



Rizzetta & Company

# Heritage Landing Community Development District

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**Board of Supervisors' Meeting  
October 10, 2024**

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

[www.heritagelandingcdd.org](http://www.heritagelandingcdd.org)

# 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](http://www.heritagelandingcdd.org)

<b>Board of Supervisors</b>	Michael Taylor Kevin Austin Robert Och Achara Tarfa Christine Mallatt	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Wes Haber	Kutak Rock LLP
<b>District Engineer</b>	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

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**Board of Supervisors  
Heritage Landing Community  
Development District**

**October 3, 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 **October 10, 2024, at 1:00 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 September 12, 2024
    - 2.) Ratification of the Operation and Maintenance Expenditures for August 2024
- 4. STAFF REPORTS - PART A**
  - A. District Engineer.....Tab 2
    - 1.) Flooding of Preserves at Lake Monroe Place and Welaka Way
    - 2.) Pond Bank at Swallowtail Lane
  - B. Landscape and Maintenance.....Tab 3
    - 1.) Discussion of High-Tech Unit Rain Sensor Installation Proposal
- 5. BUSINESS ITEMS**
  - A. Review Amenity Suspensions
  - B. Discussion Regarding Tennis Court Access System
- 6. STAFF REPORTS - PART B**
  - A. District Counsel
  - B. Amenity Center and Field Maintenance.....Tab 4
    - 1.) Amenity Manager Report
      - i.) Zumba Program Request
    - 2.) Field Manager Report
    - 3.) Charles Aquatics Report
  - C. District Manager
- 7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very Truly Yours,  
*Melissa Dobbins*  
District Manager

# **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 **September 12, 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	<b>Board Supervisor, Chairman</b>
Kevin Austin	<b>Board Supervisor, Vice Chairman</b>
Robert Och	<b>Board Supervisor, Assistant Secretary</b>
Achara Tarfa	<b>Board Supervisor, Assistant Secretary</b> <i>(joined meeting in progress via Zoom, did not participate in actions or votes made by the board)</i>
Christine Mallatt	<b>Board Supervisor, Assistant Secretary</b> <i>(via Zoom)</i>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Kutak Rock LLC</b> <i>(via Zoom)</i>
Alex Acree	<b>District Engineer, Matthews Design</b> <i>(via Zoom)</i>
Lourens Erasmus	<b>General Manager, Vesta Property Services</b>
Todd Myhill	<b>Amenity Manager, Vesta Property Services</b>
Jay King	<b>Vesta Property Services</b>
Joe Durkin	<b>BrightView Landscape</b>

Audience was 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**

There were no comments from the audience.

**THIRD ORDER OF BUSINESS**

**Consent Items**

1. Consideration of the Minutes of the Board of Supervisors' Meeting held August 8, 2024
2. Ratification of the Operation and Maintenance Expenditures

51 for July 2024  
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On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board approved the August 8, 2024, minutes and ratified the Operation and Maintenance Expenditures for July 2024, in the amount of \$192,530.82, for the Heritage Landing Community Development District.

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55 **FOURTH ORDER OF BUSINESS**

**Staff Reports – Part A**

56  
57 **A. District Engineer**

58 Mr. Acree updated the Board that he is reviewing possible flooding concerns in  
59 some areas that were brought to his attention.  
60

61 **B. Landscape and Maintenance**

62 **1. Brightview Landscape Report**

63 Mr. Durkin stated that they are addressing the cinch bugs at the amenity  
64 center.  
65

66 Mr. Taylor noted that there were several proposals under Tab 4 that were  
67 submitted by Brightview. He suggested the board prioritize them to  
68 determine their order of what should be possibly approved first. It was then  
69 discussed in taking a more proactive approach and the preference for  
70 mobilization fees to be listed on individual proposals.  
71

72 **2. Discussion & Consideration of District Landscape and  
73 Maintenance Items**

74 **a. Consideration of Brightview Athletic Fields Proposal**

75 The Board took no action on this item at this time and requested that  
76 BrightView review all turf areas that Mr. Durkin stated that he felt  
77 BrightView might be responsible for some of the replacement cost.  
78

79 **b. Updates and Proposals Regarding Cogon Treated Areas**  
80

On a motion by Mr. Och, seconded by Mr. Austin, with all in favor, the Board approved the Brightview proposal for area 1 at a cost of \$1,797.08, for the Heritage Landing Community Development District.

81  
On a motion by Mr. Och, seconded by Mr. Austin, with all in favor, the Board requested other options be reviewed for area 2 and authorized the Chairman to execute the revised proposal with a not-to-exceed amount of \$3,741.97, for the Heritage Landing Community Development District.

82  
83 **c. Consideration of Irrigation Upgrade Proposals**

84 The Board requested that Brightview bring back other options. No  
85 action taken.  
86

87 **d. Consideration of Tree Removal Proposals**

88 The Board reviewed two tree removal proposals and approved the

BrightView proposal in the amount of \$8,728.57.

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board approved the Brightview tree proposal totaling \$8,728.57 for the Heritage Landing Community Development District.

**e. Discussion of Regarding Request for Hedge Removal Behind Property off Indian River Road**

Discussion ensued regarding some residents being in favor of the hedge removal and some not. It was noted that the hedge in question is in poor condition and there was some concern with whether this has been maintained regularly. BrightView agreed to clean up this area and bring it back up to the required standard with the clean-up beginning this week and being completed over the following week. There was no action taken on removal at this time.

Mr. Och requested that the plant material at Heritage Landing Parkway and Rivers Own also be cut as low as possible.

**f. Discussion Regarding Roundabout Enhancement**

Mr. Taylor stated that he asked that this be placed on the agenda for discussion purposes. The Board requested additional options for the area as well as proposals from other companies.

*\* It was noted that Ms. Tarfa was no longer in the meeting via zoom.*

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-06, Setting Date, Time & Location for FY 25 Regular Meetings.**

Ms. Gallagher presented the resolution noting the proposed meeting dates, time and location.

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board adopted Resolution 2024-06, setting the fiscal year 2024/2025 meeting schedule, as presented, for the Heritage Landing Community Development District.

**SIXTH ORDER OF BUSINESS**

**Discussion Regarding Possible Movie Theater Improvements**

Discussion was held regarding using this area for another form of amenity, noting that this is not being utilized as much as it was in the past and it may be better suited for another form of amenity. Repurposing the seating was also discussed. Mr. Myhill stated that this area is utilized for swim meets and requested that the Board keep that in mind.

It was decided that the Board would further discuss this area at a future meeting keeping in mind that this would be a project possibly handled over multiple years and that creating one area that flows would be ideal with the park/playground area also needing work or expansion. The Board will also review areas to move the seating to at the next meeting.

