



Rizzetta & Company

# **Heritage Isle at Viera Community Development District**

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## **Board of Supervisors' Special Meeting October 29, 2020**

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

**[www.heritageisleatvieracdd.org](http://www.heritageisleatvieracdd.org)**

## **HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819

### **Board of Supervisors**

Jay Williams  
Bob Goldstein  
Kenneth Bonin  
Jon Smallegan  
Kenneth Walter

Chair  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

### **District Manager**

Melissa Dobbins

Rizzetta & Company, Inc.

### **District Counsel**

Jere Earlywine  
Wes Haber

Hopping Green & Sams

### **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.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 8529 South Park Circle – Suite 330 – Orlando, FL 32819**  
[www.heritageisleatvieracdd.org](http://www.heritageisleatvieracdd.org)

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**October 22, 2020**

**Board of Supervisors**  
**Heritage Isle at Viera**  
**Community Development District**

**AGENDA**

Dear Board Members:

The **special** meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District will be held on **Thursday, October 29, 2020 at 11:00 a.m. by phone teleconference at 1-929-205-6099; Meeting ID 563 862 7540**. Following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A.** Consideration of the Minutes of the Board of Supervisors' Regular Meeting Held on August 25, 2020.....Tab 1
  - B.** Consideration of the Minutes of the Audit Committee Held on September 30, 2020.....Tab 2
  - C.** Ratification of the Operation & Maintenance Expenditures August 2020.....Tab 3
- 4. STAFF REPORTS**
  - A.** District Counsel
  - B.** District Engineer
  - C.** District Manager
    - i. General Community Observations and Updates
    - ii. Acceptance of District Services Agreement – 2<sup>nd</sup> Addendum..Tab 4
- 5. BUSINESS ITEMS**
  - A.** Consideration of Resolution 2021-01, Amended Fiscal Year 2019-2020 Budget .....Tab 5
  - B.** Ratification of Landscaping Proposals–Brightview.....Tab 6
  - C.** Consideration of Savoy & Legacy Line of Sight Proposal–Brightview..Tab7
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Very truly yours,

*Melissa Dobbins*

Melissa Dobbins  
District Manager

cc: Wes Haber, Hopping Green & Sams, P.A.

**TAB 1**

**MINUTES OF MEETING**

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

**HERITAGE ISLE AT VIERA  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **Tuesday, August 25, 2020 at 10:32 a.m. via phone teleconference at 1-929-205-6099; Meeting ID 998 5109 8761.**

Present and constituting a quorum:

Jay Williams	<b>Board Supervisor, Chairman</b>
Bob Goldstein	<b>Board Supervisor, Vice Chairman</b>
Ken Bonin	<b>Board Supervisor, Assistant Secretary</b>
Jon Smallegan	<b>Board Supervisor, Assistant Secretary</b>
Kenneth Walter	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Anthony Jeancola	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Ana Saunders	<b>District Engineer, BSE Consultants</b>
Daniel Srein	<b>Account Manager, Brightview</b>
Tom Enright	<b>Branch Manager, Brightview</b>
Susan Chapman - King	<b>Business Development, Brightview</b>
General Audience	<b>Present</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Jeancola called the meeting to order and called the roll. Quorum was established.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

Mr. Jeancola opened up the line for individual comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
June 10, 2020**

Mr. Williams reviewed the minutes with the Board of Supervisors.

On Motion by Mr. Smallegan seconded by Mr. Walter, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Meeting held on June 10, 2020, for Heritage Isle at Viera Community Development District.

**FOURTH ORDER OF BUSINESS**

**Ratification of the Operation and  
Maintenance Expenditures May 2020 –  
July 2020**

Mr. Williams reviewed the amounts for the Operation and Maintenance Expenditures for May 2020 through July 2020. Discussion ensued.

