



Rizzetta & Company

# Heritage Landing Community Development District

---

**Board of Supervisors' Meeting  
March 13, 2025**

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>	Kevin Austin Christine Mallatt Robert Och Achara Tarfa Michael Taylor	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

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)

---

---

Board of Supervisors  
Heritage Landing Community  
Development District

March 6, 2025

## FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **March 13, 2025, 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
    - 1.) Consideration of the Minutes of the Board of Supervisors' Meeting held on February 13, 2025..... Tab 1
    - 2.) Ratification of the Operation and Maintenance Expenditures for January 2025..... Tab 2
4. **STAFF REPORTS - PART A**
  - A. District Engineer
  - B. Landscape and Maintenance..... Tab 3
    - 1.) Consideration of Tree Work Proposals
5. **BUSINESS ITEMS**
  - A. Consideration of Swim Lesson Proposal..... Tab 4
  - B. Consideration of Tennis Court Lights Proposals..... Tab 5
  - C. Consideration of Fire Sprinkler Test Proposals..... Tab 6
6. **STAFF REPORTS PART - B**
  - A. District Counsel
  - B. Amenity Center and Field Maintenance..... Tab 7
    - 1.) Amenity Manager Report
      - i.) YMCA Summer Camp Update
    - 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 **February 13, 2025, at 6:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present and constituting a quorum:

Kevin Austin	<b>Board Supervisor, Chairman</b>
Christine Mallatt	<b>Board Supervisor, Vice Chairman</b>
Robert Och	<b>Board Supervisor, Assistant Secretary</b>
Achara Tarfa	<b>Board Supervisor, Assistant Secretary</b>
Micheal Taylor	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Kutak Rock LLC</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>Vice President, Vesta Property Services</b>
Steve McAvoy	<b>BrightView Landscape</b> <i>(via Zoom)</i>

Audience was present and on Zoom.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Austin called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Public Comments on Agenda Items**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consent Agenda**

- 1.) **Consideration of the Minutes of the Board of Supervisors' Meeting held on January 9, 2025**

2.) Ratification of the Operation and Maintenance Expenditures for December 2024

On a motion by Mr. Och, seconded by Ms. Mallatt, with all in favor, the Board approved the Board of Supervisors' meeting minutes held on January 9, 2025, the Board ratified the December 2024 Operation and Maintenance Expenditures in the amount of \$105,850.61, for the Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS

Staff Reports – Part A

A. District Engineer

The District Engineer was not present.

B. Landscape and Maintenance

Mr. McAvoy updated the board that they will be treating the sod along Silver Glen again this month to get new growth. If they don't see any improvement they will replace the sod at no cost to the district.

\*Board moved to agenda item 5B.

FIFTH ORDER OF BUSINESS

Review Landscape and Irrigation Maintenance RFP Scope

The board discussed the scope of services and made changes regarding the requirement of inspections with staff and at the request of Mr. Och, added language that stated, "treatment of turf and mulched areas for damaging insect infestation, and weed/invasive plant control will be the responsibility of contractor".

The board also requested to get pricing for a five-year term agreement.

On a motion by Mr. Och, seconded by Mr. Austin, with all in favor, the Board approved the Landscape and Irrigation Maintenance RFP Scope of Service with changes as discussed, for the Heritage Landing Community Development District.

SIXTH ORDER OF BUSINESS

Presentation by YMCA for 2025 Summer Camp

The board discussed the YMCA Summer Camp presentation and proposal under Tab 4 with Ms. Jennifer Ziolk, YMCA Representative. The camp would start June 1st and go through Aug. 8th. It was noted that YMCA members would be given a discount and have a fee of \$180/week, while non-members would be charged \$225/week.

91 Discussion ensued.

92

93 The board agreed to a flat 10% revenue fee off the total number of enrolled  
94 children at the non-member rate of \$225/week.

95

On a motion by Mr. Taylor, seconded by Mr. Och, all in favor, the Board approved the 2025 YMCA Summer Camp Proposal, subject to finalizing a District Agreement including a 10% flat revenue fee off the non-member rate of \$225/week for the Heritage Landing Community Development District.

96

97 **SEVENTH ORDER OF BUSINESS**

**Consideration of Pool Repair Proposals**

98

99

On a motion by Mr. Taylor, seconded by Mr. Austin, all in favor, the Board approved both Big Z Pool proposals in the amount of \$1,547.00 and \$568.00, for the Heritage Landing Community Development District.

100

101

102 **EIGHTH ORDER OF BUSINESS**

**Staff Reports – Part-B**

103

104 **A. District Counsel**

105

106 No Report.

107

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

109

110 **1. Amenity Manager Report**

111

112 *\*Board moved to agenda item 6B(1)(ii).*

113

114 **ii. Review EFT Options & Amenity Rates and Fees**

115

116 After discussion the board tabled further review of this item until staff can review  
117 amenity rate caps that have been previously set.

118

119 **i. Consideration of Mr. Softee Sunday Ice Cream**

120

121 After discussion the board approved Mr. Softee to come weekly at a fee of  
122 \$30 per visit.

123

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board approved Mr. Softee Food Truck at \$30.00 per visit, for the Heritage Landing Community Development District.

124

125

126

127

128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172

**2. Field Manager Report**

**i. Wayne Automatic Fire Sprinkle Proposals**

Mr. Erasmus reviewed proposals behind Tab 7 and stated the proposals are for the board to review and discuss later and in the meantime, he will get additional bids for comparison.

**ii.) Matrix Endurance Treadmill Proposals and Warranty**

Mr. Erasmus provided an update regarding the treadmills. The board discussed and will review replacements when necessary.

Mr. Erasmus also brought up a resident's request regarding another streetlight. The board stated they would discuss this matter more at their budget workshop.

**3. Charles Aquatics Report**

**C. District Manager**

**1. Selection of Auditor RFP Committee and Schedule First Committee Meeting**

Ms. Dobbins reviewed with the board the next steps to start the Auditor RFP process.

On a motion by Mr. Austin, seconded by Ms. Mallat, with all in favor, the Board approved to appoint the Board as the Audit Committee and set the first Audit Committee Meeting for March 13<sup>th</sup> prior to the start of their next regular meeting, for Heritage Landing Community Development District.

**NINTH ORDER OF BUSINESS**

**Supervisor Requests & Audience Comments**

**Supervisor Request:**

The board agreed that the HOA can work with staff to post on the bulletin board at the amenity center.

**Audience Request:**

There were no audience comments.

