



Rizzetta & Company

Heritage Landing Community Development District

**Board of Supervisors' Meeting
May 8, 2025**

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

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

Board of Supervisors	Kevin Austin Christine Mallatt Robert Och Achara Tarfa Michael Taylor	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Kutak Rock LLP
District Engineer	Alex Acree	Matthews Design Group

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion, on Agenda Items Only, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, on General Items, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

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Board of Supervisors
Heritage Landing Community
Development District

May 1, 2025
Rev. 5.8.2025

REVISED FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **May 8, 2025 at 6:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consent Agenda.....Tab 1
 - 1.) Consideration of the Minutes of the Board of Supervisors' Meeting held on April 10, 2025
 - 2.) Consideration of the Minutes of the Workshop held on April 23, 2025
 - 3.) Ratification of the Operation and Maintenance Expenditures for March 2025
4. **STAFF REPORTS - PART A**
 - A. District Engineer.....Tab 2
 - 1.) Consideration of District Engineer Annual Report Proposal
 - B. Landscape and Maintenance.....Tab 3
 - 1.) BrightView Landscape Report
5. **BUSINESS ITEMS**
 - A. **Consideration of Landscape & Irrigation RFPs**
 - B. Consideration of Sidewalk Repair Proposals.....Tab 4
 - C. Consideration of Pond Aquatics & Fountain Maintenance Renewal Proposal.....Tab 5
 - D. Consideration of Pool Furniture Proposal.....Tab 6
 - E. Discussion Regarding Amenity Management RFP
 - F. Presentation of Proposed Budget for Fiscal Year 2025/2026.....Tab 7
 - 1.) Consideration of Resolution 2025-04; Approving Fiscal Year 2025/2026 Proposed Budget & Setting Public Hearing
6. **STAFF REPORTS PART - B**
 - A. District Counsel
 - 1.) **Review Waiver of Conflict**
 - B. Amenity Center and Field Maintenance.....Tab 8
 - 1.) Amenity Manager Report
 - i.) Review Credit Card Options
 - ii.) Update on Drone Policy
 - 2.) Field Manager Report
 - 3.) Charles Aquatics Report
 - C. District Manager.....Tab 9
 - 1.) Presentation of Registered Voter Count
7. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
8. **ADJOURNMENT**

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

Yours Kindly, *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 **April 10, 2025, 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:

Kevin Austin	Board Supervisor, Chairman
Robert Och	Board Supervisor, Assistant Secretary
Achara Tarfa	Board Supervisor, Assistant Secretary (via Zoom)
Micheal Taylor	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock LLC (via Zoom)
Lourens Erasmus	General Manager, Vesta Property Services
Todd Myhill	Amenity Manager, Vesta Property Services
Jay King	Vice President, Vesta Property Services
Steve McAvoy	BrightView Landscape

Audience Members present and on Zoom.

FIRST ORDER OF BUSINESS

CALL TO ORDER

Mr. Austin called the meeting to order at 1:00 pm.

SECOND ORDER OF BUSINESS

**PUBLIC COMMENTS ON
AGENDA ITEMS**

There were no public comments.

THIRD ORDER OF BUSINESS

CONSENT AGENDA

A. Consent Agenda

- 1.) **Consideration of the Minutes of the Board of Supervisors' Meeting held on March 13, 2025**

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- 2.) **Consideration of the Minutes of the 1st Audit Committee Meeting held on March 13, 2025**
- 3.) **Ratification of the Operation and Maintenance Expenditures for February 2025**

On a motion by Mr. Taylor, seconded by Mr. Och, with all in favor, the Board approved the Consent Agenda Items; minutes for the Board of Supervisors' meeting minutes held on March 13, 2025, minutes for the 1st Audit Committee Meeting on March 13, 2025 and ratified the Operation and Maintenance Expenditures for February 2025 in the amount of \$100,602.67, for the Heritage Landing Community Development District.

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FOURTH ORDER OF BUSINESS

**ACCEPTANCE OF FINANCIAL
AUDIT DATED SEPTEMBER 30,
2024**

On a motion by Mr. Austin, seconded by Mr. Och, with all in favor the Board accepted the Financial Audit Dated September 30, 2024, for the Heritage Landing Community Development District.

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FIFTH ORDER OF BUSINESS

STAFF REPORTS - PART A

A. District Engineer

Not Present.

B. Landscape and Maintenance

1.) Consideration of FPL Brush Cut and Treatment Proposal

The board took no action at this time.

2.) Consideration of Brush Hog Work Proposal(s)

The board took no action at this time.

3.) Review of Landscape Enhancement Pictures

The board discussed looking at options around pool deck area that have dead sod to replace with possibly pavers and/or artificial turf and shade. They also requested for the area outside the gym to be reviewed to remove the plant bed and add pavers.

The board then reviewed the bus stop area at the roundabout and directed staff to review with the District Engineer and the county if they would authorize adding pavers and if a permit would be required. Mr. Erasmus requested the board review the area to

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91 individually report back to him their thoughts of the outline of space
92 to install pavers in that area.

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94 The board then discussed areas that need to be monitored for
95 possibly treating cogon grass.
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On a motion by Mr. Austin, seconded by Mr. Taylor, with all in favor the Board authorized Mr. Och to work with Brightview to treat Cogon Grass in an amount not to exceed \$700, if needed, for the Heritage Landing Community Development District.

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SIXTH ORDER OF BUSINESS

STAFF REPORTS PART - B

A. District Counsel

104 Mr. Haber updated the board that he is still reviewing the CDD's
105 responsibility with regards to SJRWMD.

B. Amenity Center and Field Maintenance

1. Amenity Manager Report

i.) Review of Drones & Video Recording at Amenity Center

113 Mr. Haber informed the board that the district can create a
114 policy regarding the use of drones if they are a danger to
115 people, but not to create privacy. The board directed staff to
116 work with counsel and Mr. Och to finalize a drone policy on
117 amenity property.
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On a motion by Mr. Austin, seconded by Mr. Taylor, with all in favor, the Board authorized staff to create a drone policy on amenity property with counsel final approval for the Heritage Landing Community Development District.

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ii.) Review of Minibikes at Amenity Center

122 Discussion ensued and it was determined that Minibikes are
123 not an authorized vehicle on district property per the district
124 policies. The board stated if residents have a request for
125 changes to the policies, they can make those requests to
126 staff and/or the board for review.
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iii.) Wards Creek Elementary School Pool Day Request

128 Discussion ensued and it was determined this request can
129 be handled through the current rental policies.
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The board approved Hammerheads their signage request but staff needs to confirm who is handing the install. If the installation is completed by a vendor, the district would need a COI.

The board approved to renew a tennis camp this summer with Harold Hardy.

2. Field Manager Report

i.) Discussion Regarding Recreation Pool Repairs

Mr. Erasmus reviewed pool repair and fence issues.

3. Charles Aquatics Report

Mr. Erasmus reviewed with the board that Charles Aquatics term agreement is expiring and asked if they would like to renew it at the same rate. The board gave a consensus they would approve a renewal of the same rate.

C. District Manager

Ms. Dobbins reviewed the latest financial summary with the board and reminded them of the workshop being held on April 23rd at 2pm.

Ms. Dobbins updated the board that the damage done to the landscape and sign within the median on Heritage Landing Pkwy from a vehicle does not have insurance that will cover the damage. After discussion, the board directed the District Manager to pursue the claim through the district's insurance coverage.

SEVENTH ORDER OF BUSINESS

SUPERVISOR REQUESTS & AUDIENCE COMMENTS

Supervisor Request:

There were no audience comments.

Audience Comments:

There were no audience comments.

EIGHTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Austin, and seconded by Mr. Taylor, with all in favor, the Board adjourned the meeting at 3:10 p.m., for the Heritage Landing Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

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MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**HERITAGE LANDING
COMMUNITY DEVELOPMENT DISTRICT**

The **workshop** of the Heritage Landing Community Development District was held on **April 23, 2025, at 2:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present:

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

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock LLC <i>(via speaker phone)</i>
Lourens Erasmus	General Manager, Vesta Property Services
Jay King	Vice President, Vesta Property Services

No audience members were present.