On Motion by Mr. Williams seconded by Mr. Walter, with all in favor, the Board of Supervisors ratified the operation and expenditures for May 2020 in the amount of \$105,384.77, June 2020 in the amount of \$104,923.93 and July 2020 in the amount of \$78,269.54, for Heritage Isle at Viera Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Haber reviewed the Governor's executive order regarding virtual meetings and being able to meet virtually through October 1, 2020.

Mr. Walter asked Mr. Haber about the letter that was supposed to be sent to Florida City Gas as per the last meeting. There has been no response as of yet. Discussion ensued.

Brief discussion ensued regarding the memo on the changes in the legislation as it pertained to the websites.

**B. District Engineer**

Ms. Saunders held a general discussion regarding hurricane season with the Board. The 2019 infrastructure repairs are completed. The last bench was installed. It was noted that sidewalk repair was missed at the location at the north end of Galindo by Egbert park. Discussion ensued.

C. District Manager

Mr. Jeancola discussed the audit committee process and the need to hold a brief meeting via Zoom over the next few weeks. He discussed the community ponds with the Board. There have been issues regarding dead fish as a result of excessive heat and rain conditions. This issue does not only pertain to the community. Discussion ensued regarding possible treatments.

Mr. Walter discussed general community observations.

He provided an FPL light repair update. There are shields and 3 poles out. Mr. Goldstein asked if the District has a liability if globes dislodge. Liability is a related scenario; we reported the liability when noted.

Mr. Walter discussed landscaping with the Board. The District is not receiving consistent performance. There is a need to mitigate demand during summer months in order to provide weed mitigation, mowing, cutting and detailing.

Discussion ensued regarding what can be done in late winter/spring in order to reduce summer demand. This includes enhancing the team, changing the process, a need for better supervision and a better schedule. Discussion ensued regarding changing mowing patterns, weekly updates, edging on sidewalks, and the blowing of debris (which has been an issue). It was noted that mulch spillage has improved. Discussion also ensued regarding irrigation being operational, fertilizer, trenching pilot and line of sight.

Mr. Jeancola discussed the mature tree issue and stated that Mr. Walter had met with Mr. O'Brien (arborist). Discussion ensued regarding utilizing rebates to properly address the tree issues. There are about 78 trees in need of pruning.

Mr. Goldstein requested a report/memo from Mr. Walter prior to meetings. Discussion ensued.

Mr. Smallegan asked if all of the trees in need of pruning are only located on Legacy or if this included those in the parks. Mr. Walter confirmed that this is only for the trees on Legacy. Mr. Smallegan stated that some of the trees in the parks need to be pruned every once in a while. Discussion ensued. Mr. Jeancola suggested distributing a bulleted summary.

On a motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved utilizing rebates to address tree pruning, for the Heritage Isle at Viera Community Development District.

General discussion ensued.

Mr. Bonin commented on landscaping and line of sight at Balboa. There are hedges/plants that need to be addressed and trimmed on a regular basis (south side). Discussion ensued regarding an additional stop strip being added on Guerrero. Ms. Saunders discussed 2 options with the Board. Discussion ensued.

D. Field Service Manager  
Not Present.

The Board reviewed the report dated August 20, 2020 with the Board.

E. Brightview

Mr. Srein thanked Mr. Walter for working with him and advised that Mr. Walter reviewed many of the items.

Mr. Enright noted that it has been an interesting summer especially when it came to working conditions and labor related to Covid. They have had staff work on Saturdays and are heading in the right direction. Ms. Chapman - King will send a note to Mr. Srein regarding trees.

Mr. Goldstein asked Ms. Chapman - King if there was anything that the District has requested that is not in the contract. Ms. Chapman - King reiterated Mr. Enright's statements. Mr. Goldstein asked if the pump issue was resolved. Discussion ensued. It was confirmed that the system was rebalanced and there will be an even distribution of irrigation at all times.

