

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 Board of Supervisors of Heritage Landing Community Development District was held on **Thursday, March 10, 2016 at 10:00 a.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present and constituting a quorum:

Bret Sovine	Board Supervisor, Chairman
Kathy Shippey	Board Supervisor, Vice Chair
Elmer Bley	Board Supervisor, Assistant Secretary
Virginia Moore	Board Supervisor, Assistant Secretary
Dallas Dunn	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Wes Haber	Hopping Green & Sams, P.A.
Preston Doub	District Engineer, England-Thims & Miler
Denise Powers	Vesta
Dave Bissonnette	Vesta
Roy Deary	Vesta
Rodney Hicks	ValleyCrest Landscaping
Billy Buerki	ValleyCrest Landscaping

Audience Members	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Sovine called the meeting to order at 10:03 a.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments on agenda items.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the Board
of Supervisors' Regular Meeting held on
February 11, 2016**

On a motion by Ms. Moore, seconded by Ms. Shippey, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on February 11, 2016 for Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for January
2016**

On a motion by Mr. Bley, seconded by Mr. Dunn, with all in favor, the Board ratified the operations and maintenance expenditures for January 2016 in the amount of \$63,757.92 for Heritage Landing Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Haber noted his firm is currently monitoring some legislative bills that could impact websites, public record requests regarding security video, towing on CDD owned property and attorney fees related to public records requests.

B. District Engineer
No Report.

C. Landscape and Maintenance Reports

Mr. Buerki reviewed the report under Tab 4.

Mr. Hicks updated the Board that ValleyCrest will be working under the name Brightview effective March 21, 2016.

Discussion ensued.

On a motion by Ms. Moore, seconded by Ms. Shippey, with all in favor, the Board authorized the Chair to work with staff on approving an assignment of contract, if necessary, with Brightview for Heritage Landing Community Development District.

Mr. Buerki presented the Athletic Field Aerification proposal (Exhibit A).
Ms. Dobbins stated the budget anticipated this work and amount.

On a motion by Ms. Shippey, seconded by Mr. Dunn, with all in favor, the Board approved the Athletic Field Aerification proposal by ValleyCrest in amount of \$11,736.00 the for Heritage Landing Community Development District.

D. Amenity Center Manager Report

Ms. Powers reviewed the report under Tab 5. Also reviewed request by HOA to send out an e-blast to community.

Discussion ensued.

The Board directed staff to share with the HOA public contact information public so the HOA can create their own e-blast listing.

Mr. Deary presented Off Duty Sheriff contracting for Fiscal Year 2016/2017 Proposal (Exhibit B).

Discussion ensued.

On a motion by Mr. Dunn, seconded by Ms. Shippey, with all in favor, the Board approved renewing services with ASG for Off Duty Sheriff patrol hours on CDD Property for Fiscal Year 2016/2017 for Heritage Landing Community Development District.

E. Field Manager Maintenance Report

Mr. Bissonnette reviewed report under Tab 6.

F. District Manager

Ms. Dobbins noted that staff is working with the resident that did vehicle damage at entry to reimburse the district. Also reminded the Board that Rizzetta will be starting the RV lease renewal soon, but will be offering six (6) or eighteen (18) month leases so the amenity staff can take back the renewal process in the Fall 2016.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2016-03,
Conducting General Elections**

On a motion by Ms. Moore, seconded by Ms. Shippey, with all in favor, the Board adopted Resolution 2016-03, Conducting General Elections for Heritage Landing Community Development District.

SEVENTH ORDER OF BUSINESS

Review of District Policies

Mr. Dunn led the discussion on specific District Policies. First, the issuance of annual guest card. Ms. Powers noted the staff is managing 25 guest uses by sign-in sheets instead. The Board approved removing language of issuing guest cards. Mr. Dunn requested additional language on ages that require minor identification badge. Lastly, clarification on fitness room hours and pool play equipment that is to be determined on a case- by -case basis by pool staff.

Discussion ensued.

On a motion by Ms. Moore, seconded by Mr. Dunn, the Board of Supervisors approved the policy amendments for Heritage Landing Community Development District.