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**SEVENTH ORDER OF BUSINESS****Discussion Regarding Holiday Lights**

It was noted that the budget for holiday lighting is \$10k. Mr. Taylor stated that the HOA contribution should not be counted on. It was agreed that the proposal needs to be trimmed back with the focus being on the highest traffic areas.

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board approved the proposal in the amount of \$4,278.35 and authorized Mr. Taylor to work with Mr. Erasmus to trim down the second proposal with a not-to-exceed amount of \$10,000 for all areas, for the Heritage Landing Community Development District.

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It was requested that this budget line be increased for fiscal year 2025/2026.

**EIGHTH ORDER OF BUSINESS****Update Regarding Fire Monitoring Communication System**

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Mr. Erasmus reviewed the proposal found under tab 7 of the agenda. It was requested that other options be reviewed, as well as the existing contract, additional comcast and monitoring options. The Board authorized Mr. Taylor to make the final decision on this between meetings due to the urgency.

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**NINTH ORDER OF BUSINESS****Discussion Regarding Tennis/  
/Pickleball Court Improvements**

The Board reviewed proposals found under tab 8 of the agenda and approved the Hardwick Fencing proposal.

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board approved the Hardwick Fencing proposal in the amount of \$11,560.62, for the Heritage Landing Community Development District.

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Discussion ensued regarding tree removal around the tennis courts.

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board authorized a not-to-exceed amount of \$4,000.00 to remove trees around the tennis courts and authorized the Chairman to sign off on the final proposal for the Heritage Landing Community Development District.

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**TENTH ORDER OF BUSINESS****Consideration of FY 2024/2025 EGIS District Insurance Proposal**

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board approved the EGIS District Insurance Proposal totaling \$52,739.00, for the Heritage Landing Community Development District.

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**ELEVENTH ORDER OF BUSINESS****Staff Reports – Part B**

169           **A.     District Counsel**  
170           Mr. Haber updated the Board regarding a situation that involved an item  
171           needing to be removed from the RV/Boat storage facility that was  
172           inoperable and a crane would need to be involved with the removal. He  
173           provided staff with an agreement for the renter of the space and crane  
174           operator to sign which included a deposit being placed in the event there  
175           were damages, noting that the agreement had been refused. He stated that  
176           at this point the renter is in violation of their rental agreement and the district  
177           has the right to remove the property and make the renter responsible for  
178           that cost. Discussion ensued regarding the crane operator having to  
179           provide insurance and the deposit requirement. The Board directed staff to  
180           remove the deposit requirement and if the renter and crane operator still  
181           refuse to sign, Mr. Haber can make further recommendations at the next  
182           meeting.

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184           **B.     Amenity Center and Field Maintenance**

185           **1.     Amenity Manager Report**

186           The Board approved the Zumba Proposal (exhibit A) and  
187           Thanksgiving Food and Toy Drive (exhibit B).

188  
189           Mr. Myhill discussed the 80's neon pool party and the concerns for  
190           overcrowding if people from outside the community attend. The Board  
191           directed staff to make this a resident only event with badges being  
192           required to enter. They requested that an E-Blast get sent out to the  
193           community making them aware of this in advance.

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195           **2.     Field Manager Report**

196           Mr. Erasmus noted that due to the rain there were areas that  
197           BrightView had been unable to mow and asked residents to be  
198           patient. The Board directed him to post closed signs for the field and  
199           send an eblast that they would remain closed until the fields were  
200           dry.

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202           Mr. Och inquired about the maintenance position being filled. It was  
203           stated that at this time Vesta was using their maintenance  
204           department to cover this and will not charge more than the \$32 per  
205           hour cost plus position to continue to be able to move projects  
206           forward. Mr. King noted that they were receiving interest in the  
207           position, but then people were not showing up for interviews. It was  
208           discussed offering higher wages and fewer hours.

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210           Mr. Erasmus noted that the two-year anniversary for the slide  
211           inspection was coming up, stating that he has an estimated cost for  
212           that inspection of \$3,500. The Board asked that this be added to the  
213           next agenda.

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215           **C.     District Manager**

216           Ms. Gallagher shared updates from Ms. Dobbins that she was working on the  
217           insurance claim for the lightning damage and that Ms. Mallett had reported  
218           flooding concerns behind her home that Mr. Erasmus was working with the  
219           District Engineer on reviewing.

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**TWELFTH ORDER OF BUSINESS**

**Audience Comments and Supervisor Requests**

**Audience:**

Audience concerns were entertained regarding BrightView, rain gauges, pickleball fencing and access control to assist with non-residents using the courts, nature trail, mold, and two-way audio functionality

**Supervisors:**

Mr. Taylor thanked the other Board members.

*The Board took a recess at 4:03 pm before moving into the closed session to review security.*

**THIRTEENTH ORDER OF BUSINESS**

**Business Items – part B**

**A. Discussion Regarding Updating Security Camera System**

*At 4:12 pm the Board reconvened into the closed security session of the meeting with only staff, Board and Synergy representatives present to hold discussions.*

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board set a not-to-exceed amount of \$25,000 for the NVR and to replace 36 cameras with authorizing Mr. Taylor to execute final proposal to be paid out of the Reserve Fund, for the Heritage Landing Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board adjourned the meeting at 5:03 p.m., for the Heritage Landing Community Development District.