FIRST ORDER OF BUSINESS

CALL TO ORDER

Ms. Dobbins called the meeting to order at 2:00 pm.

SECOND ORDER OF BUSINESS

**REVIEW OF LANDSCAPE &
IRRIGATION MAINTENANCE
RFP PROPOSALS**

The board discussed needing further clarification regarding questions they may have for the bidders on their proposals. Ms. Dobbins conferenced in Mr. Haber to discuss the board's options on how to request clarifications to the bidders. The board directed any items that need clarifying to be emailed to Ms. Dobbins no later than May 2nd for her to then review with Counsel prior to anything being sent out to the bidders.

50 It was further noted that the board has 90 days from April 15th to award the contract
51 to a bidder.

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53 **THIRD ORDER OF BUSINESS**

**DISCUSSION REGARDING
54 COMMUNITY FINANCES,
55 IMPROVEMENTS, AND OTHER
56 MATTERS AS IT RELATES TO
57 THE DISTRICT**

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59 Ms. Dobbins reviewed the draft FY 26 proposed budget and discussions ensued.
60 The board revised budget line items for Room Rental Revenue, Food Truck
61 Revenue, District Counsel, Landscape Maintenance, Amenity Management, the
62 Reserve Fund and a new budget line was added for Pool Slide Preventative
63 Maintenance.

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65 The board directed staff to add discussions to review Amenity Rental and RV Rates
66 and Food Truck Services on the June agenda.

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68 Mr. Erasmus reviewed major repairs and projects with the board which included,
69 but not limited to, pool deck and re-marcite repairs, new playground options and
70 testing of the fire sprinkler system at the amenity center.

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73 **FOURTH ORDER OF BUSINESS**

ADJOURNMENT

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75 Ms. Dobbins adjourned the workshop at 5:25 p.m.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.HERITAGELANDINGCDD.ORG

Operation and Maintenance Expenditures

March 2025

Presented For Board Approval

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

The total items being presented: **\$67,317.79**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2025 Through March 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contractors, Inc.	300050	191392	Removal / Replacement of Picket for Waterslide Tower 02/25	\$ 795.00
All Weather Contractors, Inc.	300050	191418	Removal / Replacement of Railing for Waterslide Tower 02/25	\$ 1,195.00
BrightView Landscape Services, Inc.	300051	6172473	Irrigation Repair 01/25	\$ 2,539.29
BrightView Landscape Services, Inc.	300051	9253565	Irrigation Repair 02/25	\$ 500.00
BrightView Landscape Services, Inc.	300063	9269511	Landscape Maintenance 03/25	\$ 22,067.00
BrightView Landscape Services, Inc.	300057	9278749	Irrigation Repairs 02/25	\$ 1,962.15
BrightView Landscape Services, Inc.	300063	9278753	Irrigation Repairs 02/25	\$ 431.43
Charles Aquatics, Inc.	300064	52728	Quarterly Fountain Maintenance 03/25	\$ 400.00
Charles Aquatics, Inc.	300064	52788	Pond Maintenance 03/25	\$ 975.00
Christine Mallatt	20250320-1	CM031325 ACH	Board of Supervisors Meeting 03/13/25	\$ 200.00
COMCAST	20250304-1	8495 74 140 0429787 02/25 ACH	Internet Services 02/25	\$ 319.41

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2025 Through March 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Commercial Fitness Products, Inc.	300052	AC02108	Preventative Fitness Equipment Maintenance 02/25	\$ 250.00
Commercial Fitness Products, Inc.	300067	AC03096	Preventative Fitness Equipment Maintenance 03/25	\$ 225.00
Florida Department of Revenue	20250326-1	65-8015563124-2 01/25 ACH	65-8015563124-2 Sales & Use Tax 01/25	\$ 113.47
Florida Department of Revenue	20250326-2	65-8015563124-2 02/25 ACH	65-8015563124-2 Sales & Use Tax 02/25	\$ 119.65
Florida Power & Light Company	20250311-2	87098-35048 01/25 ACH	Electric Services 01/25	\$ 4,492.04
Florida Power & Light Company	20250311-2	87098-35048 02/25 ACH	Electric Services 02/25	\$ 4,510.09
Florida Power & Light Company	20250317-1	Monthly Summary 02/25 ACH 475	Electric Services 02/25	\$ 4,857.93
Heritage Landing CDD	DC031025	DC031025	Debit Card Replenishment 03/10/25	\$ 4,527.09
Kevin Lee Austin	20250320-3	KA031325 ACH	Board of Supervisors Meeting 03/13/25	\$ 200.00
Kutak Rock, LLP	300059	3511693	Legal Services 11/24	\$ 2,467.50
Kutak Rock, LLP	300068	3535589	Legal Services 01/25	\$ 2,159.00
Leslie Achara McNair-Tarfa	300061	AT031325	Board of Supervisors Meeting 03/13/25	\$ 200.00

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2025 Through March 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Matthews Design Group LLC	300060	192895	Engineering Services 02/25	\$ 145.00
Michael C. Taylor	20250320-2	MT031325 ACH	Board of Supervisors Meeting 03/13/25	\$ 200.00
Northeast Quality Services LLC	300065	37534	Janitorial Services 03/25	\$ 900.00
Republic Services	20250311-1	0687-001504603 ACH	Account# 3-0687-0036986 Waste Disposal Services 03/25	\$ 345.72
Rizzetta & Company, Inc.	300049	INV0000097431	District Management Fees 03/25	\$ 5,983.33
Robert Och	300062	RO031325	Board of Supervisors Meeting 03/13/25	\$ 200.00
Smith Electrical, Inc.	300053	33161	Wiring and Box Installed for Cameras 02/25	\$ 1,588.00
St Johns Utility Department	20250318-1	503699-115198 02/25 ACH	Water Services 02/25	\$ 791.52
St Johns Utility Department	20250318-2	533275-126033 02/25 ACH	Water Services 02/25	\$ 34.62
Turner Pest Control, LLC	300058	240592 Playground	Playground Termite Servicing Agreement Renewal 03/25	\$ 180.25
Turner Pest Control, LLC	300054	620290664	Pest Control Services 02/25	\$ 135.09
Turner Pest Control, LLC	300069	620400120	Pest Control Services 03/25	\$ 135.09

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2025 Through March 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	300070	425209	Management Services 02/25	\$ 326.23
VGlobal Tech	300055	7054	ADA Website Maintenance 03/25	\$ 175.00
Vicky Oakes Supervisor of Elections	300056	2025-04	2024 General Elections Cost 01/25	\$ 136.89
Wayne Automatic Fire Sprinklers, Inc.	300066	1202968	Pinehole Leak 02/25	<u>\$ 535.00</u>
Report Total				<u>\$ 67,317.79</u>

Tab 2

April 29, 2025

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

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

Dear Melissa:

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

Summary of Additional Tasks:

VI – 2025 Engineer's Report

Matthews | DCCM will provide observation inspections for all:

- Stormwater Management Facilities, control structures, and outfall locations.
- Project upland perimeter to document current conditions and visible deficiencies.
- CDD maintained community spaces and amenities, community storage lots and parking lots.

To complete this, Matthews will provide (4) days of on-site inspections and will furnish a punch list style report to the CDD with one meeting/call to explain punch items if needed.

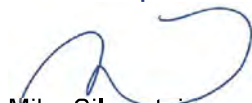
Visits will be coordinated in advance with CDD so that any notice may be posted for residents in advance as needed. An Engineer's Report will be provided that identifies areas in good working order and those requiring maintenance. Any areas requiring repair will be identified and provided.

Fees for 2025 Engineer's report will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$9,500, and in accordance with Exhibit B, General Terms & Conditions, 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



Mike Silverstein
Director of Field Services

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.

