the removal of vegetation is not included in this contract unless otherwise stated.
 18. Quote based on normal non-union rates, no payroll transcripts required, no retainage will be withheld from payments to this contract. Final payment based on in-place measurements unless otherwise stated as "total investment". Duval Asphalt is an EOE in accordance with 41CFR 60-250.4(m), 60-741.4 and 61.250.
 19. Contracts are bid at specific thickness, additional material needed to complete project due to curb being cut to deep, base not smooth and level, or unforeseen problems will be billed according to contract.
 20. Should customer cancel this contract before work begins, the parties agree that 20% of the proposed contract price will be payable to Duval Asphalt as liquidated damages (not as penalty) representing the reasonable admin. Expenses incurred on the project and lost profit.
 21. If during normal completion of scope, inadequate base is discovered, the customer can proceed and void any warranty in affected area and incur no additional cost. If corrective action is elected, cost will be determined on a case-by-case basis and will result in additional cost for labor and material.
 22. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any project outside DOT roadways built entirely with DOT approved processes and material.
 23. Price is based on Duval Asphalt retaining all milled asphalt material to use for recycled content. If prime or owner elect to retain any or all of the milled material, asphalt price is subject to change to reflect the need for virgin material substitute.
- IT IS ANTICIPATED THAT, WHEN RESURFACING PAVEMENTS CONSTRUCTED WITH AN INVERTED CROWN, SOME ROLLER MARKING WILL BE VISIBLE IN THE FINISHED SURFACE.

Agreed: _____ (please initial) Date: _____

Job Information Sheet

(Please complete entirely with addresses and phone numbers)

____ Private (not bonded)
____ Bonded Private or State (bonded by general contractor)
____ Federal Work (Miller Act)

ATTACH NOTICE OF COMMENCEMENT

(If one has been recorded)

Project Name: Heritage Landing Amenity Center
Address: 370 Heritage Landing Parkway St Augustine FL 32092
Description (if available): Lot: _____ Block: _____ OR Book: _____
Page: _____ Township: _____ Range _____ County _____

Your Company Name: Vesta Property Services
Address: 200 Business Park Circle STE 101
City: St Augustine State: FL Zip: 32095
Phone #: (904) 654-6304

General Contractor: _____
Address: _____
Phone #: _____

Name of Company your Contract is with: _____
Address: _____
Phone #: _____

Property Owner: _____
Address: _____
Phone #: _____

Bonding Company and/or Bond Agent: _____
Address: _____
Phone #: _____

Bank Name or Funding Source: _____
Address: _____
Contact Name: _____ Phone #: _____

Contract Amount: _____ RETAINAGE: _____%

Tab 7

PICKLEBALL FACILITY POLICIES

All Patrons and guests using the Pickleball Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Heritage Landing Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Pickleball Facility equipment may result in the suspension or termination of Pickleball Facility privileges. Guests may use the Pickleball Facility if accompanied by an adult Patron. **At least 50% of all pickleball courts participants must be Heritage Landing residents; at no point should there be more guests than residents. The pickleball courts are used for residential recreational use only.** Please note that the Pickleball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Pickleball Facility are encouraged to consult with a physician prior to using the facility.

(1)Hours: The Camp Heritage Pickleball Facility is available for use by Patrons during normal operating hours which are posted. Courts in this facility may not be rented, however they can be reserved by Patrons for use.

(2)Emergencies: All emergencies and injuries must be reported to the VESTA staff as well as the District Manager at 904-436-6270.

(3) Proper Attire: Proper tennis shoes and attire are required at all times while on the courts. No cutoffs, swimsuits, jeans, or tank tops. No black soled shoes.