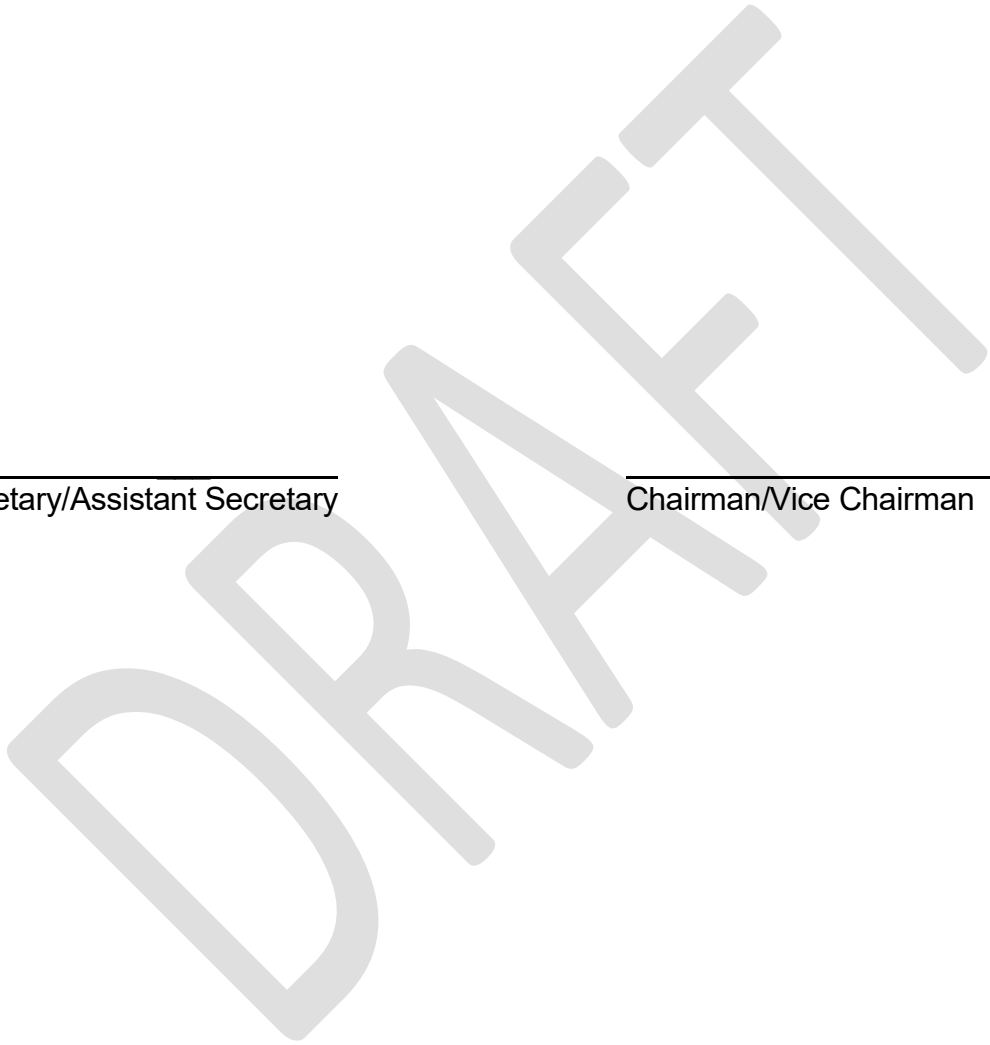
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Secretary/Assistant Secretary

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Chairman/Vice Chairman



# Exhibit A

# Exhibit A

## Zumba With Jessica

Where you will experience a total body workout, covering all elements of fitness- Cardio, muscle conditioning, toning, balance, and flexibility. By dancing to the top music around the world with our base being in Merengue, Salsa, Cumbia, and Reggaeton. This will have people leaving class with a boost in energy and a serious dose of awesome.

Classes are an hour long and cost as follows:

- First class is free
- Drop in is \$10
- 1 month for \$30 (paid at the first class of the month)

I currently plan to start with one class a week most likely on Tuesdays from 6-7 pm and possibly add another class dependent upon the number of participants the class gets. I would love to get to the point that we have a Tuesday 6-7pm and a Thursday 6-7pm.

I have been doing Zumba off and on since 2011 back when we first had class at the amenity center. Then I went on to have kids and be a stay-at-home mom and now that I am back into it, I have decided to become an instructor myself. I look forward to getting the chance to bring back something fun and healthy for the adults in the community.

Documents:

- As of August 30<sup>th</sup>, I am licensed to be an instructor for Zumba
- As of August 30<sup>th</sup>, I have my Zumba idea card for certification in Basics level 1
- As of October 1st, I will have my own insurance to cover the people in my classes

Heritage Landing benefits:

- I will pay you guys 20-30% of the profits (based upon what your usual amount is) up to \$50 (the cost to rent out the main room)
- A fun activity for the adults in the neighborhood to get into.
- Boost in positive mood from people who attend the class

Why am I so committed to this? Well, I just spent all this money to be licensed and insured and I must earn it back somehow. I love our community and having things close so I do not have to drive so far to go and do. Yes, I have kids so you might be asking well what if they get sick? I have a line of people already willing to watch my kiddos when needed, plus I think dad can handle an hour playing with them. Finally, do we have people already interested? Yes, I have talked to many parents at the bus stops and in our local cub and boy scout troops to see if they would be interested and I have had an many asking me more questions like when and what days and what times and will there be more than one class. We have also had a couple post on our homeowner's page asking about these classes and if we have any.

I look forward to hearing from you guys and hope this will a great new activity we can make available to our neighbors in Heritage Landing. Please let me know if you have any other questions.

*Jessica Curry* 9/1/2024

# Exhibit B

Exhibit B

MIRTHA BARZAGA'S ANNUAL

Join us in helping  
our community in  
need!

Thanksgiving

# Food & Toy Drive

**November 16th | 1:00PM - 3:00PM**

**Drop-off location:** Heritage Landing Clubhouse  
370 Heritage Landing Parkway

**Items needed:** Non-perishables such as canned fruit & vegetables, beans, noodles, soups, ham, tuna, salmon, cleaning supplies, toiletries, etc.



### All Proceeds Benefit:

*A private, non-profit agency providing transitional housing to families with children that have encountered difficult times and are in crisis.*

*Sponsored By:*



&



**For more information call**

**Mirtha Barzaga 904-501-1830**

# HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.HERITAGELANDINGCDD.ORG

## **Operation and Maintenance Expenditures August 2024 Presented For Board Approval**

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

The total items being presented:      **\$131,092.21**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Big Z Pools, LLC	100697	6058 Deposit	Deposit for Repair to Pump after Lightning Strike 08/24	\$ 1,532.00
Big Z Pools, LLC	100701	6058-B Balance	Balance for Repair to Pump after Lightning Strike 08/24	\$ 1,532.00
BrightView Landscape Services, Inc.	100696	8990087	Irrigation Repairs 07/24	\$ 371.40
BrightView Landscape Services, Inc.	100703	8993452	Sod Install 07/24	\$ 5,819.81
BrightView Landscape Services, Inc.	100702	8995384	Steamboat Controller Replacement from Lightning Damage 07/24	\$ 1,588.14
BrightView Landscape Services, Inc.	100702	8995387	Service Call - Drowned Zones from Lightning Damage 07/24	\$ 471.26
BrightView Landscape Services, Inc.	100702	8995540	Irrigation Repair 07/24	\$ 1,962.83
BrightView Landscape Services, Inc.	100702	8995545	Irrigation Repair 07/24	\$ 884.52
BrightView Landscape Services, Inc.	100707	9008086	Landscape Maintenance 08/24	\$ 21,424.00
BrightView Landscape Services, Inc.	100705	9023397	Mainline Repair - Amenity Center 07/24	\$ 1,630.80
Charles Aquatics, Inc.	100692	51240	Pond Maintenance 07/24	\$ 100.00
Charles Aquatics, Inc.	100708	51333	Pond Maintenance 08/24	\$ 975.00