173  
174  
175  
176  
177

**TENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Taylor, and seconded Mr. Austin, with all in favor, the Board adjourned the meeting at 8:47 p.m., for the Heritage Landing Community Development District.

178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219

DRAFT

220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247

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

\_\_\_\_\_  
Chairman / Vice Chairman

DRAFT

## **Tab 2**

# HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.HERITAGELANDINGCDD.ORG

## **Operation and Maintenance Expenditures January 2025 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2025 through January 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$133,571.66**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	300005	9171830	Brush Hog Work 12/24	\$ 1,295.83
BrightView Landscape Services, Inc.	300010	9179479	Irrigation Repair 12/24	\$ 925.06
BrightView Landscape Services, Inc.	300010	9194057	Landscape Maintenance 01/25	\$ 22,067.00
BrightView Landscape Services, Inc.	300008	9197658	Irrigation Repair 12/24	\$ 1,547.60
Charles Aquatics, Inc.	300025	52378	Pond Maintenance 01/25	\$ 975.00
COMCAST	20250106-1	8495 74 140 0429787	Internet Services 12/24	\$ 317.29
Commercial Fitness Products, Inc.	300011	12/24 ACH CC12059	Preventative Fitness Equipment Maintenance 12/24	\$ 225.00
Florida Department of Revenue	20250123-1	65-8015563124-2	65-8015563124-2 Sales & Use Tax 12/24	\$ 142.71
Florida Power & Light Company	20250130-1	12/24 ACH 87098-35048 12/24	Electric Services 12/24	\$ 4,420.42
Florida Power & Light Company	20250130-2	ACH Monthly Summary 12/24 ACH 475	Electric Services 11/24	\$ 5,405.68
Gannett Florida LocaliQ	300012	6883949	Account# 968025 Legal Advertising 12/24	\$ 82.24

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hardwick Fence, LLC	300019	155521 Deposit	Deposit - Remove Fence/Post/Pavers 01/25	\$ 4,418.55
Heritage Landing CDD	DC010225	DC010225	Debit Card Replenishment 01/02/25	\$ 1,440.73
Heritage Landing CDD	DC011625	DC011625	Debit Card Replenishment 01/16/25	\$ 724.66
Kutak Rock, LLP	300013	3495955	Legal Services 09/24	\$ 1,778.00
Lana Uhlik	300014	LU122224 Refund	Rental Deposit Refund 12/24	\$ 50.00
Leslie Achara McNair-Tarfa	300020	AT010925	Board of Supervisors Meeting 01/09/25	\$ 200.00
M&G Holiday Lighting	300026	1066 Balance	Holiday Lighting New Install 01/25	\$ 2,817.25
Marisol Riveros	300015	MR122824 Refund	Rental Deposit Refund 01/25	\$ 50.00
Northeast Quality Services LLC	300027	36953	Janitorial Services 01/25	\$ 700.00
Poolsure	300006	131295625874	Pool Chemicals 01/25 - 12/25	\$ 38,778.01
Republic Services	300023	0687-001488051	Waste Disposal Services 01/25	\$ 342.23
Rizzetta & Company, Inc.	300009	INV0000096201	District Management Fees 01/25	\$ 5,983.33
Robert Och	300021	RO010925	Board of Supervisors Meeting 01/09/25	\$ 200.00

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SESAC, INC.	300016	10796730	Music Performance License 2025	\$ 610.00
St Johns Utility Department	20250121-1	503699-115198 12/24	Water Services 12/24	\$ 626.50
St Johns Utility Department	20250121-2	ACH 533275-126033 12/24	Water Services 12/24	\$ 52.02
Synergy Florida	300028	ACH 389944	Audio & Video System 01/25	\$ 1,245.00
Synergy Florida	300028	389945	Audio & Video System 01/25	\$ 195.00
Turner Pest Control, LLC	300007	619951122	Pest Control Services 12/24	\$ 131.16
Turner Pest Control, LLC	300029	620176858	Pest Control Services 01/25	\$ 135.09
Turner Pest Control, LLC	300029	620232256 Renewal	Termite Servicing Agreement Renewal	\$ 17.25
Vesta Property Services, Inc.	300017	2025 ADJ 423816	Adjustment 01/25 Management Services 12/24	\$ 35,498.05
VGlobal Tech	300018	6901	ADA Website Maintenance 01/25	<u>\$ 175.00</u>
<b>Report Total</b>				<b><u>\$ 133,571.66</u></b>

## **Tab 3**



# Quality Site Assessment

Prepared for: **Heritage Landing @ WGV**

## General Information

- DATE:** Wednesday, Mar 05, 2025
- NEXT QSA DATE:** Monday, Jun 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.

<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>

### Carryover Items



**1** There are some soft tissue plants damaged by cold weather throughout the property. We will continue to monitor and cut back when weather permits.

**2** There are a few vines that need to be removed at east and west end of athletic field that we will have removed during our next detail rotation.

# QUALITY SITE ASSESSMENT

## Heritage Landing @ WGV

### Maintenance Items



- 1** Pond maintenance is being completed as needed during the winter months
- 2** Trimming rotations are on schedule. Loropetalum and azaleas are starting to push out some nice color
- 3** We are in the process of cutting back soft tissue plant material that was damaged by cold temperatures. We will follow up once completed.
- 4** Common area located between the soccer and baseball fields are scheduled to be cleaned up by next week. We will be removing vines and volunteers and trimming some areas off of grass line.

# QUALITY SITE ASSESSMENT

## Heritage Landing @ WGV

### Maintenance Items



5



6



7



8

**5** Patio ligustrums trees have been pruned for a nicely groomed appearance.

**6** Athletic field appears to be healthy with minimal weed pressure. Color is off, but that is normal for this time of year.

**7** Starting to see some new weed growth pushing up in Jasmine beds. We will schedule an over the top weed control application and follow up once completed.

**8** Pool deck is clean and weed free

# QUALITY SITE ASSESSMENT

## Heritage Landing @ WGV

### Maintenance Items



**9** Playground is free and clear of weeds, debris, and trash

**10** Wood line between RV Park and FPL area is encroaching turf line. We will get with our team to have this area pushed back from turf line and light pole.

**11** Woodline cutbacks along Enterprise Ave has been completed. We plan to mow back this area a little more in March and spray wood line. We will follow up once complete completed.

**12** Ornamental grass beds are being treated for weed control on a weekly rotation, but we are starting to see a lot of debris buildup in some areas. We will get with our team to continue to chip away at debris removal.

# QUALITY SITE ASSESSMENT

## Heritage Landing @ WGV

### Maintenance Items



**13** Turf color is starting to bounce back with warming temperatures

**14** We are continuing to treat ant mounds as needed. We found a few active mounds this week while on site and treated.