Mr. Jeancola added the Phase 2 electrical box will be replaced on Wednesday.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-07,  
Ratifying and Resetting of Fiscal Year  
2020-2021 Budget Hearing Location**

Mr. Jeancola reviewed Resolution 2020-07, Ratifying and Resetting of Fiscal Year 2020-2021 Budget Hearing Location with the Board. The District advertised for an alternate meeting location compared to the original resolution. In the event that virtual meetings were not extended as per the Governor's Executive Orders, this resolution recognizes said change.

On a motion by Mr. Smallegan, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved Resolution 2020-07, Ratifying and Resetting of Fiscal Year 2020-2021 Budget Hearing Location, for the Heritage Isle at Viera Community Development District.



**NINTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year  
2020/2021 Final Budget**

On a motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board agreed to open the public hearing on Fiscal Year 2020-2021 Final Budget for Heritage Isle at Viera Community Development District.

Mr. Jeancola presented and reviewed Fiscal Year 2020/2021 Budget and Assessments. The budget proposed to maintain the current level of assessments. The operations and maintenance budget proposed total expenditures of \$732,640.00 and the reserve budget was proposed at a total of \$14,000.00. All assessments would be collected via the county tax roll. Administrative expenses were proposed at \$142,153.00 and field expenses were proposed at \$590,487.00. There was a correction to the balance forward projection as it should read \$30,507.00 (O&M) and \$6,674.00 (reserve).

Mr. Walter expressed concern regarding pump number one. General discussion ensued amongst the Board.

A resident by the name of Frank commented that he does not have any concerns as it seems that the Board is handling the issues at hand.

On a motion by Mr. Smallegan, seconded by Mr. Goldstein, with all in favor, the Board agreed to close the public hearing on Fiscal Year 2020-2021 Final Budget for Heritage Isle at Viera Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-08,  
Adopting Fiscal Year 2020/2021 Final  
Budget**

Mr. Jeancola presented and reviewed Resolution 2020-08, Adopting Fiscal Year 2020/2021 Final Budget.

On Motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board approved Resolution 2020-08, Adopting Fiscal Year 2020/2021 Final Budget for Heritage Isle at Viera Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-09  
Imposing Special Assessments and  
Certifying an Assessment Roll**

Mr. Jeancola presented and reviewed Resolution 2020-09, Imposing Special Assessments and Certifying an Assessment Roll.

On a motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board approved Resolution 2020-09 Imposing Special Assessments and Certifying an Assessment Roll, for the Heritage Isle at Viera Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-10,  
Setting the Fiscal Year 2020/2021  
Meeting Schedule**

Mr. Jeancola presented and reviewed Resolution 2020-10, Setting the Fiscal Year 2020-2021 Meeting Schedule.

On a motion by Mr. Williams, seconded by Mr. Walter, with all in favor, the Board approved Resolution 2020-10, Setting the Fiscal Year 2020-2021 Meeting Schedule, for Heritage Isle at Viera Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Ratification of Acceptance of FY 2019  
Audit**

Mr. Jeancola reviewed the audit for fiscal year ending 2019 with the Board. The audit was clean and had no adverse findings. Mr. Jeancola noted the audit had been sent to the State as required. Said audit maintains the same findings as year prior.

On a motion by Mr. Bonin, seconded by Mr. Smallegan, with all in favor, the Board ratified the Fiscal Year 2019 Audit, for the Heritage Isle at Viera Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Arbitrage Rebate  
Calculation Report – Series 2017**

Mr. Jeancola reviewed the report with the Board. There was no cumulative rebate liability.