(4)Reservations: Patrons may reserve a pickleball court **by utilizing the online reservation system. The names of all patrons and guests must appear on the reservation. Reservations may be made up to 48 hours in advance for a period of up to two (2) hours.** Only one (1) reservation may be held by a **household at any given time. Each household may reserve the pickleball courts one reservation at a time with a maximum of two (2) reservations per week.** If the Patron is twenty (20) minutes late for their reservation, the reservation shall be forfeited. When not the subject of a reservation, the pickleball courts are available on a first come, first serve basis. **At all times, one (1) court will be designated as an open court, allowing residents to play on a first come, first serve basis.** It is recommended that persons desiring to use the pickleball courts **check the online reservation system for availability.** Use of a pickleball court is limited to one (1) hour when others are waiting unless the court being used pursuant to a reservation discussed above. **Use of a pickleball court is limited to one (1) hour during open court session and on the first come, first serve court when others are waiting.** Patrons must cancel their reservation through the online reservation system or by contacting VESTA staff if they are unable to utilize the court for their reserved

time slot. Any more than five (5) no call no shows per resident may result in a suspension of privileges per Board discretion.

(5) General Policies:

- Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Pickleball Facility must supply their own equipment (paddles, balls, etc.).
- The Pickleball Facility is for the play of pickleball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis/pickleball facility.
- Beverages are permitted at the Pickleball Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis/pickleball courts. Alcoholic beverages are not permitted on tennis/pickleball courts.
- Lights at the Pickleball Facility must be turned off after use.
- Children under the age of ten (10) are not allowed to use the Pickleball Facility unless accompanied by an adult Patron. All other minors must have a Photo ID.