	Initial Proposed Fee	Add'l Scope Cost	Total Fee
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	\$15,000	N/A	\$15,000 (Lump Sum)
V – Staking out Normal Water Level	\$ 1,750	N/A	\$ 1,750 (Lump Sum)
VI – 2025 Engineer’s Report	N/A	\$9,500	\$ 9.500 (T&M)
Total Estimated Cost	\$30,500	\$9,500*	\$40,000*
*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 of this Agreement to the satisfaction of both parties. Unless specifically noted otherwise, service fees 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/endorsed 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: Wednesday, Apr 30, 2025
NEXT QSA DATE: Monday, Jul 28, 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



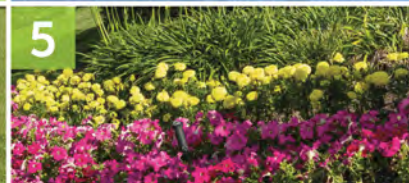
2 Weed Free



3 Green Turf



4 Crisp Edges



5 Spectacular Flowers



6 Uniformly Mulched Beds



7 Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



- 1** Ditch located behind River Lagoon has been recently mowed. We will continue to monitor and keep up with the mowing closely before the rainy season hits.
- 2** Enterprise Ave wood line Cut back has been completed. This wood line is scheduled to be sprayed in May. We will follow up upon completion.
- 3** Cogan grass area that was identified in turf on Center Island heading out towards the entrance of Heritage Landing has been treated. We will burn down this area and edge until we are ready to replace after a few treatments
- 4** Cogan grass that was identified in ornamental grass by front pond has been treated. We will continue to monitor

Maintenance Items



5 Pond bank has been treated for weed control to water's edge at front pond

6 Crepe Myrtle trees that were cut back at front entrance over the winter have responded nicely and are looking healthy

7 Azalea bed between sports fields as been clear out as there were several vines growing up through plants and trees. We also cut azaleas back to help rejuvenate. We will continue to monitor this area

8 Volleyball court area is clean and weed free

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



9



10



11



12

9 Paver areas are clean in weed free inside pool area

10 Weeds are starting to push through Mulch along pond area behind clubhouse. We will get with our team and have this addressed this week while on site.

11 There are a few palm volunteers growing in common area north of clubhouse. We will get with our team and have this addressed during their next visit.

12 Trimming is being completed on a weekly rotation

Maintenance Items



13 There is some dead in schillings inside of pool area that need to be pruned out to allow new growth to push out. We will address this with our team

14 Sportsfields were sprayed for weed control this week. It was also fertilized and watered in afterwards. We will continue to monitor these fields and adjust watering accordingly due to lack of rain.

15 We continue to work on hand pulling vines throughout the site weekly. This will continue to be an issue in certain areas, but we are making good progress weekly

16 Fpl area Cogan grass- after review this area from when it was last sprayed we would say there is about 65 to 70 % less of new growth pushing out. Also the area where plastic was laid has eradicated about 90 % of the Cogan grass. We also feel this is the right time to go ahead and get our next chem application applies as there is new growth at

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Recommendations for Property Enhancements



- 1** Steamboat Landing common area located next to Bridge- This area has been steadily decline due to high traffic and shaded area. We think this would be a good area to put a 5 x 10 Jasmine bed on each side of sidewalk to help enhance the appearance of this area.
- 2** Heritage Landing Blvd-center island coming towards clubhouse area could benefit from filling in voids in Jasmine bed to help enhance overall appearance
- 3** There is another turf area that has been on steady decline underneath oak tree to the west of clubhouse entrance that we feel would benefit by installing jasmine in this area to enhance the overall appearance. I feel we would be fighting a losing battle to try to install sod at this location due to shade and surface roots

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Notes to Owner / Client



1 Mulch install is in progress. Should be completed by the end of the week.

2 Silver Glen turf area- we have scheduled turf replacement for May 8th, we have also decided that we would like to go ahead and replace this entire area with St Augustine turf, at no additional cost to the community. We just feel with now having irrigation in this area that installing St Augustine sod is just the right thing to do for the community.

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Completed Items



- 1** Starting to see some new sucker growth by entry flowerbeds. We will get with her team to have this addressed this week while on site.
- 2** Patio ligustrum's by court areas have been trimmed and are well manicured. We will continue to also apply growth regulator after completing our trim rotations this spring
- 3** We have begun cutting back wood lines just passed RV parking. We should be completed in April and will continue to follow up with our progress.
- 4** Silver Glenn, we are starting to see some new weed growth. This is scheduled to be treated this week while on site.

Completed Items



- 5** We are still seeing a lot of fire ant activity throughout site. We will continue to treat as needed.

Before



After



Before



After



Before



After



Tab 4

ESTIMATE



2 Men Concrete

11001 old Saint Augustine Rd, Apartment 2110
Jacksonville, Florida 32257
Phone: (904) 404-6889
Email: 2menconcretejax@gmail.com

Prepared For

Lourens Erasmus
1748 Windover Pl
Saint Augustine, Florida 32092
(904) 536-6217

Lourens Erasmus

Estimate # 1358

Date 04/21/2025

Description	Rate	Quantity	Total
-------------	------	----------	-------

Pavers walkway	\$8,445.00	1	\$8,445.00
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Remove Dirt/roots/old concrete or pavers, level and prep the floor, Install pavers, apply white sand and finish.

Total area: 563sf

Notes: Edges will be in concrete like the photo attached.



Concrete grinding	\$1,800.00	1	\$1,800.00
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Level and prep area, pour new concrete (2" Concrete base, 4" concrete Slab, +3500PSI) , broom finish and clean.

Total LF: 364 LF

Warranty Pavers	\$0.00	1	\$0.00
-----------------	--------	---	--------

1-year guarantee for paver services, this guarantee can be used for any trace of stain, crack or anything that shows that the quality and durability of the work has been affected. The date

begins after the last receipt of the final payment that must be collected at the end of the service.

Warranty Concrete	\$0.00	1	\$0.00
-------------------	--------	---	--------

1-year guarantee for concrete services, this guarantee can be used for any trace of stain, crack or anything that shows that the quality and durability of the work has been affected. The date begins after the last receipt of the final payment that must be collected at the end of the service.

Total Prices	\$0.00	1	\$0.00
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The total price includes tax, materials, labor and transportation of disposals.

The deposit is collected when the job is already started, 50% and the rest when is finish.

Insurances and licenses from the company is attached with this document you will find scrolling down the estimate.

Subtotal	\$10,245.00
-----------------	-------------

Total	\$10,245.00
--------------	--------------------

Deposit Due	\$5,122.50
--------------------	-------------------

By signing this document, the customer agrees to the services and conditions outlined in this document.

Lourens Erasmus



1702 Lindsey Rd
Jacksonville, Fl. 32221
Ph (904) 781-7060 Fax (904) 619-5011
CGC1523954 CMC1250093 CFC1432682 CCC1334999

Heritage Landing CDD

Attn:L Erasmus- Vesta Property Services

4 21 25

Re:concrete repairs-370 Heritage Amenity Center

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

- >saw cut and remove the concrete listed below (SQ FT)
- >remove any trees roots where the concrete is removed
- >form and pour 4" thick 3000 psi concrete 6" borders around the areas where concrete is removed with a broom finish
- >install new crushed paver base in the areas where the new borders are poured and install new tremron sand tumbled pavers
- >any areas listed below with (LIN FT) we will grind to help eliminate trip hazards
- >clean up job site and haul away debris

- left entrance to pool pump-20 lin ft total (5 locations)
- around the playground -100 sq ft total (2 locations)-72 lin ft (17 locations)
- playground by RV parking -267 sq ft total (8 locations)-79 lin ft (20 locations)
- Rv parking at tennis court-102 sq ft (3 locations)-70 lin ft (15 locations)
- basketball to parking -11 lin ft (4 locations)
- around the tennis court-94 sq ft 92 locations)-106 lin ft (24 locations)