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
COMCAST	20240805-1	8495 74 140 0429787	Internet Services 07/24	\$ 371.13
Darren Lim	100698	07/24 Autopay 080824 Refund	Area Rental Refund 08/24	\$ 25.00
Fence For Pros, LLC	100693	1244011	Install Fencing 07/24	\$ 664.07
Florida Department of Health in St. Johns County	100694	55-BID-7236933	Swimming Pool Permit #55-60-00453 06/24	\$ 375.00
Florida Department of Revenue	20240815-1	65-8015563124-2 07/24	65-8015563124-2 Sales & Use Tax 07/24	\$ 1,214.07
Florida Power & Light Company	20240807-1	ACH 87098-35048 07/24	Electric Services 07/24	\$ 4,420.42
Florida Power & Light Company	20240813-3	Autopay Monthly Summary 07/24	Electric Services 07/24	\$ 3,699.51
Gannett Florida LocaliQ	100706	Autopay 475 0006584777 07/15/24- 07/22/24	Acct# 968025 Legal Advertising 07/24	\$ 196.04
Hardwick Fence, LLC	100695	155020	Balance for Removal / Install Privacy Fence 07/24	\$ 3,222.28
Heritage Landing CDD	DC082824	DC082824	Debit Card Replenishment 08/28/24	\$ 4,228.29
Kevin Lee Austin	20240813-2	KA080824 ACH	Board of Supervisors Meeting 08/08/24	\$ 200.00
Leslie Achara McNair-Tarfa	100699	AT080824	Board of Supervisors Meeting 08/08/24	\$ 200.00
Matthews Design Group LLC	100690	191471	Engineering Services 06/24	\$ 2,767.50

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Michael C. Taylor	20240813-1	MT080824 ACH	Board of Supervisors Meeting 08/08/24	\$ 200.00
Northeast Quality Services LLC	100709	35513	Janitorial Services 08/24	\$ 900.00
Republic Services	100712	0687-001455251	Waste Disposal Services 09/24	\$ 333.64
Rizzetta & Company, Inc.	100689	INV0000092373	District Management Fees 08/24	\$ 5,900.00
Robert Och	100700	RO080824	Board of Supervisors Meeting 08/08/24	\$ 200.00
Smith Electrical, Inc.	100704	32177	Tennis Court Maintenance 07/24	\$ 6,988.00
Smith Electrical, Inc.	100704	32178	Replace Panel & Breakers 07/24	\$ 1,988.77
Smith Electrical, Inc.	100704	32179	Replaced Lamp and Ballast 07/24	\$ 522.47
St Johns Utility Department	20240819-1	503699-115198 07-24	Water Services 07/24	\$ 1,089.47
St Johns Utility Department	20240819-2	Autopay 533275-126033 07/24	Water Services 07/24	\$ 125.74
Turner Pest Control, LLC	100688	Autopay 619263829	One Time - Turnergreen Lawn Service 07/24	\$ 900.00
Turner Pest Control, LLC	100688	619305308	Pest Control Services 07/24	\$ 131.16
Vesta Property Services, Inc.	100710	421045	Management Services 07/24	\$ 50,634.89

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VGlobal Tech	100691	6406	ADA Website Maintenance 08/24	\$ 175.00
Wayne Automatic Fire Sprinklers, Inc.	100711	1152067	QT 1266501 Replace Mini Horns & Speaker Strobe 08/24	<u>\$ 1,128.00</u>
<b>Report Total</b>				<b><u>\$ 131,092.21</u></b>

## **Tab 2**

September 24, 2024

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

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

Dear Melissa:

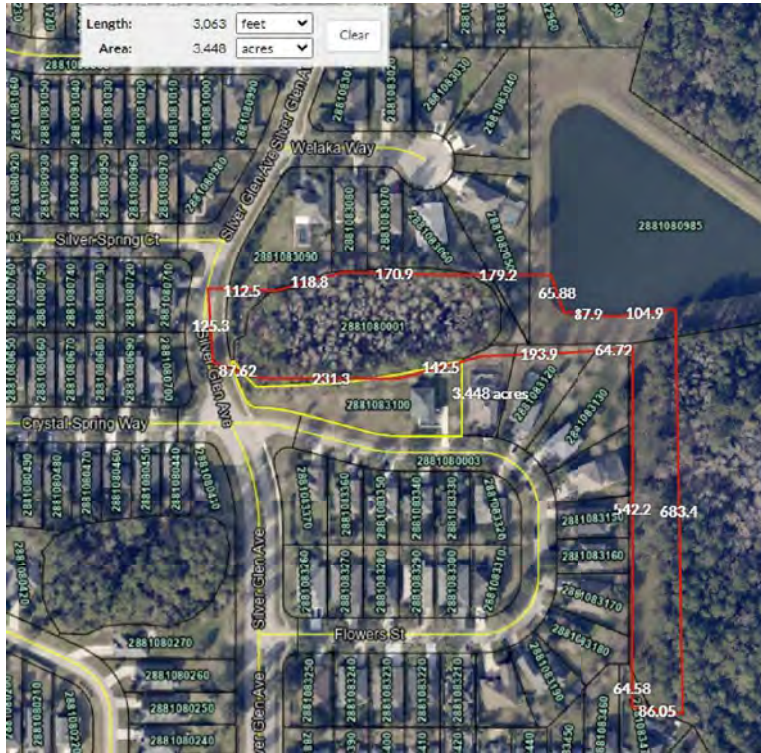
**Matthews | DCCM** is pleased to offer you this additional services proposal to provide continued surveying services associated with surveying services for the Heritage Landing CDD (Project) located 370 Heritage Landing Parkway in St. Augustine, Florida, in St. Johns County, Florida.

**Summary of Additional Tasks:**

**IV – Surveying Services**

Matthews | DCCM will provide surveying services for this development that includes the following tasks: Topographic survey locations delivered on a “Map of Survey”, referred to hereafter as the “Survey”.

