

## Heritage Isle at Viera Community Development District

## Board of Supervisors' Special Meeting October 26, 2021

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

www.heritageisleatvieracdd.org

Professionals in Community Management

### HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Jay Williams Bob Goldstein Kenneth Bonin Jon Smallegan Kenneth Walter	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
District Manager	Richard Hernandez	Rizzetta & Company, Inc.
District Counsel	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 · Orlando, Florida · (407) 472-2471

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.heritageisleatvieracdd.org

October 18, 2021

#### **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 Tusday, October 26, 2021 at 10:30 a.m. at the Brevard County Government Center Atlantic Room located at 2725 Judge Fran Jamieson Way, Viera, FL 32940. The following is the agenda for the meeting:

1. CALL TO ORDER/ROLL CALL

#### 2. PUBLIC COMMENT

- Α. FPL Transformer Schedule Update by Andrew Zicker
- Β. Blown Away Community Update by Sarah Flores
- C. Solitude Lake Community Update
- D. Hoover Pumping Systems Update by Nathan Dreher
- E. Field Service Inspection Report by Bryan Schaub
- F. Brightview Community Update by Daniel Srein

#### 3. **BUSINESS ADMINISTRATION**

- Consideration of the Minutes of the Board of Supervisors' Α. Meeting held on May 25, 2021..... Tab 1
- Consideration of the Minutes of the Board of Supervisors' B. Meeting held on September 1, 2021...... Tab 2
- Consideration of Operation and Maintenance Expenditures C. for July- September 2021..... Tab 3

#### 4. **BUSINESS ITEMS**

- Α. Discussion Regarding HIDA and Irrigation MOU......Tab 4 Β.
  - Community Monthly
- Monthly Report Update i. C.
- D. Consideration of Filter Installation Proposal – Hoover...... Tab 6
- Consideration of Solitude Lake Management Contract E.
- F. Ratification of Audit Engagement Letter –

#### 5. STAFF REPORTS

- Α. District Counsel
- Β. **District Engineer**
- C. **District Manager**
- 6. SUPERVISOR REQUESTS AND COMMENTS
- 7. 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.

Heritage Isle at Viera Community Development District Tentative Agenda - Page 2 August 10, 2021

Very truly yours,

Ríchard Hernandez

Richard Hernandez District Manager

cc: Wes Haber, Hopping Green & Sams

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 special meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **Tuesday**, **May 25**, **2021 at 10:32 a.m.** at the Heritage Isle Clubhouse Craft Room located at 6800 Legacy Blvd., Viera, FL 32940.

Present and constituting a quorum:

Jay Williams Bob Goldstein Ken Bonin Jon Smallegan Kenneth Walter Also present were:	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary
Melissa Dobbins Richard Hernandez	Regional District Manager, Rizzetta & Co., Inc.
Wes Haber	Regional District Manager, Rizzetta & Co., Inc. District Counsel, Hopping Green & Sams, P.A. (via teleconference)
Ana Saunders	District Engineer, BSE Consultants (via teleconference)
Daniel Srein General Audience	Account Manager, Brightview Present (in person & via teleconference)

#### FIRST ORDER OF BUSINESS Call to Order

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

## SECOND ORDER OF BUSINESS Audience Comments on Agenda Items

There were no audience comments at this time.

#### THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Special Meeting Held on March 23, 2021

On Motion by Mr. Smallegan, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Special Meeting held on March 23, 2021, as presented, for Heritage Isle at Viera Community Development District.

#### FOURTH ORDER OF BUSINESS

#### Ratification of the Operation and Maintenance Expenditures for February - April 2021

Mr. Williams reviewed the amounts for the Operation and Maintenance Expenditures for February through April 2021.

On Motion by Mr. Goldstein, seconded by Mr. Bonin, with all in favor, the Board of Supervisors ratified the operation and expenditures for February 2021 in the amount of \$43,312.12, March 2021 in the amount of \$59,453.70 and April 2021 in the amount of \$36,282.26, for Heritage Isle at Viera Community Development District.

#### FIFTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Mr. Haber updated the Board regarding the newest Florida Statues requirements that pertain to Board of Supervisors.

B. District Engineer

Ms. Saunders informed the Board that the bi-annual infrastructure report would commence in the summer of 2021.