Total price for the above scope of work \$19,980.00

***removal portion of scope of work listed above \$13,535.00**

***grinding portion of scope of work listed above \$6,445.00**

Proposal Signed by _____ Printed Name _____

Thank you for your consideration-Scott Haines-C 904.402.6561

Tab 5



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Phone: 904-997-0044

**QUARTERLY FLOATING FOUNTAIN
MAINTENANCE AGREEMENT**

This Agreement is prepared for: Heritage Landing CDD

Property location: St Johns County, FL

Maintenance beginning: 6/1/2025 through 5/31/2029

- 1) Clean pump intake screen (keeps water flowing properly and prevents screen from clogging and or collapsing)
- 2) Scrape, clean, and check lights for blown bulbs (prevents overheating of lights)
- 3) Clean all surfaces of float (prevents deterioration of float)
- 4) Clean display head (prevents algae build up on nozzle head)
- 5) Clean display head jets (keeps display uniform)
- 6) Adjust mooring lines as required (prevents slack in lines causing tangling of lines in cable)
- 7) Adjust anchor points as required (insures fountain is always properly secured)
- 8) Test light circuits (insures all GFCI protection is properly functioning)
- 9) Test pump circuits (insures all components in pump motor circuit are properly functioning)
- 10) Reset timers as required (keeps fountain and lights on proper schedule)
- 11) Tightening all electrical connections in control panel (helps prevent electrical shorting and damage to controls and or fountains)
- 12) Take meg readings on pump motor and cable as needed (measures cable and motor winding resistance) *(These readings will keep you informed of the condition of the pump motors and cable wear. There fore, you will know in advance when the motor is beginning to deteriorate.)*

All the above procedures meet and, or exceed all fountain manufactures recommended maintenance programs insuring proper maintenance during manufacture warranty period.

I do I do not pre-authorize Charles Aquatics, Inc. to replace or repair anything under \$100 during the maintenance visit. This includes but is not limited to Capacitors and Relays. (Pre-authorization will minimize down time of fountain in need of repair.)

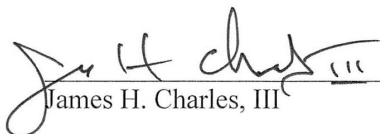
I do I do not pre-authorize Charles Aquatics, Inc. to replace lightbulbs during the maintenance visit. Each lightbulb is \$30.-70. per bulb.

Price for Quarterly Floating Fountain Maintenance as follows:

Four (4) fountains x \$100. per fountain = \$400. Quarterly

****Please note:** Labor to replace a burnt out bulb is included in this agreement; however, the cost of a new bulb will be an additional charge.

Your signature below gives permission for maintenance to begin.


James H. Charles, III

Customer Signature

Date



6869 Phillips Parkway Dr S
Jacksonville, FL 32256
904-997-0044

Aquatic Management Agreement

This Agreement dated June 1, 2025 is made between Charles Aquatics, Inc., a Florida Corporation, and

Name Heritage Landing CDD c/o Melissa Dobbins, Rizzetta & Company

Property Address 370 Heritage Landing Pkwy, St. Augustine, FL 32092

Billing Address 3434 Colwell Ave, Ste 200, Tampa, FL 33614

Phone Number 904-436-6270 Cell Number _____ E-Mail mdobbins@rizzetta.com

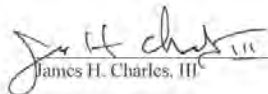
Hereinafter called "CLIENT"

The parties hereto agree to the following:

- Charles Aquatics, Inc. agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algaecides, as needed, in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of **forty-eight (48) months** from the date of the execution of this Agreement at the following location: **Fourteen (14) stormwater ponds located in St Johns County, FL.**
- CLIENT agrees to pay Charles Aquatics, Inc. the following sum(s) for the listed aquatic management services:

○ Monthly Aquatic Management Services	\$ 975.00
○ Permitting for Triploid Grass Carp	\$ <u>No Charge</u>
○ Triploid Grass Carp Stocking (Upon Approval)	\$ <u>8.00/fish</u>
○ Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55.00/s.f.</u>
○ Application of pond dye (Upon Request)	\$ <u>40.00/gal</u>
- The terms and conditions in this Agreement (pages 1-3) form an integral part of this Agreement and CLIENT hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned signed and in its entirety to be considered valid.
- The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CLIENT to Charles Aquatics, Inc. within 30 days of issuance.
- The Effective Date of this Agreement is the first day of the month in which aquatic management services are first provided.
- CLIENT warrants he is authorized to execute this Agreement on behalf of the riparian owner and to hold Charles Aquatics, Inc. harmless for consequences of such service not arising out of the sole negligence of Charles Aquatics, Inc. This would include injury or death to humans or animals who swim, drink, boat or fish in waterways. Recreational activities may result in ingesting or coming into contact with harmful, pathogenic microorganisms.
- CLIENT agrees to reimburse Charles Aquatics, Inc. for all processing fees for registering with third party companies for compliance monitoring services.

Charles Aquatics, Inc.


James H. Charles, III

CLIENT

Sign _____

Print _____

Date _____

Terms & Conditions

1. Control Methods: Aquatic Management Services will be provided by environmentally safe water management practices using one or more of the following established methods and techniques where applicable for the control of non-native, invasive or noxious species of aquatic weeds:
 - a. Chemical Control: this method consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
 - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
 - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
2. Disclaimer - Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
3. Damages - Charles Aquatics, Inc. agrees to hold CLIENT harmless from any loss, damage or claims arising out of the sole negligence of Charles Aquatics, Inc. However, Charles Aquatics, Inc. shall in no event be liable to the CLIENT or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.
5. Time-Use Restrictions: When Federal and State regulations require water time-use restrictions following the application of aquatic herbicides, Charles Aquatics, Inc. will notify the CLIENT in writing of such restrictions at the time of treatment. It shall be the responsibility of the CLIENT to comply with the restrictions throughout the required period of time-use restrictions. CLIENT understands and agrees that notwithstanding any other provisions of this Agreement, Charles Aquatics, Inc. does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
8. Non-payment/Default: In the case of non-payment by the CLIENT, Charles Aquatics, Inc. reserves the right, following written notice to the CLIENT, to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not.
9. Renewal: Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of Charles Aquatics, Inc., CLIENT agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

10. Termination: Termination of this Agreement may be made in writing at any time by Charles Aquatics, Inc. or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received and acknowledged by the recipient. In the event CLIENT terminates the Agreement prior to the end of the initial year, CLIENT agrees to pay Charles Aquatics, Inc. for the balance of the agreement.
11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
12. Alterations and Modifications: This three (3) page Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Charles Aquatics, Inc. and the CLIENT.
13. Disclosure: CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscaping around pond is effluent or reclaimed water			
b) Water from the treated waterway(s) is used for irrigation			
c) Water from the treated waterway(s) is used for human or animal consumption			
d) Treated waterway(s) are not used for swimming by humans or pets			
e) Treated waterway(s) have been mitigated (government required aquatic planting) or are scheduled to be mitigated.			
f) Any special use of treated waterway(s) which may conflict with treatments			
g) The presence of fish such as Triploid Grass Carp, Tilapia or Koi in the treated waterway(s)			
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterway(s) to be treated			
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating			

14. For any condition(s) checked "YES" above, please provide additional details below:

15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.