Mr. Dunn also inquired about changing RV Policies to allow utility trailers. Mr. Haber brought to the Board's attention that Mr. Dunn's request stems, in part, from his recent experience not being allowed to lease a space due to his utility trailer not being an authorized item per the policies. Mr. Dunn noted he no longer needed the space, but still felt it was important for the Board to discuss. Mr. Haber stated that due to Mr. Dunn's direct benefit to this topic he should abstain from voting on the matter. Mr. Dunn declared a conflict and completed Form 8B (Exhibit C).

After discussion, the Board agreed that utility trailers that are storing recreational equipment, as distinguished from commercial or business related items, are an approved item to store, and that such trailers are subject to visual inspection.

On a motion by Ms. Moore, seconded by Ms. Shippey, the Board of Supervisors approved the amended RV Policies to include utility trailers subject to a visual inspection of recreational equipment being stored for Heritage Landing Community Development District.

EIGHTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

Audience Comments:

There was a question on elections.

Question regarding HOA meeting being posted.

Question on the RV lease rates.

Supervisor Requests:

There were no supervisor comments.

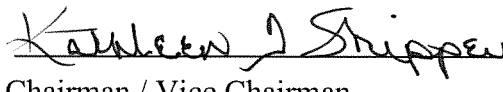
NINTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Bley, seconded by Mr. Dunn, with all in favor, the Board adjourned the meeting at 11:28 a.m. for Heritage Landing Community Development District.



Secretary / Asst. Secretary



Chairman / Vice Chairman

Exhibit A

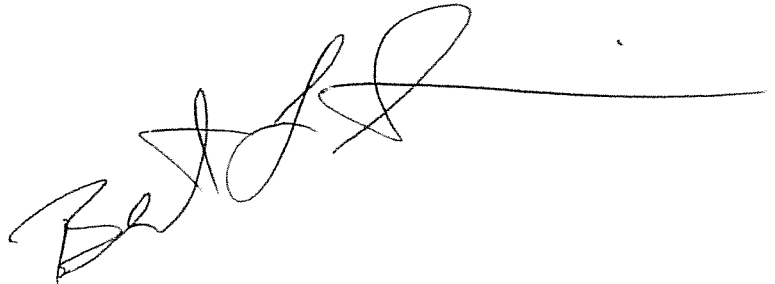
Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Melissa Dobbins
Property Address	232 Silver Glen Ave Saint Augustine , FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company 2806 N 5th St Unit #403 Saint Augustine , FL 32084

Project Name Athletic Fields
Project Description Aerification, Top Dressing, 3 additional Fertilizations

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Aerification, Top Dressing and 3 additional fert apps to athletic fields



For internal use only
SO# 6207785
JOB# 346102023
Service Line 130

Total Price \$11,736.00

THIS IS NOT AN INVOICE

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. 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 and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, 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 indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **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.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner 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 owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client 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 Owner/Client 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.

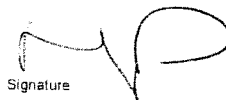
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection 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. We 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 Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Landscape Maintenance within fifteen (15) days after billing, ValleyCrest Landscape Maintenance 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 Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

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

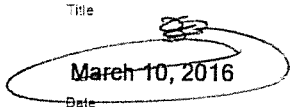
Customer


Signature

Melissa Dobbins
Printed Name

Property Manager

Title


March 10, 2016
Date

Board approved.

ValleyCrest Landscape Maintenance, Inc.

Signature

William Buerki

Printed Name

Account Manager Exterior

Title

March 10, 2016

Date

Job #: 346102023

Proposed Price: \$11,736.00

SO # 6207785

Exhibit B

Heritage Landing CDD

Melissa Dobbins

Rizzetta & Company

2806 N 5th Street, Unit 403

St. Augustine, FL 32084

Off-Duty Sheriff Contracting

For January 1st, 2016 - September 30, 2017

ASG shall independently contract with off-duty St. Johns County Sherriff's deputy(s). The deputy shall provide security eight hours per week. ASG's provision of the deputy shall be subject to all the relevant terms and conditions set forth herein. The fee for providing off-duty deputy services for the remainder of FY'16 shall be \$13,185. The annual fee shall be \$17,580.00.

Terms:

ASG shall invoice a flat amount monthly. Invoices shall be paid net thirty (30) days upon receipt.

Exhibit C

under separate cover