



Rizzetta & Company

Heritage Landing Community Development District

**Board of Supervisors' Meeting
December 11, 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

December 4, 2025

FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Heritage Landing Community Development District will be held on **December 11, 2025, at 1:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consent Agenda Tab 1
 1. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 13, 2025
 2. Ratification of the Operation and Maintenance Expenditures for October 2025
4. **STAFF REPORTS - PART A**
 - A. District Engineer
 - B. Landscape and Maintenance – BrightView Tab 2
 1. Consideration of BrightView Crepe Myrtle Pruning Proposal
5. **BUSINESS ITEMS**
 - A. Discussion on Painting
 - B. Discussion on Access Control Policies and Operational Guidelines
 - C. Update on Poolsure Pool Chemical Renewal
6. **STAFF REPORTS PART - B**
 - A. District Counsel
 - B. Amenity Center and Field Maintenance Tab 3
 1. Amenity Manager Report
 - i. New Access System
 - ii. Restitution for Mudding Incident
 2. Field Operation Report
 2. Charles Aquatics Service Reports
 - C. District Manager
7. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
8. **ADJOURNMENT**

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

Very truly yours,

Melissa Dobbins

District Manager

Tab 1

MINUTES OF MEETING

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

**HERITAGE LANDING
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Heritage Landing Community Development District was held on **November 13, 2025, at 6:00 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present and constituting a quorum:

| | |
|-------------------|---|
| Kevin Austin | Board Supervisor, Chairman |
| Robert Och | Board Supervisor, Assistant Secretary |
| Achara Tarfa | Board Supervisor, Assistant Secretary (via zoom) |
| Michael Taylor | Board Supervisor, Assistant Secretary |
| Melissa Dobbins | District Manager, Rizzetta & Company, Inc. |
| Wes Haber | District Counsel, Kutak Rock LLC (via zoom) |
| Brandon Marcinell | District Engineer, Matthews Design |
| Jay King | Vesta Property Services |
| Lourens Erasmus | General Manager, Vesta Property Services |
| Todd Myhill | Amenity Manager, Vesta Property Services |
| Steve McAvoy | BrightView, Account Manager (via zoom) |

Audience Members are present and on Zoom.

FIRST ORDER OF BUSINESS

CALL TO ORDER

Mr. Austin called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

**PUBLIC COMMENTS ON AGENDA
ITEMS**

No audience comments.

THIRD ORDER OF BUSINESS

CONSENT AGENDA

A. Consent Agenda

1. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 9, 2025

2.) Ratification of the Operation and Maintenance Expenditures for September 2025

On a motion by Mr. Och, seconded by Mr. Taylor, with all in favor, the Board approved the Board of Supervisors' meeting minutes held on October 9, 2025, and ratified the Operation and Maintenance Expenditures for September 2025 in the amount of \$179,749.00, for the Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS

STAFF REPORTS – PART A

A. District Engineer

1. Update on Legacy Sinkhole Repair

Mr. Erasmus and Mr. Riddle updated the board the repair was completed but per the proposal other inlets were inspected and do need to be plugged. These will be done after pond water level goes down.

2. Consideration of Drainage Inspection Proposal

On a motion by Mr. Austin, seconded by Mr. Och, with all in favor, the Board approved Matthews/DCCM Proposal to inspect 20 inlets within the community for \$3,300, for the Heritage Landing Community Development District.

3. Consideration of Pool Paver Design and Permitting Proposal

On a motion by Mr. Austin, seconded by Mr. Taylor, by majority vote, Mr. Och opposed, the Board approved Matthews/DCCM Proposal for Pool Paver Improvements in the amount of \$9,600, for the Heritage Landing Community Development District.

B. Landscape and Maintenance - BrightView

FIFTH ORDER OF BUSINESS

REVIEW OF AMENITY SUSPENSION

The Board heard from the resident regarding the damage he had done to the fence and sod in the back of the community. He apologized and took accountability for the damage and agreed to pay restitution.

After further discussion, the Board approved the landscape repairs and fence cleaning totaling \$2,288. The Board instructed staff to work with District Counsel to obtain full restitution, including legal fees, from two individuals (one resident, one non-resident) responsible for the damage and will pursue charges if restitution is not made. The Board suspended the one resident from the amenity facilities for one year.