Tab 6



ADMIRAL FURNITURE

Company Address 707 SW 20th Street
Ocala, FL 34471
US

Quote # A-51219-00002484
Created Date 3/11/2025
Expiration Date 4/16/2025

Opportunity Owner JULIE CONNER
Prepared By JULIE CONNER
Email juliec@admiralfurniture.com

Bill To HERITAGE LANDING ST AUGUSTINE FL
Bill to Address 370 HERITAGE LANDING PKWY
ST AUGUSTINE, FL 32092
US

Ship To HERITAGE LANDING ST AUGUSTINE FL
Ship to Address 370 HERITAGE LANDING PKWY
ST AUGUSTINE, FL 32092
US

Bill to Contact Name LOURENS ERASMUS 904-536-6217
and Phone

Ship to Contact LOURENS ERASMUS 904-536-6217
Name and Phone

Bill to Email lerasmus@vestapropertyservices.com


Payment Terms NET 30 DAYS

FOB Point ORIGIN
Carrier BEST WAY
Date Scheduled 5/19/2025

Product	Product Image	Quote Line Item Details	Price	Quantity	Total Price	Line Item Description
900FMA-AL		9' FIBERGLASS MARKET UMBRELLA W/ALUMINUM POLE	\$467.36	10.00	\$4,673.61	FABRIC: CANVAS FAWN 57015-0000; RIBS/POLE: 231 DARK BROWN (ALUMINUM)
FR100ASR-P		100LB FREE STANDING ALUMINUM UMBRELLA BASE - WITH WHEELS - PREFILLED	\$355.26	8.00	\$2,842.06	FRAME: 231 DARK BROWN
51818ALN-BO		18" SQUARE ALUMINUM COCKTAIL TABLE - BOARDWALK PATTERN NO HOLE	\$225.48	10.00	\$2,254.77	FRAME: 231 DARK BROWN
APF - ADIRONDACK (NON-FOLDING)		POLYWOOD NON-FOLDING ADIRONDACK CHAIR	\$490.91	5.00	\$2,454.53	COLOR: CEDAR



ADMIRAL FURNITURE

SURCHARGE		SURCHARGE	\$611.24	1.00	\$611.24
Freight		FREIGHT	\$687.50	1.00	\$687.50

Subtotal	\$13,523.70
Sales Tax	\$879.04
Total	\$14,402.74

ORDER NOTES AND INSTRUCTIONS

ACCEPTANCE OF TERMS

Approved By: _____ Date: _____

By signing this quotation, you agree to our TERMS AND CONDITIONS below. Please verify billing and shipping addresses, quantities, model number and color selections.

A/P Contact: _____ Email: _____ Phone: _____

TERMS AND CONDITIONS

Pricing: Pricing is only guaranteed for 30 days. Please consult your sales representative for updated quotes. Payment terms as noted above. We accept payments via ACH, check/money order and most major credit cards. All furniture remains the property of Admiral Furniture LLC until the invoice is paid in full.

Returns/Cancellations: No returns accepted without written authorization in advance and return freight prepaid. No cancellations accepted without written notice from purchaser within one (1) business day of purchase. Restocking charges apply.

Freight: All products are shipped FOB / Factory. Freight rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional. Purchaser must note any damage or missing items on the freight bill upon delivery and contact the seller within one (3) business days.

FREIGHT AND SALES TAX ARE ESTIMATES ONLY AND MAY BE SUBJECT TO CHANGE BASED ON FINAL DESTINATION AND DATE OF SHIPMENT. ADDITIONAL FREIGHT OR SALES TAX ARE THE RESPONSIBILITY OF THE PURCHASER AND SUBJECT TO CURRENT PAYMENT TERMS.

Tab 7



Rizzetta & Company

Heritage Landing Community Development District

www.heritagelandingcdd.org

Proposed Budget for Fiscal Year 2025/2026

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Rizzetta & Company

Heritage Landing Community Development District

Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2015	Budget for 2025/2026
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$1,012,877.86	\$1,012,877.86
TOTAL REVENUES	\$1,012,877.86	\$1,012,877.86
EXPENDITURES		
Administrative		
Debt Service Obligation	\$1,012,877.86	\$1,012,877.86
Administrative Subtotal	\$1,012,877.86	\$1,012,877.86
TOTAL EXPENDITURES	\$1,012,877.86	\$1,012,877.86
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

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

6.0%

GROSS ASSESSMENTS

\$1,076,613.37

Notes:

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

Budgeted net of tax roll assessments. See Assessment Table.

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

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$1,587,606.00	2024/2025 O&M Budget:	\$1,410,815.00
Collection Costs:	2%	\$33,778.85	2025/2026 O&M Budget:	\$1,587,606.00
Early Payment Discounts:	4%	\$67,557.70		
2025/2026 Total:			Total Difference:	

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
<i>Single Family</i>	Series 2015 Debt Service	\$979.63	\$979.63	\$0.00	0.00%
	Operations/Maintenance	\$1,300.58	\$1,463.56	\$162.98	12.53%
	Total	\$2,280.21	\$2,443.19	\$162.98	7.15%

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,587,606.00
COLLECTION COSTS @	2.0%	\$33,778.85
EARLY PAYMENT DISCOUNT @	4.0%	\$67,557.70
TOTAL O&M ASSESSMENT		\$1,688,942.55

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
LOT SIZE	O&M	SERIES 2015 DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	SERIES 2015 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
Single Family	1154	1099	1.00	1154.00	100.00%	\$1,688,942.55	\$1,463.56	\$979.63	\$2,443.19
Total Community	1154	1099		1154.00	100.00%	\$1,688,942.55			

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

(\$101,336.55)

Net Revenue to be Collected

\$1,587,606.00

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

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

⁽³⁾ Annual assessment that will appear on November 2025 St. John's County property tax bill. Amount shown includes all applicable collection costs and early payment discount (up to 4% if paid early).

GENERAL FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Heritage Landing Community Development District (“**District**”) prior to June 15, 2025, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____

HOUR: _____

LOCATION: _____

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

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

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

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

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

PASSED AND ADOPTED THIS 8th DAY OF MAY, 2025.

ATTEST:

**HERITAGE LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Tab 8



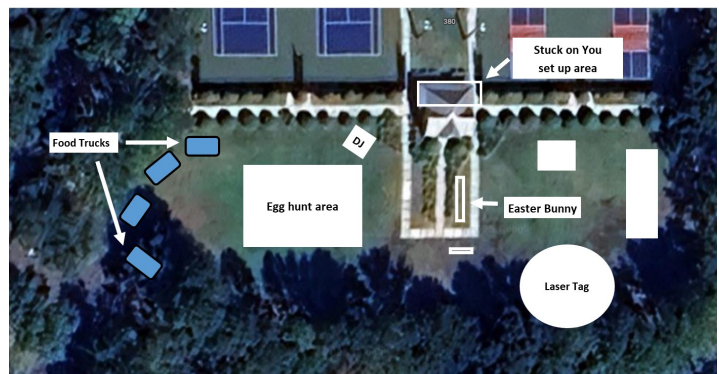
Heritage Landing CDD Meeting
May 8, 2025, 6:00 p.m.

Date of Report: April 30, 2025

Todd Myhill, Amenity Manager

• Concluded Events: Spring Fling—No Board Action Required

- We had an excellent Spring Fling on April 19. Attendance was slightly below last year, but still very robust. Three glitter artists were able to accommodate hundreds of kids (and parents!) with short lines and quick but qualitative turnover. We had an abundance of eggs and 5 prize baskets that we created. The attractions were very high quality and food trucks did very good business.



- **Use of Credit Cards/Phones for District Transactions—Board Discussion Requested**

- Please see attached a recommendation of credit card processing companies using ChatGPT’s new “deep research” model.
- The recommendation for Heritage Landing CDD is Helcim, with Square and PayPal Zettle as other viable options. Please see the following report.

- **Policy on Drone Use at the Amenity Center—Board Approval Requested**

- **Drone Recording Policy**

To protect the privacy and enjoyment of residents using District facilities, Heritage Landing CDD limits drone usage and aerial recording at the Amenity Center as follows:

1. **Permitted Drone Recording** Drone recording at the Amenity Center is permitted **only on Mondays before 1:00 p.m., excluding federal holidays.**
2. **Prohibited Drone Activity** Drone recording **at any other time is strictly prohibited** unless prior written authorization is granted by the Amenity Manager.

Authorization Process Individuals or organizations seeking to record drone footage must contact the Amenity Manager in advance to request authorization. Requests must include the proposed date, time, and purpose of the recording.

For questions or to request authorization, please contact the Amenity Manager at (904) 940-6095.



Best Credit Card Processing Options for Heritage Landing CDD

Heritage Landing Community Development District (CDD) in St. Augustine, FL, processes about \$45,000 per year in in-person payments (for area rentals, access card purchases, RV lot leases, and deposit refunds). The CDD needs a **cost-effective, reliable** way to accept **all major credit cards** (Visa, MasterCard, Amex, Discover) and **mobile wallets** (Apple Pay, Google Pay, etc.) with **physical card readers**. It should also have the flexibility to **add online payments later, excellent customer service, and no long-term contracts or cancellation penalties**. Below we identify the top processing companies that meet these requirements, compare their pricing and features, and highlight the best value option.