On Motion by Mr. Walters, seconded by Mr. Bonin, with all in favor, the Board of Supervisors approved the installation of yellow reflective stakes at all drainage structures tripping hazardous within the community, for Heritage Isle at Viera Community Development District.

#### C. District Manager

i. Mr. Walter reviewed his monthly landscape reports while also answering questions pertaining to the landscape reports. Mr. Walters informed the District Engineer and Board regarding the possible trip hazard near drainage structures within the community.

- ii. Mr. Hernandez provided a budget review along with a presentation for registered voter count. Mr. Hernandez stated that the registered voter count was 2,523 as of April 15, 2021. After discussion, the requested District Management to work on the installation of the dog station with Supervisor Bonin.
- D. Field Service Manager Not Present.

The Board reviewed the report dated April 29, 2021.

E. Brightview At this time, Mr. Srein reported that 61 percent of the items on the reported are completed.

### SIXTH ORDER OF BUSINESS

## Consideration of Pump Station Fencing Options Proposals

After deliberation, the Board agreed to table the three proposals for a more costeffective option.

On Motion by Mr. Williams, seconded by Mr. Walters, with all in favor, the Board of Supervisors approved installing two (2) no trespassing signs at the pump station, for Heritage Isle at Viera Community Development District.

#### SEVENTH ORDER OF BUSINESS

## Consideration of Tree Removal Proposals

On Motion by Mr. Walters, seconded by Mr. Bonin, with all in favor, the Board of Supervisors ratified to select Drew's Landscape for the tree removal proposals, for Heritage Isle at Viera Community Development District.

#### EIGHTH ORDER OF BUSINESS

Discussion Regarding 480V FPL Transformer

Mr. Walters informed the Board while no date has been selected, the District continues to work alongside FPL and Hoover.

#### NINTH ORDER OF BUSINESS

Ratification of Reconfiguration of Existing Pump # 2 Station Control Panels and Incoming Service Proposal – Hoover

Mr. Drier provided an overview of the community's needs regarding the sustainability of the pump station.

On Motion by Mr. Williams, seconded by Mr. Walter, with all in favor, the Board of Supervisors ratified the Reconfiguration of Existing Pump #2 Station Control Panels and Incoming Service Proposal - Hoover, for Heritage Isle at Viera Community Development District.

#### TENTH ORDER OF BUSINESS

#### Discussion Regarding Tree Trimming/Removal Policy

The Board agreed to table the amendment to tree trimming proposals.

ELEVENTH ORDER OF BUSINESS	Discussion	Regarding	Alligator
	Policy		

After deliberation, the Board and District Counsel agreed to route all alligator removal calls to the District Manager.

TWELFTH ORDER OF BUSINESS	Discussion	Regarding	Pressure
	Washing		

The Board reviewed the Blown Away proposal, as presented.

On Motion by Mr. Goldstein, seconded by Mr. Bonin, with all in favor, the Board of Supervisors approved the Blown Away pressure washing proposal for the curbs and sidewalk, for Heritage Isle at Viera Community Development District.

#### THIRTEENTH ORDER OF BUSINESS

Discussion Regarding Fruit Trees on Property Mr. Walters informed the Board regarding the mango trees on CDD property. A discussion ensued. The Board directed District Counsel to the letter for the CDD to remove the mango trees within thirty (30) days.

On Motion by Mr. Bonin, seconded by Mr. Walters, with all in favor, the Board of Supervisors approved District Counsel to send a letter to the property address to remove the mango trees, for Heritage Isle at Viera Community Development District.

### FOURTEENTH ORDER OF BUSINESS

## Discussion Regarding Pond Garbage Retrieval

Mr. Walters shared photos and emails of resident complaints regarding trash and foreign objects in the community ponds. After discussion, The Board directed Supervisor Walters and District Management to collaborate with Soltidue Lake Management on a contract amendment to include trash removal at the time of service.

### FIFTEENTH ORDER OF BUSINESS

Discussion Regarding Golf Cart Policy

This item was tabled for further discussion.