### Recommendations for Property Enhancements



**1** Ditch lines along Fpl areas could benefit from addition brush hogging. This would reduce % of home damage if accidental fires were started along Fpl areas.

**2** Swallow tail bed along lake could use some structural tree pruning where Jack Frost ligustrums are struggling. There are 5 Oaks that could be elevated 15' with cleaning out under dead wood and prune top 3rd of 8 Crepe Myrtle trees. This would help promote the health of turf and plant material.

# QUALITY SITE ASSESSMENT

## Heritage Landing @ WGV

### Notes to Owner / Client



**1** Winter annuals are doing well and are full of color. Next schedule change out is at the end of March.

**2** There is some declining turf areas between the courts and parking lot. I will schedule a meeting with our horticulturalist and Agrowpro to determine cause. Possible cold damage. We will also preform soil tests as well. There are also several low spots in these areas that hold water. We recommend top dressing some of these low areas to help prevent standing water and fungus issues.

# QUALITY SITE ASSESSMENT

## Heritage Landing @ WGV

### Completed Items



**1** Roses at entrance need to be cut back and fertilized. We will get this on schedule and follow up once complete completed.

**2** Smaller Crepe Myrtle trees up towards the entrance have not performed well the last few years. We have scheduled a hard cut back and fertilizer application to try to help rejuvenate. We will follow up once completed.

**3** There are a few large fallen limbs located at the west end of of athletic field. We will get with our crew and have removed during next visit

**4** Hard and soft surfaces are being edged as needed during the winter months

### Completed Items



**5** Ornamental grass cutbacks have been completed. We will continue to follow up with herbicide and pre emergent applications to help control the weed population

**6** Plant material near pool safety equipment needs light trimming. We will have this completed during this next scheduled detail 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- tree work		
Project Description	General Tree		

### Scope of Work

This quote is to elevate large Oak trees in heavily shaded areas causing turf to decline. This will open up canopy's and allow more sunlight to these areas to help promote the health of turf.

QTY	UoM/Size	Material/Description	Total
<b>Clubhouse Entrance Way</b>			<b>\$1,654.68</b>
1.00	LUMP SUM	Club House Entrance Way- Elevate 9 Oak trees up to 15' where applicable and remove major deadwood 2" or greater and 2 Oaks across from walking bridge west of pool area. Haul away debris	
<b>Rv Lot Area</b>			<b>\$1,642.86</b>
1.00	LUMP SUM	RV AREA - Trees are located along front of the fence along Heritage Landing Pkwy Elevate oak trees up to 13 feet and from deadwood 2 inches or greater and haul away debris	
<b>Allapathtah Ave/ Roundabout</b>			<b>\$1,631.21</b>
1.00	LUMP SUM	Allapathtah Ave - tree elevation- Elevate 8 large oak trees up to 15' and cut away from light poles and haul away debris	

For internal use only

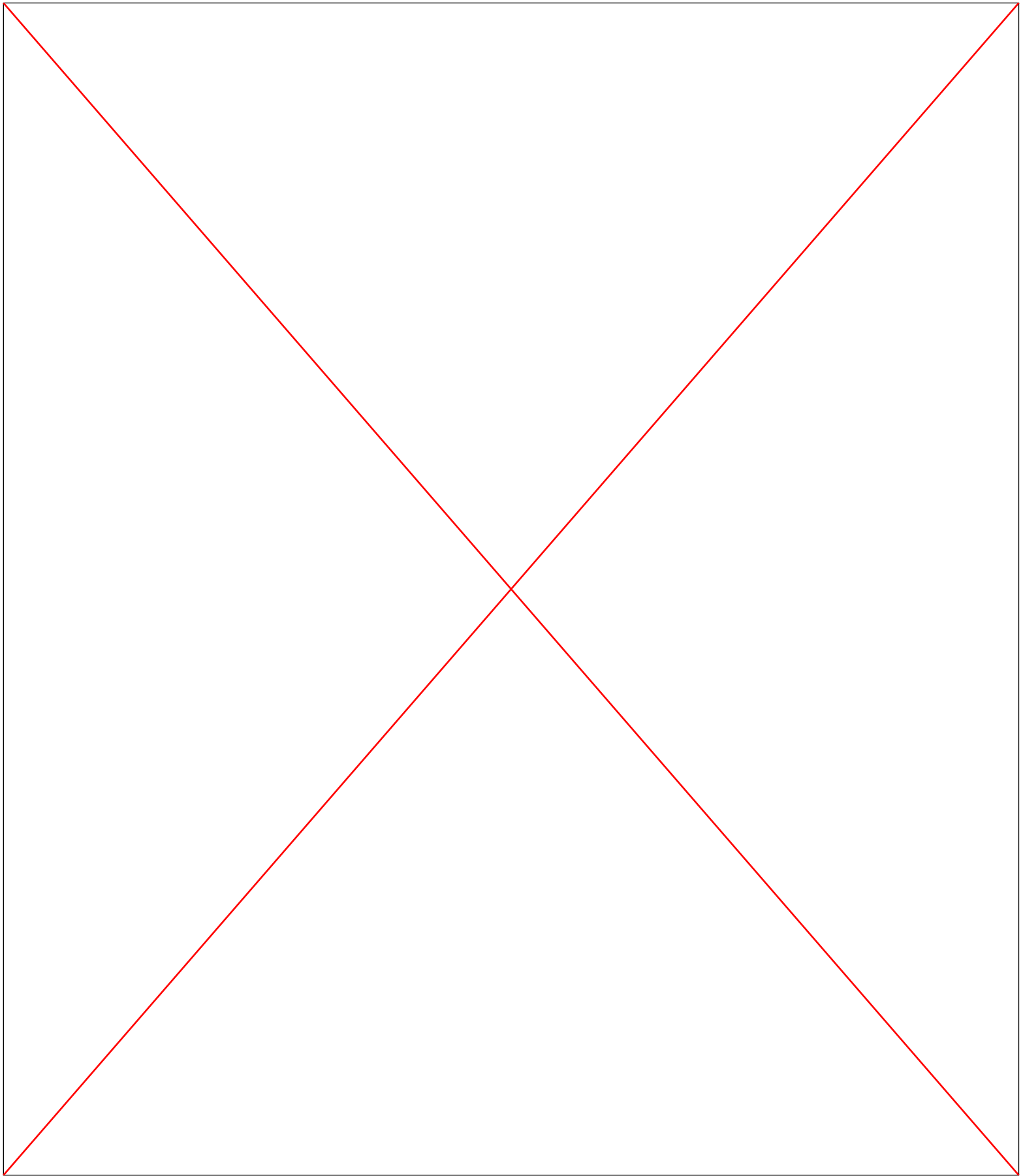
SO# 8605597  
JOB# 460802023  
Service Line 300