On a motion by Mr. Walter, seconded by Mr. Bonin, with all in favor, the Board accepted the Arbitrage Rebate Calculation Report – Series 2017, for the Heritage Isle at Viera Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Infrastructure  
Related Maintenance Proposals**

Mr. Jeancola reviewed the proposals with the board as follows:

- i. Consideration of Phase 4 Yard Drain Installation Proposal –  
Watson Site Development \$5,200.00
- ii. Consideration of Traffic Circle Curb Painting Proposal –  
Watson Site Development \$1,400.00

On a motion by Mr. Smallegan, seconded by Mr. Bonin, with all in favor, the Board approved the proposal from Watson Site Development in the amount of \$5,200.00 for the Phase 4 Yard Drain Installation, for the Heritage Isle at Viera Community Development District.

On a motion by Mr. Walter, seconded by Mr. Goldstein, with all in favor, the Board approved the proposal from Watson Site Development in the amount of \$1,400.00 for the Traffic Circle Curb Painting, for the Heritage Isle at Viera Community Development District.

**SIXTEENTH ORDER OF BUSINESS**

**Audience Comments and Supervisor  
Requests**

Ms. Zahler thanked the Board.

Mr. Goldstein commented that he sent an e-mail to Mr. Jeancola regarding the dead fish issues.

Mr. Bonin made a general comment regarding the agenda order.

Mr. Walter will work on a report and noted that the mowing along Legacy is moving in the right direction.

Mr. Jeancola announced that the next meeting is scheduled for Tuesday, October 27, 2020 at 10:30 a.m.

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**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On Motion by Mr. Smallegan, seconded by Mr. Walter, with all in favor, the Board of Supervisors adjourned the meeting at 1:10 p.m. for Heritage Isle at Viera Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## TAB 2

MINUTES OF MEETING

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

HERITAGE ISLE AT VIERA  
COMMUNITY DEVELOPMENT DISTRICT

The audit committee meeting of the Heritage Isle at Viera Community Development District was held on **Wednesday, September 30, 2020 at 10:38 a.m. via phone teleconference at 1-929-205-6099; Meeting ID 935 1070 1498.**

Present and constituting a quorum:

Kenneth Walter	<b>Board Supervisor, Assistant Secretary</b>
Jon Smallegan	<b>Board Supervisor, Assistant Secretary</b>
Bob Goldstein	<b>Board Supervisor, Assistant Secretary</b>
	<i>(joined in-progress)</i>

Also present were:

Anthony Jeancola	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
General Audience	<b>None</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Jeancola briefly discussed the Governor's Executive Order(s) regarding telephonic meetings. Mr. Jeancola called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Consideration of Auditor Selection  
Evaluation Criteria**

Mr. Jeancola discussed the auditor selection evaluation criteria with the Audit Review Committee Members. The term for the auditor is for three years (the first year with an option to renew for the following two years). The Board would be soliciting annual auditing services for fiscal years ending September 30, 2020, 2021, and 2022. Mr. Jeancola stated that the criteria for an auditor is; the ability of personnel, experience, understanding of the scope of work, the ability to furnish required services and price. He stated that there is an option to exclude price. The Audit Review Committee Members discussed the criteria and point system. They opted to include price and keep all criteria at 20 points each.

**THIRD ORDER OF BUSINESS**

**Consideration of Audit Proposal Instructions**

Mr. Jeancola reviewed the proposal instructions with the Audit Review Committee Members. Mr. Jeancola discussed that the due date for proposals would be set for October 20<sup>th</sup>, 2020. Proposals would then be ranked at the next scheduled meeting on October 27, 2020.

**FOURTH ORDER OF BUSINESS**

**Consideration of Advertisement for Proposals for Annual Auditing Services**

Mr. Jeancola asked if the Audit Review Committee Members preferred to solely rely on the newspaper advertisement or if they approved Rizzetta & Co. Inc. also soliciting proposals in addition to advertising. The committee agreed.

On a motion by Mr. Smallegan, seconded by Mr. Walter, with all in favor, the Audit Review Committee Members accepted the Audit RFP documents as set forth with an October 27, 2020 audit review committee meeting, for Heritage Isle at Viera Community Development District.