On a motion by Mr. Austin, seconded by Mr. Taylor, by majority vote, Mr. Och opposed, the Board approved not to press charges for damage subject to receiving full restitution, for the Heritage Landing Community Development District.

On a motion by Mr. Taylor, seconded by Ms. Tarfa, Mr. Och opposed, the Board approved a 1-year suspension for the resident, of the Heritage Landing Community Development District.

The staff asked the board for clarity if incidents regarding property damage should come to the board first prior to any charges being filed. Mr. Austin stated he was okay with the board reviewing such incidents first.

**Ms. Achara left the meeting.*

SIXTH ORDER OF BUSINESS

CONSIDERATION OF TENNIS COURT LIGHT PROPOSALS

On a motion by Mr. Taylor, seconded by Mr. Austin, with all in favor, the Board approved Smith Electric's proposal in the amount of \$6,998.87, for the Heritage Landing Community Development District.

SEVENTH ORDER OF BUSINESS

CONSIDERATION OF PLAYGROUND MULCH PROPOSALS

On a motion by Mr. Austin, seconded by Mr. Och, with all in favor, the Board approved Playground Mulch in the amount of \$3,960.00, for the Heritage Landing Community Development District.

EIGHTH ORDER OF BUSINESS

CONSIDERATION OF AMENITY PAINTING PROPOSALS

Mr. Erasmus reviewed proposals behind Tab 6. The board requested information regarding the type of paint and prep work. They want to confirm they will get industry standard. Mr. Erasmus recommended he requests a representative from All Weather to attend the next meeting to review this further with the board.

NINETH ORDER OF BUSINESS

**CONSIDERATION OF POOL ENTRY
REPAIR PROPOSALS**

Mr. Erasmus reviewed the proposals behind Tab 7.

On a motion by Mr. Taylor, seconded by Mr. Austin, with all in favor, the Board approved Crowns Proposal in the amount of \$14,690.00 subject to the repair completed by end of February, for the Heritage Landing Community Development District.

TENTH ORDER OF BUSINESS

STAFF REPORTS – PART B

A. District Counsel

No Report.

B. Amenity Center and Field Maintenance

1. Amenity Manager Report

- a) Amenity Athletics 2026 Yearly Schedule
- b) YMCA Parent’s Night Out
- c) School’s Out Camp

**Ms. Achara rejoined meeting.*

On a motion by Mr. Taylor, seconded by Mr. Austin, with all in favor, the Board approved Amenity Athletics 2026 Yearly Schedule, for the Heritage Landing Community Development District.

The Board gave a consensus to approve both programs.

2. Field Operation Report

3. Charles Aquatics Report

C. District Manager

1. Update on Goals and Objectives FY 2024-2025

Ms. Dobbins reviewed end of Fiscal Year 25 Fund and presented Fiscal Year 25 Goals and Objectives Report which she noted were all satisfied and will be posted on the district’s website. The board also directed to use the same goals and objectives for next Fiscal Year.

ELEVENTH ORDER OF BUSINESS

SUPERVISOR REQUESTS & AUDIENCE COMMENTS

Supervisor Request:

No comments.

Audience Request:

Questions and comments were made on the Legacy repair, stormwater inspections, food trucks, trees that need to be relocated and community events.

**The board took a recess at 8:00 p.m.*

**The board reconvened at 8:04 p.m.*

****Florida law requires Board discussions related to the District’s security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.071(3) of the Florida Statutes.***

TWELFTH ORDER OF BUSINESS

CONSIDERATION OF AMENITY ACCESS CONTROL UPGRADE PROPOSAL(S) – UNDER SEPARATE COVER

Mr. Erasmus reviewed a new access system proposal for the amenity center.

On a motion by Mr. Austin, seconded by Mr. Taylor, with all in favor, the Board approved Dynamic Security’s Proposal in the amount not to exceed \$16,000.00, for the Heritage Landing Community Development District.

THIRTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Austin, and seconded by Mr. Och, with all in favor, the Board adjourned the meeting at 8:18 p.m., for the Heritage Landing Community Development District.