**Total Price** \$4,928.75



**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

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  
Project Description    General Tree

### Scope of Work

**DEAD TREES**

- Between RV parking and the roundabout
- Cut down dead pine located on edge of wood line
- Cut down and remove dead bay tree located along wood line
- Remove and flush cut small dead pine tree in parking lot of pickle ball
- Remove dead pine tree located along Heritage Landing Pkwy just before Steamboat Landing
- Remove 2 dead pine trees behind 1800 Enterprise Ave

QTY	UoM/Size	Material/Description	Total
<b>Dead Tree Removals</b>			<b>\$3,428.57</b>
1.00	LUMP SUM	Cut down and remove dead trees listed in above and haul away debris.	

For internal use only

**SO#**                    8605546  
**JOB#**                 460802023  
**Service Line**        300

**Total Price**                    \$3,428.57

**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>Property Manager</b>
<b>Lourens Erasmus</b>	Date	<b>February 13, 2025</b>
Printed Name		

**BrightView Landscape Services, Inc. "Contractor"**  
**Account Manager**

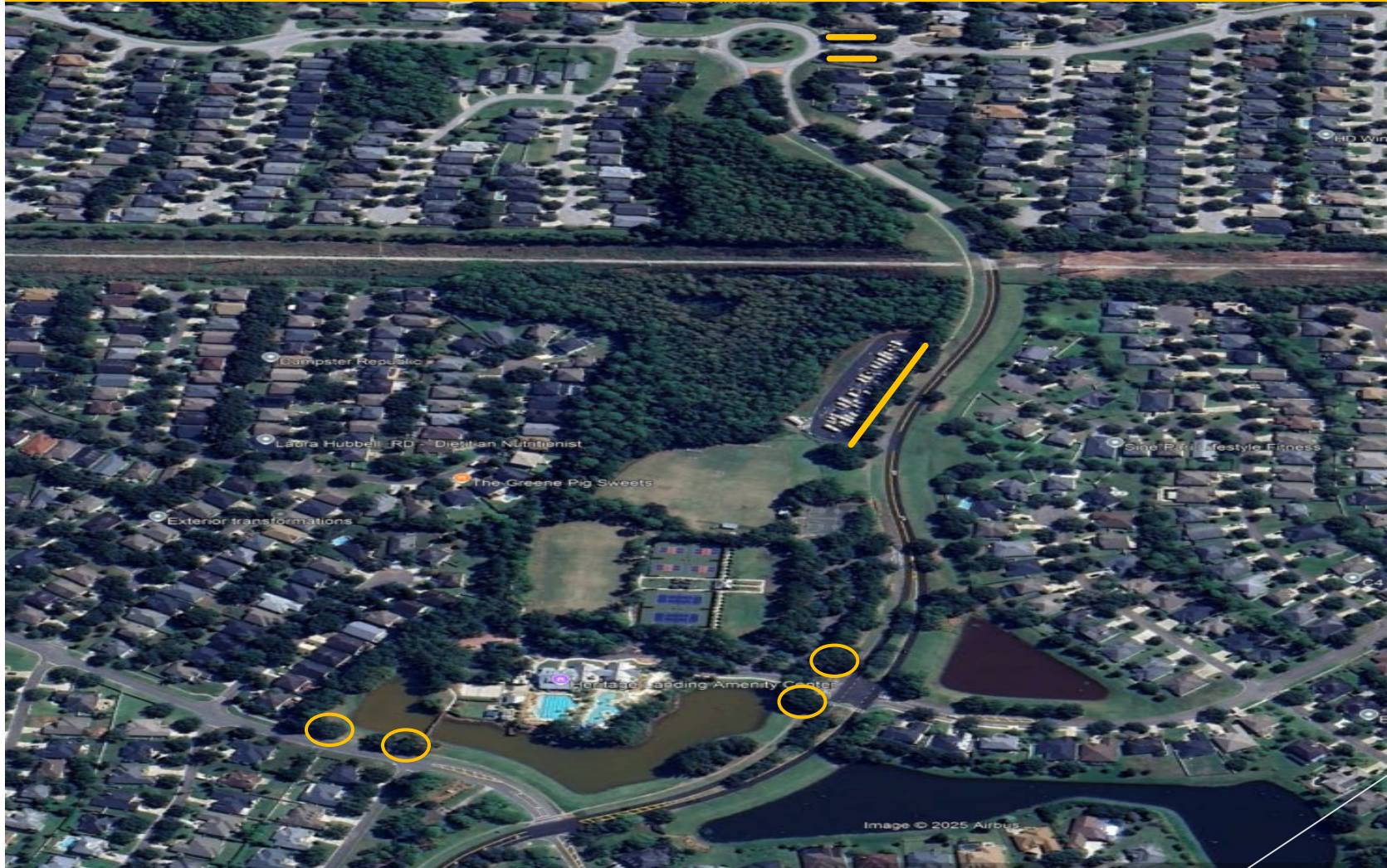
Signature	Title
<b>Steve McAvoy</b>	<b>February 13, 2025</b>
Printed Name	Date

**Job #: 460802023**  
**SO #: 8605546**      **Proposed Price: \$3,428.57**

Heritage Landing

Tree elevation

Location Map



LJC

## 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 Billing Address	Heritage Landing CDD c/o Rizzetta and Company Inc 370 Heritage Landing Pkwy St Augustine, FL 32092

Project Name            Heritage Landing- Swallow Tail Lntree work  
Project Description    General Tree

### Scope of Work

This quote is to elevate large Oak trees in heavily shaded areas causing turf to decline. This will open up canopy's and allow more sunlight to these areas to help promote the health of turf.