On a motion by Mr. Walter, seconded by Mr. Smallegan, with all in favor, the Audit Review Committee Members approved District Management to solicit proposals from auditors in addition to advertising, for Heritage Isle at Viera Community Development District.

The current incumbent is McDirmit Davis & Company.

*Mr. Goldstein joined the meeting while in progress and is in agreement with motions that were made.*

**FIFTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Smallegan, seconded by Mr. Walter, with all in favor, the Audit Review Committee Members adjourned the meeting at 11:12 a.m. for Heritage Isle at Viera Community Development District.

Assistant Secretary

Chairman/Vice Chairman

### **TAB 3**



# HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

## **Operation and Maintenance Expenditures August 2020 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2020 through August 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$40,133.49**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson  
\_\_\_\_\_ Vice Chairperson  
\_\_\_\_\_ Assistant Secretary

# Heritage Isle at Viera Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC Corp.	003423	5697-07-20	Special Assessment Revenue Refunding Bonds, Series 2017	\$ 450.00
BrightView Landscape Services, Inc.	003428	6943838	Landscape Maintenance 08/20	\$ 16,594.58
BrightView Landscape Services, Inc.	003426	6949972	Landscape Enhancement Laborer - Test For Holding Mulch Back	\$ 1,650.00
Florida Power & Light Co	003429	1800222768	FACILITY CHARGE Prem Light 20 yr Pymnts 08/20	\$ 1,602.00
Florida Power & Light Co	003429	1800222776	FACILITY CHARGE Prem Light 20 yr Pymnts 08/20	\$ 981.00
Florida Power & Light Co	003429	FPL Summary 08/20	FPL Summary 08/20	\$ 5,194.54
Hopping Green & Sams	003430	116531	General Legal Services 06/20	\$ 1,848.88
Rizzetta & Company	003424	INV0000051777	District Management Services 08/20	\$ 6,097.50
Rizzetta Technology Services, LLC	003425	INV0000006110	Website & EMail Hosting Services 08/20	\$ 175.00
Solitude Lake Management, LLC.	003427	PI-A00446666	Dead Fish Removal	\$ 2,092.99
Solitude Lake Management, LLC.	003431	PI-A00448384	Restoration Assessment 4 & 12	\$ 731.00
Solitude Lake Management, LLC.	003431	PI-A00455915	Lake & Pond Management Services 08/20	\$ <u>2,716.00</u>
<b><u>Report Total</u></b>				<b><u>\$ 40,133.49</u></b>

**TAB 4**

## SECOND ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

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This Second Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between **Heritage Isle at Viera Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1st, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.



Rizzetta & Company

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name



Rizzetta & Company

**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

<b>ANNUALLY</b>	<b>MONTHLY</b>	
Management:	\$ 2,932.50	\$35,190
Administrative:	\$ 517.50	\$ 6,210
Accounting:	\$ 1,735.33	\$20,824
Financial & Revenue Collections:	\$ 437.50	\$ 5,250
Assessment Roll (1):		\$ 5,250
<b>Total Standard On-Going Services:</b>	<b>\$ 5,622.83</b>	<b>\$72,724</b>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.



## ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 180.25
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

## PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 54.00
District Manager	\$ 42.00
Accounting & Finance Staff	\$ 29.00
Administrative Support Staff	\$ 25.00

LITIGATION SUPPORT SERVICES:	Hourly	Upon Request
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## ADDITIONAL THIRD-PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



Rizzetta & Company

**TAB 5**



## RESOLUTION 2021-01

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2019/2020, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Board of Supervisors of the Heritage Isle at Viera Community Development District ("**Board**"), previously adopted the District's Fiscal Year 2019/2020 annual budget ("**Budget**"); and

**WHEREAS**, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and the resolution adopting the Budget (the "Adoption Resolution") authorize the Board to amend the Budget; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT:

#### 1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2019/2020.

c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted

Budget for the Heritage Isle at Viera Community Development District for the fiscal year ending September 30, 2020, as amended and adopted by the Board of Supervisors effective October 29, 2020.”