### SIXTEENTH ORDER OF BUSINESS

#### Consideration of Resolution 2021-04, Accepting the Proposed Budget Fiscal Year 2021/2022 and Setting the Public Hearing

On Motion by Mr. Williams, seconded by Mr. Bonin, with all in favor, the Board of Supervisors approved Resolution 2021-04, Accepting the Proposed Budget Fiscal Year 2021/2022 and Setting the Public Hearing, for Heritage Isle at Viera Community Development District.

#### SEVENTEENTH ORDER OF BUSINESS Supervisor Requests

Mr. Hernandez announced that the next meeting is scheduled for Tuesday, August 24, 2021 at 10:30 a.m.

The Board received comments regarding the golf carts.

#### HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT May 25, 2021 Minutes of Meeting Page 6

#### EIGHTEETH ORDER OF BUSINESS

### Adjournment

On Motion by Mr. Williams, seconded by Mr. Bonin, with all in favor, the Board of Supervisors adjourned the meeting at 2:42 p.m. for Heritage Isle at Viera Community Development District.

Secretary/Assistant Secretary

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 special meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **Wednesday**, **September 1, 2021 at 11:39 a.m.** at the Heritage Isle Clubhouse Craft Room located at 6800 Legacy Blvd., Viera, FL 32940.

Present and constituting a quorum:

Jay Williams	Board Supervisor, Chairman
Bob Goldstein	Board Supervisor, Vice Chairman
Ken Bonin	Board Supervisor, Assistant Secretary
Jon Smallegan	Board Supervisor, Assistant Secretary
Kenneth Walter	Board Supervisor, Assistant Secretary
Also present were:	
Richard Hernandez Alexis Davis Wes Haber	Regional District Manager, Rizzetta & Co., Inc. Administrative Assistant, Rizzetta & Co., Inc. District Counsel, Hopping Green & Sams, P.A. (via teleconference)
Ana Saunders	District Engineer, BSE Consultants
Andrew Zicker	FPL (via teleconference)
Dan Hunt	Solitude Lake Management
Sarah Flores	Blown Away
Sterling Baker	Brightview
General Audience	Present (in person & via teleconference)

#### FIRST ORDER OF BUSINESS

Call to Order

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

#### SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

A resident raised a question regarding a pond behind their home.

#### THIRD ORDER OF BUSINESS

#### Consideration of the Minutes of the Board of Supervisors' Special Meeting Held on May 25, 2021

The Board agreed to table the minutes of the meeting on May 25, 2021.

The meeting minutes will be updated and present at the next meeting for approval.

#### FOURTH ORDER OF BUSINESS

# Ratification of the Operation and Maintenance Expenditures for May and June 2021

Mr. Hernandez presented an update on the District's financials.

Mr. Williams reviewed the amounts for the Operation and Maintenance Expenditures for May and June 2021.

On Motion by Mr. Goldstein, seconded by Mr. Walters, with all in favor, the Board of Supervisors ratified the operation and expenditures for May 2021 in the amount of \$84,956.46, June 2021 in the amount of \$40,464.82, for Heritage Isle at Viera Community Development District.

#### FIFTH ORDER OF BUSINESS

## Public Hearing on Fiscal year 2021/2022 Final Budget

On Motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors agreed to open the public hearing on Fiscal Year 2021-2022 Final Budget, for Heritage Isle at Viera Community Development District.

No members of the public desired to provide public testimony or comment.

On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors agreed to close the public hearing on Fiscal Year 2021-2022 Final Budget, for Heritage Isle at Viera Community Development District.

The Board reviewed Resolution 2021-05, as presented.

i. Consideration of Resolution 2021-05, Adopting Fiscal Year 2021-2022 Final Budget

#### HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT September 1, 2021 Minutes of Meeting Page 3

On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors adopted Resolution 2021-05, Adopting Fiscal Year 2021-2022 Final Budget, for Heritage Isle at Viera Community Development District.

#### SIXTH ORDER OF BUSINESS

#### Consideration of Resolution 2021-06, Imposing Special Assessments and Certifying an Assessment Roll

The Board reviewed Resolution 2021-06, as presented.

On Motion by Mr. Smallegan, seconded by Mr. Bonin, with all in favor, the Board of Supervisors adopted Resolution 2021-06, Imposing Special Assessments and Certifying an Assessment Roll, for Heritage Isle at Viera Community Development District.