QTY	UoM/Size	Material/Description	Total
<b>Swallow Tail Ln</b>			<b>\$1,294.96</b>
1.00	LUMP SUM	Swallow Tail In- Elevate 5 Oak trees up to 15' where applicable and remove major deadwood 2" or greater and 8 Crepe Myrtles- Remove top 3rd of tree to help rejuvenate tree, remove moss and cross branches. Haul away debris	

For internal use only

**SO#**                    8619253  
**JOB#**                 460802023  
**Service Line**        300

**Total Price**                    \$1,294.96

**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**

	<b>Property Manager</b>
Signature _____	Title _____
<b>Lourens Erasmus</b>	<b>March 06, 2025</b>
Printed Name _____	Date _____

**BrightView Landscape Services, Inc. "Contractor"**  
**Account Manager**

	<b>March 06, 2025</b>
Signature _____	Title _____
<b>Steven C. McAvoy Jr.</b>	<b>March 06, 2025</b>
Printed Name _____	Date _____

<b>Job #:</b>	<b>460802023</b>		
<b>SO #:</b>	<b>8619253</b>	<b>Proposed Price:</b>	<b>\$1,294.96</b>



## **Tab 4**



## **British Swim School Pool Partnership Proposal**

### **DESCRIPTION OF THE PROPOSAL**

The following represents a Pool Partnership Proposal for Heritage Landing Amenity Center.

British Swim School of St Johns – St Augustine is pleased to present Heritage Landing CDD with its proposal for a swim school service for the 2025 summer season, which seeks to meet the demand for this service from its residents.

### **BRITISH SWIM SCHOOL OF ST JOHNS – ST AUGUSTINE**

Is the premier survival and stroke development swimming lessons provider, utilizing highly trained swim instructors to teach swim lessons that focus on safety, fun and skill development across all age and ability levels. Our curriculum-based program is focused on achieving prescribed goals before advancing to the next level in the program, offering classes to infants (as young as 3 months), toddlers, children, teens and adults.

(See detailed information about BSS in document attached)

### **OUR PROGRAM**

Our main goal is SAFETY, our CORE program is focused on water safety and develop of survival skills. BSS also develops strokes. Students are introduced to the four competitive swimming strokes. In this stage, swimmers continue to learn safety skills while working on stroke techniques.

### **FACILITY**

The service will be provided in the pool of the Heritage Landing Community Center.

### **PROPOSED SCHEDULE**

Classes will be offered on **Fridays from 9:30 am to 1:30pm**, with the possibility of opening an additional day (Wednesday) in case the number of enrolments requires it.

Classes take 30 minutes, size of the groups: 4 kids.

Swimming Summer Season **will start on May 30th and will end on August 8th**

### **FEES FOR RESIDENTS**

Registration Fee: USD 60 (This includes a Welcome Bag)

Tuition: USD 34 per class (Tuition is charged in advance, considering the number of classes taken in the month, with a minimum of 4 lessons per month)

If we are able to open 2 days, and someone is interested in taking classes twice a week, then the rate per class is USD 31.



### **SWIM INSTRUCTORS**

All our instructors are lifeguard certified, certified by Safe Sports Association and certified by BSS Program.

### **ADMINISTRATION**

Student registration, payment of monthly fees, administration of absences and make up classes are managed by BSS via the BSS App, our website and BSS Telephones.

### **PROPOSED MONTHLY RENT**

British Swim School of St Johns – St Augustine offers to pay the Facility a monthly rent of 10% of the total revenue for the use of the pool Facilities for the above stated hours.

### **WEB SITE AND SOCIAL MEDIA**

<https://britishswimschool.com/southside-jacksonville/la-fitness-jacksonville-old-augustine/>

IG bssouthjacksonville

FB: British Swim School of Southside Jacksonville

### **CONDITION TO START**

32 Enrolled students (for 1 day)

We hope that you agree with this proposal, and we look forward to your response.

Sincerely,

MAR SEA MORE LLC DBA British Swim School of St. Johns – St. Augustine

Name: Carlo Bellatin - Owner

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Tab 5**

## **Tennis Court Lights**

**Dear Supervisors,**

Currently we have 2 lights that are out, in the past we have always waited to make repairs and replacements when we have 2 or more lights out to save on mobilization and lift rentals.

I asked Smith Electrical to provide us with 2 options.

### **Option 1:**

Complete the pickle ball court led conversion by removing the existing fixtures and replacing them with two new bull horns and 4 new led light fixtures. That means the two posts currently that have the old-style lights will be replaced with 2 led fixtures each to match what we have done already on the opposite side.

Then they will use the bulbs and ballast from the old fixtures and repair the 2 lights that are down on the tennis courts.

### **Option 2:**

Replace the two lights that are down with new bulbs and ballast.

Smith Electrical Inc.  
 PO Box 9023  
 St Augustine, FL 32085

# Estimate

Estimate #	Date
PickleBallC	2/27/2025

Name / Address
Heritage Landing CDD C/O Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614 cddinvoice@rizzetta.com

Item	Description	Qty	Rate	Total
Quote	Remove (4) existing fixtures. Supply and install (4) LED fixtures, (2) bull horns, man lift, and mounting hardware.		7,047.88	7,047.88
Quote	Relocate existing ballast and lamp and (2) tennis court fixture lights.		250.00	250.00
			<b>Total</b>	\$7,297.88

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
9048290899	904-829-0259	smithelectric08@gmail.com	staugustineelectric.com

*Laurens Erasmus*

Smith Electrical Inc.  
 PO Box 9023  
 St Augustine, FL 32085

# Estimate

Estimate #	Date
TennisCourt	3/5/2025

<b>Name / Address</b>
Heritage Landing CDD C/O Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614 cddinvoic@rizzetta.com

Item	Description	Qty	Rate	Total
Quote	Remove existing ballast . Supply and instal (2) 1000 watt ballast kits and lamps		2,279.77	2,279.77
Notes	Man lift included			
<b>Total</b>				\$2,279.77

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Signature

Phone #	Fax #	E-mail	Web Site
9048290899	904-829-0259	smithelectric08@gmail.com	staugustineelectric.com

*Louana Rainville*

## **Tab 6**

## **Fire Sprinkler Proposal**

**Dear Supervisors,**

Last month I told you that we are looking at some problems with the system that pertain to leaks and compressors running extended time frames.

Heritage is scheduled to do a 3-year trip test where they flood the system with water to test the speed at which the water travel in the pipes from beginning to the last pipe in the system. I asked them to combine this test with a leak detection since trying to find an air leak in the attic is nearly impossible, but water will surely show us those problem spots. Once these leaks have been identified they will perform a system flush that should get rid of all the nasty condensation and sludge build up in these pipes. Including you will find the proposal/s from vendors I contacted.

I contacted Wayne Auto who services our system, and they provided me with a proposal. I met with Cintas on 3-4-25 and am awaiting their proposal. I contacted Fire Sprinkler Services several times and their service manager has not contacted me back as of 3-5-25.

I recommend we get this test done here shortly, then request proposals for all the leak repairs before we go ahead with the valve and compressor replacement.