Requirements Summary

- **All Major Payments Accepted:** Must process Visa, MasterCard, American Express, Discover, plus support mobile wallet taps (Apple Pay, Google Pay, etc.).
- **In-Person Focus:** Provide **physical card readers** (chip and tap enabled) for on-site payments. (Online/website payment capabilities should be available for future use.)
- **Low Costs:** Emphasis on **minimal startup costs** (cheap or free card reader, no setup fees) and **low transaction fees**. Either flat-rate or interchange-plus pricing is acceptable, as long as overall cost is low for \$45k/year volume (\$3.7k/month).
- **Customer Service & Terms:** Vendor should have **strong customer support** and **transparent, flexible terms** – no multi-year contracts or early termination fees.

With these criteria in mind, the **top three credit card processors** to consider are **Square**, **PayPal Zettle**, and **Helcim**. Each of these options meets the basic requirements (accepts all major cards & mobile wallets, offers in-person card readers, can expand to online payments, and has no long-term contract). Below is an overview of each option, followed by a comparison table and our recommendation for the best value.

1. Square

Square is one of the most popular payment solutions for small businesses due to its simplicity and robust feature set. It offers a **flat-rate pricing** model and a user-friendly POS system that can run on a smartphone or tablet.

- **Pricing:** No monthly fee. In-person transactions cost **2.6% + 15¢** per swipe/dip/tap (Visa, MC, Discover, and Amex all same rate). *Example:* a \$50 payment incurs about \$1.45 in fees. (Keyed-in or online payments cost higher rates if used later.) Square has *no setup fee* and provides a basic magstripe-only reader for free. For chip and contactless payments, you'll need the **Square contactless+chip reader** (~\$49–\$59 one-time).
- **Features:** Square's POS app (free) is feature-rich – it supports sales tracking, inventory, receipts (text/email), tipping, and more. It accepts chip cards, contactless taps, and mobile wallet payments. **Apple Pay, Google Pay, Samsung Pay** are all accepted via the tap reader. Square also offers **easy expansion to online payments:** you can send invoices, payment links, or even set up a simple online storefront through Square at any time (online transactions are ~2.9%+30¢).
- **Customer Service:** Square has a large user community and an extensive online help center. Phone support is available during business hours (and 24/7 for certain paid plans), and there's no long-term contract required – you can stop using Square any time without penalty. Funds are deposited quickly (typically next business day, with instant deposit available for a small extra fee).
- **Pros:** Very **easy to set up and use** (no merchant account paperwork; just sign up online), no monthly fees or commitments, **reliable technology** with offline mode, and a comprehensive suite of POS and reporting tools included. The flat fee simplifies budgeting and all card types cost the same rate (no surcharges for Amex). Square's brand is well-trusted, and it's ideal for low-volume and in-person sales.

- **Cons:** The flat-rate **transaction fee (2.6%+15¢)** is a bit higher than some competitors' rates, which means slightly less cost savings on each transaction compared to interchange-plus models. For the CDD's volume, Square's fees are predictable but not the absolute cheapest. Additionally, Square's customer support, while generally good, is not 24/7 for the free plan and primarily accessed via online tickets or scheduled calls. Overall, Square prioritizes ease over rock-bottom processing cost – it's extremely convenient, though a portion of each payment (around 2.6%) goes to fees.

2. PayPal Zettle

PayPal Zettle is PayPal's in-person payment solution (formerly "iZettle"). It combines PayPal's familiar payment platform with a small card reader for face-to-face transactions. This option offers a **slightly lower flat rate** than Square and the benefit of PayPal's broad online payment ecosystem for future expansion.

- **Pricing:** No monthly fee. In-person transactions (chip, tap, or PayPal QR code) cost **2.29% + 9¢** per transaction. For example, a \$50 payment would incur about \$1.24 in fees – a bit less than Square. (Manually keyed entries are higher at 3.49%+9¢, but this would be rare if cards are present.) **Hardware cost:** the first Zettle card reader is only **\$29** (one-time), and it supports chip and contactless payments. Additional readers are \$79 each. There are no setup fees or cancellation fees.
- **Features:** Zettle's card reader accepts all major credit/debit cards including Amex, and supports **contactless taps** for mobile wallets (**Apple Pay, Google Pay**, etc.). The system includes a mobile app (for smartphone or tablet) that functions as a basic POS – you can ring up sales, apply taxes, and send digital receipts. Inventory management and basic reporting are included, though somewhat simpler than Square's. Because it's PayPal-backed, you can easily **expand to online payments:** for instance, you could use PayPal Checkout on your website or send PayPal payment links/invoices. (Online PayPal transactions have different rates ~2.99%+49¢ for cards via website, but you only add those if needed later.) One unique feature is the ability to accept PayPal or Venmo payments via a QR code in-person (customers can scan and pay from their phone), which also uses the same 2.29%+9¢ rate.

- **Customer Service:** PayPal offers customer support via phone and messaging, and the service is contract-free. Account setup is quick (many organizations already have a PayPal Business account). Deposits from card payments go into your PayPal account usually within 1 day; from there you can transfer to your bank (instant transfers incur a small fee, standard transfers are free). **Note:** As with any large payment processor, there is a slight risk of account freezes or holds if unusual activity is detected (PayPal is known for security flags). However, at a modest, consistent volume like \$45k/year, this is uncommon.
- **Pros: Low transaction rate** for a flat-rate provider (2.29%+9¢ is among the lowest flat fees available). Minimal upfront cost – the first reader is heavily discounted. **No monthly fees or long contracts.** It's easy to add online payment options through the PayPal ecosystem (and many customers are comfortable with PayPal/Venmo). PayPal is a well-known, trusted name in payments.
- **Cons:** PayPal's POS features are not as robust as some competitors – Zettle covers the basics well but lacks some of Square's advanced POS bells and whistles. Customer support experiences can vary; while help is available, some users report that resolving account issues or reaching support can be slower compared to smaller dedicated processors. Additionally, if you refund a transaction (such as returning a deposit), PayPal, like most providers, does **not** return the original processing fee — meaning the CDD would eat the small fee on refunded deposits (this is generally true with any provider now). Overall, aside from those considerations, there are few downsides: PayPal Zettle is a strong, low-cost choice for in-person payments.

3. Helcim

Helcim is a lesser-known but highly rated payment processor that offers **interchange-plus pricing** with no monthly fees. It's often recommended for small businesses seeking the **absolute lowest processing costs** and excellent customer service. Helcim operates more like a traditional merchant account but without the usual contract or fees, which can translate into big savings at the CDD's volume.

- **Pricing:** No monthly fee and no contract. Helcim uses an **interchange-plus model**: for in-person transactions, the rate is **interchange + 0.40% + \$0.08**. In practice, this usually works out to an effective rate around **1.8%–2.2% + \$0.08** for most credit cards (varies by card type). For example, on a \$50 Visa payment, if the interchange portion is say 1.6%+\$0.10, the total fee would end up roughly **2.0% + \$0.18 ≈ \$1.18** – noticeably less than the flat rates of Square or PayPal. Debit cards would be even cheaper. There are **no setup or cancellation fees**. The only upfront cost is purchasing a card reader: Helcim’s EMV-capable **card reader costs \$99** (one-time). This wireless reader connects via Bluetooth to a phone/tablet running Helcim’s app (similar to Square/PayPal setup). *Note:* Helcim also offers a more advanced standalone terminal with printer for \$329, but that’s optional and not necessary unless you want a countertop device.
- **Features:** Helcim’s platform is quite feature-rich for the price. It accepts all major credit cards (Visa, MC, Amex, Discover) and supports contactless payments (**Apple Pay, Google Pay, etc.**). The Helcim mobile app (and desktop web portal) includes a built-in POS system with product catalog, inventory tracking, customer tracking, and invoice/receipt capability – all **included free** with the account (Helcim prides itself on providing all software tools at no extra cost). For future online needs, Helcim makes it easy to **expand to website payments**: you can use their **hosted payment pages, online store integration, invoice links, or even developer API** to accept payments online. Online transactions have a different rate (interchange + 0.50% + 25¢), which is still very competitive if the CDD adds web payments later. Importantly, Helcim does **not require any long-term contract** – it’s month-to-month service.
- **Customer Service:** Helcim is known for **excellent customer service** and support. Being a smaller, specialized processor, they offer personalized phone and email support that gets high marks in reviews. They are transparent about fees and provide detailed reporting for all transactions. Funding is reliable and timely (deposits typically within 1-2 business days directly to your bank). If any issues arise, Helcim’s team is responsive and helpful in resolving them.