### SEVENTH ORDER OF BUSINESS

### Consideration of Resolution 2021-07, Setting the Fiscal Year 2021-2022 Meeting Schedule

The Board reviewed Resolution 2021-07, as presented. The Board of Supervisors meetings will continue to occur on the fourth Tuesday of the month.

On Motion by Mr. Williams, seconded by Mr. Walter, with all in favor, the Board of Supervisors adopted Resolution 2021-07, Setting the Fiscal Year 2021-2022 Meeting Schedule, for Heritage Isle at Viera Community Development District.

### EIGHTH ORDER OF BUSINESS

#### Community Update Report -Monthly Report Update

- Mr. Walters reviewed his monthly landscape reports for June August 2021.
- Mr. Smallegan expressed his concerns regarding the 2<sup>nd</sup> lateral line break.

Mr. Goldstein inquired about the possible removal of mulching in certain areas.

#### NINTH ORDER OF BUSINESS

**Transformer Break Update** 

The Board discussed the transformer break progress inadequacies, as the contractors were presumed to begin working on the transformer.

Mr. Zicker, an FPL representative, will follow up with the contractors regarding the contractors' availability update.

### TENTH ORDER OF BUSINESS Main Line Break Update

The Board discussed a second line break that occurred within the community.

### ELEVENTH ORDER OF BUSINESS

#### Discussion of Solitude Lake Management Contract Amendment

discussion ensued regarding ameneding the communities Solitude lake management contract to include trash removal. After consideration, the Board agreed to add an amendment to the contract to add trash pick-up to the current contract. The Distict manager will prepair a formal contract

#### TWELFTH ORDER OF BUSINESS

## Ratification of Acceptance of Fiscal Year End 2020 Annual Audit

Mr. Walters stated there may have been a claim made during the FY 2021-2022.

On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors ratified the Fiscal Year 2020 Annual Audit, for Heritage Isle at Viera Community Development District.

#### THIRTEENTH – SIXTEENTH ORDER OF BUSINESS

- Ratification of Rotor Replacement Brightview Proposals
- Ratification of ADM Replacement
- Ratification of ADM Replacement
- Ratification of New Dog Stations Bliss Products

On Motion by Mr. Goldstein, seconded by Mr. Bonin, with all in favor, the Board of Supervisors ratified the ABOVE 4 proposals, for Heritage Isle at Viera Community Development District.

### SEVENTEENTH ORDER OF BUSINESS

## Discussion Regarding Bicycles on Sidewalk

A discussion was held regarding the bicycles on the sidewalk. After some discussion, the Board designated Mr. Williams as the board member to send a community-wide electronic message.

#### EIGHTEENTH ORDER OF BUSINESS

**Discussion Regarding Mango Trees** 

A discussion occurred regarding the property where a mango tree has been planted that has attracted fruit rats.

The Board agreed to contact the owner of the home as an approach before pursuing alternative options and for the District Engineer to conduct a survey of the property in question.

#### NINETEENTH ORDER OF BUSINESS Staff Reports

#### A. District Counsel

Mr. Haber stated he will conduct a separate call with Ms. Saunders to address outstanding items. Ms. Saunders stated she will work on the bridge. Mr. Haber gave his recommendations on the yellow stakes and also reminded the Board of the sovereign immunity.

#### B. District Engineer

Ms. Saunders addressed the yellow stakes that many residents have complained about. She recommends removing two of three stakes to appease the residents'

requests.

On Motion by Mr. Williams, seconded by Mr. Bonin, with all in favor, the Board of Supervisors authorized District Engineer, Ana Saunders, to remove two of three yellow stakes at the sidewalk at the community entrance, for Heritage Isle at Viera Community Development District.

C. District Manager

Mr. Hernandez informed the Board regarding various tasks being complete in between meetings.

- D. Field Service Manager Not Present.
- E. Brightview No Report.