1. Including a final record of survey showing the topographic cross sections along the existing drainage swale adjacent to the rear of properties along the easterly and northerly edge of flowers street.
2. Horizontal improvements along drainage swale.
3. To include any special drainage features or topography that might impact the drainage in the subject area.
4. Topographic survey to include all accessible utility inverts and locations.
5. Three (3) site Benchmarks to be placed on the subject parcel. With datum, location and elevation information to be displayed on the delivered survey.
6. “Trees” will be added at the surveyor’s discretion. Generally, any tree 8” or greater in diameter as measured a chest height.
7. Survey to be delivered in State Plain Coordinates, NAD83 horizontal and NAVD 88 Vertical Datum.
8. Subject Area as shown on following page:



*Fees for surveying services will be billed on a lump sum fee basis for a total of \$15,000, plus direct reimbursable expenses.*

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**

Jeremy Hewitt, PSM  
Senior Surveyor

### FEE SUMMARY

The following list summarizes costs associated with work items as described above. For your convenience, we have outlined the fees previously associated with the original scope of work and additional fees covering the expanded scope of work for this project.

	<b>Initial Proposed Fee</b>	<b>Add'l Scope Cost</b>	<b>Total Fee</b>
I – Engineering Services			
II – Surveying Services	\$3,000	N/A	\$ 3,000 (Lump Sum)
III – 2024 Engineer’s Report	\$10,300	N/A	\$10,300 (T&M)
IV – Surveying Services	N/A	\$15,000	\$15,000 (Lump Sum)
<b>Total Estimated Cost</b>	<b>\$13,300*</b>	<b>\$15,000*</b>	<b>\$28,300*</b>

**\*Plus direct reimbursable expenses and permit fees**

Matthews | DCCM will initiate services on this project immediately following receipt of the fully executed contract, included as Exhibit B.

**EXHIBIT A**  
**GENERAL TERMS & CONDITIONS**  
**Revised: 08/22/2023**

- a) **Scope of Work.** The Scope of Work details the services Matthews | DCCM is agreeing to provide along with the associated costs for these services and assumes normal engineering and design services along with up to up to two submittals. Additional submittals, work performed outside the scope of services detailed in this proposal, or changes due to requests or revisions from the Client or any government agency will require a signed Change Order that defines the additional scope and billing terms PRIOR to the out-of-scope work commencing. Costs will be based on the current schedule of fees/rates or renegotiation proposed in this Agreement exclude costs for the following fees and work types, but are not limited to: all permit application and governing agency fees, consumptive use permitting, wetlands mitigation, threatened/endangered species studies, geotechnical studies, traffic studies, shared parking studies, landscape architecture, irrigation designs, site lighting, structural/MEP engineering, architecture, agency construction inspection and as-built reviews, impact and clearance sheet fees, construction stakeout, other inspection services, other subconsultant fees, and reimbursable items as outlined in General Terms & Conditions.
- b) **Estimates.** The rates quoted in this proposal are good for 90 days. If a signed contract is not executed within this 90-day period, lump sum amounts will be revised, and time and material billing rates will change to reflect Matthews | DCCM's standard hourly rates in effect at the time the contract is signed and executed. Current billing rates are listed in bullet 'g' below. All billing rates are subject to change according to our annual billing rate increases. For lump sum contracts lasting more than a year, Matthews | DCCM reserves the right to adjust the lump sum contract amounts in accordance with the annual bill rate increase. Prior to any such rate changes, Matthews | DCCM will provide the Client with a 30-day notification of any rate changes.
- c) **Documents.** All plans, drawings, reports, information, etc. prepared or assembled by Matthews | DCCM's data creator [Engineer] under this Contract are for the Client's use in completing scope of work identified for use on the Project. The Client further agrees that they shall not be made available to any individual or organization for any other use, or reuse by others, without the prior written approval of Matthews | DCCM.
- d) **Compensation & Payments.** The Client agrees to pay Matthews | DCCM the compensation for its services as described under Scope of Services of this Agreement, with hourly rates computed based upon the established billing rates. Billing occurs monthly and is based on documented project progress. Payments may be made by check, ACH deposit, or credit card (a 3.5% transaction fee is assessed for credit card payments). Payment is due upon receipt of the invoice. **DELAYS IN MAKING PAYMENTS WILL CAUSE DEFINITE DELAYS IN PROJECTS BEING COMPLETED.**
- **PAYMENTS NOT RECEIVED WITHIN 30 DAYS OF THE INVOICE DATE ARE CONSIDERED DELINQUENT AND ALL SUBMITTALS WILL BE PUT ON HOLD FOR THE CLIENT'S PROJECTS UNTIL FULL PAYMENT IS RECEIVED.**
  - **Interest at the rate of 1.5% per month (or 18% per annum) will be added to any unpaid balance after 30 days from the invoice date. All work will cease until full payment is received, and the project will be delayed with new milestone dates being reassigned once payment in full is received.**
  - **Delinquencies lasting more than 70 days will result in a Claim of Lien recorded against the property.**
  - **Invoice balances aged over 90 days will incur a reinstatement fee of 15% of the total outstanding invoice balance. This reinstatement fee must be paid in full in addition to the full outstanding invoice balance in order for Matthews | DCCM to resume work on the project.**

- **Matthews | DCCM will stop all work and hold submittals in the case of a bounced check until a replacement check has cleared the bank.**
  - **The Client will be responsible for payment of any legal, collection, application, and permitting fees. Clients are responsible for paying application and permit fees prior to Matthews | DCCM making submittals.**
  - **Subcontractor services and fees paid by Matthews | DCCM on behalf of the client will include a 15% surcharge. Services performed by Project staff on a time and materials basis will be billed at the hourly rates listed herein.**
- e) **Certification.** Represented by a signed or sealed statement of a professional landscape architect or engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed.** All plans, designs, and documents will be prepared consistent with normal professional standards of care but does not guarantee success, approval, or issuance of permits. Matthews | DCCM will not accept back charges on corrective action without written agreement of both parties.
- g) **Billing Rates.** Below are the current billing rates. Billing rates are revised annually.

