

Heritage Isle at Viera Community Development District

Board of Supervisors' Meeting May 23, 2023

District Office:
8529 South Park Circle, Suite 330 Orlando, Florida
32819
407.472.2471

www.heritageisleatvieracdd.org

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

Brevard County Government Center, Atlantic Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940

Board of Supervisors Jay Williams Chairman

Bob Goldstein Vice Chairman

Kenneth Bonin Assistant Secretary
Jon Smallegan Assistant Secretary
Kenneth Walter Assistant Secretary

District Manager Melissa Dobbins Rizzetta & Company, Inc.

District Counsel Wes Haber Kutak Rock, LLP.

District Engineer Ana Saunders BSE Consultants

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

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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.

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Orlando, Florida · (407) 472-2471</u>
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.heritageisleatvieracdd.org

May 19, 2023

Board of Supervisors

Heritage Isle at Viera Community

Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Heritage Isle at Viera Community Development District will be held on **Tuesday, May 23, 2023, at 10:30 a.m.** at the Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940. The following is the agenda for the meeting:

1. 2.	CALL TO ORDER/ROLL CALL PUBLIC COMMENT	
3.	COMMUNITY UPDATES	
٠.	A. Brightview Community Update by Randy Preston	
	B. Monthly Report Update by Supervisor	
	Ken Walter	Tab 1
	C. Joint Landscape Team	
	Minutes	Tab 2
	D. Field Service Inspection Report for March by	
	Bryan Schaub	Tab 3
	Discussion/Consideration Regarding Juniper 6 Month	
	Service Proposal	
4.	BUSINESS ADMINISTRATION	
	A. Consideration of the Minutes of the Board of Supervisors'	
	Meeting held on March 28, 2023	Tab 4
	B. Ratification of Operation and Maintenance Expenditures	
	February, March 2023	Tab 5
5.	BUSINESS ITEMS	
	A. Consideration of Hoover Filter Disc Cleaning North	
	Pump # 8593 Proposal	Tab 6
	B. Consideration of Druse Tree	
	Service Proposal	Tab 7
	C. Consideration of Solitude Lake Management Service	
	Proposal	Tab 8
	D. Update on Pressure Washing Sidewalks	
	E. Consideration of Resolution 2023-03, Approving FY	-
•	2023/2024 Proposed Budget & Setting Public Hearing	1ab 9
6.	STAFF REPORTS	
	A. District Counsel	
	B. District Engineer	
-	C. District Manager	
7.	SUPERVISOR REQUESTS AND COMMENTS	
8.	ADJOURNMENT	

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Melissa Dobbins

Melissa Dobbins District Manager

cc: Wes Haber, Kutak Rock, LLP.

Landscape Report 18 March-24 April 2023

We had almost 6 weeks without any appreciable rain. BrightView is monitoring the CDD property turf conditions and continues to deliver water three times per week. Rain is needed, we count on Mother Nature to provide us with the much-needed precipitation.

Resources on property is of the highest importance right now. We have entered the growing season and the landscape demands increase exponentially. I stressed this point with BrightView. They understand that they need additional resources to keep pace with landscape maintenance. The next 3-4 weeks will be critical as they prepare for the summer months!

At the last CDD meeting, we heard complaints about the parks and the condition of the beds, shrubs, trees etc. It's apparent that the detail work has been lacking. On 4 April, I conducted a ride around with Randy identifying areas needing extra attention. The following provides a summary.

Phase 1 park- between Egbert and Galindo, some of the beds need weeding. Also, there are a few areas experiencing drought stress.

Shrubs near the Pergola need major weeding and pruning of the decorative grass. This area needs a refreshment. It looks overgrown and not maintained properly. Cleanup will commence on 24 April.

Phase 2 park- three oak trees require lifting.

Phase 3 - shrubs along the sidewalk along the pond behind Galindo require pruning.

Phase 4 park- beds require weeding. Also, short palms adjacent to the sidewalks near both circles require pruning. **Completed**.

Phase 5 park- decorative grass at the northeast corner of the park requires removal and sodded over. Most of the decorative grass is dead. Removal and siding over are the recommended courses of action. A proposal is being prepared.

Phase 6 park- short palms in the middle of the park require pruning.

Phase 7 park- a homeowner complained about dead trees. We checked the trees in question, they aren't dead. The entrance beds require weeding, Randy recommended we install one foxtail palm in the middle of the diamond at the northeast corner of the park sidewalk.

Phase 8 park- beds require weeding. Two corners will be refreshed by removing dead decorative grass and resodding the two areas. Homeowners were complaining about this park. The refresh project will commence in early May.

Legacy annual beds- weeding all the median tips where the annuals are planted is underway.

Randy will be stepping up the detail work over the next 2-4 weeks by scheduling his detail crew to get caught up with the housekeeping items. As of 14 April, BV is making some progress with the detailed work in the parks. On 19 April, a follow-up meeting was held with Randy and Richard to discuss these issues. Randy is scheduling his detail crew to get caught up to complete these items.

Field Service report- the March report will be 90% completed by the end of the month.

Dead palm tree- one of the foxtail palms on the Legacy Blvd circle has died. BrightView provided a proposal to remove the dead palm and replace it with a medium sized foxtail. Since this area is in full high visibility, we requested BrightView to expedite the removal and replacement.

Irrigation- controller 6 which services phase 4 will be the next controller that will require replacement. Its reliability is becoming a maintenance issue now. It must be rebooted every day.

Controller Inspections- Both BrightView and Juniper are conducting bi-weekly inspections to determine if any alarms are showing. An alarm usually indicates a problem with irrigation delivery to the property. BV diagnosis the CDD alarms and Juniper diagnosis the homeowner lots. This process is working fine. Repairs are being completed expeditiously. As of this report, we have a few zones on CDD property under repair, nothing serious. And should be repaired very shortly.

Irrigation Separation Project- as you know we approved Ana's recommendation to first try and close the 12-inch gate valve. If successful we can achieve the separation at minimal cost. Here is the problem.

The valve is old. We suspect it's been there for at least 12+ years. Obviously, it's buried, probably not protected, and exposed to age and environmental factors. It has not been exercised or serviced at all. The concern is whether the valve can be closed. The gate itself could get stuck while trying to close the valve, or worse the stem breaks causing it to leak.

However, on 19 April I met with Ana, Randy, Christian and Richard to discuss this matter. Ana advised that similar valves typically are buried, and age is not a real factor. They are durable and we should be able to exercise the valve by closing the valve.

Contrary to my concern, the valve was easily located, the cover was removed, and the gate valve wrench was used to close the valve relatively easy. Then we checked with Hoover to review the Flowguard reports for pressure changes and they indicated the irrigation system was still connected. More research is required to determine if there is

another valve connection into the mainline on Legacy Blvd that will separate our irrigation system.

Unless we can locate the correct valve(s), we will not be able to separate the irrigation system. Or whether it's even possible.

Mulching- we expect the CDD mulching to commence on 24 April. This year, they will be blowing the mulch into the beds. This process is widely used within landscape practices. Randy will oversee quality assuring the work. The sub-contractor is American mulch. They will start from the South Gate and work north mulching the parks and common areas on the east side. After that, they will restart at the South Gate and mulch the parks and common area on the west side. Lastly, Legacy Blvd will follow to complete the mulching for this year.

Joint Landscape Team Meeting

April 26, 2023

The Joint Landscape Team meeting was held on 26 April 2023 at 9am -10am. With the exception of the HIRVA and HIDA board liaisons and HIRVA CAM, , the rest of the team members were present.

One of the things that was discussed concerned the importance of communications between the team members and their respective board CAMs. As such, we've been able to synchronize our landscape calendar of maintenance services as best as possible. And our vendors are working together which is a good thing.

Communications:

Calendar- both Juniper and BrightView provide their expected monthly scheduled services to Andrew Rivera who prepares the overall calendar for dissemination to our homeowners. This is our primary way to communicate with our community when it comes to landscaping.

Any irrigation repair efforts that will require more than 24 hours to repair will be communicated via an eblast. If the repair action is homeowner lot related, the HIRVA CAM will initiate the eblast. If it's for common areas or pump related repairs, then the CDD board liaison will initiate the eblast.

General Landscaping:

Mowing- we experienced some rain events causing slight adjustments to the mow schedules for our properties. BrightView commenced weekly mowing in April. Juniper will commence mowing weekly in early May.

Detail Work and Weeding- BrightView is behind with property detailing in the parks and on Legacy Blvd. This is being addressed by BrightView management. Juniper is on track with their scheduled detail and weeding services.

Tree Pruning- the juniper contract calls for the pruning of all trees on homeowner lots. As such , they will be evaluating the additional workload and provide a time estimate to cover all homeowner lots. They will report back with their assessment so that this service can be added to the schedule.

BrightView expects to perform the annual pruning of the tall palms either end of May, early June.

Mulching- Juniper is on schedule with mulch installation on homeowner lots.

BrightView planned to start mulching CDD property on 24 April only to find out the sub-contractor failed to schedule the project. BrightView is trying to resolve the scheduling problem with American mulch as soon as possible. More to follow.

Irrigation:

Teamwork between Juniper and BrightView has been commendable when it comes to irrigation management and repairs. They are doing the biweekly controller inspections to determine if any clocks have illuminated alarms. Repairs are done by area of responsibility. Alarms for homeowner lots are diagnosed and repaired by Juniper and alarms associated with common areas are diagnosed by BrightView. This process has been working very well! And time to repair has been taking less time.

Well done to the irrigation team!

Irrigation Separation Project- so far, we haven't been able to separate our irrigation system into two domains. We thought we knew which valve would allow the separation. We were able to close the valve, however after informing Hoover that the valve was closed, they indicated, based on the Flowguard reports, the pumps were still connected. The only thing that happened was a reduction in water pressure, so we had BrightView reopen the valve returning it to its original open position. The CDD engineer will continue to review the mainline valves to determine a separation is even attainable.

Fertilization:

All spring applications have been completed for both Juniper and BrightView.

Recommendation:

Mowing- For next year, we need to reduce the one-month gap in time when the weekly mowing commences between BrightView and Juniper. This will reduce homeowner complaints and better synchronize the weekly start up mowing which ideally should occur the beginning of April each year.

Other:

Homeowner Complaints- we've been seeing various general landscaping complaints . Many of the items are isolated. The CAMs work directly with homeowners and vendors on these matters.

It's been brought to our attention that in some areas such as phase 4 we have some infestations of "lubbers". These are grasshopper type critters. They should only be here temporarily.

Thanks!

HERITAGE ISLE AT VIERA CDD

LANDSCAPE INSPECTION REPORT



April 24, 2023
Rizzetta & Company
Bryan Schaub – Landscape Specialist



Summary, Grayson & Egbert

General Updates, Recent & Upcoming Maintenance Event

- Treat all Ornamental Grasses for Mites.
- ➤ Upcoming fertilization events for turf, beds and palms.
- Remove the weeds, Property-wide.

The following are action items for Brightview to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient of more than a month. Green text indicates a proposal has been requested. Blue text indicates irrigation. Black Underlined text indicates Board information or decisions.