Tab 8



Rizzetta & Company

Heritage Landing Community Development District

www.heritagelandingcdd.org

Proposed Budget for Fiscal Year 2024/2025

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Rizzetta & Company

**Proposed Budget
Heritage Landing Community Development District
General Fund
Fiscal Year 2024/2025**

	Chart of Accounts Classification	Actual YTD through 03/31/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 1,269,655	\$ 1,311,288	\$ 1,311,288	\$ -	\$ 1,355,815	\$ 44,527	
6	Other Miscellaneous Revenues							
7	Insurance Proceeds	\$ 18,524	\$ 18,524	\$ -	\$ 18,524	\$ -	\$ -	Irrigation Well Claim
8	Activity Fees	\$ 11,959	\$ 23,918	\$ 12,000	\$ 11,918	\$ 25,000	\$ 13,000	Past 2 Year Average \$26K
9	RV & Boat Storage Fees	\$ 21,232	\$ 25,350	\$ 25,350	\$ -	\$ 25,350	\$ -	
10	Camp Heritage Room Rental	\$ 2,465	\$ 4,930	\$ 6,500	\$ (1,570)	\$ 6,500	\$ -	
11	Special Event (Food Truck) Revenue	\$ 1,822	\$ 3,644	\$ 5,000	\$ (1,356)	\$ 5,000	\$ -	
12								
13	TOTAL REVENUES	\$ 1,325,657	\$ 1,387,654	\$ 1,360,138	\$ 27,516	\$ 1,417,665	\$ 57,527	
18								
19	EXPENDITURES - ADMINISTRATIVE							
20								
21	Legislative							
22	Supervisor Fees	\$ 5,800	\$ 11,600	\$ 13,000	\$ 1,400	\$ 13,000	\$ -	
23	Financial & Administrative							
24	Administrative Services	\$ 2,700	\$ 5,400	\$ 5,400	\$ -	\$ 5,400	\$ -	
25	District Management	\$ 19,100	\$ 38,200	\$ 38,200	\$ -	\$ 38,200	\$ -	
26	District Engineer	\$ 12,033	\$ 24,066	\$ 8,000	\$ (16,066)	\$ 8,000	\$ -	Projections Include DE Work on Street Signs/Drainage/DE Report
27	Disclosure Report	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
28	Trustees Fees	\$ 2,532	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
29	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
30	Financial & Revenue Collections	\$ 2,500	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
31	Accounting Services	\$ 10,500	\$ 21,000	\$ 21,000	\$ -	\$ 21,000	\$ -	
32	Auditing Services	\$ -	\$ 3,215	\$ 3,215	\$ -	\$ 3,215	\$ -	
33	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
34	Public Officials Liability Insurance	\$ 5,309	\$ 5,309	\$ 5,594	\$ 285	\$ 5,800	\$ 206	Budget Estimate
35	Legal Advertising	\$ 802	\$ 1,604	\$ 1,500	\$ (104)	\$ 1,500	\$ -	
36	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
37	Miscellaneous Fees	\$ 208	\$ 416	\$ 500	\$ 84	\$ 500	\$ -	
38	ADA Website Maintenance, Remediation & Compliance	\$ 2,100	\$ 5,800	\$ 5,800	\$ -	\$ 3,700	\$ (2,100)	Proposed Reduction
39	Legal Counsel							
40	District Counsel	\$ 10,995	\$ 21,990	\$ 20,000	\$ (1,990)	\$ 20,000	\$ -	
41								
42	Administrative Subtotal	\$ 80,754	\$ 155,275	\$ 138,884	\$ (16,391)	\$ 136,990	\$ (1,894)	
43								
44	EXPENDITURES - FIELD OPERATIONS							
45								
46	Security Operations							
47	Security Services	\$ 16	\$ 32	\$ 34,559	\$ 34,527	\$ 5,574	\$ (28,985)	
48	Electric Utility Services							
49	Utility Services	\$ 32,991	\$ 62,843	\$ 61,000	\$ (1,843)	\$ 61,000	\$ -	
50	Street Lights	\$ 26,710	\$ 53,420	\$ 52,000	\$ (1,420)	\$ 54,000	\$ 2,000	FPL 5% Inc
51	Garbage/Solid Waste Control Services							
52	Garbage - Recreation Facility	\$ 2,420	\$ 4,840	\$ 4,500	\$ (340)	\$ 3,500	\$ (1,000)	Bid Out - Proposal Est.
53	Water-Sewer Combination Services							
54	Utility Services	\$ 5,632	\$ 13,000	\$ 13,000	\$ -	\$ 13,000	\$ -	Per YTD History
55	Stormwater Control							
56	Aquatic Maintenance	\$ 6,250	\$ 14,410	\$ 11,767	\$ (2,643)	\$ 11,767	\$ -	Projections Include Pond Dye & Carp
57	Fountain Service Repairs & Maintenance	\$ 800	\$ 1,600	\$ 3,000	\$ 1,400	\$ 3,000	\$ -	4 Fountains
58	Other Physical Environment							
59	General Liability & Property Insurance	\$ 44,165	\$ 44,165	\$ 45,000	\$ 835	\$ 48,000	\$ 3,000	Budget Estimate
60	Landscape Maintenance & Irrigation Contract	\$ 128,544	\$ 257,088	\$ 257,088	\$ -	\$ 264,804	\$ 7,716	Per FY 25 Agreement
61	Irrigation Repairs	\$ 27,971	\$ 55,942	\$ 18,000	\$ (37,942)	\$ 25,031	\$ 7,031	Increased - Projections are High
62	Landscape Replacement Plants, Shrubs, Trees	\$ 24,387	\$ 48,774	\$ 20,000	\$ (28,774)	\$ 20,000	\$ -	
63	Tree Removal	\$ 714	\$ 1,428	\$ 15,000	\$ 13,572	\$ 15,000	\$ -	

Heritage Landing Community Development District

Debt Service

Fiscal Year 2024/2025

Chart of Accounts Classification	Series 2015	Budget for 2024/2025
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$1,014,721.13	\$1,014,721.13
TOTAL REVENUES	\$1,014,721.13	\$1,014,721.13
EXPENDITURES		
Administrative		
Debt Service Obligation	\$1,014,721.13	\$1,014,721.13
Administrative Subtotal	\$1,014,721.13	\$1,014,721.13
TOTAL EXPENDITURES	\$1,014,721.13	\$1,014,721.13
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

St. Johns County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS

\$1,078,572.63

Notes:

Tax Roll County Collection Costs and Early Payment Discount is 6.0% of Tax Roll.

Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

2024/2025 O&M Budget:		\$1,410,815.00	2023/2024 O&M Budget:	\$1,366,288.00
Collection Costs:	2%	\$30,017.34	2024/2025 O&M Budget:	\$1,410,815.00
Early Payment Discounts:	4%	\$60,034.68		
2024/2025 Total:		<u>\$1,500,867.02</u>	Total Difference:	<u>\$44,527.00</u>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2023/2024	2024/2025	\$	%
<i>Single Family</i>	Series 2015 Debt Service	\$979.63	\$979.63	\$0.00	0.00%
	Operations/Maintenance	\$1,259.53	\$1,300.58	\$41.05	3.26%
	Total	\$2,239.16	\$2,280.21	\$41.05	1.83%

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,410,815.00
COLLECTION COSTS @	2.0%	\$30,017.34
EARLY PAYMENT DISCOUNT @	4.0%	\$60,034.68
TOTAL O&M ASSESSMENT		\$1,500,867.02

UNITS ASSESSED		
LOT SIZE	O&M	SERIES 2015 DEBT SERVICE ⁽¹⁾
Single Family	1154	1101
Total Community	1154	1101

ALLOCATION OF O&M ASSESSMENT			
EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	1154.00	100.00%	\$1,500,867.02
	1154.00	100.00%	\$1,500,867.02

PER LOT ANNUAL ASSESSMENT		
O&M	SERIES 2015 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
\$1,300.58	\$979.63	\$2,280.21

LESS: St. Johns County Collection Costs (2%) and Early Payment Discounts (4%):

(\$90,052.02)

Net Revenue to be Collected

\$1,410,815.00

⁽¹⁾ Reflects the total number of lots with Series 2015 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2015 bond issue. Annual assessment includes principal, interest, St. John's County collection costs and early payment discounts.

⁽³⁾ Annual assessment that will appear on November 2024 St. John's County property tax bill. Amount shown includes all applicable collection costs and early payment discount (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“Board”) of the Heritage Landing Community Development District (“District”) prior to June 15, 2024, a proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“Fiscal Year 2024/2025”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:

HOUR:

LOCATION:

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9th DAY OF MAY, 2024.

ATTEST:

**HERITAGE LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Tab 9



Heritage Landing CDD Meeting

May 9, 2024, 6:00 p.m.

Date of Report: April 30, 2024

Todd Myhill, Amenity Manager

- **Upcoming Event—No Board Action Required**
 - Memorial Day, May 27, 12:00 p.m. to 3:00 p.m. We'll have DJ music, patriotic decorations, and food trucks for this day of remembrance.
- **Anchor Aquatics Swim Lessons—Board Action Required**
 - Anchor Aquatics, a local, mobile swim instruction provider, would like to enter into an agreement with the District to provide private swimming lessons at Heritage Landing. Their program information is attached to this report.
- **Facility Information—No Board Action Required**
 - Sports and Arts reports that all spaces have been filled for Summer Camp 2024. We're looking forward to another fun program this summer.
 - Spring Soccer concludes on May 18.
 - Basketball will begin on April 24 and will only involve two Wednesdays on Heritage Landing courts, May 22 and May 29.
 - We have hired additional Facility Attendants to cover the late spring and summer shifts and all night shifts beginning May 3.
 - We are actively searching for new, innovative programs to replace two programs (Mary Time Music and Destiny Dance) that have left or will be leaving at the end of May due to inadequate insurance.



swim confidently

June 1 through September 30

Private lessons: \$376/session (eight 20-minute classes)

<https://www.anchoraquaticsssc.com/>

Learning to Swim Lasts a Lifetime!