**2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND - (SERIES 2013A-1)	\$ _____
DEBT SERVICE FUND - (SERIES 2013A-2)	\$ _____
DEBT SERVICE FUND - (SERIES 2017)	\$ _____
TOTAL ALL FUNDS	\$ _____

**3. CONFLICTS.** This Resolution is intended to amend, in part, the adoption Resolution, which remains in full force and effect except as otherwise provided herein. All terms of the Adoption Resolution that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**4. 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.

**5. EFFECTIVE DATE.** This Resolution shall take effect as of October 29, 2020.

Introduced, considered favorably, and adopted this 29<sup>th</sup> day of October, 2020.

<b>ATTEST:</b>	<b>HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT</b>
_____ Secretary/Assistant Secretary	_____ Chairperson, Board of Supervisors

**Exhibit A:** Amended Fiscal Year 2019/2020 Budget

**Exhibit A**  
Amended Fiscal Year 2019/2020 Budget

Heritage Isle at Viera Community Development District  
Amended FY 2019-2020 Budget

001 - General Fund

		Annual Budget	Proposed Budget
Revenues			
36310	Special Assessments		
1001	Tax Roll	680,205.00	680,205.00
Other Financing Sources			
0024	Carryforward Fund Balance	37,888.00	37,888.00
4310	Street Light - PP	7,907.00	7,907.00
	Total Other Financing	45,795.00	45,795.00
	Total Revenues	726,000.00	726,000.00
Expenditures			
51100	Legislative		
1101	Supervisor Fees	6,000.00	6,000.00
51300	Financial & Administrative		
3100	Administrative Services	6,000.00	6,000.00
3101	District Management	34,000.00	34,000.00
3103	District Engineer	15,000.00	15,000.00
3104	Disclosure Report	2,000.00	2,000.00
3105	Trustees Fees	7,200.00	7,200.00
3111	Financial & Revenue Collections	5,250.00	5,250.00
3113	Assessment Roll	5,250.00	5,250.00
3201	Accounting Services	20,120.00	20,120.00
3202	Auditing Services	4,100.00	4,100.00
3203	Arbitrage Rebate Calculation	1,200.00	1,200.00
4501	Public Officials Liability Insurance	2,750.00	2,750.00
4801	Legal Advertising	2,000.00	2,000.00
4902	Dues, Licenses & Fees	175.00	175.00
4903	Miscellaneous Fees	885.00	885.00
5103	Website Hosting, Maintenance & Backup	7,100.00	7,100.00
51400	Legal Counsel		
3107	District Counsel	21,000.00	21,000.00
53100	Electric Utility Services		
4301	Utility Services	33,000.00	33,000.00
4307	Street Lights	65,000.00	65,000.00
4308	Amortization - Street Light Lease	7,907.00	7,907.00
53800	Stormwater Control		
4601	Fountain Service Repairs & Maintenance	5,000.00	5,000.00
4615	Aquatic Maintenance	34,000.00	34,000.00
4787	Stormwater System Maintenance	2,000.00	2,000.00
53900	Other Physical Environment		
4309	Legacy Street Light Inspections	1,200.00	1,200.00
4502	General Liability & Property Insurance	7,163.00	7,163.00
4603	Entry & Walls Maintenance	2,000.00	2,000.00
4604	Landscape Maintenance	182,000.00	182,000.00
4609	Irrigation Contracts & Repairs	65,500.00	65,500.00
4616	Pet Station Maintenance	5,500.00	5,500.00
4618	Landscape Mulch & Annuals	45,000.00	45,000.00
4652	Landscape Replacement Plants, Shrubs, Trees	30,000.00	30,000.00

Heritage Isle at Viera Community Development District  
Amended FY 2019-2020 Budget