- In the beds at the both ends of the park between Grayson & Camberly, remove the weeds in the beds along the sidewalk. The Ornamental Grasses were pruned and look good. These beds are candidates for Indian Hawthorn removal & enhancement.
- 2. In the park between Grayson & Camberly near the pergola, prune & treat the Ornamental Grasses for Mites. Also, remove all volunteer grasses & Witches Broom, growing into the other plants.

 (Pic 2 >)
- 3. In the same area, there is a broken rotor head adjacent to the sidewalk.
- 4. In the same area & property-wide, vendor to discontinue over spraying herbicides as they are killing the turf.
- 5. In the same area, remove all vines from the hedges.
- 6. In the park area in the south ROW of Galindo, prune out all dead material from the Schillings Holly.

- 7. In the same beds, continue treatment of the Sago Palms, remove volunteer Live Oaks & vines.
- 8. In the same area but mid way down on the east side, diagnose & treat the stressed Confederate Jasmine.
- 9. In the same area, weed all beds.
- 10. In the beds between 7164 Egbert & 7185 Mendell, Rejuve cut the Ruellia as they are getting too leggy. This promotes a fuller and healthier growth. Ruellia responds well to continued pruning.



Egbert, Wickham & South Entrance

- 11. In the park adjacent to Egbert & propertywide, remove all suckers & water shoots from the trees & lift all trees to the proscribed height.
- 12. In the new turf area next to 3072 Galindo, remove the stumps that are still present from when the bed was removed. They should have been removed months ago. (Pic 12)



- 13. Along the path to the north of lake that runs along Wickham, remove all suckers & water shoots from the trees.
- 14. In the same area, remove all vines & large weeds from the shrubs & hedges.
- 15. In the same area, diagnose & treat the declining Wax Myrtle hedges as they have dead leaves and browning with large dead areas.. (Pic 15)



- 16. At the south entrance, detail all beds including weeding, setting strong bed lines, removing vines, removing volunteer palms & prune out all dead material.
- 17. In the same area, diagnose & treat the stressed Crinum Lily and remove the dying leaves.
- 18. In both ROWs of the south entrance, there is herbicide over spray that has killed bed plants and turf. Correct. (Pic 18)



- 19. Along the sidewalk on Wickham, there are multiple areas where the turf is dying. It appears to be fungal in nature. Correct.
- 20. In the same area, detail all beds, including removing weeds (some are over 3 feet tall), removing vines, setting strong bed lines.
- 21. In the entrance median island, diagnose & treat the Crape Myrtle. There is necrotic spots on the leaves, leaf distortion and leaf drop.
- 22. At the entrance, prune hedges to keep line of sight for the signage clear.
- 23. In the west ROW of Legacy just past the bridge, remove the large Brazilian Pepper tree growing out of the dwarf palms. It has grown to over eight feet tall. (Pic 23 >)

South Entrance, Bancroft, Russ & Legacy

- 24. In the west ROW of the south entrance, rejuve cut the Thryallis.
- 25. Remove dead Cedar branch hanging up in west ROW of Legacy.
- 26. In the park bordered by Bancroft, treat the Ornamental Grasses for Mites. (Pic 26)



- 27. In this park & the area in the west ROW of Bancroft, weed all beds (the weeds are taking over), remove vines, set strong bed lines & treat for insects.
- 28. In the same park, there are declining turf areas. Treat. Most likely fungus.
- 29. In the same park, diagnose & treat the stressed Crinum Lily and Schilling's Holly. Crinum Lily have insects for sure and a possible fungal infection.



- 30. In the south ROW of Gurrero at the north end of the park, monitor a declining palm.

 Continue to check for signs of Ganoderma or other diseases. Report findings to the DM.
- 31. In the park north of Carambola, treat & thin the African Iris.
- 32. In the same park, detail all beds including removing weeds & vines. There are 4 ft tall Brazilian Pepper trees.
- 33. In the same park, monitor and/or diagnose the stressed tree in the bed between the sidewalks. (Pic 33)



- 34. At the south end of the park north of Funston, treat the Ornamental Grasses for Mites.
- 35. In the same park, detail all beds including weeding & vine removal.
- 36. On the east side of the pond between Sansome & Russ, the irrigation control system has a broken mast for the sensors. Please, repair.
- 37. In the same area, there is a washout under the sidewalk. Determine if this is irrigation or not. If it is repair. If it is not, notify the DM.
- 38. In the same park, treat all Ornamental Grasses for Mites.

Sansome, Van Ness, Quint & Legacy

- 39. In the park between Sansome & Russ, detail all beds including weeding & vine removal.
- 40. In the same area, treat all Ornamental Grasses for Mites.
- 41. In the NW corner of Sansome & Legacy, detail the beds including weeding, vine removal, pruning for plant separation & pruning out all dead plant material.
- 42. Behind the hedges along the north end of Legacy, diagnose & treat the turf issues, detail the hedge beds and set strong bed lines.
- 43. In the same beds, diagnose & treat the declining Ixora.
- 44. Detail the beds, including weeding, pruning and edging, in the west ROW of Legacy at the north entrance.
- 45. Around the pond between Anza & Van Ness, detail the beds, pruning out dead material, weeding & setting strong bed lines. These beds are in poor shape.
- 46. In the east ROW of Legacy & north of the Amenities Center, diagnose & treat the Indian Hawthorn as they have Entomosporium from Thrips. Most of the units will have to be replaced, eventually.
- 47.In the east ROW of Legacy & north of the Amenities Center, diagnose & treat the declining Viburnum hedge. Prune out dead material & replace dead units.
- 48. Along the path between the parks on Anza & Van Ness, remove all vines & weeds in the Viburnum.
- 49. Property-wide, treat all crack weeds.
- 50. In the park by Quint, prune the Ruellia.

- 51. In the same park, there are multiple possible irrigation breaks. Investigate & repair.
- 52. In the same park, lift all trees to FDOT standards.
- 53. In the same park, a mower damaged the turf. Repair. (Pic 53)



- 54. In the same park, remove all suckers, vines, weeds, set strong bed lines & prune out dead plant material.
- 55. In the same park, diagnose & treat stressed Ruellia palms.
- 56. Continue to take any corrective actions to improve the color, coverage & vigor of the turf in the park area in the NW corner of Le Conte & Pacheco.
- 57. In the same park, prune plants for plant separation.
- 58. Property-wide, treat all active ant mounds.
- 59. Property-wide, monitor & give any TLC possible for the Mammy Crotons that were stressed during the freeze events.
- 60. At the Round About at the Amenities Center, weed the Flax Lily & thin them out a bit if possible.



Legacy

- 61. At the neighborhood entrances, remove all vines, weeds, & Vetch from the shrubs & hedges. Also, prune out all dead plant material.
- 62. Detail the berm in the east ROW of Legacy at the north entrance.
- 63. Along Legacy, diagnose & treat the growing turf areas circular in shape that are stressed.
- 64. At the Round About, diagnose/test and treat the declining/dying palm tree. Might be "frizzle top". Report findings to Ken & the DM. (Pic 64)











Juniper Advance Mapping

OUR SERVICES

• More Than Just Maintenance

QAULIFICATIONS

Certifications & Licenses

PORTFOLIO

Juniper Communities

Submitted by:

Susan Chapman King Client Relations Manager

407-717-6557



Dear Richard & Board of Directors:

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for Heritage Isle CDD. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 20 years and our skilled teams are dedicated to your landscape initiatives.

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at 407-717-6557.

Thank you,

Susan Chapman King Client Relations Manager 407-717-6557 Susan.chapman@juniperlandscaping.com Junipercares.com

ROOTED IN FLORIDA HOW IT ALL STARTED

Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

Juniper was founded in Florida and all our leadership team lives in-state.



CENTRAL WEST COAST

ORLANDO OCALA BELLEVIEW WESLEY CHAPEL LAKELAND LITHIA

NAPLES BONITA SPRINGS **FORT MYERS VENICE SARASOTA BRADENTON TAMPA**

EAST COAST

FORT LAUDERDALE **WEST PALM** VFRO BFACH PORT ST LUCIE **MELBORNE VIERA**

COMPANY OVERVIEW SERVICES & QUALIFICATIONS



DESIGN



BUILD



MAINTAIN



Resources & Qualifications

- 1,800+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural
 Professionals
- FNGLA Certified Landscape
 Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



CLIENT TEAM

RESOURCES



DESIGN - SUPPORT TEAM

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

BUILD - SUPPORT TEAM

- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

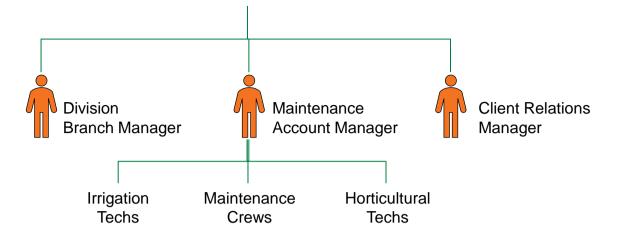
MAINTAIN - SUPPORT TEAM

- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

- A Sense of Urgency
- A Constant Communicator
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt



JUNIPER CLIENT TEAM



BRANCH MANAGER

Oversees the overall quality of the project, ensures contract items are completed timely and communication reports are being completed. Works with account manager on managing all tree pruning and enhancements.

ACCOUNT MANAGER

Works with association manager on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

IRRIGATION TECHNICIAN

Performs inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

FERTILIZATION & PEST CONTROL TECHNICIAN

Performs regular inspections for shrub and lawn damaging insects such as mealybugs, aphids, spider mites, chinch bugs, sod webworms, and grubs.

TURF MANAGEMENT

Our account managers perform regular inspections for lawn damaging insects such as chinch bugs, sod webworms, and grubs. This, combined with our comprehensive irrigation and fertilization program, will keep turf areas thick and healthy.

SHRUB MANAGEMENT

Detailing includes trimming and pruning of all shrubbery, ornamental trees, and groundcover, removal of tree suckers, as well as the defining of bed lines and tree saucers. Our "weed first" approach ensures the spraying of pre and post emergent herbicides and pulling existing weeds is the project foreman's priority.

FERTILIZATION & PEST CONTROL

Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

WATER MANAGEMENT

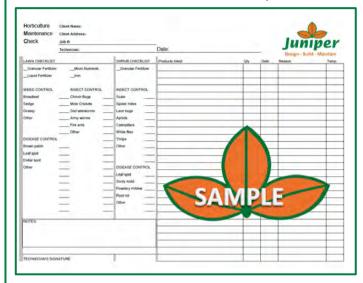
Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

SERVICE REPORTS & MAPS

SAMPLES



Fertilization & Pest Reports

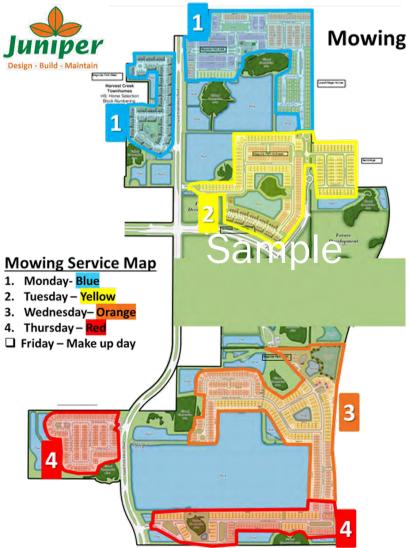


Regular service schedule maps are created for each community.