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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 October 2025 Presented For Board Approval

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

The total items being presented: **\$168,924.90**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 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. | 300203 | 202648 | Drywall Repairs 10/25 | \$ 1,695.00 |
| All Weather Contractors, Inc. | 300213 | 202983 Deposit | Deposit - Pavers at Bus Stops 10/25 | \$ 3,768.00 |
| BrightView Landscape Services, Inc. | 300204 | 9508537 | Irrigation Repair 09/25 | \$ 397.04 |
| BrightView Landscape Services, Inc. | 300204 | 9532890 | Irrigation Repair 09/25 | \$ 1,513.52 |
| BrightView Landscape Services, Inc. | 300204 | 9532929 | Irrigation Repair 09/25 | \$ 675.00 |
| BrightView Landscape Services, Inc. | 300204 | 9533170 | Landscape Maintenance 09/25 | \$ 857.14 |
| BrightView Landscape Services, Inc. | 300204 | 9536715 | Landscape Maintenance 09/25 | \$ 9,428.57 |
| BrightView Landscape Services, Inc. | 300197 | 9537056 | Landscape Maintenance 10/25 | \$ 22,067.00 |
| Charles Aquatics, Inc. | 300205 | 54174 | Pond Maintenance 10/25 | \$ 975.00 |
| Christine Mallatt | 20251020-1 | CM100925-475 ACH | Board of Supervisors Meeting 10/09/25 | \$ 200.00 |
| COMCAST | 20251006-1 | 8495 74 140 0429787 09/25 ACH | Internet Services 09/25 | \$ 319.33 |

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--------------------------------|---------------------|----------------------------------|---|-----------------------|
| Egis Insurance Advisors, LLC | 300195 | 29379 | Policy# 100125628 10/01/25 - 10/01/26 | \$ 52,791.00 |
| Fence For Pros, LLC | 300206 | 1244412 | Gate Replacement 10/25 | \$ 1,580.00 |
| Florida Department of Commerce | 300212 | 92874 | Special District Fee for FY25-26 | \$ 175.00 |
| Florida Department of Revenue | 20251029-1 | 65-8015563124-2 09/25 ACH | 65-8015563124-2 Sales & Use Tax 09/25 | \$ 4.92 |
| Florida Power & Light Company | 202510071- | 87098-35048 09/25 ACH | Electric Services 09/25 | \$ 4,510.09 |
| Florida Power & Light Company | 202510-15-1 | Monthly Summary 09/25 ACH 475 | Electric Services 09/25 | \$ 4,389.65 |
| Gannett Florida LocalIQ | 300207 | 0007352386 | Account# 968025 Legal Advertising 09/25 | \$ 105.36 |
| Kevin Lee Austin | 20251020-2 | KA100925-475 ACH | Board of Supervisors Meeting 10/09/25 | \$ 200.00 |
| Leslie Achara McNair-Tarfa | 300200 | AT100925-475 | Board of Supervisors Meeting 10/09/25 | \$ 200.00 |
| Michael C. Taylor | 20251020-3 | MT100925-475 ACH | Board of Supervisors Meeting 10/09/25 | \$ 200.00 |
| Northeast Quality Services LLC | 300208 | 39459 | Janitorial Services 10/25 | \$ 700.00 |

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|-------------------------------|---------------------|----------------------------|---|-----------------------|
| Republic Services | 20251007-1 | 0687-001565318 ACH | Account# 3-0687-0036986 Waste Disposal Services 10/25 | \$ 369.42 |
| Rizzetta & Company, Inc. | 300194 | INV0000103585 | District Management Fees 10/25 | \$ 5,993.33 |
| Rizzetta & Company, Inc. | 300196 | INV0000103699 | Assessment Roll FY25/26 | \$ 5,000.00 |
| Rizzetta & Company, Inc. | 300202 | INV0000103800 | Public Records Request 10/25 | \$ 104.00 |
| Robert Och | 300201 | RO100925-475 | Board of Supervisors Meeting 10/09/25 | \$ 200.00 |
| St Johns Utility Department | 20251020-4 | 503699-115198 09/25 ACH | Water Services 09/25 | \$ 979.21 |
| St Johns Utility Department | 20251020-5 | 533275-126033 09/25 ACH | Water Services 09/25 | \$ 159.61 |
| Turner Pest Control, LLC | 300209 | 621126002 | Pest Control Services 09/25 | \$ 135.09 |
| Valley National Bank | 20251028-1 | CC093025-475 ACH | Credit Card Expenses 09/25 | \$ 3,090.65 |
| Vesta Property Services, Inc. | 300210 | 429061 | Management Services 09/25 | \$ 40,741.97 |
| Vesta Property Services, Inc. | 300214 | 429104 | Pressure Washing 10/25 | \$ 485.00 |