4658	Field Services	7,800.00	7,800.00
54100	Road & Street Facilities		
4623	Sidewalk & Curb Repair & Maintenance	25,000.00	25,000.00
57200	Parks & Recreation		
6409	Pedestrian Bridge Maintenance	3,000.00	3,000.00
57900	Contingency		
Total Expenditures		<u>\$ 726,000.00</u>	<u>\$ 726,000.00</u>
Excess of Rev./Other		<u>0.00</u>	<u>0.00</u>
Sources Over (Under) Expend./Other			
Uses			
Fund Balance, End of		<u>0.00</u>	<u>0.00</u>
Period			

Heritage Isle at Viera Community Development District  
Amended FY 2019-2020 Budget

005 - Reserve Fund

		<u>Annual Budget</u>	<u>Proposed Budget</u>
Revenues			
36310	Special Assessments		
1001	Tax Roll	<u>14,000.00</u>	<u>14,000.00</u>
Other Financing Sources (Uses)			
005	Carryforward Fund Balance	0.00	15,000.00
Total Other Financing		<u>0.00</u>	<u>15,000.00</u>
Total Revenues		<u>14,000.00</u>	<u>29,000.00</u>
Expenditures			
53900	Other Physical Environment		
4610	Irrigation Pump Station Reserve	6,000.00	21,000.00
57200	Parks & Recreation		
6409	Pedestrian Bridge Maintenance	<u>8,000.00</u>	<u>8,000.00</u>
Total Expenditures		<u>\$ 14,000.00</u>	<u>\$ 29,000.00</u>
Excess of Revenue Over (Under)		<u>0.00</u>	<u>0.00</u>
Expenditures			
Excess of Rev./Other Sources Over (Under)		<u>0.00</u>	<u>0.00</u>
Expend./Other Uses			
Fund Balance, Beginning of Period		0.00	0.00
Fund Balance, End of Period		<u>0.00</u>	<u>0.00</u>

**TAB 6**



## Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name	Heritage Isle at Viera CDD	Contact	Anthony Jeancola
Property Address	6800 Legacy Blvd. Melbourne, FL 32940	To	Heritage Isle at Viera Community
		Billing Address	Development District 8529 South Park Cir Ste 300 Orlando, FL 32819

Project Name 9 14 2020 CDD Update endcaps of turning lanes and North entrance

Project Description Install annual beds on the end of center isles on the North side of Legacy Blvd

### Scope of Work

QTY	UoM/Size	Material/Description
25.00	HOURL	Enhancement Laborer
800.00	EACH	Annual Color 4" pots installed (includes prep, fert, fung)
5.00	CUBIC YARD	Bulk Annual Soil (Del. Dump Truck 25 tons) - Amendment Installed
2.00	LOAD	Dump Fees/Green Waste Material
4.00	HOURL	General Irrigation Labor, Heads & Lateral Work
1.50	TON	4-6 inch gray round stone Bulk Installed

For Internal use only

SC# 7181163  
JOB# 460400254  
Service Line 130

**Total Price** \$4,482.70

#### THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
4777 Old Winter Garden Road, Orlando, FL 32811 ph: (407) 382-9600 fax: (407) 291-1866



## TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of the Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

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

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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

Signature: Anthony Jeancola Title: CHM/HICDD Property Manager  
 Printed Name: Anthony Jeancola Date: September 14, 2020

BrightView Landscape Services, Inc. "BrightView"

Associate Account Manager

Signature: Daniel J Srein Title: September 14, 2020  
 Printed Name: Daniel J Srein Date: September 14, 2020

Job #: 460400254 Proposed Price: \$4,482.70  
 SO #: 7181163



September 22, 2020










Proposal # 177116

BrightView Tree Care Services  
Branch Office #49360  
4777 Old Winter Garden Road  
Orlando, FL 32811  
Doug O'Brien  
doug.obrien@brightview.com  
tel:321-287-0988