Service Rotation Map

Irrigation Reports











At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs.

Our commitment to quality, dependability, and industry-best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.



Landscape Maintenance Agreement

Property Name: Heritage Isle CDD - Maintenance Company Name: Rizzetta and Company

2023 Maintenance Contract-7/1/23-12/31/23

Heritage Isle CDD - Maintenance

Included Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
General Maintenance Services			
General Landscape Maintenance Services	21	\$4,608.18	\$96,771.78
Fertilization Program Turf & Shrubs (See Scope for Details)	2	\$6,267.48	\$12,534.96
Insect and Disease Control	6	\$704.18	\$4,225.08
Irrigation Wet Checks	2	\$2,932.72	\$5,865.44
Annual Maintenance Price			\$119,397.26

Juniper Landscaping of Florida LLC • 5880 Staley Road • Fort Myers, FL 33905 Phone: 772-562-6249

Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Palm Pruning - Optional	1	\$15,000.00	\$15,000.00
Annual Flower Installation - 1980 Annuals	4	\$4,455.00	\$17,820.00
Service Terms		\$0.00	\$0.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$19,900.00	\$0.00	\$19,900.00
August	\$19,900.00	\$0.00	\$19,900.00
September	\$19,900.00	\$0.00	\$19,900.00
October	\$19,900.00	\$0.00	\$19,900.00
November	\$19,900.00	\$0.00	\$19,900.00
December	\$19,900.00	\$0.00	\$19,900.00
	\$119,400.00	\$0.00	\$119,400.00

	Juniper Landscaping of Florida LLC		Heritage Isle CDD - Maintenance
Date	5/11/2023	Date	
Print Name	Susan Chapman King	Print Name	
Ву	Susan Chapman King	Ву	

Juniper Landscaping of Florida LLC • 5880 Staley Road • Fort Myers, FL 33905 Phone: 772-562-6249

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

EXHIBIT A

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MOWING

Uniformity in color and appearance as maintained on the property shall be provided. In the event of bald spots and/or dead grass resulting from any negligent act or omission of the contractor, as determined by the CDD, the contractor shall restore and replace the sod at its own expense within thirty (30) days (based on availability) of notification by the CDD. Grass cutting height shall be no lower than 4 inches.

**Fire ants will be treated with fire ant bait by the contractors mowing staff during

each mowing service. ST. AUGUSTINE TURF

All turf areas are to be mowed no less than once every seven (7) days during the months of April 15th to October 15th.

(Total of 28 mows).

All turf areas are to be moved no less than once every fourteen (14) days from October 16th to April 14th. (Total of 13 mows).

No mowing is to take place if the grass is deemed to be too wet and the lawn mowers will cause ruts. If the contractor is unable to mow, the contractor will notify management to inform them of the new mowing schedule, through the daily phone call.

If one day is missed, then the make-up day will be Saturday. In the event two or more days are missed, then an additional crew will be brought in so that all mowing will be completed within the 7-day for weekly mowing or the 14-day every two-week mowing, if weather conditions permit.

Mower blades shall always be kept sharp and clean to provide a quality cut. Contractor will leave clippings on the lawn areas if no readily visible clumps remain on the grass surface 24 hours after mowing. Otherwise, contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Mowing patterns must be varied to avoid wheel ruts and wear in the turf. Turf areas are to be patrolled for foreign materials, i.e., paper, roadside debris, trash, bottles, etc. before and during each service. Mowing over trash and/or debris is strictly prohibited.

2. EDGING/TRIMMING

The Contractor will power edge tree rings, shrub beds, planting beds and all surfaced areas bordered by grass, such as: walks, curbs, roadways, driveways or other paved areas at the time of each mowing. Only stick or push blade edger's will be used. String trimmers will not be used for edging. Care is to be exercised to avoid damage to sidewalk, curb and driveway edges when power edging. Plant and shrub beds are to be edged to exhibit a clean, hard delineation from turf areas. The Contractor shall make every effort to avoid hitting trees and shrubs with any machinery. If plantings and/or trees perish, or severely decline, due to these actions, the Contractor shall replace such plants immediately at his expense.

Power trimming all areas that are inaccessible to mowing machinery every time mowing takes place will occur to provide a finished, well-groomed appearance. String trimming will be at a height consistent with the prevailing mowing height. If the Contractor deems it necessary, he may use EPA approved chemicals to control maintainable areas around trees, poles, buildings, and other obstacles directly adjoining turf. The over-use of chemicals to avoid power trimming or edging is prohibited. All applications of approved chemicals will be performed when wind drift is negligible.

Trimming will be completed during each visit by use of a string trimmer, or other mechanical means to prevent weeds and/or undesirable grasses from encroaching upon lawns, side of homes and mulched areas.

Edging is defined as the outlining and/or removing of turf by use of a mechanical edger. Sidewalks and driveways will be edged with every mowing.

Contractor shall neatly edge and/or trim around all plant beds, curbs, sidewalks, trees, plants, mulched beds and building areas. Care shall be taken as not to injure tree trunks or plant materials during the edging operations.

3. DETAILING OF PLANTED AREAS (WEEDING)

Weeding should include the removal of weeds from all beds, front and back. Treatment of weeds on front driveway and walkway pavers and landscape beddings will be performed on a monthly basis. A detailed schedule, by phase should accompany mowing schedule. Chemicals must have an EPA approval number.

Weeding of all plant and shrub beds shall be done monthly to maintain a high level of order and an attractive appearance. The Contractor may control the weeds with the use of EPA approved chemicals. Over-use of such chemicals to avoid hand-weeding is prohibited. All applications of

approved chemicals near or within shrub and plant beds will be performed when wind drift is negligible. Extreme care will be taken to avoid enlarging current beds areas with chemicals or other activity.

Weeds and stray grasses shall not be permitted to grow through driveway and walkway pavers. The use of EPA approved chemicals may be used for control of weeds in these areas only when the wind drift is negligible.

All areas littered with trash or debris during the process of performing maintenance services shall be cleaned using power blowers, rakes, and, or, brooms. The Contractor shall dispose of palm fronds, tree limbs, shrub/hedge trimmings that are left behind due to the maintenance process. The Contractor shall make use of a leaf vacuum for pick-up and removal of fallen leaves during the leaf-shedding season. The practice of blowing leaves into landscape beds or tree rings is prohibited.

In the event of storm damage, the Contractor will provide disposal of small limbs and branches, light debris, and overall storm damage to the grounds and yards of each property.

4 BLOWING

Sidewalks, driveways, walkways, lanais and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted debris generated by Contractor using forced air machinery. Blowing is to be done the same day as the lawn mowing. In Brevard County, it is illegal to blow clippings onto streets, down storm drains and into surface water (ponds). Therefore, clippings should be blown back onto the turf grass, which is beneficial to the grass. Blowing the back-yard pad outside of the lanai should be done after each mowing.

5 SHEARING OF SHRUBS AND HEDGES

Pruning of shrubs and hedges will be done to maintain a crisp appearance and to conform to the CDD landscape standards.

Pruning of shrubs and hedges in the community shall be performed every month. Unless otherwise directed by the CDD Board, all pruning, trimming and thinning of plants will be done so that the intended natural shapes are retained. At no time shall pruning of shrubs shall be performed when the shrub is in bloom.

6. Pruning Shrubs and Hedges and Trees

Shrubs, and hedges plantings will be pruned one (1) time per month during the growing season (April – October). Hand shears, or mechanical hedgers may be used, as is appropriate. Mechanized hedging equipment shall not be used if the use of such equipment is inappropriate for the job, and when the use of such equipment is detrimental to the form, shape or continued growth of the plant.

Shrubs and plants adjacent to sidewalks, driveways, or entrances shall not be allowed to overgrow or otherwise obstruct clear passage. Shrubbery will be pruned away from all buildings and air handler units. Browned out, dead, or dying portions of shrubs shall be removed. The debris, or cuttings, created during the pruning process will be removed by the Contractor immediately. Power pruning will be minimized to avoid over-pruning.

No pruning of flowering shrubs will be done during or immediately following growth flushes. Branches will be pruned just outside the branch collar and pruning paint will NOT be applied. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.

Palm trees will be trimmed when needed to remove dead fronds and seed pods; provided they can be reached with a pole. The Contractor will remove all palm debris.

Selective pruning of trees (Holly Trees) and woody ornamentals up to a height that can be safely reached with a pole saw (where appropriate) shall be done year-round during normal service at no additional charge. Crossing branches will be removed and or thinned from the canopy. All debris will be removed by the Contractor.

Selective rejuvenation pruning of shrubs to rejuvenate growth may be required during the contract.

Hedges and shrubs will be trimmed on average once per month, twelve (12) times per year to provide a neat and clean appearance.

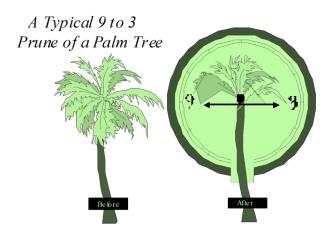
- All hedges along sidewalks where line of sight is a potential concern shall be trimmed to a maximum of 3 ½ feet.
- All hedges and other landscaping near intersections shall comply with applicable line-of-sight requirements;
- All other hedges shall be trimmed to a maximum of 6 feet; and
- Tree canopies shall similarly be trimmed to be consistent with the requirements of law.

Crape Myrtles will be pencil pruned while dormant, in February/March. Proper pruning techniques as noted above will be used. (All tree cuts shall be made in accordance with International Society of Arboriculture standards.)

Palms/Trees

Trees will be trimmed once a year using the necessary equipment. Contractor will follow FDOT standards for pruning street trees and trees over sidewalks. Community standard will be 8ft over sidewalks and 15ft over roadways.

Palm trees will be trimmed to 9 & 3 o'clock and no higher. No dead fronds are allowed. Bid should include address of tree that are to be trimmed.



Palm Tree Pruning

Palms will be pruned as displayed to the left. Palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris. No green frowns will be removed.

7 MONITORING/PROPERTY REVIEW

Weekly inspections of all areas will be conducted by an assigned, qualified representative of the Contractor to bring abnormal conditions, as outlined in the contract, to the immediate attention of the Management Company. Monthly site inspections attended by a Management and Landscape Committee representative and the Contractor are required.

The Contractor shall designate at least one supervisor who will continually monitor the quality of workmanship and shall be the point of contact between Management and the Contractor.

8. WORK ORDERS

On a monthly basis, Management will generate a landscape schedule submitted by the Contractor. For work orders generated outside the monthly schedule, are expected to be handled within ten (10) days and communicated by a written work order back to the CDD manager when the work order is completed, A work order may not be closed out until it is completed in full. It is understood that work orders that require parts or materials to be ordered may take more time;

therefore, the work order will be put on monitored status. In these instances, anticipated date of completion must be communicated via email or written work order back to CDD manager.