Heritage Landing CDD Meeting
May 9, 2024
Field Operations Manager Report
Date of report: 4/30/2024

Pool deck shrubs removed:



The shrubs have been removed and the area mulched.
We capped the sprinklers and removed the plastic border it was also mulched and looks awesome





Preserve on Welaka Way:



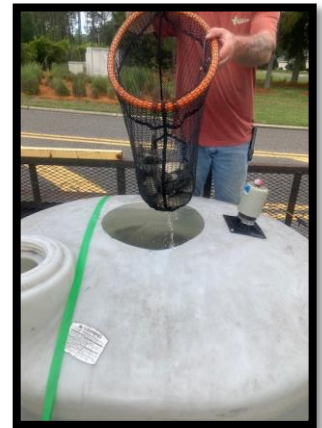
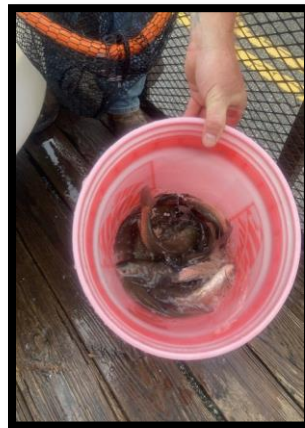
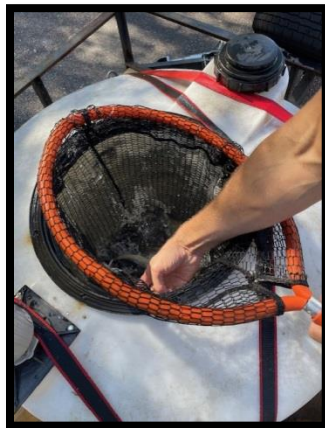
The water in the preserve is higher than normal according to the resident. Our engineer will inspect 5/7 or 5/8. We found the overflow over grown; we cut that open to ensure water flow is not restricted.

Parking lot asphalt:



Put cold patch in potholes and openings next to the drain boxes.

Grass carp installed:



The carp was placed into the ponds to help keep the plant growth in the ponds under control.

General Maintenance:



Slide height sign installed



New planks on pier and movie theater



Chair repairs



Sump pump replacement



Basketball court hole repairs

Lourens Erasmus
General Manager



370 Heritage Landing Pkwy
Saint Augustine, FL 32092



6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: April 23 & 30, 2024

Biologists: Jim Charles

Client: Heritage Landing CDD

Waterways: Thirteen Ponds

Comments: Calm, mostly sunny, 72° F

Note: We stocked 250 triploid grass carp in the ponds this month. This is a form of biological control and will help keep the submersed weeds in check.

Pond 1: Pond was in fair condition. The water level is low. Treated for spatterdock.



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.



Pond 4: Pond was in fair condition. Both fountains are running. Treated for spatterdock by boat.



Pond 5: Pond was in fair to good condition. The water level is normal. Treated pond for minor spatterdock.



Pond 6: Pond was in fair condition. The water level is normal. Treated pond for perimeter algae.



Pond 7: Pond was in fair to good condition. The water level is good. Treated for spatterdock by boat again.





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 fair to good condition. The water level is good.



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



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



Pond 13: Pond was in 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: April 23, 2024

Biologist: Rich Powers

Client: Heritage Landing

Comments: Two Hundred Fifty (sterile) grass carp were stocked in the ponds. These fish are herbivorous and will keep the submersed weeds under control. This is a form of biological control and is an integral part of our program.

Charles Aquatics stocks the grass carp as part of our **Full Service Aquatic Management Program.**

The following quantities were stocked:

Pond 2: 30 fish

Pond 3: 5 fish

Pond 4: 20 fish

Pond 5: 30 fish

Pond 6: 15 fish

Pond 7: 40 fish

Pond 8: 10 fish

Pond 9: 10 fish

Pond 10: 20 fish

Pond 11: 20 fish

Pond 12: 20 fish

Pond 13: 30 fish

Please contact Charles Aquatics with questions or comments.

Tab 10

April 17, 2024

Heritage Landing Community Development District
Attn: Melissa Dobbins, Dist. Manager
3434 Colwell Avenue, Ste. 200
Tampa, FL 33614

Dear Ms. Dobbins:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Heritage Landing CDD

2458 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2024.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/db