Tree Care Service Address/Location  
Heritage Isle at Viera CDD (Hardwoods)  
6800 Legacy Blvd  
Melbourne, FL 32940  
Doug O'Brien  
Doug.obrien@brightview.com  
tel:321-287-0988

Tree Care Service Billing Address  
Anthony Jeancola / Rizzetta & Comp.  
8529 South Park Circle  
Suite 330  
Orlando, 32819  
Anthony Jeancola  
ajeancola@rizzetta.com  
tel:407-472-2471

## Proposed Tree Care Services

Species	DBH	Qty	Objective	Price
 American Sycamore <i>Platanus occidentalis</i>		5		-
 Bald Cypress <i>Taxodium distichum</i>	13"-18"	41	Elevation lift	-
 Bottlebrush <i>Callistemon pendula</i>		1		-
 Crape myrtle <i>Lagerstroemia Indica</i>		3		-
 Drake Chinese Elm <i>Ulmus parvifolia cv. Drake</i>		1	Crown Raise	-
 Holly Species <i>Ilex spp.</i>		1		-
 Southern Live Oak <i>Quercus virginiana</i>		73		-
 Southern Live Oak <i>Quercus virginiana</i>		2	Elevation lift	-
 Southern Magnolia <i>Magnolia grandiflora</i>		2		-
Total				\$9,030



Heritage Isle at Viera CDD (Hardwoods)



# Heritage Isle at Viera CDD (Hardwoods)

Ponds and Walking Track



December 3, 2019

*Quercus virginiana*  
Southern Live Oak  
Height: 16'-30'  
Health: 60% - Fair

ID# 94



June 4, 2020

*Ulmus parvifolia* cv. Drake  
Drake Chinese Elm ID# 607



Crown Raise

Removal of lower branches of canopy to achieve a height of 10'-12' where possible.  
Removal of lower sucker growth.



# BrightView Tree Care Services

## Terms & Conditions

- Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is being done in accordance with ANSI A300 standards.
- Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
- Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permit:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.
- Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
- Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

## Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

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

Customer

*Ed Williams* *HICOD*  
Signature *CHAMAN*  
*ED WILLIAMS, JR. OCT 19, 2020*  
Doug O'Brien September 22, 2020

Printed Name

Date

## BrightView Tree Care Services

*Doug O'Brien*

September 22, 2020

Signature

Date

Doug O'Brien

September 22, 2020

Printed Name

Date

**TAB 7**

## Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name	Heritage Isle at Viera CDD	Contact	Anthony Jeancola
Property Address	6800 Legacy Blvd. Melbourne, FL 32940	To	Heritage Isle at Viera Community
		Billing Address	Development District 8529 South Park Cir Ste 300 Orlando, FL 32819

Project Name      10 07 2020 Savoy and Legacy Blvd Line of Sight issues

Project Description      Remove plantings obscuring line of sight and replace with low-growing plantings.

### Scope of Work

QTY	UoM/Size	Material/Description
12.00	HOURL	Enhancement Laborer
1.00	LOAD	Dump Fees/Green Waste Material
28.00	EACH	Ilex vomitoria 'Schillings' - 3 gal. Shrub/perennial Installed
25.00	BAG	Mini Pine Bark Mulch

For internal use only

**SO#**                      7346607  
**JOB#**                    460400254  
**Service Line**            130

**Total Price**                      \$1,618.15

#### THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
4777 Old Winter Garden Road, Orlando, FL 32811 ph. (407) 292-9600 fax (407) 291-4966



## TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

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

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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

### Customer

#### Property Manager

Signature

Title

Anthony Jeancola

October 07, 2020

Printed Name

Date

### BrightView Landscape Services, Inc. "BrightView"

#### Associate Account Manager

Signature

Title

Daniel J Srein

October 07, 2020

Printed Name

Date

Job #: 460400254

Proposed Price: \$1,618.15

SO # 7346607