9. LEANING TREES

Any trees damaged by the contractor during the term of this service contract shall be straightened by pulling them to an upright position and if needed, installing appropriate supports. <u>If a tree support is damaged by the Contractor</u>, it needs to be replaced within the 10 days of a work order.

10. MULCH APPLICATION SERVICES SPECIFICATIONS PART 5

Installation of Mulch, including labor and materials, will be provided to cover all shrub/tree bed areas, via a separate annual bid. Contractor will bill at time of completion of the work.

- Mulch must be mini pine bark mulch. Bagged mulched, as no dumping of mulch is allowed on the streets.
- Vendor will ensure that all mulch is free of insects prior to the mulch coming into the community.
- All beds will have a minimum of 3" depth of mulch with at least 1" of mulch depth being applied to refresh the mulch. All shrub beds should have a minimum mulch depth of 3 inches maintained. But trees should only be lightly mulched with about an inch of new mulch.
- The practice of creating mulch volcanoes at the base of trees is prohibited. Mulch will be maintained at a depth of one inch.
- Cost for mulching will include material and labor and is separate from the CONTRACT. CDD may solicit outside bids for this project. Mulch will be manually distributed, not mechanically blown.

11 ADDITIONAL SERVICES

All services not covered under this Contract shall be considered "Additional Services" and will be charged separately according to the nature of the item of work. The consent and authorization of the CDD and its authorized representative must be obtained prior to the performance or installation of such "Additional Services" items and prior to purchase of any chargeable materials. In the event of any major weather event, Heritage Isle would be first on the vendor list for clean-up and removal of all debris.

12 HURRICANE EXPENSES:

In the event of major storm damage (named storms) such as uprooted or fallen trees, or loss of plant material, such clean- up work will be itemized and treated as a separate proposal, or additional work.

13 CONTRACTOR'S PERFORMANCE

The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the main stream of the users. Contractor will ensure a Supervisor walks each phase after the work has been completed to ensure all items have been completed in accordance to the contract. Supervisorwill be required to sign off on an inspection sheet after each phase is completed.

14 CODE OF CONDUCT

Contractor shall provide water to all their staff. No smoking is allowed within the community. All personnel should be identified by company uniform.

15 WHERE THE CONTRACTOR IS RESPONSIBLE:

Sod, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor's operations, negligence or chemicals, shall be replaced immediately at no cost to the CDD. Damage due to the operation of his equipment in performing the CONTRACT, i.e., damage to the plant material due to improper horticultural practices, improper replacement or retrofitting of irrigation system components, or injury to non-target organisms due to application of pesticides or fungicides falls under Contractor's responsibility.

Sprinklers or structures that are damaged due to the landscape maintenance contractor's operations must be replaced by the landscape maintenance contractor immediately and at his expense.

Should any damage occur to any portion of an owner's property during the contracted landscape maintenance, it is the Contractor's responsibility to repair that damage at the Contractor's expense, except for curbing. Contractor is only responsible for curbs that are broken. Minor damage (gashing) Contractor will not be held responsible.

16 WHERE THE CONTRACTOR IS NOT RESPONSIBLE:

If plant damage or death is caused by conditions beyond the landscape maintenance contractor's control, replacement shall be at owner's expense.

The Contractor is not responsible:

• For the death or decline of plant materials due to the improper selection, placement, planting depth ormaintenance done before the time of this CONTRACT.

- Unexpected weather-related concerns such as; drought, flooding, storm, wind, fire or cold damages.
- Disease or damage to lawns or landscape plants beyond the control of the contractor, such as lack of water due to inoperative irrigation components (pumps down) and or homeowner tampering.

17 OTHERS

Contractor shall answer emergency or complaint calls regarding unexpected circumstances in the landscaped areas within. After Hours Pricing should be included with bid. Contractor shall be vigilant for fallen tree branches or shrubs and shall correct the problem, or if the work is beyond the scope of their contract, shall place warning signals and advise the CDD of the need for major work to be performed.

All landscaping materials installed by Contractor must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees). At installation, all plants must be healthy, well branched and densely foliated, with well-developed root systems, free of disease and insect pests.

Any services provided under these specifications that require application of chemicals shall be done in accordance with applicable laws and regulations. Specifically, Contractor shall be responsible that any services required to be performed by a Florida Licensed Pest Control Operator are legally performed. Additionally:

- a. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications, as well as to the management company
- **b.** Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the management company.
- c. All materials will be used as approved for intended use by the regulatory standards.
- d. All materials shall be applied per the manufacturer's specifications and guidelines.
- e. Lawn and pesticide signs shall be posted at the two entrances of each phase as well as every third house that is being treated, after the use of chemicals for safety and compliance and removed after appropriate time frame for treated areas to be safe again.
- f. Chemical application must be supported by soil samples, continually taken within each phase of the community. A minimum of 5 soil samples should be taken per each phase. Results along with a report supporting treatment plan is to be turned into management before each treatment.

WARRANTY

If the sod covered under the guidelines of this RFP dies, the affected sod will be replaced by Contractor at no charge to the CDD. Weed infested areas are to be treated with chemical application or spot turf replacement. Contractor shall mark weed infested areas to be treated.

FERTILIZATION AND PEST CONTROL SPECIFICATIONS PART 2

TURF CARE

ST. AUGUSTINE GRASS

Contractor will provide fertilization, disease, and insect and weed control to maintain healthy well-manicured turf appearance. Contractor will be required to submit a schedule of these services. Contractor will provide a minimum of **twelve (12)** dedicated horticultural visits to determine and treat, turf health and vigor and inspect and treat for turf damaging insects. The timing of fertilization and pest control applications will vary depending on weather and local regulation/ordinances.

It is the contractor's responsibility to develop a complete fertilization program for the community. (See attached) Prior to any fertilization, the contractor will perform soil sample tests in each phase (minimum of 1 test per phase) and submit the results along with their recommendation on fertilization, based upon the soil sample tests results. The guidelines below are to assist the bidder.

Items that are to be followed under all circumstances unless approved in writing from the management company are:

- Fertilizer N-P-K analysis for upcoming or completed fertilizations will be made available when requested.
- Fertilizer Application (Granular) Rate shall be one (1) pound of nitrogen per 1,000 sq. ft. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U. or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf.
- A minimum of **four (4) granular fertilizer** applications are to be provided; any changes to this specification must be approved in writing by the CDD.
- Every granular turf fertilization should have a minimum of 2% 6% Chelated Iron in the blend.
- Iron Oxide is prohibited to be used as a source of iron. Due to its ability to stain and the Iron Oxide does not benefit plant material, it is requested that it is not included in any fertilizer blends applied to plant material.

Turf Fertilization (granular)

St. Augustine

Early Spring Fertilizer Granular Application:

• Supplemental fertilizer may be applied when nutrient deficiencies are identified through a soil test. (24-1-11, 16-0-8, or 15-0-20) (In some cases this fertilizer was impregnated with a pre-emergent herbicide for summer annual weed control.)

Late spring/ Early Summer Fertilizer Granular Application:

- 16-00-08 Custom Blend Fertilizer, or 24-00-11 Custom Blend Fertilizer + 4.00% 6.00% Fe Late Summer/ Early Fall Fertilizer Application: Nitrogen can only be applied through May per county ordinances. An application of just potassium (0-0-20- or 0-0-22) is allowed in the summer, if soil tests show that potassium is needed.
- 15-00-20 (32% XCU/ 32% Neutralino) + 4.00% 6.00% Fe Custom Blend Fertilizer or

similar granular material. Fertilization should be based upon soil samples that are submitted to Management prior to application.

Additional Applications: Supplemental Granular Applications may be applied when nutrient deficiencies are identified through soil samples.

Contractor will provide fertilization, disease, insect and weed control on the following schedule.

WEED, DISEASE & PEST CONTROL – BASED UPON SOIL SAMPLES TAKEN IN EACH PHASE PART 3

January/February

- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.
- Pre-emergent weed control treatment for broadleaf and grassy weeds.

March/April

- Chinch Bugs St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.

May/June

- Chinch Bugs St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.

July/August

- Chinch Bugs St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.

September/October

- Chinch Bugs St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.
- Inspect and treat St. Augustine turf areas, brown patch and other turf damaging fungus.

November/December

- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.
- Inspect and treat St. Augustine turf areas, brown patch and other turf damaging fungus.

FIRE ANTS

• Fire ant bait will be applied during mowing service and fertilization/pest solutions.

Month Applications: Fertilizer Analysis should be based upon soil samples taken within each phase (5 per phase) and are submitted to management along with recommend fertilization.

March/April – Spring fertilization and broadleaf weed control. May/June – Summer insect control and fertilization.

July/August – Summer insect control

November/December – Winter fertilization and broadleaf weed control INSERT TABLE REFERENCE EXHIBIT

Supplemental insect control will be provided as needed to provide control.

TREE AND SHRUB CARE

Contractor will provide tree and shrub care on the following schedule.

MONTH APPLICATION: The vast majority of the stresses that cause plants to attract

and be susceptible to pests are related to nutritional deficiencies and/or imbalances. The correct supply and balance of nutrients should be the goal for the plants and the environment. Established plants should not need

fertilization.

January Spray all shrubs and trees for insects and fungus as necessary. Fertilize shrubs

and trees as needed.

Spray shrubs and trees as needed for insects and fertilize shrubs and trees with February

Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed. March

Spray all shrubs and trees for insect and fungus. Fertilize shrubs and trees as April

needed. Also, soil drench all shrubs and trees with a systemic insecticide. Inspect and spray shrubs and trees as needed.

May

Spray shrubs and trees, as needed, for insects and fertilize shrubs and trees June

with a granular fertilizer blend. Inspect and spray shrubs and trees as needed July

Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as August

September Inspect and spray shrubs and trees as needed.

October Spray shrubs and trees as needed for insects and fertilize shrubs and trees with

a granular fertilizer blend.

Inspect and spray shrubs and trees as needed. November December Inspect and spray shrubs and trees as needed.

Includes all fertility requirements, and any insect/disease problems on all installed shrubs, trees and palms. Supplemental applications of fertilizer, insect, and disease control will be applied as needed to maintain health and appearance. All fertilizer used will be granular.

PALM TREE CARE

All palms, excluding Sabal Palms, will be fertilized with fertilizer blended for palms. Twice a year, Queen Palms shall be provided with a supplemental application of Granular Manganese Sulfate as needed to maintain green and healthy appearance.

Canary Palms, Medjool, Dactyliferous and other Specialty Palms

Contractor will provide a specialty fertilizer program to provide the nutrients and care needed to maintain healthy appearance for Canary, Medjool, Dactyliferous and other specialty palms.

- Canary, Medjool and Dactyliferous are highly susceptible to Magnesium and Potassium deficiency in the Florida landscape. Contractor will provide the needed fertilization to manage the care of these trees.
- At a minimum contractor, will provide three (3) granular applications with a fertilizer that is comparable to the 8-2-14 Mg plus micronutrient palm fertilizer that has 100% of its nitrogen, K and Mg in controlled-release form and its micronutrients, such as iron and manganese, in watersoluble sulfate or chelated (iron only) form as recommended the University of Florida Extension Services.

