

**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, June 9, 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	<b>Board Supervisor, Chairman</b>
Kathy Shippey	<b>Board Supervisor, Vice Chair</b>
Elmer O. Bley	<b>Board Supervisor, Assistant Secretary</b>
Virginia Moore	<b>Board Supervisor, Assistant Secretary</b>
Dallas Dunn	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>Hopping Green &amp; Sams, P.A. (via speaker phone)</b>
Preston Doub	<b>District Engineer, England-Thims &amp; Miler</b>
Dan Fagen	<b>Vesta</b>
Denise Powers	<b>Vesta</b>
Dave Bissonnette	<b>Vesta</b>
Billy Buerki	<b>Brightview Landscaping</b>
Rick Dendler	<b>Brightview Landscaping</b>

Audience Members	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Sovine called the meeting to order at 10:01 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 May 12, 2016**

<p>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 May 12, 2016 for Heritage Landing Community Development District.</p>
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**FOURTH ORDER OF BUSINESS**

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

On a motion by Ms. Shippey, seconded by Ms. Moore, with all in favor, the Board ratified the operations and maintenance expenditures for April 2016 in the amount of \$124,366.68 for Heritage Landing Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
No Report.
- B. District Engineer  
Not Present.
- C. Landscape and Maintenance Reports

i.) Field Inspection Report

Mr. Buerki reviewed report under Tab 3 and gave current updates. He updated the Board that a third area of cogon grass has been located. He will get a cost on a treatment.

i.) Field Inspection Report

Mr. Buerki reviewed the proposals under Tab 4.

- 1.) Installation of boulders and shrubs to prevent parking.

After discussion, item was tabled to be broken out with labor vs. materials and staff to review comparison prices.

- 2.) Installation of pine straw in which Mr. Buerki recommended this to be installed every three (3) years.

On a motion by Mr. Bley, seconded by Ms. Shippey, with all in favor, the Board approved Brightview's proposal in the amount of \$6,055.00 for Heritage Landing Community Development District.

- 3.) Removal of pine trees (Exhibit A).

On a motion by Ms. Shippey, seconded by Mr. Dunn, with all in favor, the Board approved Brightview's proposal in the amount of \$2,180.00 for Heritage Landing Community Development District.



D. Amenity Center Manager Report

Ms. Powers reviewed report under Tab 5 and noted concerns regarding music at community special events. After discussion, the Board directed staff to use available speakers in keeping district in line with basic regulations without needing music licenses.

Ms. Powers updated the Board on signage cost.

On a motion by Mr. Bley, seconded by Mr. Dunn, with all in favor, the Board authorized staff to order needed signs not to exceed \$750.00 for Heritage Landing Community Development District.

Mr. Fagan requested that the district start covering soft cost (office supplies) in Fiscal Year 2017. After discussion, Mr. Sovine noted soft cost is covered by Vesta within their contract terms and is a cost of Vesta doing business. He recommended that Vesta review the cost when the contract is up for renewal. The remaining Board members agreed and no further action was taken.

E. Field Manager Maintenance Report

Mr. Bissonnette reviewed report under Tab 6. He updated the Board that the fire pit has been removed off CDD property by the homeowner after a second notice was sent by the district manager.

F. District Manager

Ms. Dobbins updated the Board that the RV Lot maintenance will begin on June 23<sup>rd</sup> and residents are moving their items out starting June 20<sup>th</sup>. The HOA has allowed residents to park items in their driveways.

Ms. Dobbins noted the next meeting will be held on July 14, 2016 at 10:00 a.m. at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, FL 32092.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Final Arbitrage Rebate  
Calculation Series 2005, for the period  
ended March 25, 2016**

Ms. Dobbins noted report indicates a cumulative negative amount of (\$76,414.11) and no rebate is due.

On a motion by Mr. Bley, seconded by Mr. Dunn, with all in favor, the Board accepted the Final Arbitrage Rebate Calculation Series 2005, for the period ended March 25, 2016 for Heritage Landing Community Development District.



**SEVENTH ORDER OF BUSINESS**

**Audience Comments and Supervisor  
Requests**

**Audience Comments:**

There were no audience comments.


**Supervisor Requests:**

Ms. Moore requested that Board to consider having the District Engineer attend meetings when necessary to save cost. The Board gave a consensus to only have the District Engineer attend if there was an item he needed to present or a project for the Board authorized him to work on.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Ms. Moore, seconded by Mr. Dunn, with all in favor, the Board adjourned the meeting at 11:08 a.m. for Heritage Landing Community Development District.

  
Secretary / Asst. Secretary

  
Chairman / Vice Chairman





# Exhibit A



## Proposal for Tree Care 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            Pine tree removals  
Project Description    Removal of pine trees and grind accessible stumps

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Remove 2 pine trees by soccer field closest to the parking lot
1.00	LUMP SUM	Remove 2 pine trees by SW corner of Swallow Tail
1.00	LUMP SUM	Remove 4 small dead pine trees just south of the RV fence along sidewalk
1.00	LUMP SUM	Remove 2 dead pines from Steamboat Landing to Headway Ln
1.00	LUMP SUM	Remove 1 dead pine tree in the main entrance along SR 13

**For internal use only**

SO#                    6242034  
JOB#                 346102023  
Service Line            300

**Total Price                    \$2,180.00**

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by ValleyCrest Tree Care  
ValleyCrest Landscape Maintenance, Inc. | 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014 | www.valleycrest.com  
Tree Care Manager, Certified Arborist #FL-6354A  
Certified Pest Control Operator JF95758



# ValleyCrest Tree Care Services

## Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
3. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near 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 or 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 Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. ValleyCrest Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. ValleyCrest Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
4. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
5. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
6. **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 relevant city, state and federal governments, as well as all other requirements of law.
7. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
8. **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 a \$1,000,000 limit of liability.
9. **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. 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 Client/Owner.
10. **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.
11. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
12. **Additional Services:** Any additional work not specified in the signed written proposal that involves additional costs will be executed only upon signed written order and will become an extra charge over and above the estimate.
13. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site 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.
14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
17. **Disclaimer:** This proposal for tree care services 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. The work performed by ValleyCrest Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The 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 Proposal**

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Tree Care Services within fifteen (15) days after billing, ValleyCrest Tree Care Services 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**

	<b>Property Manager</b>
Signature	Title
<u>Melissa Dobbins</u>	<u>May 24, 2016</u>
Printed Name	Date

**ValleyCrest Tree Care Services**

	<b>Account Manager, Senior</b>
Signature	Title
<u>Jennifer Mabus</u>	<u>May 24, 2016</u>
Printed Name	Date

<b>Job #:</b>	346102023	<b>Total Proposed Cost</b>	<b>\$2,180.00</b>
<b>SO #</b>	6242034		