- **Pros: Lowest processing fees** overall – at the CDD’s volume, Helcim’s interchange-plus rates will likely yield the **cheapest cost per transaction** among these options (saving potentially a few hundred dollars per year in fees compared to flat-rate providers). There are **no monthly fees, no PCI fees, and no cancellation fees**, which keeps costs predictable and low. The included software features (virtual terminal, POS, invoicing, etc.) mean you get a full-service merchant solution without nickel-and-diming. Helcim meets all requirements: it accepts all needed payment methods and has the capability for future online payments. Moreover, their **customer support is top-notch**, which is valuable if you ever need assistance.
- **Cons:** The upfront cost for hardware is higher – you must buy the \$99 card reader (however, this is a one-time cost that is quickly offset by lower fees). Also, with interchange-plus pricing, your exact percentage fee varies by card type (for example, a premium rewards or corporate card has higher interchange, so that transaction will cost more in fees than a basic debit card would). This adds a bit of complexity compared to flat rates; you’ll see slightly different fee amounts on different transactions. That said, Helcim is very transparent about this, and even in worst-case scenarios (premium cards), the fees are generally on par with Square/PayPal – while most other transactions will be cheaper. Finally, Helcim is a smaller provider, so it doesn’t have the same brand recognition as Square or PayPal; however, it is a well-established company in the payments industry with a strong reputation among those who have discovered it.

Comparison of Top Options

Below is a side-by-side comparison of Square, PayPal Zettle, and Helcim, focusing on pricing, features, and key pros/cons for Heritage Landing CDD’s needs:

Provider	Pricing & Fees (In-Person)	Key Features & Capabilities	Pros	Cons
Square	2.6% + 15¢ per card-present transaction. No monthly fee.	- Accepts Visa, MC, Discover, Amex at same rate. - Supports Apple Pay/Google Pay (contactless tap).	- Easiest setup: no merchant acct needed, just sign up. - No contract; cancel anytime	- Flat rate is higher cost per txn than interchange-plus (could pay a bit more in

Provider	Pricing & Fees (In-Person)	Key Features & Capabilities	Pros	Cons
	Card reader: \$49–\$59 (one-time fee for chip+tap).	<ul style="list-style-type: none"> - Free POS app with inventory, sales reports, etc. - Can add online payments (invoices, website) easily. 	<ul style="list-style-type: none"> without fees. - Robust POS features and integrations (free). - Widely used, trusted brand for small business. 	<ul style="list-style-type: none"> fees). - Phone support not 24/7 (business hours only for basic users). - Reader is not free (magstripe free but chip/tap reader ~\$50).
PayPal Zettle	<p>2.29% + 9¢ per in-person transaction. No monthly fee.</p> <p>Card reader: \$29 for first device (\$79 add'l).</p>	<ul style="list-style-type: none"> - Accepts all major cards incl. Amex at same rate. - Supports contactless wallets (Apple/Google Pay). - Basic POS app (product library, taxes, receipts). - PayPal/Venmo QR code payments at same rate (optional). - Easy expansion to online PayPal checkout or invoices. 	<ul style="list-style-type: none"> - Low flat rate (slightly cheaper per swipe than Square). - No monthly/contract; simple to start using. - Leverages PayPal ecosystem (online payment ready). - Trusted by consumers (recognizable payment brand). 	<ul style="list-style-type: none"> - POS features are more basic (not as feature-rich as Square). - Customer support can be slower; large provider with less personalized service. - Account holds possible if flags (rare at steady, low volume). - Refunds don't return fees (same as others).
Helcim (Best Value)	<p>Interchange + 0.4% + 8¢ per transaction (≈ 1.9%–</p>	<ul style="list-style-type: none"> - Accepts all major cards (Amex included) via merchant acct. - Supports chip, tap, and mobile wallets 	<ul style="list-style-type: none"> - Lowest processing fees overall (you pay cost + small margin). 	<ul style="list-style-type: none"> - Must buy hardware upfront (reader ~\$99). - Fee % varies

Provider	Pricing & Fees (In-Person)	Key Features & Capabilities	Pros	Cons
	2.3% + 8¢ average). No monthly fees or contracts. Card reader: \$99 one-time.	(Apple/Google Pay). - Free Helcim app/portal with full POS and invoicing tools. - Future-ready: online payments, recurring billing, etc. all available (interchange+0.5%+25¢ for card-not-present). - Deposits directly to your bank in 1-2 days.	- No extra fees: no monthly, signup, gateway, or exit fees. - Excellent customer service and transparency. - All-in-one solution (POS, online payments, receipts) included free.	by card type (complexity of interchange-plus). - Smaller company (brand less known than Square/PayPal, but well-regarded).

(All three options have no long-term contracts or cancellation fees. All provide the core capability to accept Visa, MasterCard, Discover, and American Express, as well as contactless mobile wallet payments. They each offer ways to expand to online payments in the future. Pricing shown is for domestic card transactions; additional small fees may apply for things like chargeback incidents or foreign cards.)

Best Value Recommendation

Considering the CDD's modest volume and focus on low cost, **Helcim emerges as the best value option**. Helcim will minimize processing fees over the long run – its interchange-plus pricing is more cost-effective than the flat 2.6% or 2.29% rates, potentially saving a few hundred dollars annually in fees for a \$45k/year volume. It also provides top-notch customer support and all the needed features (in-person and online) without any monthly fee or commitment. The slightly higher upfront cost for the card reader is quickly offset by the ongoing savings. For an organization watching every dollar, Helcim offers the **lowest overall cost** and excellent service, making it an ideal fit.

That said, **Square** and **PayPal Zettle** are also strong choices and might be preferred if simplicity or immediate brand familiarity is the top priority. Square is extremely user-friendly and comes with a rich POS ecosystem, while PayPal Zettle offers a very competitive rate and seamless integration with PayPal's online payments. Both have no monthly fees and meet all the requirements, coming in just a bit higher in transaction cost than Helcim.

In summary: If **lowest fees and best value** are paramount, go with **Helcim**. If you prefer a more established plug-and-play system and are willing to pay a tad more per transaction for it, **Square** or **PayPal Zettle** will serve the CDD well. All three options will let Heritage Landing CDD accept in-person card payments smoothly with minimal costs and no contractual burdens. The recommended choice is **Helcim, for its combination of lowest overall cost, flexibility, and great support**.

All Sources



**Heritage Landing CDD Meeting
May 8, 2025
Field Operations Manager Report
Date of report: 4/29/2025**

Back flow repairs:



During the last inspection the back flow failed inspection. The repairs were made and the new passed inspection documentation paperwork sent to the county.

New water fountain install:



The new filtered, refrigerated water fountain and bottle filler were installed.

Fence repairs:



There is a clear tire mark against the fence where it was hit, it broke the bottom panel. We were able to make it so that it still works.

New Cogon growth:



A new area of Cogon has been identified, BV has already applied strong herbicide on that area to curb spreading.

Tennis gate modifications:



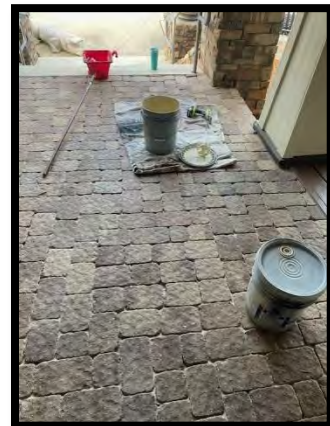
Brackets and closers are being fabricated, installed.