#### TWENTIETH ORDER OF BUSINESS

**Supervisor Requests** 

Mr. Hernandez announced that the next meeting is scheduled for **Tuesday**, **October 26**, **2021 at 10:30 a.m.** 

#### HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT September 1, 2021 Minutes of Meeting Page 7

#### TWENTY-FIRST ORDER OF BUSINESS

### Adjournment

On Motion by Mr. Goldstein, seconded by Mr. Bonin, with all in favor, the Board of Supervisors adjourned the meeting at 4:08 p.m. for Heritage Isle at Viera Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

TAB 3

## HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVE, SUITE 200 · TAMPA, FLORIDA 33614 WWW.HERITAGEISLEATVIERACDD.ORG

### Operation and Maintenance Expenditures July 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,635.69** 

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

Vendor Name	Check Numbe	er Invoice Number	Invoice Description	Invoi	ice Amount
Campus Suite	3581	19616	ADA Compliant Website Q4 F20/21	\$	384.38
D Brandon Delph dba BSP Signs and Graphics, LLC	3584	20714	Signs 06/21	\$	368.00
Florida Power & Light Co	3585	1800249248	FACILITY CHARGE Prem Light 20 yr Pymnts 07/21	\$	1,602.00
Florida Power & Light Co	3585	1800249256	FACILITY CHARGE Prem Light 20 yr Pymnts 07/21	\$	981.00
Florida Today Payment Center	3579	3921245	Acct #126307 Legal Advertising 05/21	\$	188.48
Hopping Green & Sams	3580	123532	General Legal Services 04/21	\$	264.00
Rizzetta & Company	3582	INV0000059395	District Management Services 07/21	\$	6,272.83
Rizzetta Technology Services,	3583	INV0000007683	Website & EMail Hosting Services 07/21	\$	175.00
LLC Tian Smith dba Anthony Home Repair LLC	3578	INV0807	Install Signs 06/21	\$	<u>400.00</u>

#### Report Total

\$ 10,635.69



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## INVOICE

#### **BILL TO**

Heritage Isle at Viera CDD 12750 Citrus Park Lane Tampa, FL 33625 INVOICE # 19616 DATE 07/01/2021 DUE DATE 07/16/2021 TERMS Net 15

DESCRIPTION		AMOUNT
CDD Website Services - Hosting, support a	nd training	150.00
CDD Ongoing PDF Accessibility Compliance	e Service	234.38
Quarterly service	BALANCE DUE	\$384.38
		<b>400</b> 1100
	Data Basid Bizzatta & Ca. Jac. 07/01/2021	
	Date Rec'd Rizzetta & Co., Inc07/01/2021	
	D/M approval Date7/8/21	
	Date entered 07/06/2021	
	Fund 001 GL 51300 OC 5103	
	Check #	

BSP SIGNS & GRAPHICS "Your Full Service Sign Shop"

3245 S Chickasaw Trail Orlando, FL 32829 Phone: 407-353-6659 Fax: (\_\_\_)\_\_-

#### Invoice Number P.O. #: Requested Date: Ship Via: Clerk: Order Date

Due Date

Printed Date: External Customer #: 20714

No Date Specified

bd 6/22/2021 - 2:46PM 6/30/2021 - 9:57 PM 7/6/2021 - 2:36:53PM 0

Bill To:	Ship To:
Heritage Isle at Viera	Heritage Isle at Viera
Richard Hernandez	Richard Hernandez
c/o Rizzetta & Co	c/o Rizzetta & Co
Orlando, FL 32806	Orlando, FL 32806
Phone: Ext: / Fax: (407)	Phone: Ext: / Fax: (407)
E-Mail: rhernandez@rizzetta.com	E-Mail: rhernandez@rizzetta.com

#### INVOICE DESCRIPTION

Heritage Isle at Viera - No Trespassing

Product Code	Sides	Color	Quantity	Vert	Horiz	Depth	Price @	Tota
EcoSol Digital Print	1	White	4.00	24.00 Inch	18.00 Inch	0.00 Inch	\$54.00	\$216.0
Digital Printed polym Black / Gold NO TRESPASSING.	Ū	s with round	1 top					
Product Code	Sides	Color	Quantity	Vert	Horiz	Depth	Price @	Tota
Product Code 8' Green Traffic Post		Color Green	Quantity 4.00	Vert 96.00 Inch	Horiz 3.00 Inch	Depth 2.00 Inch	Price @ \$38.00	Tota \$152.0

Date Rec'd R	izzetta & Co., li	nc. 07/07/2021
D/M approval	RH	Date 7/13/21
Date entered		
Fund 001	<b>GL</b> 57900	<b>OC</b> 6408
Check #		