- Pest and disease treatments will be done as needed to manage and control pests and diseases that are common to these palm trees.
- Contractor is expected to provide preventative treatments to protect against pest and disease, with special attention being paid to the prevention and control of Palmetto Weevils and Graphiola Leaf Spot.

OTHER

Any services provided under these specifications that require application of chemicals shall be done in accordance with applicable laws and regulations. Specifically, Contractor shall be responsible that any services required to be performed by a Florida Licensed Pest Control Operator are legally performed. Additionally:

- **a.** Technicians will give appropriate notification to persons in the immediate area of impending chemical applications, as well as to the management company
- **b.** Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the management company.
- **c.** All materials will be used as approved for intended use by the regulatory standards.
- **d.** All materials shall be applied per the manufacturer's specifications and guidelines.
- **e.** Lawn and pesticide signs shall be posted at the two entrances of each phase after the use of chemicals for safety and compliance and removed after appropriate time frame for treated areas to be safe again.
- **f.** Chemical application must be supported by soil samples, continually taken within each phase of the community. A minimum of 1 soil samples should be taken per each phase, before each treatment.

Note: The timing of pest control applications will vary depending on weather and local regulation/ordinances. Supplemental insect, weed, and disease control applications are to be provided as needed to provide control. All fertilizer applications are to be granular unless approved by the CDD. Chinch bug population include, but are not limited to: Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit.

WARRANTY

If the sod, shrubs, trees or plants covered under the guidelines of this RFP dies, it will be replaced at no charge to the CDD. Weed infested areas are to be treated with chemical application or spot sod replacement. Contractor shall mark weed infested areas to be treated.

IRRIGATION INSPECTIONS AND MAINTENANCE SPECIFICATIONS PART 4

1. FREQUENCY

Contractor shall perform a complete irrigation inspection on each property on a quarterly basis per schedule provided to management. The inspection shall be completed by the end of the calendar quarter and a <u>report shall</u> be submitted to management. Pictures should be attached for anything that warranted repair and is a charge to CDD.

2. SERVICE SPECIFICATIONS

- a. Each quarter, by phase the following items shall be accomplished.
 - Activate each zone of the system.
 - Visually check for and report any damaged or malfunctioning
 - Clean and/or adjust any heads not functioning properly.
 - Report any valve or valve box that may be malfunctioning or damaged in any way.
 - Leave areas in which repairs or adjustments are made free of debris.
 - Adjust clocks to the watering needs as dictated by weather conditions.
 - Inspect and adjust rain sensors as needed.
 - Insure that all valves are sufficiently marked to allow a person unfamiliar with the system to locate.
 - Provide a quarterly written report detailing inspection results by clock and zone.
 - CDD has the right to inspect any damaged parts that they are being charged for.
 - A quarterly report, such be submitted to Management when completed by phase, confirming inspections have been completed quarterly and noting any repairs that needed to be done which would cost the association additional money.
- b. Irrigation repairs that become necessary, that are covered under the routine maintenance contract, (valves and decoders) will be done on a time and material basis. All additional repairs are to be estimated when possible and contractor must obtain approval prior to starting the repair work. If any irrigation box must remain open for repair, it must be marked off using yellow caution tape as well as flags indicating the box is open.
- c. Detailed work orders that include location of work, parts used, and time used, will be generated and approved by the CDD.
- d. Work Orders required between scheduled visits must be completed within 7 10 days. Any overtime must be approved by Management.
- e. Damage caused by contractor's crews will be promptly repaired at no charge to the CDD, this includes but not limited to irrigation heads. All heads and nozzles are to be replaced at Contractors expense.

- f. The Contractor shall carefully check the sod and plants for signs of stress and, or, wilting, indicating a lack of water, or enough water. The Contractor shall be responsible for the proper programming and operation of all CDD irrigation controllers.
- g. Sprinkler heads and water supply piping that becomes broken or damaged during the landscape maintenance process shall be promptly repaired or replaced at the Contractor's expense. All other instances of damage, normal wear and subsequent replacement shall be at the owner's expense. Any changes, upgrades, additions to the irrigation system by the owner, via an approved ACC request, must be done after hours and at the homeowner's expense.
- h. Otherwise, a detailed estimate will be presented to the CDD for approval. The Contractor will submit a monthly invoice for irrigation repairs and, or replacements to management.

IRRIGATION MATERIALS COST TABLE

The Contractor offers the following typical irrigation components and cost(s)
noted below: 4 Zone Exterior rated Controller
6 Zone Exterior rated Controller
Repair PVC Pipe Breaks
½ - 1- inch Hunter Valve (installed)
1 ½ – 2-inch Hunter Vale (installed)
Decoders
24V Solenoid (installed)

The Contractor will use only HUNTER products whenever and wherever possible. The only instance where deviation from HUNTER products is allowed is when a determination is made that another manufacturer's product would be superior for the integrity and proper operation of the system. The substituted equipment must be completely compatible with the current HUNTER products used and must be approved in advance by Management.

During the first or initial quarterly inspection, all controllers will be set according to the "Regimented Watering Schedule" provided to the Contractor by the CDD.

Any component found to be damaged by the Contractor will be immediately replaced at no cost to the CDD or individual owner. Any emergency will be brought immediately to the attention of management.

In the event of a broken irrigation water supply line, or other irrigation emergency, the Contractor will have maintenance personnel available to respond on a 24-hour, 7-day per week, 365 days per year basis. The irrigation technician's contact phone number is to be provided with this CONTRACT. After Hours cost should be provided in bid.

For additional services from individual owners, that have received ACC Approval, the labor should be at the same expense as what CDD is charged, and all work should be done after hours (3:30 on weekdays and or all-day Saturday). Please indicate the cost for the appropriate work on the work order that is submitted.

WARRANTY

If the sod, shrubs, trees or plants covered under the guidelines of this RFP dies, it will be replaced at no charge to the CDD. Weed infested areas are to be treated with chemical application or spot sod replacement. Contractor shall mark weed infested areas to be treated.

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately One Thousand Nine Hundred and Eighty. (1,980) annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and <u>monthly slow-release</u> nutritional requirements <u>at no additional cost to District</u>. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) <u>at no additional cost to District</u>, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. <u>All this shall be provided at no additional cost to the District</u>.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]



Juniper is pleased to offer our landscape expertise to Heritage Isle CDD. You will experience peace of mind due to our history of working with a wide variety of properties, each with their own unique needs.

Our goal is to provide dependable high-quality service, healthy plant material, competitive pricing, and constant communication.

The following action plan shows how Juniper will help you achieve your landscape goals with our team of experienced professionals.

Our top priorities for your community are as follows:

Priority Item #1 Complete Start Up Analysis of Irrigation System during our first 30 days.

Priority Item #2 Complete Start Up Analysis of turf, shrub and Palm health in the landscape.

Priority Item #3 Juniper will have adequate resources to maintain the property. A separate mow and detail crew will be responsible for the landscape maintenance from the HIRVA & HIDA contracts.

Priority Item #4 Legacy Blvd, North & South Entrances and the parks are visible to all the residents and is a priority to keep maintained property.



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Our top priorities for your community are as follows:

Priority Item #5 Irrigation is a priority to the Heritage Isle CDD. Juniper has the expertise and knowledge of the system With Jason Nelson our regional Irrigation Manager and realize the importance and the demands of handling the irrigation.

Priority Item #6 Blowing of the curb lines along Legacy Blvd. is a priority and Pine tree debris will be picked up on a regular basis.

Priority Item #7 All palm trees under 12' are included in the regular pruning schedule each month.



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Our top priorities for your community are as follows:

Priority Item #8 Both Hard edging & Soft Edging will be maintained by the required specifications

Priority Item #9 Weeding in the beds has been a concern and Juniper will provide detail & weeding schedule for the property. Crack weeds have also been a concern and will be sprayed on a regular schedule.

Priority Item #10 Some of the more mature plant material need to have dead areas pruned out of the plant material. Also, the backside of the hedges need to be pruned on a regular basis.



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The following action plan shows how Juniper will help you achieve your landscape goals with our team of experienced professionals.

Our top priorities for your community are as follows:

Priority Item #11 Tree limb separation from the hedges need to be kept lifted and Juniper will handle this as a part of our scope.

Priority Item #12 Entrances, Monument signs and flowering Annuals need to be checked and weeded weekly because of these high visible areas to all residents.

Priority Item #13 Weekly maintenance reports, mowing schedules, detail and weeding schedules as well as a monthly calendar will be provided to the CDD.

START UP: COMMUNICATION



At Juniper, we know an effective communication plan is essential for a smooth start up and the key to delivering superior customer service.

COMMUNICATION PLAN

Juniper schedules and hosts recurring 30-minute ZOOM meetings (prior to actual startup and ongoing afterward).

SCHEDULE

- —30 days prior to start date Every other week ZOOM (20-30 Minutes)
- First 90 days after start date Every Other Week ZOOM (20-30 minutes)
- —4^{th-} month thru 6th month Monthly ZOOM (20-30 minutes)

ATTENDEES

Who is typically included in these meetings?

Juniper

- Account Manager
- —Branch Manager
- Other Juniper staff depending on current issues

Your Association (You Choose)

- Property Management
- Interested Key Landscape Committee Members
- Interested Board Members

PURPOSE

- The intent of the ZOOM meeting is to create and maintain a convenient way for Juniper to provide quick updates, get quality feedback, identify issues, generate ideas, create strong communication and set us all up for success.
- These meetings are in addition to any regularly scheduled walk-thrus or onsite meetings between Manager/BOD and Juniper.

AGENDA

- Juniper Account Manager & Branch Manager Operations update
- Manager/BOD Feedback, requests, suggestions, immediate issues/concerns
- Identify clear next steps



START UP: FIRST 60 DAYS



LANDSCAPE MAINTENANCE

SERVICE REQUEST MEETING

Meet with association management to review and prioritize all open service requests and any outstanding work orders.

JUNIPER ADVANCE PROPERTY MAPPING

Complete drone flight of community and upload mapping.

DETAILED PROPERTY REPORT

A detailed report with photos will be submitted to the BOD/Manager to provide insight into the areas that can be improved quickly, as well as those that may take additional work. This thorough report will give a point of reference of where the property was at take over and act as a benchmark for future performance.

■ SCHEDULE OF SERVICES MAP

Production team is working on the schedules that will be provided to the HOA.

- ☐ Irrigation Wet Check Schedule
- Mowing Schedule
- ☐ Shrub Pruning Schedule

PROPERTY MOWING TECHNIQUES

Uniformed crews begin proper and corrective mowing techniques using daily sharpened and clean blades, mowing at a proper height for the St. Augustine turf areas.

PROPER PRUNING TECHNIQUES

Uniformed crews begin proper and corrective pruning techniques, using clean, sharp shears and loppers.

WEED CONTROL

Uniformed crews begin weeding and cleaning of beds, applying herbicides, and correcting bed lines.

IRRIGATION

Set meeting with management and landscape/irrigation committee to discuss open items along with any concerns, and to set the starting point for the irrigation maintenance check.

START UP: FIRST 60 DAYS



FERTILIZATION AND PEST CONTROL

ADDRESS IMMEDIATE ISSUES

Areas with active pest issues will be addressed immediately.