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--|---------------------|-----------------------|---|-----------------------------|
| VGlobal Tech | 300198 | 7763 | ADA Website Maintenance 10/25 | \$ 175.00 |
| Wayne Automatic Fire Sprinklers, Inc. | 300199 | 1251842 | Cellular Fire Alarm Monitoring 09/25 | \$ 720.00 |
| Wayne Automatic Fire Sprinklers, Inc. | 300199 | 1251952 | Semi-Annual Sprinkler & Alarm Inspection 09/25 | \$ 275.00 |
| Wayne Automatic Fire Sprinklers, Inc. | 300211 | 1253820 | Service Call 09/25 | <u>\$ 3,745.00</u> |
| Report Total | | | | <u>\$ 168,924.90</u> |

Tab 2



Quality Site Assessment

Prepared for: **Heritage Landing @ WGV**

General Information

- DATE:** Wednesday, Dec 03, 2025
- NEXT QSA DATE:** Monday, Mar 02, 2026
- CLIENT ATTENDEES:** Lourens Erasmus
- BRIGHTVIEW ATTENDEES:** Steve McAvoy

Customer Focus Areas

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

Quality you can count on.

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

Carryover Items



- 1** We have begun ornamental grass cut backs and are following up with a pre-emergent application to help control the weed population. We will continue to cycle through the property until completed at the end of November or early December

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



- 1** Trimming is being completed as needed during the winter months
- 2** Silver Glen area is clean and weed free with all plant material shaved back away from sidewalk area
- 3** Ornamental grass cut backs have been completed inside of pool area, We will continue to cycle throughout the remainder of the property and follow up once completed
- 4** Starting to see some new Crepe Myrtle sucker growth pushing up near court areas. We will get with our team and have these removed.

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Maintenance Items



5 We are starting to see a heavy stand of Pine straw throughout the property dropping weekly. We will continue to blow off parking areas, sidewalks, and turf areas as needed.

6 There are a few dead pine limbs that fell in common areas up by the entrance. We will get with our teams to have this cleaned up during their next site visit.

7 There is a buildup of leaves and debris behind entrance wall. We will get with our team and have this addressed during next visit.

8 There have been a lot of fire piles popping up the last few weeks. We will continue to treat as needed.

Maintenance Items



9

9 We will continue to edge hard and soft services as needed during the winter months

Recommendations for Property Enhancements



1 We cut back some of the smaller crêpe myrtles last season and they responded well. We recommend doing the same with some of the larger crêpe myrtles throughout the property. a quote will be submitted. If approved we recommend pruning in February.

2 There are several oak trees throughout Site in need of structural pruning, elevation, and clearing out any deadwood and or moss to promote the health of oak trees and below turf. We suggest chipping away at this process on a month-to-month day rate basis.

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Notes to Owner / Client



1 We have removed a few dead loropetalums that were transplanted by the bus stop across from roundabout and replace them with other plants that were donated. We will continue to monitor

2 Damaged turf area located at the end of Silver Glenn has been restored and seeded. We will continue to monitor

QUALITY SITE ASSESSMENT

Heritage Landing @ WGV

Completed Items



- 1 There are a few large weeds and volunteers growing up through Azalea's leading onto athletic field. We will get with our team and have this addressed during next visit.
- 2 Starting to see a buildup of Pine straw on turf areas next to the courts. We will get with our team and have them blow this off weekly.
- 3 Ornamental grasses are encroaching building and AC unit inside of pool area. We will get with our teams to keep these trim back monthly.
- 4 Parking areas are being blown off weekly

Proposal for Extra Work at Heritage Landing @ WGV

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

Project Name Heritage Landing- Community Crepe Myrtle Pruning/ day rate
Project Description General Tree

Scope of Work

We recommend pruning in February if approved.