Wayne Automatic Fire Sprinklers, Inc. JAX Branch  
 11326 Distribution Ave W  
 Jacksonville, FL 32256-2745  
 USA

CUSTOMER	BILL TO	JOB LOCATION	
Heritage Landing Cdd	Heritage Landing CDD	Heritage Landing Community Ctr	DATE <b>March 3, 2025</b>
2806 N. 5th Street	c/o Rizzetta & Company	370 Heritage Landing Parkway	EXPIRY DATE <b>April 2, 2025</b>
	3434 Colwell Ave. Suite 200	St. Augustine, FL 32092	SALES REP <b>Marlie M. Gibson</b>
St. Augustine, FL 32084	Tampa, FL 33614		PHONE <b>9042683030 EXT 1122</b>
Todd Myhill	Todd Myhill		
(904) 436 6270 FX:	(904) 436 6270 FAX:	(904) 940 6095 FAX: (904) 940 4842	
todd.myhill@vestaforyou.com			EMAIL <b>mmgibson@waynefire.com</b>
SCOPE OF WORK			

This proposal is for the following:

- Wayne Automatic Fire Sprinklers to perform a 3 year test on the Dry System
- Replace out of date gauges
  - Inspect interior of dry valve components
  - Perform full flow trip test
  - Drain and reset dry system

This quote is only valid for 30 days from the date of origination and is subject to material and/or labor price increases.

DESCRIPTION	PRICE
Materials and Labor:.....	<b>TOTAL: \$2,240.00</b>

**Exclusions: The following are not included in this proposal:**

- Posting, scheduling or conducting a "fire watch" due to fire system impairment(s).
  - Any shut down fees associated with the scope of work.
  - Damage incurred from lack of integrity of existing components.
  - Concrete/Pavement/Wall/Ceilings - Cutting, Removing, Patching or Painting.
  - Fire caulking.
  - Painting or priming of pipe.
  - Insulation of pipe or components - unless otherwise noted.
  - Wiring of electrical devices.
  - Asbestos Removal.
  - Water quality or Adequacy of Water Supply.
  - Design work / hydraulic calculations / permitting fees - unless otherwise noted.
  - Additional backgrounds and design if CAD files are not provided.
  - 3D/BIM design and coordination - unless otherwise noted.
  - Centering of sprinkler heads in tiles - unless otherwise noted.
  - Any added requests made by the AHJ.
- NOTE: Buyer is aware that there may be a delay in installation due to local AHJ Review/Permitting Timelines.
- Overtime or night work - unless otherwise noted.
  - Scheduling with tenants for unit access - unless otherwise noted.
- NOTE: Buyer is to schedule access with tenants - unless otherwise noted.
- Any repairs not included in scope above.

**SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).**

<b>Corporate Office</b>	<b>Tampa</b>	<b>Fort Myers</b>	<b>Deerfield Beach</b>	<b>Jacksonville</b>	<b>Concord</b>	<b>Raleigh</b>
222 Capitol Court	3226 Cherry Palm Dr	4683 Laredo Ave	1500 S Powerline Rd Ste A	11326 Distribution Ave W	4370 Motorsport Dr.	5905 Triangle Dr
Ocoee, FL 34761	Tampa, FL 33619	Ft. Myers, FL 33905	Deerfield Beach, FL 33442	Jacksonville, FL 32256	Concord, NC 28027	Raleigh, NC 27617
407-656-3030	813-630-0303	239-433-3030	954-917-3030	904-268-3030	704-782-3032	919-723-2348

Alabama A-0457 Florida EF20001320 Georgia LVA205941 North Carolina 29611-SP-FA/LV South Carolina FAC.3385 M



Wayne Automatic Fire Sprinklers, Inc. JAX Branch  
 11326 Distribution Ave W  
 Jacksonville, FL 32256-2745  
 USA

**TERMS AND CONDITIONS (DECEMBER 2018)**

WAFS is referred to herein as "Seller" and the Customer is referred to as "Buyer".

**SCOPE OF UNDERTAKING.** Seller will perform the services described on the first page of this Quotation/Work Order ("Quotation") (the Work) as indicated in the Scope of Work Section. Seller will not perform the services or supply the materials or equipment described in the Exclusions above on page 1; no labor, services, equipment or materials are included in this Quotation except as specifically set forth in the Scope of Work described above. Except as specifically set forth below in the Limited Warranty, Seller makes no guaranty or Warranty that equipment or services supplied by Seller will detect or avert occurrences or the consequences therefrom that the equipment or services are designed to detect or avert. Buyer's signing of this Quotation shall create an enforceable contract between Seller and Buyer. Any alterations or additions to the Quotation made by Buyer must be initiated by Seller or shall be null and void and of no legal effect.

**EQUIPMENT DISCONNECTIONS.** Buyer is on NOTICE that the system(s)/device(s) listed on the face of this Quotation will be temporarily or permanently disconnected and no longer in service and, thus, cannot detect, perform and/or report occurrences of transmit signals.

**EXISTING SYSTEM.** Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are solely the responsibility of the Buyer and are not covered by any Limited Warranty that may be applicable to the Work. Buyer hereby indemnifies and releases Seller from any and all claims arising out of or relating to the existing system and any damage, loss or injury caused by or to the existing system.

**LIMITATION OF LIABILITY.** In consideration of the potential relative costs and benefits accruing to Seller for performing the Work, Buyer agrees that under no circumstances shall the liability of Seller, whether in tort or contract, arising out of or relating to this Quotation or the performance or failure to perform any action by Seller or any employee, agent, subcontractor or representative of Seller exceed the monetary Price payable by Buyer to Seller as set forth above in this Quotation. As a condition precedent to any claim or lawsuit against Seller, all outstanding invoices must have been paid in full, without compromise on amounts owed.

**ACTIONS BY OTHERS.** In no event shall Seller be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, failure to maintain or movements of the covered system(s) or any of its component parts by the Buyer or any third party.

**WAIVER OF SUBROGATION.** The Seller is not an insurer against loss or damage. Sufficient insurance shall be obtained by Buyer to cover the premises (and property therein) where the Work will be performed. Buyer agrees to rely exclusively on Buyer's insurance to recover for injuries, losses or damages suffered in the event of any loss, damage or injury to the premises, persons or property therein. Buyer, for itself and all others claiming by or through it under this Quotation, releases and discharges Seller from and against all losses, costs, expenses, and damages covered by Buyer's insurance. It is expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Seller.

**INCIDENTAL/CONSEQUENTIAL DAMAGES.** Under no circumstances shall Seller be liable to Buyer for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from or related to the use, loss of use, performance, or failure of the covered system(s) to perform.