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
- i) **Compliance.** All work will be performed in accordance with appropriate city, county, and state or other governmental regulations.
- j) **Transfer or Termination.** The Client or Matthews | DCCM may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate Matthews | DCCM for services rendered and costs incurred, in accordance with Matthews | DCCM's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.
- k) **Retainer.** If a retainer is required, **it will be kept for the duration of the Project and applied to the final invoice.** Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, Matthews | DCCM will refund the full retainer amount.
- l) **Supplemental Owner's responsibilities - Surveying Services.**  
If an owner / client elects to contract directly with the surveyor, it must be understood surveys directly affect the accuracy and quality of the engineering design. Therefore, Owners / Clients that choose to contract directly with the surveyor are responsible for the following:
- Obtaining a detailed survey scope from Matthews | DCCM to provide to the surveyor that describes in detail what Matthews | DCCM requires of the surveyor in order to correctly complete the engineering services for the project.
  - Providing Matthews | DCCM with the surveyor's service agreement to review and approve prior to engagement of the surveyor to ensure the surveyor's service agreement includes the items outlined in the survey scope provided by Matthews | DCCM.
  - Agreeing work from Matthews | DCCM will not commence until a complete survey is provided to Matthews | DCCM.
  - Providing Matthews | DCCM the signed and sealed copies of the survey documents prior to the production of final construction plans.
  - Agreeing changes to the scope of design services may require additional survey information and deliverables resulting in modification to the scope of the survey, thus requiring the owner/client to contract with the surveyor for additional required services
  - Agreeing the schedule of completion for engineering design is directly affected by the receipt of the accurate and complete survey deliverables.
  - **Alternatively;** Agreeing if Matthews | DCCM is supplied with previously surveyed information, additional or updated survey information prior to commencement of engineering services may be required. The owner/client takes responsibility and liability for the supplied survey being a correct representation of the current existing conditions of the project site.
- m) **Liability.** Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- n) **Terms Acceptance.** Regardless of if this proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by Matthews Design Group, LLC (Matthews | DCCM) constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by Matthews | DCCM.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.





## **Tab 3**

# Quality Site Assessment

Prepared for: **Heritage Landing @ WGV**

## General Information

**DATE:** Thursday, Oct 03, 2024  
**NEXT QSA DATE:** Thursday, Jan 02, 2025  
**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.

**7** Seven Standards of Excellence



1 Site Cleanliness



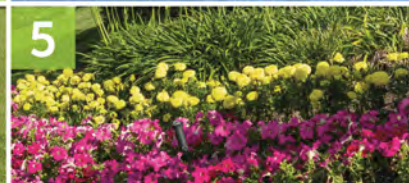
2 Weed Free



3 Green Turf



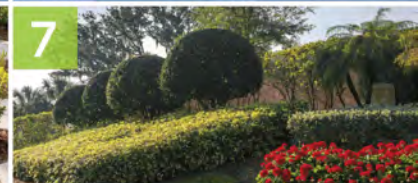
4 Crisp Edges



5 Spectacular Flowers



6 Uniformly Mulched Beds



7 Neatly Pruned Trees & Shrubs

### Maintenance Items



- 1 Fall annuals have been installed and are full of color
- 2 Ornamental grass beds are being sprayed on a rotation. There are also a few hanging limbs that need to be elevated.
- 3 Jasmine beds are being trimmed on a weekly rotation. These beds are also scheduled to be weeded next week while on site.
- 4 Hard and soft surfaces are being edged on a weekly rotation

### Maintenance Items



**5** Turf is still saturated located on the south side of court areas. We will discuss with our team before mowing to be more careful of tracking during what conditions.

**6** Ornamental grasses are starting to push through fence South of amenities area. We will have this scheduled to be cut back During our next visit

**7** Annuals in front of clubhouse are doing well. We will continue to monitor and be proactive with maintaining health of annuals.

**8** Grasses along sidewalk by court area are encroaching. We will trim back during next visit. Just a note we may want to look into removing a row of grasses along sidewalk as they were planted too close and require constant trimming. Over trimming these grasses can eventually cause damage to plant.

# QUALITY SITE ASSESSMENT

## Heritage Landing @ WGV

### Maintenance Items



**9** Ornamental grass beds north of roundabout are in need of weed control. We have this on our radar for next week.

**10** Athletic fields are still being mowed on a weekly basis to accommodate for events

### Recommendations for Property Enhancements



**1** We recommend removing declining Indian Hawthorne plants located in Center Island before roundabout. We will add this quote to our small project list to try and help reduce mobilization costs.

**2** Cogon grass located at FPL area has been retreated and is ready to brush hog. We recommend doing so in October or November.

**3** Area across from roundabout will also be added to the small project list to reduce mobilization cost. We suggest closing this area in with sod with a possibility of adding color two tips on the corners.

# QUALITY SITE ASSESSMENT

## Heritage Landing @ WGV

### Notes to Owner / Client



- 1** Turf color is still looking good. We have a meeting scheduled with Agrowpro to review select areas that are declining.
- 2** Tree work is approximately 90% completed. Our vendor is scheduled to return to prune holly trees over hanging court areas on the north side
- 3** We have a meeting set up this week to discuss Pond bank maintenance. Due to excessive rain, ponds water levels are high which make it difficult so safely more select areas throughout site. We will need to further discuss how to safely navigate through this growing concern
- 4** There are several red areas along Heritage Landing Boulevard caused from road construction crews. We can provide a quote to repair upon request

### Completed Items



**1** Trimming is being completed on a weekly rotation

**2** Silver Glenn area has been trimmed away from sidewalk and has minimal weeds

**3** Pool deck is clean and weed free. Pavers over by volleyball court were sprayed this week

**4** African iris needs to be trimmed back away from sidewalk. We will take care of this during next visit

### Completed Items



- 5** Ornamental grasses are scheduled to be shaved back away from sidewalk areas around amenities and court areas this week
- 6** Hard and soft surfaces are being edged on a weekly rotation

## 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: INSTALL RAINBIRD IQ NETWORK COMM TO THE THREE MAIN CONTROLLER  
 Project Description    HERITAGE LANDING: INSTALL RAINBIRD IQ NETWORK COMM TO THE THREE MAIN CONTROLLER

### Scope of Work

RAINBIRD 4G NETWORK COMMUNICATION PACKAGE COMES STANDARD WITH A 1-YEAR SUBSCRIPTION. AFTER THE INITIAL YEAR THE SUBSCRIPTION FEE IS \$200.00 A YEAR PER COMMUNICATION CARD. TOTALING \$600.00 FOR THE THREE CONTROLLERS PER YEAR.

**Features**

IQ is the perfect irrigation control solution for parks departments, school districts, property managers, landscape maintenance contractors and water managers. IQ can manage small single-controller sites as well as large multi-controller sites. IQ NCC cartridges are compatible with the ESP-LXME Controller with 1 to 48-station capacity, ESP-LXD Decoder Controller with 1 to 200-station capacity, ESP-LXIVM Controller with 1 to 60-station capacity and ESP-LXIVM Pro with 1 to 240 station capacity

IQ NCC cartridges are initially configured through a setup wizard provided in the ESP-LX Series Controller IQ Settings dial position. Communication setting parameters are configured through the IQ software or the NCC Configurator Software designed for netbook/laptop use on the job site

**Direct Satellites**

Single controller sites would use an IQ NCC cartridge configured as a Direct satellite. A Direct satellite has an IQ central computer communication connection but no network connections to other satellites in the system

**Server & Client Satellites**

Multi-controller sites would use one IQ NCC cartridge configured as a Server satellite and the other NCC cartridges configured as Client satellites. The Server Satellite has an IQ central computer communication connection and shares this communication connection with the Client satellites through high-speed data cable or radios. The communication connection between Server and Client satellites is called the IQNet???

