

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 Thursday, October 12, 2017 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
Virginia Moore	Board Supervisor, Assistant Secretary
Dallas Dunn	Board Supervisor, Assistant Secretary
Timothy Fleming	Board Supervisor, Assistant Secretary
Johnny "John" Kuca	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Hopping Green & Sams, P.A. (Via Speakerphone)
Denise Powers	Facility Manager, Vesta
Dave Bissonnette	Field Operations Manager, Vesta
Dan Fagen	Director of Operations, Vesta
Billy Buerki	Account Manager, Brightview Landscaping

Audience Members **Present**

FIRST ORDER OF BUSINESS

Call to Order

Mr. Sovine called the meeting to order at 10:00 a.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience members made comments regarding pool heater system.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Continued Meeting held September 21, 2017

On a motion by Mr. Kuca, seconded by Ms. Moore, with all in favor, the Board approved the minutes of the Board of Supervisors continued meeting held September 21, 2017 for Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS**Ratification of the Operation and Maintenance Expenditures for August 2017**

On a motion by Mr. Fleming, seconded by Mr. Dunn, with all in favor, the Board ratified the Operation and Maintenance Expenditures for August 2017 in the amount of \$102,035.05 for Heritage Landing Community Development District.

FIFTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

No report.

B. District Engineer

Not present.

C. Landscape Maintenance

1.) Field Inspection Report, September 26, 2017

i.) Mr. Buerki reviewed the report under Tab 3.

2.) Brightview Landscape Report, September 26, 2017

i.) Mr. Buerki reviewed the report under Tab 4. Mr. Buerki reviewed request by a resident to trim branches that are touching his roof from a District owned tree. After discussion, it was noted that a property owner has the legal authority to trim branches that have crossed his property line. Mr. Buerki stated that this tree is healthy and has no issues that would damage the resident's property.

The Board took a vote, with all in favor, except Mr. Fleming opposed, the District chose to disapprove of paying for the branches to be trimmed.

D. Amenity Center & Field Maintenance

Mr. Buerki presented a proposal (Exhibit A) for additional storm clean up. After discussion, the Board approved the Brightview's proposal in the amount of \$1,750.00.

On a motion by Mr. Dunn, seconded by Ms. Moore, in favor, with Mr. Fleming opposed, the Board approved Brightview's proposal in the amount of \$1,750.00 for Heritage Landing Community Development District.

1.) Amenity Manager Report, October 12, 2017

Ms. Powers reviewed the report under Tab 5. She noted that over nine hundred (900) homes have now been audited for their access cards. Ms. Powers stated that a couple of residents have requested a bus shelter or benches for residents that wait with their children for the buses. It was noted that the school district does sometimes change bus stop locations and these improvements would be concreted into the ground. The Board noted if staff felt there was a strong enough need to bring back cost and recommendations.

- 2.) Mr. Bissonnette reviewed the report found under Tab 6.
- 3.) Charles Aquatics Fountain Repair Report, September 18, 2017
- 4.) Charles Aquatics Pond Report, September 26, 2017

E. District Manager

Ms. Dobbins updated the Board that the Rules & Policies have been completely updated with the last few months revisions made by the Board. They will be posted on the website and an e-blast will go out. Also, the thirty (30) day termination notice was sent to G4S Security Solutions. Their last day is October 26th, 2017. A new contract has been drafted and signed by BluTek. Ms. Dobbins also noted the district has paid Synergy their seventy five percent (75%) deposit and the new camera system install should be starting in the next couple of weeks. Ms. Dobbins stated the next meeting will be held on November 9, 2017 at 6:00 p.m.

SIXTH ORDER OF BUSINESS

Consideration of United Parcel Service Hold Harmless Agreement

On a motion by Mr. Kuca, seconded by Mr. Dunn, with all in favor, the Board approved entering into an agreement with United Parcel Service with the same terms as last year; fee of \$500.00 and \$25.00 per day fee for the POD not being picked up after the deadline for Heritage Landing Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Gatekeeper Enclosure Proposal

Ms. Flores presented the contractor's drawing of the outside elevation. After discussion, the Board approved the proposal by Florida Certified Contractors to enclose the gate keeper area in the amount of \$10,600.00.

On a motion by Mr. Sovine, seconded by Mr. Kuca, in favor, with Mr. Fleming opposed, the Board approved the proposal by Florida Certified Contractors to enclose the gate keeper area in the amount of \$10,600.00 for Heritage Landing Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Pool Heat Extender Proposals

Ms. Powers presented proposals from last spring, but noted she is waiting for confirmation if prices are still valid. After discussion, the Board approved (a price not to exceed \$50,000.00) and for Ms. Powers to continue to retrieve current proposals for the District to review.

On a motion by Mr. Dunn, seconded by Mr. Kuca, with all in favor, the Board approved (a price not to exceed \$50,000.00) and for Ms. Powers to continue to retrieve current proposals for the district to enter into for Heritage Landing Community Development District.

The Board gave a consensus that the Chairman will choose the final proposal and execute the agreement.

NINTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

An audience member had a comment on the meeting times.

An audience member had a question on the meeting procedures.

Mr. Sovine requested staff to post an outline of the meeting procedures for audience members to see when they come in.

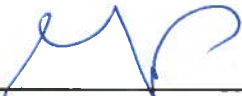
Mr. Dunn updated the Board that he has taken a job in North Carolina and he will be resigning at the end of this meeting.

The Board of Supervisors directed staff to announce the vacant seat and the Board will review candidates at the November meeting.

TENTH ORDER OF BUSINESS

Adjournment

<p>On a motion by Ms. Moore, seconded by Mr. Dunn, with all in favor, the Board adjourned the meeting at 11:42 a.m. for Heritage Landing Community Development District.</p>
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Secretary/Assistant 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 General Tree

Project Description Removal of hanging limbs along Heritage Landing Pkwy. Removal of Fallen tree
between athletic field

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Removal of Hanging Limbs along Heritage Landing Pkwy	\$910.00	\$910.00
1.00	LUMP SUM	Removal of Fallen Pine tree between the athletic Fields.	\$840.00	\$840.00

For internal use only

SO# 6482942
JOB# 346102023
Service Line 200

Total Price \$1,750.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services
11530 Davis Creek Court, Jacksonville, FL 32256 ph (904) 292-0716 fax (904) 292-1014

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 US.
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 third party 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 as 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 either party 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. 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 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.

14. **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.

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

15. **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 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. Contractor is not responsible for 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 Client/Owner's expense.
16. **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

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 BrightView within fifteen (15) days after billing, BrightView 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 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 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

Melissa Dobbins

October 09, 2017

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature

Title

William Buerki

October 09, 2017

Printed Name

Date

Job #: 346102023

Proposed Price \$1,750.00

SO # 6482942