**LIMITED WARRANTY.** SELLER WARRANTS THAT THE WORK FURNISHED UNDER THIS QUOTATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR (365) DAYS FROM THE DATE SAID WORK IS COMPLETED. SELLER AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY SELLER (e.g. ABUSE, FAILURE TO MAINTAIN, SERVICE OR REPAIR BY OTHERS ETC...). EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY ANY, SUPPLIED HEREUNDER.

**INDEMNITY.** Buyer agrees to indemnify, hold harmless and defend Seller, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and attorney's fees, arising from or related to any action or failure to act by Buyer or any employee, agent, representative, officer or director of Buyer. In the event Seller is forced to retain an attorney in order to collect monies owed to Seller by Buyer, Buyer agrees to pay Seller's reasonable attorney's fees incurred both pre-suit and in litigation related to the collection of monies owed by Buyer to Seller or to Seller's attempt to enforce any of the terms and conditions of this Quotation. This Quotation shall be governed by the laws of the State where the Work is performed, without reference to any conflict of laws principles.

**WATER SUPPLY.** Seller makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e. microbiological organisms, contained within the water supply. Seller recommends that the water supply be periodically tested and, as needed, treated. Periodic testing and treatment of the water supply and all costs associated therewith are the sole responsibility of Buyer. Any such testing by Seller must be pursuant to a separate written agreement.

**AFFILIATES.** The terms and conditions set forth in this Quotation shall inure to the benefit of all parents, subsidiaries and affiliates of Seller, whether direct or indirect Seller's employees, agents, officers and directors.

**PAYMENT TERMS:** If the Price is greater than \$20,000, an initial deposit of 50% of the quoted Price may be requested by Seller at signing of the Quotation and before any Work is performed. All payments due beyond the initial deposit (if any) are due no later than 30 days from the date of invoice.

SUBTOTAL:	\$2,240.00
TAXES:	\$0.00
<b>TOTAL:</b>	<b>\$2,240.00</b>

**SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).**

<b>Corporate Office</b>	<b>Tampa</b>	<b>Fort Myers</b>	<b>Deerfield Beach</b>	<b>Jacksonville</b>	<b>Concord</b>	<b>Raleigh</b>
222 Capitol Court	3226 Cherry Palm Dr	4683 Laredo Ave	1500 S Powerline Rd Ste A	11326 Distribution Ave W	4370 Motorsport Dr.	5905 Triangle Dr
Ocoee, FL 34761	Tampa, FL 33619	Ft. Myers, FL 33905	Deerfield Beach, FL 33442	Jacksonville, FL 32256	Concord, NC 28027	Raleigh, NC 27617
407-656-3030	813-630-0303	239-433-3030	954-917-3030	904-268-3030	704-782-3032	919-723-2348

Alabama A-0457 Florida EF20001320 Georgia LVA205941 North Carolina 29611-SP-FA/LV South Carolina FAC.3385 M



Automatic Fire Sprinklers, Inc.®

QUOTATION 1349871

Wayne Automatic Fire Sprinklers, Inc. JAX Branch
11326 Distribution Ave W
Jacksonville, FL 32256-2745
USA

Please fax signed approval to (904) 268-0724.

Note: This proposal may be withdrawn by Seller if not accepted within fifteen (15) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Seller is authorized to do work as specified.

Payment will be made as outlined below.

Payment to be made as follows: NET 30

Visa and MasterCard accepted for payment.

3% surcharge will be applied to all credit card purchases.

Buyer:

(Print Name)

Buyer Signature:

Date:

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).

Table with 7 columns: Corporate Office, Tampa, Fort Myers, Deerfield Beach, Jacksonville, Concord, Raleigh. Each column lists address and phone number for that office.

Alabama A-0457 Florida EF20001320 Georgia LVA205941 North Carolina 29611-SP-FA/LV South Carolina FAC.3385 M

## **Tab 7**



## Heritage Landing CDD Meeting

March 13, 2025, 1:00 p.m.

**Date of Report: February 13, 2025 (amended) Marc Rousseau, Asst. Amenity Manager**

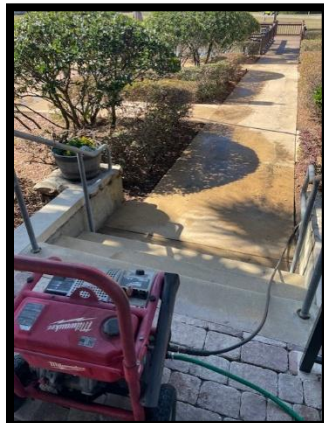
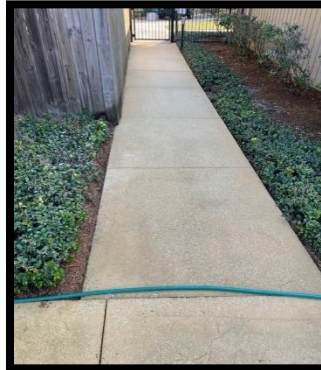
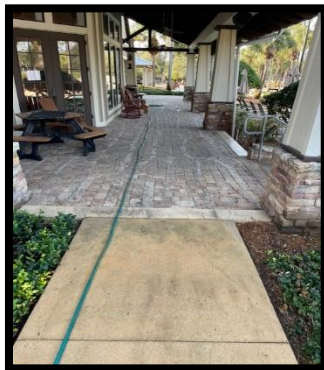
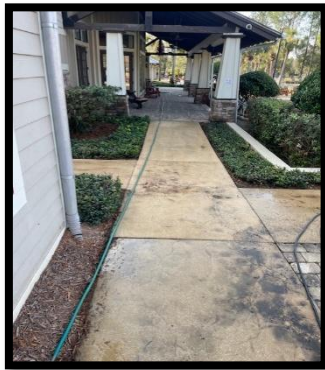
- **Use of Credit Cards/Phones for District Transactions—Board Discussion Only**
  - Request to table this discussion until April.
- **Area Rental Rates at Heritage Landing—Board Discussion Only**
  - A chart representing the area rental fees for surrounding amenity centers is attached to this report to assist in any discussion of current area rental fees at Heritage Landing.
- **YMCA Summer Camp—Board Action Required**
  - Historically, the YMCA has provided a 20% revenue share, including one-time registration fees and weekly registration fees, and allowing for discounts for YMCA members and other discounts.
  - At the last meeting, we discussed a 10% revenue share based upon a \$225 weekly registration fee for every camper that registers.
  - The historic revenue share agreement is more beneficial to the District than the arrangement discussed at the last meeting. In conjunction with the Chairman we went ahead and submitted that information to District Counsel for the final agreement.
  - As a non-profit, the YMCA establishes a total amount to be reflected in any agreement, which amount may be adjusted up or down based upon the actual number of campers registered throughout the summer camp program. District Counsel was at the time of this report finalizing the correct verbiage to be used in the agreement.
- **Facility Information—No Board Action Required**
  - The preparations for this year's Spring Fling have been made, with only minor tasks to complete before April.
  - The stuffing of the eggs have begun.