This is a not to exceed 2 day rate

| QTY | UoM/Size | Material/Description | Total |
|-----------------------------|----------|--|-------------------|
| Crepe Myrtle Pruning | | | \$8,928.00 |
| 2.00 | LUMP SUM | 2 Day rate to prune crepe myrtle trees. Includes reducing height approx. 1/3rd and removing cross branches, dead wood, and moss to promote the health of trees and help generate more blooms | |

Images

Heritage Crepes



For internal use only

SO# 8814069
JOB# 460802023
Service Line 300

Total Price \$8,928.00

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

| | |
|------------------------|--------------------------|
| | Property Manager |
| Signature _____ | Title _____ |
| Lourens Erasmus | December 03, 2025 |
| Printed Name _____ | Date _____ |

BrightView Landscape Services, Inc. "Contractor"

| | |
|---------------------|--------------------------------|
| | Account Manager, Senior |
| Signature _____ | Title _____ |
| Steve McAvoy | December 03, 2025 |
| Printed Name _____ | Date _____ |

| | | | |
|---------------|------------------|------------------------|-------------------|
| Job #: | 460802023 | | |
| SO #: | 8814069 | Proposed Price: | \$8,928.00 |

Tab 3



Heritage Landing CDD Meeting

December 11, 2025, 1:00 p.m.

Date of Report: December 3, 2025

Todd Myhill, Amenity Manager

• Pictures with Santa—No Board Action Required

- This event will be held on December 12 and 13, from 5pm to 8pm. We'll provide reservations for families to take pictures with Santa with the last half hour of the event open to families with pets.
- We'll provide cookies and hot chocolate, a craft activity, and letters to Santa.

• New Access System—Board Action Required

- The gate access system has been installed, and all existing access cards are functioning with the new system. There was a small data gap, which will require that we manually input about 20 to 30 cards out of 2,308, mainly dealing with new tenants, or access cards that were issued in the last two months.
- As we learn the software and gather information from other facilities that use Aurora, we will implement a program to introduce the use of smart phones. The Board will need to establish a fee for residents to obtain a non-transferable digital key. We believe the fee should be the same as the cost for a replacement card, which is \$20. For new homeowners, the District currently provides two free access cards. We believe that the District should require a fee of \$20 for a digital key for all new homeowners, if they elect to use that convenience.
- The Board will need to discuss whether they should create a policy that requires all Patrons of the District to provide pictures of every resident in their home to the amenity center office to input into the access system for visual confirmation upon entry.

• Restituion for Mudding Incident—Board Discussion Requested

- The adult resident involved in the mudding incident will be signing the District agreement to provide restitution this week.
- Several attempts to obtain the Offense Report from SJSO, which would provide to the District the contact information of the minor involved in this incident, have been unsuccessful and consequently I have been unable to notify the minor of the terms of restitution the Board set forth. I have requested through Dispatch that the original deputy involved contact me to obtain the minor's information or to facilitate release of the report.

• General Facility Information—No Board Action Required

- YMCA will begin offering dates for future winter and spring camps and parent date nights.

- **Food and Toy Drive, November 15—No Board Action Required**

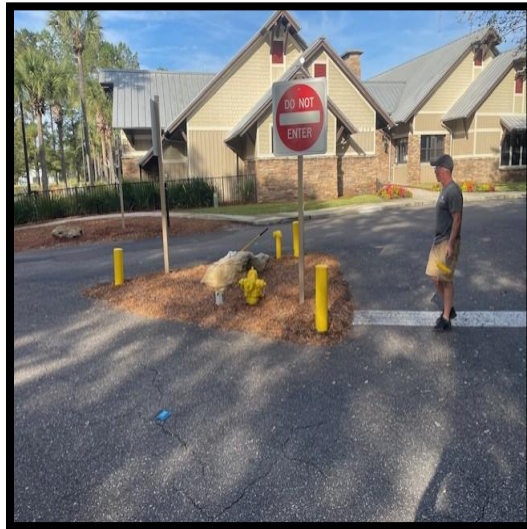
- Resident Mirtha Barzaga’s food and toy drive within Heritage Landing brought in a lot of donations from the community. She thanks the Board for providing space to allow for this collection.





**Heritage Landing CDD Meeting
December 11, 2025
Field Operations Manager Report
Date of report: 12/2/2025**

New Traffic Posts Install:



New posts were ordered and backboards, we re-used the old signs, they were in good shape. Removed the old posts and installed the new ones. The yellow bollards were straightened back up and painted a fresh coat of yellow paint.



We were a post short, so we sanded this one down and painted it for the time being.

Concrete repair:



Made a repair to the corner of the sidewalk where the dirt has washed out causing a weak point that could break off.