Satellites on a common IQNet can share weather sensors and master valves

Server and Client satellites using high-speed data cable for IQNet communication require installation of an IQ CM Communication Module. Server and Client Satellites using radio communication for IQNet communication require installation of an IQSSRADIO radio. Each cartridge kit includes cables to connect the NCC cartridge to connection module and/or radio

QTY	UoM/Size	Material/Description	Unit Price	Total	
<b>STEAMBOAT CONTROLLER</b>				<b>Subtotal</b>	<b>\$4,952.74</b>
1.00	EACH	RAINBIRD LXME W/ADDITIONAL MODULES TO RUN 20 ZONES	\$1,075.00	\$1,075.00	
1.00	EACH	RAINBIRD 4G IQ NETWORK COMM PACKAGE W/GPS ANTENNA	\$3,532.14	\$3,532.14	
4.00	HOUR	LABOR	\$86.40	\$345.60	
<b>AMENITY CENTER</b>				<b>Subtotal</b>	<b>\$3,618.54</b>
1.00	EACH	RAINBIRD LXME W/ADDITIONAL MODULES TO RUN 28 ZONES (ALREADY ONE IN PLACE)	\$0.00	\$0.00	

**THIS IS NOT AN INVOICE**

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

## Proposal for Extra Work at Heritage Landing @ WGV

1.00	EACH	RAINBIRD 4G IQ NETWORK COMM PACKAGE W/GPS ANTENNA	\$3,532.14	\$3,532.14
1.00	HOUR	LABOR	\$86.40	\$86.40
<b>RV CONTROLLER</b>				<b>Subtotal</b>
				<b>\$4,952.74</b>
1.00	EACH	RAINBIRD LXME W/ADDITIONAL MODULES TO RUN 20 ZONES	\$1,075.00	\$1,075.00
1.00	EACH	RAINBIRD 4G IQ NETWORK COMM PACKAGE W/GPS ANTENNA	\$3,532.14	\$3,532.14
4.00	HOUR	LABOR	\$86.40	\$345.60

For internal use only

**SO#** 8525557  
**JOB#** 460802023  
**Service Line** 150

**Total Price** \$13,524.02

**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

Signature	Title
<b>Lourens Erasmus</b>	<b>Property Manager</b>
Printed Name	Date
	<b>October 02, 2024</b>

### BrightView Landscape Services, Inc. "Contractor"

**Irrigation Manager**

Signature	Title
<b>Juwan Lamar Dupree</b>	<b>October 02, 2024</b>
Printed Name	Date

<b>Job #:</b>	<b>460802023</b>	
<b>SO #:</b>	<b>8525557</b>	<b>Proposed Price: \$13,524.02</b>

## **Tab 4**



## Heritage Landing CDD Meeting

October 10, 2024, 1:00 p.m.

**Date of Report: October 2, 2024**

**Todd Myhill, Amenity Manager**

### **Recently Completed Special Event—No Board Discussion Required**

- The 3rd annual 80s Neon Pool Party was a delightful event this year and many residents told us how fun it was. We had tons of neon-colored LED giveaways, mini beachballs and this year, two surprise 5-foot beach balls. The excellent lighting and music from resident Dave Gullick (DJ Dave) and our own in-house lights made this a truly colorful event. Over 500 residents and staff attended this party.



- **Suspension of Several Minors—Board Action Required**

- There are three resident minors who were suspended on 9/29/24.
  - Two minors engaged in a fist fight at the pools on 9/29. This is a Level 3 infraction, which requires the Board's review and determination for the length of suspension.
  - In an unrelated incident, a resident minor gained unauthorized access to the pools with a non-resident minor guest. This minor has been suspended 30 days. The Board does not need to review this suspension.

- **Zumba Program Request—Board Discussion Required**

- Resident Jessica Curry, the new Zumba instructor, is requesting some support from the District to help get her Zumba class established. Zumba revenue is generally very low compared to other programs. This program is starting when there is no after-hours staffing and Zumba will need to pay a \$20 staffing fee to hold the class after office hours.

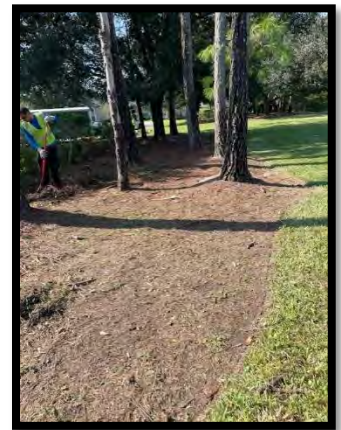
- **General Facility Information—No Board Action Required**

- Pilates has scheduled new days and hours through the amenity office to make it easier for residents to attend. She will be switching to noon and 1pm on Wednesdays, and 11am on Thursdays.
- As a value-added service, Vesta has designed a new website for Heritage Landing Amenities, which is more accessible and easier to use and easier to administer. This new website provides a fresh, dynamic overview of the community for residents and for prospective buyers. The website incorporates a new calendar of events that will provide a monthly snapshot of activities at the amenity center along with all of the features of the previous site. The website will become live in October.
- The surprise re-paving of Heritage Landing Parkway has almost been completed. SJC's Road and Bridge neglected to notify the District in advance before beginning the repaving, did not follow the dates they did supply and when scheduling the conclusion of the work, were interrupted by the effects of Hurricane Helene. It's been a challenge to residents, but we're all grateful to have the road resurfaced and look forwards to the walk through to itemize all the repairs that will be required to restore the District's property to it's original condition.
- 7 weeks of hurricane season left, we remain vigilante and ready to respond.



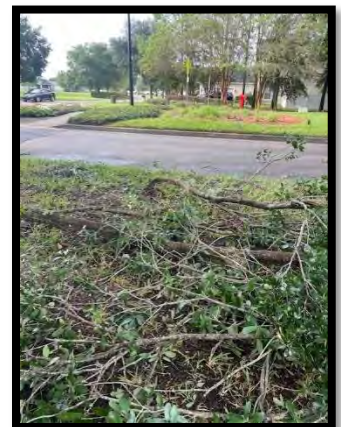
**Heritage Landing CDD Meeting**  
**October 10, 2024**  
**Field Operations Manager Report**  
**Date of report: 10/2/2024**

**India River Hedge:**



The hedge was edged, weed sprayed and burn down and all the other volunteer growth removed out of it. Leaving only the wax myrtles as intended.