	Area	Rental Fee	Time	Extra Staff	Deposit	Guests	Notes
<b>Aberdeen</b>	Social Hall and Patio	\$100.00	4 hours	\$125.00	\$250.00	74	
	Social Hall Patio Only	\$50.00	4 hours	\$0.00	\$250.00	20	
	Rec Pool Cabana	\$50.00	4 hours	\$0.00	\$250.00	25	
	Lap Pool Cabana	\$50.00	4 hours	\$0.00	\$250.00	25	
<b>Bartram Springs</b>	Social Hall	\$60.00	4-6 hours	4*Extra Staff Fee	\$300.00	75	
	Gazebo	\$25.00	4 hours		\$300.00	25	Lifeguard Required
	Deck Gazebo	\$25.00	4 hours		\$300.00	25	
	Field Gazebo	\$25.00	4 hours		\$300.00	25	
	Club Suite	\$0.00	4 hours	\$0.00	\$0.00	28	
	Fire Pit	\$25.00	4 hours	\$54.00	\$300.00	N/A	
<b>Durbin Crossing</b>	South Social Hall	\$140.00	4 hours	\$60.00	\$500.00	40	
	South Patio	\$40.00	4 hours	\$60.00	\$500.00	25	
	North Patio	\$40.00	4 hours	\$60.00	\$500.00	25	
<b>MuraBella</b>	Social Hall	\$50.00	4 hours		\$250.00	50	\$500 deposit for 26 to 50 guests
	Pool Patio (Gym)	\$25.00	4 hours		\$250.00	25	
	Pool Patio (Kitchen)	\$25.00	4 hours		\$250.00		
	Both Patios	\$50.00	4 hours	\$74.00	\$250.00		
<b>Johns Creek</b>	Community Room	\$60.00	4 hours min		\$200.00	50	One rental per day
	Breezeway	\$30.00	4 hours min		\$100.00	20	One rental per day
	Pergola	\$30.00	4 hours min		\$100.00	20	One rental per day
<b>Palencia</b>	Community Room	\$150-\$350	4 hours		\$250-\$500		\$200-\$300 cleaning fee
<b>Trout Creek</b>	Kayak Club Room (Mon-Thur.)	\$55/Hour	2 hour min.		\$205	75	\$505 deposit with Alcohol
	Kayak Club Room (Fri-Sun.)	\$80/Hour	2 hour min.		\$205	75	
	Shearwater Pavilion	\$55/Hour	2 hour min.		\$205	30	
	Conference Room	\$30/Hour	2 hour min.		\$205	10	



**Heritage Landing CDD Meeting**  
**March 13, 2024**  
**Field Operations Manager Report**  
**Date of report: 3/4/2025**

**Pressure washing:**



Cleaning and prepping for Spring Break.

### Restroom repairs:



The toilets anchor bolts rusted away so we reinstalled it with a new flange and bolts. Removed loose and peeling paint in the shower and painted with recommended high moisture area Killz paint.

### Fire sprinkler leak:



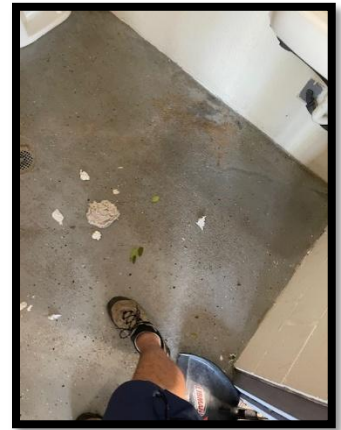
A new leak popped up above the counter in the kitchen area. Me and my staff attempted to stop it but it was not successful. Wayne automatic came and placed a temporary stop over it, I received a proposal to cut that section of pipe out and reinstall a new length.

### BBQ grill:



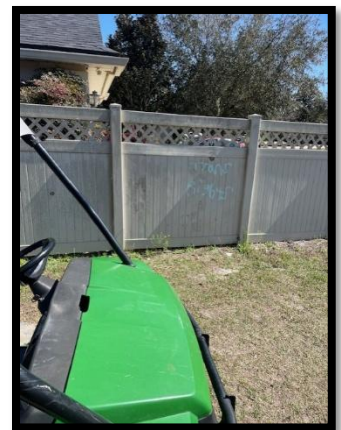
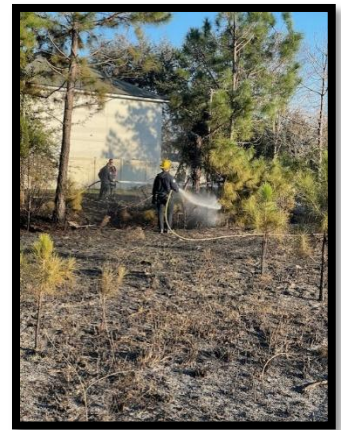
The outside has been sanded and painted, the inside needs to be treated differently and no paint or chemicals used in the process.

**Tennis restrooms:**



We have had a new rash of toilet paper thrown against the ceilings and everywhere in those restrooms. As it seems innocent it is a waste of resources and time spent to scrape it off.

**FPL fire:**



The fire possibly started at a fort that someone dug in the back side of the FPL fence. Fence panels have been kicked out several places along the fence and used to fortify the play area. A couple of panels were destroyed during the fire. The fire department needed access and opened a fence section, me and Jeff put it back together no problem.



---

6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Phone: 904-997-0044

---

## Service Report

**Date:** February 24, 2025

**Biologists:** Jim Charles

**Client:** Heritage Landing CDD

**Waterways:** Thirteen Ponds

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



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



**Pond 3:** Pond was in good condition. The water level is good. Treated torpedo grass is dead and decaying.



**Pond 4:** Pond was in good condition. Both fountains are running.



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



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



**Pond 7:** Pond was in good condition. The water level is good. Torpedo grass along the perimeter is dead and decaying.





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



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



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



**Pond 11:** Pond was in very 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 very good condition. The water level is normal. Water color remains good.



Jim Charles