Tennis bathroom fence repair:



The new fence has already been hit and damaged, Jeff replaced the bottom rail.

Splash Pad repaint:



Pressure washed and repainted with a concrete stain with Shark Skin added to provide grip on the surface.

Rain barrel lid:



Made a new barrel lid from the PVC back board we removed from the old street signs.

Debris pick up:



Picking up debris that was either dumped by a resident or their contractor that performed work on their property. This was just dumped next to the FPL fence at the end of Silver Glen. It is not in BV contract to pick up this large amounts of debris. Our staff went and loaded it on to the trailer, the trunks were so big that they had to be cut with a chain saw to prevent injury while lifting them. We will transport this to the dump.

These careless acts are not only a disrespect to the community but also a financial burden. We kindly ask that residents not dump their yard debris into preserves or anywhere on CDD property. If you use a contractor to perform work on your property, please ensure that they take the debris generated off the property and out of our community.



6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Phone: 904-997-0044

Service Report

Date: April 23, 2025

Biologists: Jim Charles
Bill Fuller

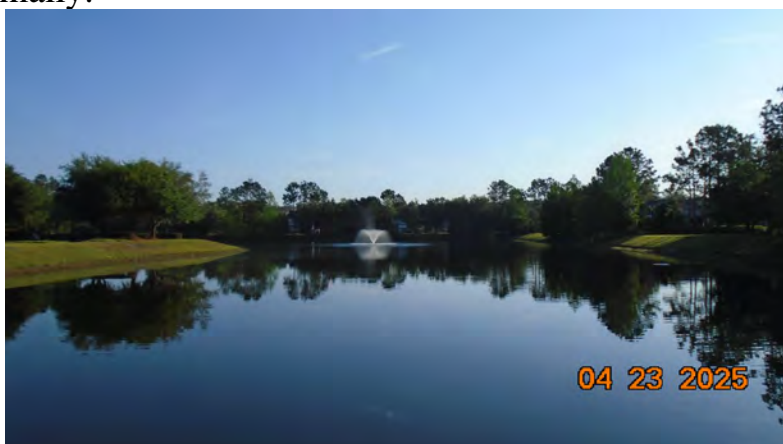
Client: Heritage Landing CDD

Waterways: Thirteen Ponds

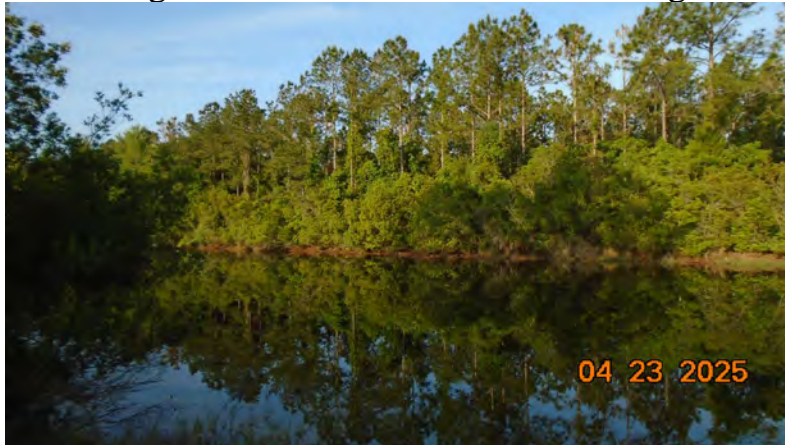
Pond 1: Pond was in overall good condition. The water level is good. Treated for spatterdock.



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



Pond 3: Pond was in good condition. The water level is good.



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



Pond 5: Pond was in good condition. The water level is normal. Had good kill on the spatterdock.



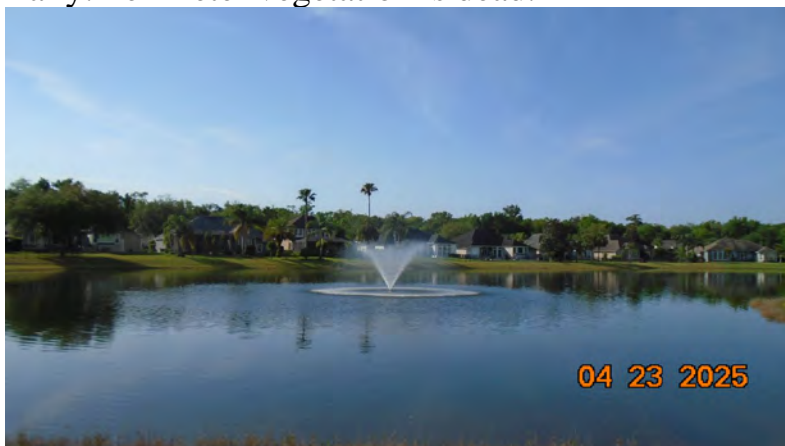
Pond 6: Pond is in good condition. The water level is normal.



Pond 7: Pond was in good condition. The water level is good. Had good kill on the spatterdock.



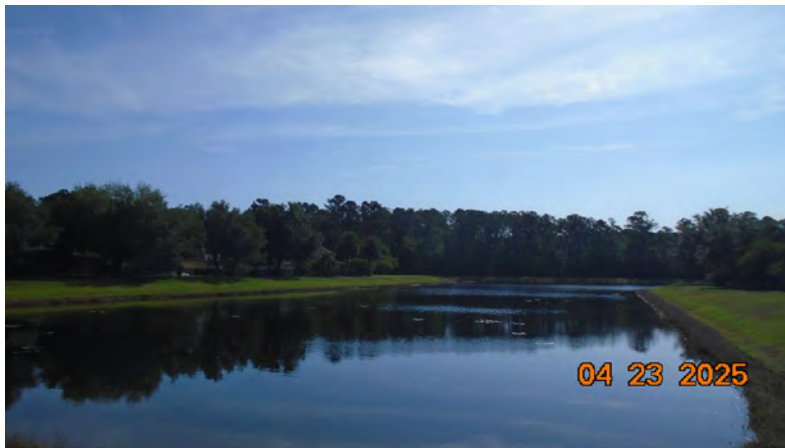
Pond 8: Pond was in good condition. The water level is normal. Fountain running normally. Perimeter vegetation is dead.



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



Pond 10: Pond was in good condition. The water level is good. Perimeter vegetation is dead.



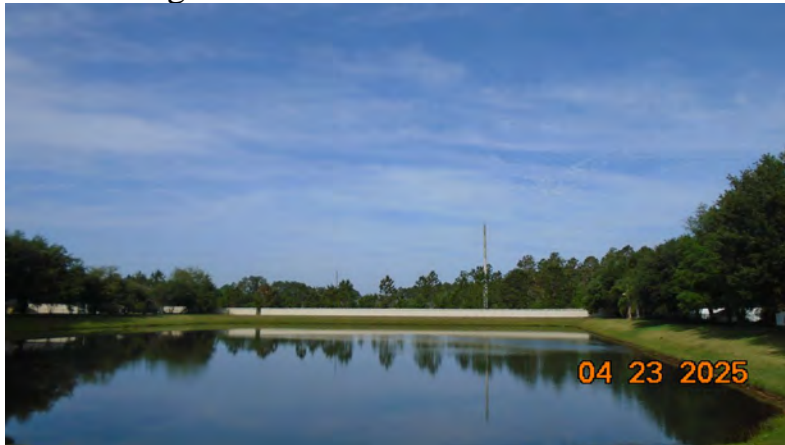
Pond 11: Pond was in good condition. The water level is normal



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



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



Jim Charles

Tab 9



April 16, 2025

Heritage Landing CDD
Attn: Melissa Dobbins, District Manager
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Dear Melissa Dobbins:

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

Heritage Landing CDD

2634 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2025.

Please contact us if we may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Vicky C. Oakes".

Vicky C. Oakes
Supervisor of Elections