Playground repair and gate install:



The rollers on the track system went bad, we removed it replaced the wheels and hardware and reinstalled it.

The new gates for the playground arrived and we installed the one facing the parking lot with little problems.

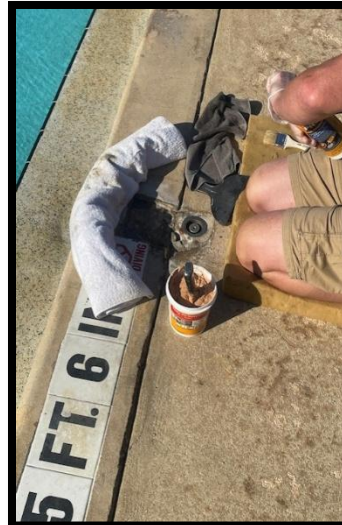
The other gate facing the movie theater will require a lot more effort. The tree roots have pushed against the anchor posts so bad that the opening is not square at all. We will have to dig them out and reinstall them correctly.

FPL Transformer painted:



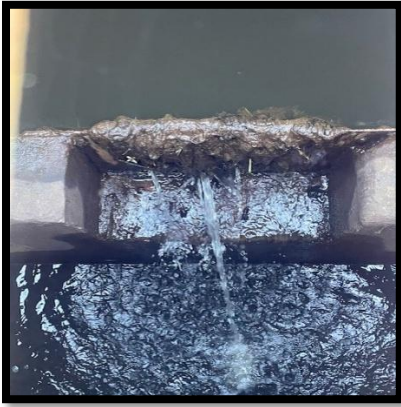
The transformers paint has faded over the years and was not looking good anymore. Jeff and Alex spent time sanding it down and repainted it with a oil based rust-oleum.

Pooldeck concrete repairs:



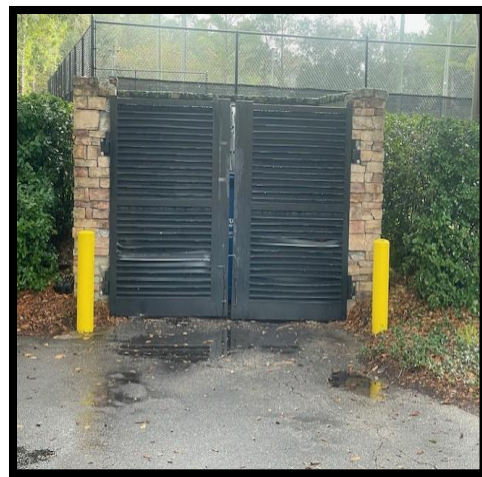
We are filling low spots with a colored concrete patch, we hope it will last longer this time.

Pond weir cleaqing:



Some of the pond weirs had algae buld up over the fish barriers that restricted the flow of the water falling out to the preserves. We climbed in and cleared those barriers.

Dumpster bollards cleaned and painted:



Cleaned and painted the bollards.

SilverGlen Area:



Installed lights and signs in that area.



6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Phone: 904-997-0044

Service Report

Date: November 20, 2025

Biologists: Jim Charles
Rich Powers

Client: Heritage Landing CDD

Waterways: Thirteen Ponds

Pond 1: Pond was in good condition. The water level is good. Treatment for spatterdock and torpedo grass last month had good results.



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



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



Pond 4: Pond was in improved condition. Both fountains are running. Treatment for torpedo grass and spatterdock last month had good results.



Added 4 gallons of pond dye.



Pond 5: Pond was in good condition. The water level is normal. Spatterdock and torpedo grass treatment last month was effective.



Pond 6: Pond is in good condition. The water level is normal. Perimeter treatment for torpedo grass and spatterdock last month had good results.



Pond 7: Pond was in good condition. The water level is good. Treatment for spatterdock and torpedo grass last month had good results.



Pond 8: Pond was in improved condition. The water level is high. Fountain running normally. Perimeter treatment last month for torpedo grass had good results.



Pond 9: Pond was in good condition. Water level is normal.



Pond 10: Pond was in good condition. The water level is high. Perimeter treatment last month for torpedo grass was effective.



Pond 11: Pond was in good condition. Water level is normal.



Pond 12: Pond remains in very good condition. Water level is good.



Pond 13: Pond was in good condition. Water level is normal.



Jim Charles