**Tree Branch Removal:**



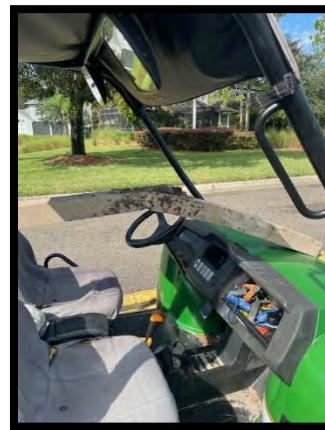
During one of our storms a large branch broke and swung over HL Pkwy. We quickly pulled it down and BV helped dispose of it.

**RV Lot Trailer Swap:**



The trailer swap went off without a hitch.

**Street Sign Replaced:**



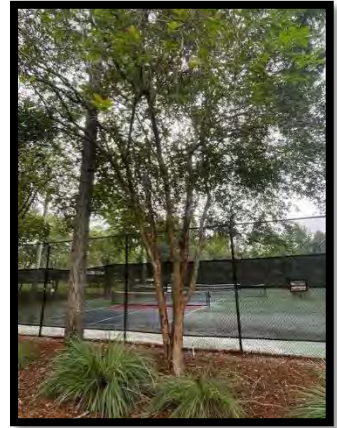
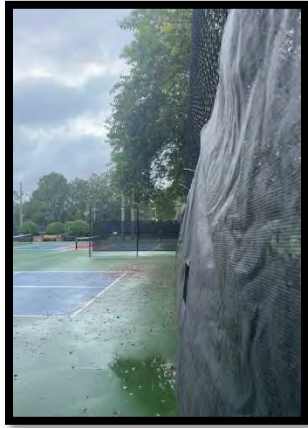
One of our new signs were hit and damaged, a new one was installed shortly after. A police report was filed and our insurer will be handling that incident.

**Additional Signs:**



Our street sign vendor, Sundancer replaced several old signs on the property at no cost to the district.

### Trees Removed:



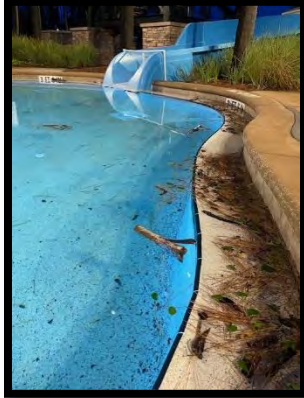
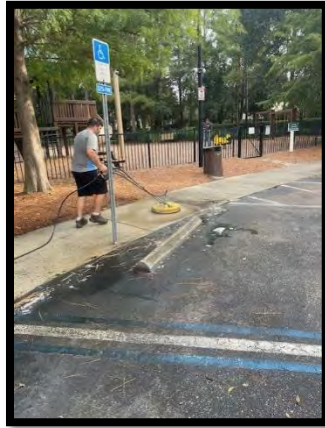
The crepe myrtles overhanging the tennis courts were creating a mess they were removed and stump ground. The oaks over hanging the athletic fields were lifted to allow sunlight that should help the grass to possibly fill in. Smaller crepes that were competing with other trees and vegetation were also cut out.

### Tennis Bathroom:



The fence has been installed.

## General Maintenance:



We were able to pressure wash a good amount of sidewalk, tennis bathrooms and the bus stop on Steamboat. I was able to hire a new maintenance tech, so we are excited to get back to knocking some projects out.

Heritage was Blessed to have not sustain real damage during hurricane Helene. We were able to have the pools cleaned, parking lots and courts blown off and windscreens rehung in the rv lot and tennis courts. I want to thank BV for their quick response in helping us getting the place ready for our event on Saturday.

Lourens Erasmus  
General Manager



370 Heritage Landing Pkwy  
Saint Augustine, FL 32092



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6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** September 27, 2024

**Biologists:** Jim Charles  
Rich Powers, Justin Powers

**Client:** Heritage Landing CDD

**Waterways:** Thirteen Ponds

**Comments:** Calm, mostly sunny, 76° F

**Pond 1:** Pond was in good condition. The water level is good. Treatment of perimeter for alligator weed and spatterdock last month had good results.



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



Cleaned fish barrier on outflow structure.



**Pond 3:** Pond was in improved condition. The water level is good. Treatment for torpedo grass last month was effective.



**Pond 4:** Pond was in good condition. Both fountains are running. Treatment for torpedo grass, bacopa and spatterdock last month had good results. Added 4 gallons of pond dye.



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





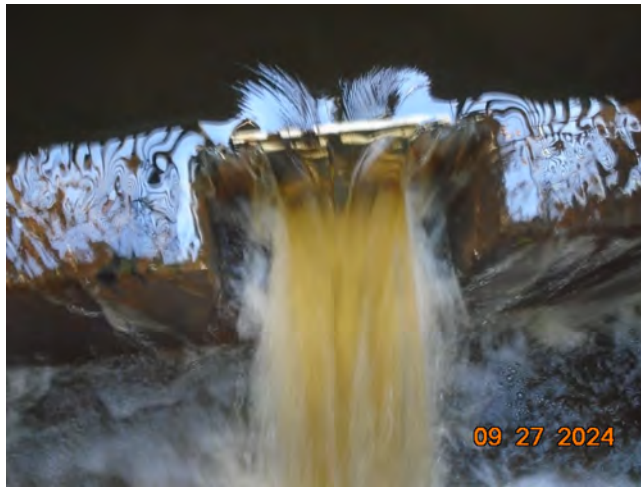
Cleaned fish barrier on outflow structure.



**Pond 6:** Pond was in good condition this month. The water level is normal.



**Pond 7:** Pond was in good condition. The water level is good. Algae treatment last month had good results.



**Pond 8:** Pond was in good condition. The water level is normal. Fountain running at the time of service. Perimeter treatment last month for torpedo grass and alligator weed had good results.



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



**Pond 10:** Pond was in good condition. The water level is good.



Cleaned fish barrier on outflow structure.





**Pond 11:** Pond was in good condition. The water level is normal. Algae treatment last month was effective.



**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



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## Service Report

**Date:** September 13, 2024

**Fountain Tech:** Tom Hair

**Client:** Heritage Landing CDD

**Contact:** Melissa Dobbins, Todd Myhill, Lourens Erasmus

**Waterways:** Fifteen Ponds

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

### **Pond 2 Fountain:**



**Pond 4 Fountain 1:**



**Pond 4 Fountain 2:**



**Pond 8 Fountain:**



**Total Additional Materials: 0**

**Please contact Charles Aquatics with any questions or comments.**