L&O EVALUATION REPORT

A detailed report which evaluates the property based on the health and vigor of the lawn and landscape will be submitted to the BOD/Manager.

SOIL TESTING

Collect soil samples from various locations of the property to send to A&L Labs or to the University of Florida for analysis. This data is the basis of how we will tailor the fertilization program going forward.

CORRECTIVE PLAN

Areas with pest, fungus, or weeds will be documented with pictures and a corrective plan will be put in place. Weed varieties or pest issues that cannot be eliminated due to environmental conditions and/or restrictions will also be documented and brought to the BOD/Property Manager's attention.

Begin treatment of turf/shrub damaging insects
Begin treatment of turf/shrub disease
Begin fertilization of turf areas.
Begin fertilization of shrub bed areas, trees and palms

ANNUAL FLOWER DISPLAY

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Review soil conditions (soil amendments may be needed).
Provide options based on season.

Work with landscape committee to develop plan for the entire year so we can look at contract
growing flowers.

START UP: FIRST 60 DAYS



INITIAL IRRIGATION INSPECTION

Evaluation of all key elements of the irrigation system with an Initial Irrigation Evaluation Report to be submitted to the BOD/Manager.

Our irrigation team along will inspect all irrigation controllers & review functionality. We will be looking for faulted communication errors & abnormal milliamp usage which could also cause intermittent communication issues between controllers & valves. Controllers will also be inspected for proper grounding & grounding rods.

IFI	INS	DE	TI		NIC
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Optimize program run times.

Begin to identify/label the irrigation zones.

	Inspect for faulty zones.
	Inspect all wire connections.
	Once functioning, inspect zone for functionality & coverage.
	Check if components are still under manufacture warranty.
	All sprinkler heads will have been cleaned or nozzles replaced and adjusted per contract.
	Any immediate changes made during the evaluation per our contract will be noted and reported.
	Increase runtimes for zones that have been showing signs of drought stress.
	Any major repairs that may be needed will be submitted in the form of a proposal.
PF	ROGRAMMING & OPTIMIZATION
	Review all run time programming.
	Review system pressure and typical zone GPM.

Make suggestions for optimization to improve communication & efficiencies.

CUSTOMER SERVICE



People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies Juniper crews & is available on-site for communication & problem-solving.

24/7 EMERGENCY SERVICES

When the unforeseen happens, we will be there when you need us. Call our dedicated number for 24/7 support.

IN-HOUSE CUSTOMER CARE TEAM

We believe that providing great customer service is key providing the best in landscape services. To that end we create department dedicated to supporting residents, account managers & field teams.

To assist owners with maintenance and irrigation concerns, Juniper offers homeowners multiple options:

Option 1:

Visit <u>www.junipercares.com</u> and click on "Community Service Request." Create a ticket by following the simple prompts.

Option 2:

Email

<u>customerservice@juniperlandscaping.com,</u> noting the concern.

Option 3:

Call Customer Service at (239) 561-5980 to speak with a representative.



JUNIPER SYNC WORK ORDER SYSTEM

Utilize our online work order system to create & track work orders for your property. Managers & residents can easily create an account to use immediately.

Highlights

- Live Dashboard/ Ticket Summary
- Ticket Aging
- Custom Filters
- Detailed Reporting
- Community Maps
- Knowledge Base
- Give a Gold Star





TECHNOLOGY THAT MAKES A DIFFERENCE!

Juniper Mapping uses drone imaging software to create an Orthomosaic image from hundreds and sometimes thousands of high-resolution images. This gives us the ability to evaluate the property at a deeper level, which allows us to provide our clients the following:

- Proactively identify potential issues
- Property specific reporting
 - Plant Health
 - Elevation
 - Annotation
 - Issues
- Documentation of improvement



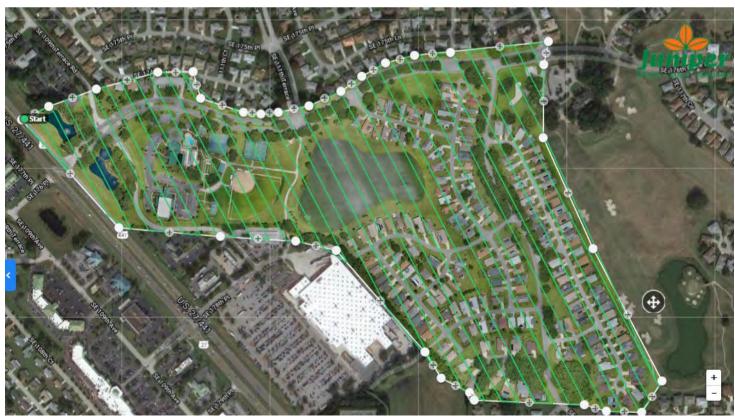
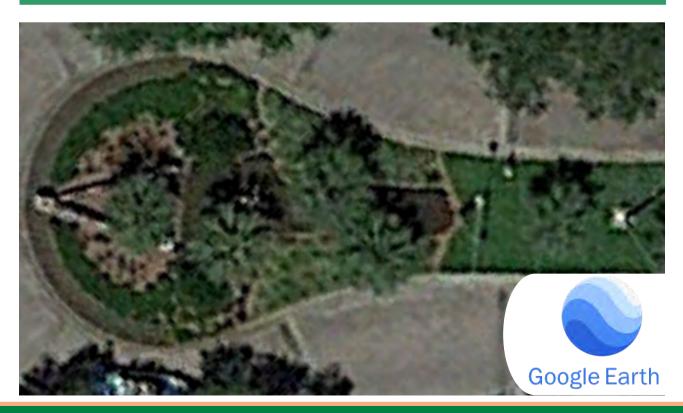




IMAGE QUALITY COMPARISON



Juniper Mapping provides the community with high resolution photos that provide more detail than Google Earth.





TRACK IMPROVEMENTS SIDE-BY-SIDE



With Juniper Mapping, you can see the quality improvements to the community landscape side-by-side.



REPORTING



COMMUNITY ANNOTATION REPORT

Juniper Landscaping

Stonecrest - Summerfield Annotation Report



Created on August 24, 2021

Captured on August 13, 2021



With the tools in Juniper Mapping, we can create community specific annotation reports. These reports provide documentation and improved accuracy on palm counts, valve locations, square footage on sod projects & much more!

REPORTING



ANNOTATION REPORT SUMMARY PAGE



The tools within Juniper Mapping provide on-demand information like GPS coordinates, slopes/vertical heights, accurate area measurements plus the ability to catalog /inventory trees or other community assets.

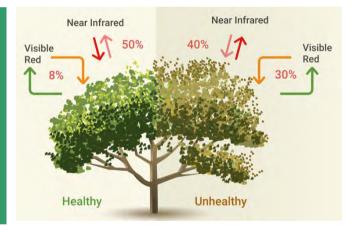
JUNIPER MAPPING TOOLS





Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest.

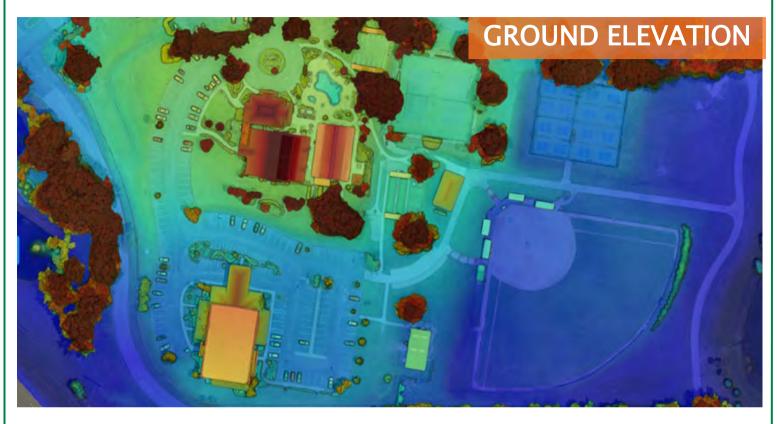
This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.



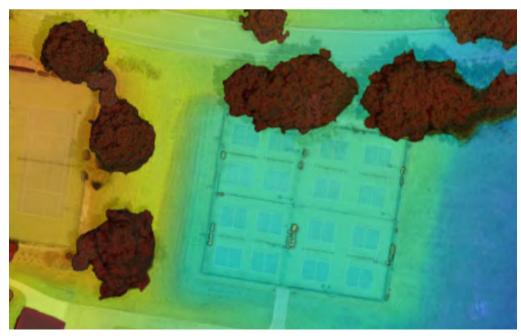


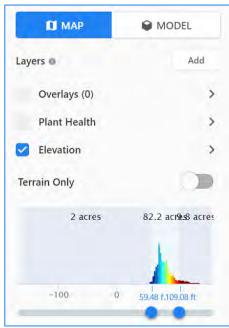
JUNIPER MAPPING TOOLS



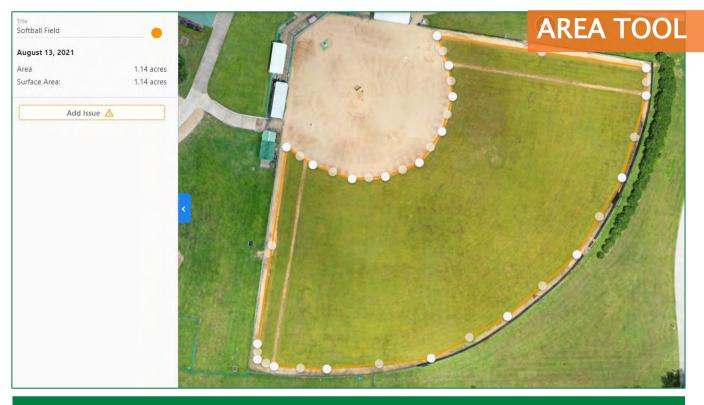


Juniper Mapping provides a complete elevation map, allowing us to make better decisions when it comes to the draining and movement of water.

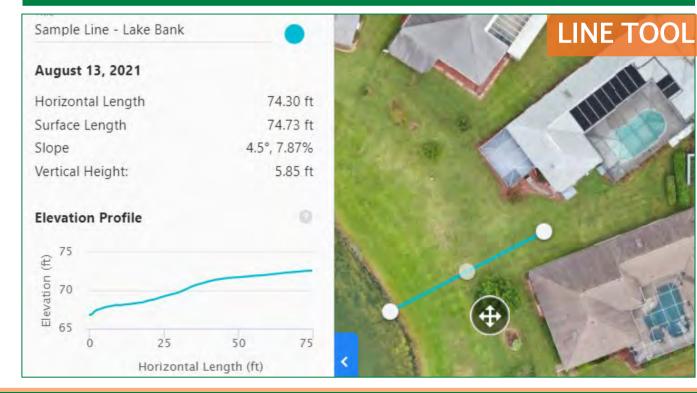




TOOLS



The Area & Line Tools provide the community with accurate information on demand. Line Tool provides the elevation profile of any area flown.