Notes/Ship to:	TaxableSalesNon-Taxable\$36Sales TaxSalesShippingSalesTotal\$36Deposits\$36	68.00 \$0.00 68.00 \$0.00 \$0.00 68.00
Customer #: 5207 Customer Tax ID: Terms: 50% Down / COD	0	\$0.00 <b>68.00</b>
Salesperson:B DelphDate Picked Up:6/23/2021		
Clerk: x Customer Sig BSP Signs & Graphics Phone: 407-353-6659 Fax: () E-Mail: BSPsig	<b>nature</b> ns@gmail.com Website: www.BSPsigns.com	

#### **PAYMENT COUPON**

#### 1800249248 1 of 1

4,1,1500,640106,6800013324,1800249248,5,0000160200 Please mail this portion with your check

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614

#### /4112006401066800013324180024924820000160200

Cust. No.:6800013324	Inv. No.:1800249248
This Month's Charges	Amount Due
Past Due After	This Invoice
07/31/2021	\$ 1,602.00

Please see payment options and instructions at the bottom of this invoice.

FPL General Mail Facility Miami FL 33188-0001

JUL - 8 2021

Florida Power & Light Company

Invoice Customer Name and Address

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614 Federal Tax Id.#: 59-0247775

Customer Number:	6800013324
Invoice Number:	1800249248
Invoice Date:	07/01/2021

4,1,1500,640106,6800013324,1800249248,5,0000160200 Please retain this portion for your records

#### CURRENT CHARGES AND CREDITS Customer No: 6800013324 Invoice No: 1800249248

Description		Amount
PREMIUM LIGHTING 20 YR CONTRACT MONT	HLY BILLING	1,602.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	<b>Total Amount Due</b> This Month's Charges Pa	<b>\$1,602.00</b> st Due After 07/31/2021

Date Rec'd Rizzetta & Co., Inc. 07/09/2021				
D/M approval	_/	2 H	Date	7/13/21
Date entered	0	7/09/2021		
Fund 001	GL	53100	00_	4307
Check #				

#### Wire & ACH Payments

Account Name: Florida Power & Light Co. Bank Name: Bank of America Account Number: 3750132076 WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593 ACH Only: City/State: Dallas, TX ABA No.: 111-000-012 Please include the invoice number in the payment reference

#### Check Payments

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

#### General Mail Facility Miami FL 33188-0001

#### PAYMENT COUPON

#### 1800249256 1 of 1

4,1,1500,640106,6800013324,1800249256,6,0000098100 Please mail this portion with your check

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614

Cust. No.:6800013324	
This Month's Charges	Amount Due
Past Due After	This Invoice
07/31/2021	\$ 981.00

Please see payment options and instructions at the bottom of this invoice.

FPL General Mail Facility Miami FL 33188-0001

/411500640106680001332418002492566000098100

RECEIVED

Florida Power & Light Company

Invoice Customer Name and Address

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614 Federal Tax Id.#: 59-0247775

Customer Number:	6800013324
Invoice Number:	1800249256
Invoice Date:	07/01/2021

4,1,1500,640106,6800013324,1800249256,6,0000098100 Please retain this portion for your records

#### CURRENT CHARGES AND CREDITS Customer No: 6800013324 Invoice No: 1800249256

Description		Amount
PREMIUM LIGHTING 20 YR CONTRACT MONT	HLY BILLING	981.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	Total Amount Due This Month's Charges Pas	<b>\$981.00</b> st Due After 07/31/2021

Date Rec'd Rizzetta & Co., Inc07/09/2021			
D/M approval	R_{H[	Date 7/13/21	
Date entered	07/09/202	1	
Fund 001	GL_53100_0	C 4307	
Check #			

#### Wire & ACH Payments

Account Name: Florida Power & Light Co. Bank Name: Bank of America Account Number: 3750132076 WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593 ACH Only: City/State: Dallas, TX ABA No.: 111-000-012 Please include the invoice number in the payment reference