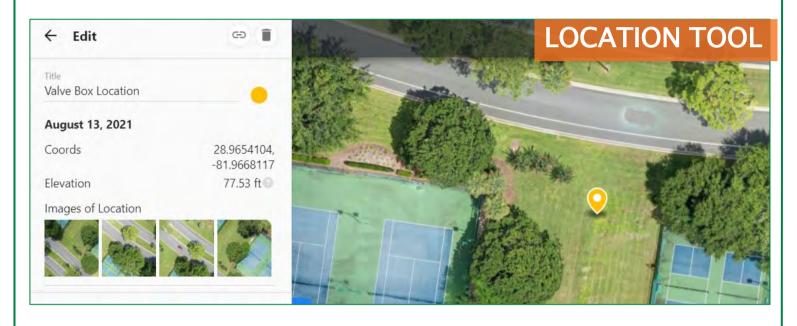




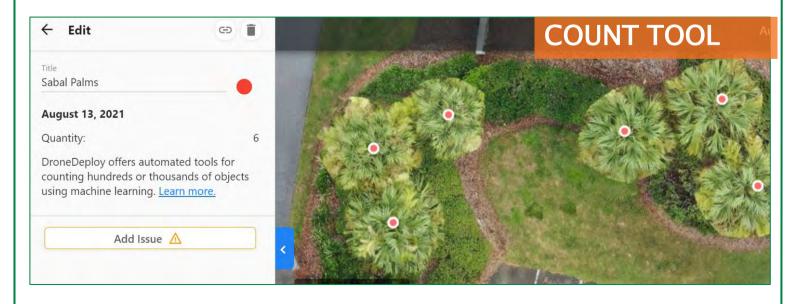


The Location Tool allows us to GPS locate/document anything in the community.

This is great for irrigation controllers, flush points, filters, valves, & shut offs.



The Count Tool makes creating an inventory of anything easy.



LANDSCAPE MAINTENANCE

JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.





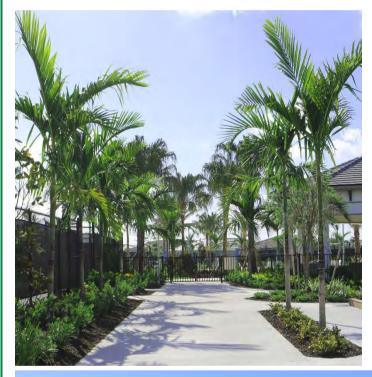


LANDSCAPE INSTALLATION

OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Best Landscape Design Custom Home
- Merit Award Design Residential
- Award Best Landscape Design









LANDSCAPE IRRIGATION





STATE LICENSED IRRIGATION CONTRACTOR

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

WATER MANAGEMENT

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers



LANDSCAPE IRRIGATION



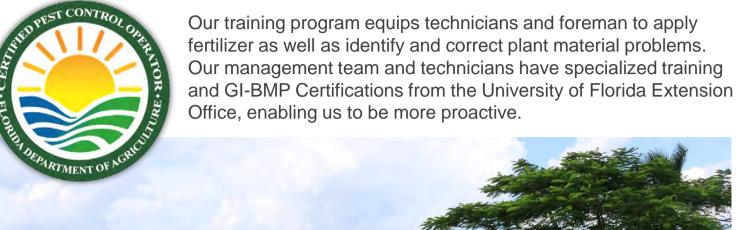
Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



- Water Management
- Repairs
- Water Monitoring
- Reporting
- Wet Checks

- Infrastructure
- Pump Stations
- Central Control
- Residential
- Commercial

LANDSCAPE HORTICULTURE









LANDSCAPE ARCHITECTURE

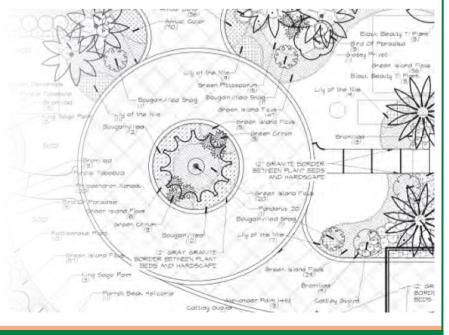
COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

Our design team can help boards with master plans for communities. Providing design hardscape features, 3D renderings of landscape plans, and complete landscape plans.



JUNIPER DESIGN TEAM

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



NURSERY & TREE FARM



We know it because we grow it!





With our over 200 acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.





SEASONAL COLOR

We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high profile areas.

SEASONAL FLOWER PROGRAM

- Contract grown flowers
- Custom designed displays
- Scheduled installation
- Fresh look all year
- Best in quality annuals
- Enhanced landscape areas
- Additional fertilization keeps flowers looking great





ARBORICULTURE



JUNIPER has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

WHY HIRE AN ARBORIST?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well caredfor trees are attractive and can add considerable value to your property.



STORM RESPONSE



RESOURCES WHEN YOU NEED THEM MOST!

In preparation for and after a storm, Juniper has additional team members that are critical resources during storm events. They provide not only added manpower but bring with them the trucks and heavy equipment needed to handle storm clean up.



COMPANY RESOURCES

- 1,800+ team members statewide
- 17 locations throughout Florida
- 10,000+ gallons of onsite fuel
- 300+ trucks in our fleet
- ISA Certified Arborists
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment



SAFETY & TRAINING



We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.

Initial Hire Program

- Safety rules
- New hire safety orientation
- Required & use of PPE

Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools

SCAN QR CODE TO WATCH VIDEO HIGHLIGHTS OF OUR IN-HOUSE TRAINING PROGRAM









CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM

At Juniper, many of our team members hold valuable certifications and licenses.

Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

CERTIFICATIONS & LICENSES

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural
 Professional

- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)



CERTIFICATIONS & LICENSES







Department of Agriculture and Consumer Services Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF319574

CHRISTOPHER CARL RICHARDS

This is to Cartify that the indicidual award abure is a Critified Past Control Operator and is privileged to practice



in conformity with an Act of the Legislature of the State of Theodor regulating the practice of Past Control and corporing grandles for evolutions.

nicole Stiel

3. Indianay Whavof, When this signature Tulkhaman, Tyruta ar Dacantor 15, 2021 Third Europe of Theorems and Comformation

mass (Sett 064)

North Carolina State University Agricultural Institute

On the recommendation of the Faculty and by virtue of the authority vested in them, the Trustees of the University have conferred upon

Kule James Leverette

the degree of

Associate of Applied Science in Turfgrass Management

In testimony whereof, the seal of the University and the signatures of its afficers are hereunto affixed this the fifteenth day of May, two thousand four.



Mary arme 707

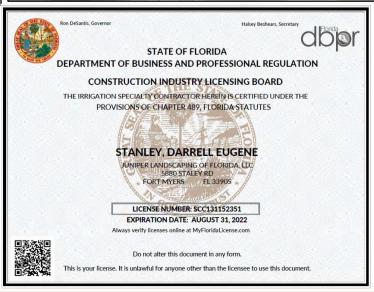
Johnney C. Wynne.

Kennth L Eslachede Assorbit Brownia Biterior of Academic Programs

John C Could







JUNIPER CARES

Making our communities better places to live and work is important, not only for our clients and employees, but for all our neighbors in the area. With that in mind, we support many local charitable organizations across the state and use environmentally sound practices.









JUNIPER CARES







The Industry COLLECTIVE is a movement of landscapers, lawn care companies, and suppliers who are unified in their efforts to impact their local communities.



Imagine an entire industry coming together, to serve and to give, for the sole purpose of creating a positive impact locally and around the world. This is Industry Collective.

Industry Collective has designed practical, on-site community service events to minimize headache and maximize IMPACT. This makes it easier than ever to build team morale while serving the needs of communities everywhere.





PORTFOLIO: ST. CLOUD









PORTFOLIO: CELEBRATION



PORTFOLIO: OCALA





WORLD EQUESTRIAN CENTER





DESIGN SAMPLES







MINUTES OF MEETING 1 2 3 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 4 ensure that a verbatim record of the proceedings is made, including the testimony 5 6 and evidence upon which such appeal is to be based. 7 8 **HERITAGE ISLE AT VIERA** 9 COMMUNITY DEVELOPMENT DISTRICT 10 The regular meeting of the Board of Supervisors of Heritage Isle at Viera 11 12 Community Development District was held on March 28, 2023, at 1:00 p.m. at the 13 Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940. 14 15 16 Present and constituting a quorum: 17 **Board Supervisor, Chairman** Jay Williams 18 19 Bob Goldstein **Board Supervisor, Vice Chairman** Kenneth Bonin **Board Supervisor, Assistant Secretary** 20 **Board Supervisor, Assistant Secretary** Jon Smallegan 21 22 Kenneth Walter **Board Supervisor, Assistant Secretary** 23 24 Also present were: 25 Richard Hernandez District Manager, Rizzetta & Co., Inc. 26 District Counsel, Kutak Rock LLP Wes Haber 27 28 **Ana Saunders District Engineer, BSE Consultants** Rizzetta & Co., Inc. (via phone) 29 Bryan Schaub Daniel Srein **Brightview** 30 Solitude Lake Management 31 Gary General Audience Present (in person & via teleconference) 32 33 FIRST ORDER OF BUSINESS Call to Order 34 35 Mr. Hernandez called the meeting to order and called the roll. Quorum was 36 37 established. 38 39 40 41 42 43

44 45

Mr. Hernandez opened the floor to audience comments. Comments were made on

Audience Comments

51 52 53	THIRD ORDER OF BUSINESS	Community Updates
54 55 56 57	 A. Solitude Lake Management u 1. Gary gave the board an in B. Hoover Summary of Station F C. Brightview Community Update 	-detail report with physical examples. Performance
5 7 5 8 5 9 6 0	 Mr. Preston informed the k be addressing tree detailir 	poard that they treated the weeds last week and will
61	Supervisors authorized Mr. Wecker to	by Mr. Smallegan, with all in favor, the Board of premove birds of paradise tree on district property /iera Community Development District.
62 63 64 65 66 67 68 69	D. Field Service Report by Brian 1. Mr. Schaub review 2. Monthly Communit 1. Mr. Walter gave a E. Joint Landscape Team Updat F. Financial Review/Intacct Updat	Schaub ed his report. y Report Update by Supervisor Ken Walter. community update e and Minutes ate by District manager his report. The board elected Mr. Williams to have
	On Motion by Mr. Walter, seconded Supervisors approved Hoover Disc cl	by Mr. Smallegan, with all in favor, the Board of eaning proposal for the south pump site #9153 for Isle at Viera Community Development District.
70		ed by Mr. Smallegan, with all in favor, the Board of llation, for Heritage Isle at Viera Community
71 72 73 74 75	FOURTH ORDER OF BUSINESS	Consideration of the Minutes of The Board of Supervisors' Meeting Held on November 29, 2022
76 77 78	Mr. Hernandez presented the min January 3, 2023. Board approved	nutes of the Board of Supervisors' meeting held on as amended.

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SECOND ORDER OF BUSINESS

sprinklers not working, alligator signs, and plant beds.

On Motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the Board of Supervisor Regular Meeting minutes held January 03, 2023, as amended, for Heritage Isle at Viera Community Development District.

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81 82

FIFTH ORDER OF BUSINESS

Ratification of the Operation Maintenance **Expenditures** for November. December 2022 and January 2023

83 84 85

Mr. Hernandez reviewed the Operations and Maintenance Expenditures for November 2022, December 2022, and January 2023.

86 87

> On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for November 2022 in the amount of \$57,677.12, December 2022 in the amount of \$15,728.64 and January 2023 in the amount of \$99,333.09, for Heritage Isle at Viera Community Development District.

88 89

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-01 Regarding Spending Authority

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On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors ratified Resolution 2023-01 Regarding spending Authority, for Heritage Isle at Viera Community Development District.

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SEVENTH ORDER OF BUSINESS

Memorandum and Resolutions 2023-A and 2023-B, Adopting **Records Retention Policy**

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On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors ratified Option 2 resolution 2023-B Adopting Records Retention Policy, for Heritage Isle at Viera Community Development District.

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EIGHTH ORDER OF BUSINESS

Consideration of **Pressure** Washing Proposals

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On Motion by Mr. Walter, seconded by Mr. Bonin, with all in favor, the Board of Supervisors agreed to appoint chairman to approve a pressure washing proposal following Mr. Smallegan's review, for Heritage Isle at Viera Community Development District.

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NINTH ORDER OF BUSINESS Consideration of BrightView 116 117 **Mulching Proposal** 118 On Motion by Mr. Williams, seconded by Mr. Walter, with all in favor, the Board of 119 Supervisors approved Brightview's Mulching Proposal in the amount of \$39,520.03, for 120 Heritage Isle at Viera Community Development District. 121 122 123 **TENTH ORDER OF BUSINESS** Consideration of **Brightview** Irrigation 124 Separation Valve 125 **Proposal** 126 On Motion by Mr. Walter, seconded by Mr. Smallegan, with all in favor, the Board of 127 Supervisors approved BrightView not to exceed \$29,400.00 subject to BrightView 128 modifying and giving the district more accurate detail of man hours needed, for Heritage 129 Isle at Viera Community Development District. 130 131 **ELEVENTH ORDER OF BUSINESS** 132 Consideration of Brightview **Proposal to Replace Hunter AC2** 133 134 Pedestal Controller #2 135 On Motion by Mr. Walter, seconded by Mr. Smallegan, with all in favor, the Board of 136 Supervisors approved Brightview Proposal to replace Hunter AC2 pedestal controller #2 137 in the amount of \$8,571.93, for Heritage Isle at Viera Community Development District. 138 139 140 TWELFTH ORDER OF BUSINESS Consideration of Brightview Sod 141 Replacement 142 143 This item was tabled. The board elected BrightView to take a second look and find an 144 alternative solution. 145 THIRTEENTH ORDER OF BUSINESS **Staff Reports** 146 147 A. District Counsel 148 149 No report. 150 **B.** District Engineer Mrs. Saunders presented the irrigation separation project earlier in the meeting. 151 C. District Manager 152 153 Mr. Hernandez provided an update on sidewalk grinding project. 154 FOURTEENTH ORDER OF BUSINESS 155 **Supervisor Requests** 156

On Motion by Mr. Smallegan, seconded by Mr. Goldstein, with all in favor, Mr. Hernandez announced that the next meeting is scheduled for May 23, 2023, at 10:30 a.m., for Heritage Isle at Viera Community District

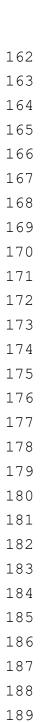
158 159

160 161

FIFTEENTH ORDER OF BUSINESS

Adjournment

On Motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors adjourned the meeting at 5:00 p.m., for Heritage Isle at Viera Community Development District.



196	Secretary/Assistant Secretary	Chairman/Vice Chairman
195		
194		
193		
192		
191		
190		



HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Orlando, FL 32819</u>

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

WWW.HERITAGEISLEATVIERACDD.ORG

Operation and Maintenance Expenditures February 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:	\$43,760.19	
Approval of Expenditures:		
Chairperson		
Vice Chairperson		
Assistant Secretary		

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Inv	oice Amount
B S E Consultants Inc.	100087	19030	Engineering Services 12/22	\$	680.00
Brevard County Property Appraiser	100088	2023HERNAV	Non-Ad Valorem Assessment 10/1/22-09/30/23	\$	882.50
BrightView Landscape Services, Inc.	100085	8252595	Landscape Maintenance 01/23	\$	4,757.24
BrightView Landscape Services, Inc.	100085	8252596	Landscape Maintenance 01/23	\$	3,825.66
BrightView Landscape Services, Inc.	100089	8265767	Landscape Maintenance 02/23	\$	17,590.17
ECOR Industries, Inc	100086	438575	Seal 2 Water Pump Stations 01/23	\$	500.00
ECOR Industries, Inc	100086	438576	Pest Control Services 01/23	\$	160.00
Florida Power & Light Company	20230227	Monthly Summary	Electric Services 02/23	\$	6,368.53
Florida Power & Light Company	100090	02/23 Autopay 485 1800308431	Premium Lighting Monthly Billing 02/23	\$	1,602.00
Kutak Rock, LLP	100091	3170762	Legal Services 12/22	\$	446.50
Rizzetta & Company, Inc.	100084	INV0000075325	District Management Fees 02/23	\$	6,672.75
The Ledger / News Chief/ CA Florida Holdings, LLC	100092	0005239268	Legal Advertising 12/22	\$	274.84
Report Total				\$	43,760.19

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures March 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:	\$48,458.27	
Approval of Expenditures:		
Chairperson		
Vice Chairperson		
Assistant Secretary		

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Inve	oice Amount
B S E Consultants Inc.	100097	12118	Engineering Services 02/23	\$	1,040.00
B S E Consultants Inc.	100097	18764	Engineering Services 11/22	\$	1,040.00
BrightView Landscape Services, Inc.	100098	8311839	Landscape Maintenance 03/23	\$	17,590.17
BrightView Landscape Services, Inc.	100102	8330919	Irrigation Repairs 03/23	\$	349.20
BrightView Landscape Services, Inc.	100102	8330920	Irrigation Repairs 03/23	\$	553.56
BrightView Landscape Services, Inc.	100102	8330921	Irrigation Repairs 03/23	\$	842.18
BrightView Landscape Services, Inc.	100102	8354611	Annual Flowers 03/23	\$	4,165.83
BrightView Landscape Services, Inc.	100102	8354635	Irrigation Repairs 03/23	\$	420.00
Druse Landscaping & Tree Service	100099	8352	Grind Oak Stump & Install Sod 03/23	\$	200.00
ECOR Industries, Inc	100094	440460	Refilled Rodden Stations 02/23	\$	80.00
ECOR Industries, Inc	100103	441224	Refilled Rodden Stations 03/23	\$	80.00
Florida Power & Light Company	20230328	Monthly Summary	Electric Services 03/23	\$	4,045.84
Florida Power & Light Company	100095	03/23 Autopay 485 1800308439	Premium Lighting Monthly Billing 02/23	\$	981.00
Frontline Coating Inc.	100100	482	Pressure Cleaning 02/23	\$	2,100.00

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	<u>Inv</u>	roice Amount
Kutak Rock, LLP	100101	3182970	Legal Services 01/23	\$	873.00
Kutak Rock, LLP	100101	3182971	Legal Services 01/23	\$	1,576.50
Rizzetta & Company, Inc.	100093	INV0000078038	District Management Fees 03/23	\$	6,672.75
Solitude Lake Management, LLC	100096	PSI-51410	Aquatic Maintenance 02/23	\$	2,924.12
Solitude Lake Management, LLC	100096	PSI-53394	Aquatic Maintenance 03/23	\$	2,924.12
Report Total				\$	48,458.27



Proposal

Proposal# SPN99882 Proposal Date: 4/19/2023 Valid Until: 5/19/2023

2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 954-975-0791

Customer # 5822 Heritage Isle at Viera CDD c/o Rizzetta & Company 8529 South Park Circle Ste #330 Orlando, FL 32819

Tel: 407-472-2471 Fax: 407-472-2478

Job Site: 8593 Heritage Isle North 7300 Legacy Blvd Melbourne, FL 32940

Tel: 407-757-0864 Contact: Richard Hernandez Model# HC2F-50J15PDV-460/3-HMR3L-Z

Nature of Service:

S/O- Filter Disc Cleaning

Hoover recommends cleaning the filter discs with a chemical solution which will improve field performance and reduce the frequency of filter assembly flushes. A clogged filter can lead to poor pressure and flow to the field resulting in inadequate irrigation coverage to landscape.

Hoover proposes the following:

- Thoroughly clean and inspect the filter discs and spines.
- Test and calibrate operational settings.

Before Cleaning

During Cleaning

After Cleaning









Proposal

Proposal# SPN99882 Proposal Date: 4/19/2023 Valid Until: 5/19/2023

2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 954-975-0791

Sub Total: \$1,926.13
 Grand Total: \$1,926.13

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Accepted By: Hoover Pumping Systems, Corp.	Accepted By: Heritage Isle at Viera CDD
Ramonalings	
Ramona Mingo	Signature/ Printed Name/ Date

Druse Landscaping & Tree Service LLC

1923 N. Wickham Rd. Melbourne, FL 32935 US (321) 446-5578 drusemlbrn@aol.com

Estimate

ADDRESS ESTIMATE # 3063
Heritage Isles CDD DATE 05/17/2023

JOB SITE

Legacy BLVD

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Tree Service	Diseased Palatka Holly's removed with stumps	12	75.00	900.00
Tree Service	Oak lifted and thinned at corner of Guerrero and Legacy.	1	250.00	250.00
Tree Service	B&B Foxtail installed phase 7	1	425.00	425.00
Tree Service	Large diseased Pine removed Westside no stump	1	400.00	400.00
Tree Service	Diseased Pines removed with stumps. Sod installed.	3	325.00	975.00
Tree Service	Diseased Pines removed no stump cut flush.	7	250.00	1,750.00

TOTAL \$4,700.00

Accepted By Accepted Date



SERVICES CONTRACT

CUSTOMER NAME: Heritage Isles at Viera CDD

SUBMITTED TO: Richard Hernandez CONTRACT DATE: May 2, 2023 SUBMITTED BY: Stephen AmRhein

SERVICES: Excavation and Debris Removal

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The total fee for services is **\$3,572.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

- 3. <u>TERM AND EXPIRATION.</u> This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
- 4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation



of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

- 5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

Services Contract Page 3 of 6



both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 13. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Virginia Beach, VA 23453



Please Mail All Contracts to: 2844 Crusader Circle, Suite 450	
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Printed Name:	Printed Name:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	Heritage Isles at Viera CDD
ACCEPTED AND APPROVED:	



SCHEDULE A - SERVICES

Maintenance- dig out 6-8" of dirt in highlighted area, in order to make it look like the existing pond. Haul-off all debris by access behind the houses.

Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

<u>Customer Responsibilities (when applicable):</u>

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will



- meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 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 Isle at Viera Community Development District ("District") prior to June 15, 2023, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); 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 ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 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:	, 2023
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 Brevard 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 23rd DAY OF MAY, 2023.

ATTEST:	HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chair/Vice Chair, Board of Supervisors
Exhibit A: Proposed Budget	

EXHIBIT A

Proposed Budget Under Separate Cover