#### **Check Payments**

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

#### General Mail Facility Miami FL 33188-0001

1800249256 1 of 1

		ACCO		ACCOUNT #	PAGE #
	FLORIDA TODAY	Heritage Isle At Viera Community Development Dist.		126307	1 of 1
		INVOICE #	BILLING PERIOD	PAYMENT DU	E DATE
	The Eagle • The Reporter RECEIVED	0003921245	May 1- May 31, 2021	June 20, 2	021
	JUN 2 1 2021	PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOU	NT DUE
		\$0.00	\$0.00	\$188.4	8
	BILLING ACCOUNT NAME AND ADDRESS	BILLING INQUIRIE	S/ADDRESS CHANGES	FEDERAL	_ ID
		1-877-736-7612 or smb@ccc.gannett.com 20-3918856			356
	HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DIST. 219 E LIVINGSTON ST ORLANDO, FL 32801-1508  IyIyyI	rate of 18% pe Advertiser claim must be submitt or the claim will	nditions: Past due accounts ar r annum or the maximum legs is for a credit related to rates i ed in writing to Publisher within be waived. Any credit towards lays of issuance or the credit wil All funds payable in US d	al rate (whichever is incorrectly invoiced of 30 days of the invoid future advertising m Il be forfeited.	i less). or paid ce date

#### 00001263070000000000039212450001884810286

Contact abgspecial@gannett.com to sign-up for the convenience of having your invoice e-mailed to you. Once signed up you	can
also enjoy the convenience of making online payments. Previous account number reference if needed: 6VC406.	

Date	Description		Amount
5/1/21	Balance Forward		\$188.48
5/12/21	PAYMENT - THANK YOU 📃		-\$188.48
Package A	dvertising:		
Start-E	nd Date Description	PO Number	Package Cost

5/18/21-5/18/21	0004729864	Ad#4729864

Date Rec'd Rizzetta & Co., Inc. 06/23/2021			
D/M approval RA Date 7/8/21			
Date entered	07/06/202	21	
Fund	GL_51300	OC 4801	
Check #			

\$188.48

#### PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

FLORIDA TODAY COMMUNICATIONS DATOTHULSA TODAVEWOOK The Eagle • The Reporter		ACCOU	NT NAME	PAYMENT	DUE DATE	AMOUNT PAID
		Heritage Isle At Viera Community Development Dist. ACCOUNT NUMBER		June 2	-	
				INVOICE		
0	•	126	6307	00039		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$188.48 \$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$188.48
REMITTANCE ADDRESS (Include Account# & Invoice# on check)			тон	PAY WITH CREDIT CA	RD PLEASE FILL O	UT BELOW:
	Eleride Today		VISA	MASTERCARD		AMEX
Florida Today P.O. Box 677592 Dallas, TX 75267-7592		Card Number				
		Exp Date	_//	CVV Code		
			Signature		Date	

00001263070000000000039212450001884810286

## Hopping Green & Sams Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

			050.222.7500			
=====	======		===== STATEMENT	. ==========		
Heritage Is 3434 Colwo Tampa, FL	ell Avenue		May 31, 202	1	Bill Numbe Billed throug	r 123532 h 04/30/2021
General C HISLE	ounsel / 00001	Monthly Meeting WSH				
		AL SERVICES RENDE				
04/07/21	WSH	Confer with Hernande	z and Walter regarding	g transformer an	d pump work.	0.60 hrs
04/20/21	WSH	Confer with Hernande	z regarding transforme	er and pump.		0.30 hrs
04/30/21	I/21 JLK Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.					0.30 hrs
	Total fee	s for this matter				\$264.00
MATTER S	SUMMARY	Y				
	Kilinski, I	Jennifer L.		0.30 hrs	175 /hr	\$52.50
	Haber, V			0.90 hrs	235 /hr	\$211.50
			TOTAL FEES			\$264.00
	т	OTAL CHARGES FOR	THIS MATTER			\$264.00
BILLING	SUMMAR	<u>Y</u>				
	Kilinski, I	Jennifer L.		0.30 hrs	175 /hr	\$52.50
	Haber, V	Vesley S.		0.90 hrs	235 /hr	\$211.50
			TOTAL FEES			\$264.00
		TOTAL CHARGES	FOR THIS BILL		-	\$264.00

## Please include the bill number with your payment.

Date Rec'd Rizzetta & Co., Inc. 07/06/202						
D/M approval	RH	Date	7/8/21			
Date entered	07/06/202	21				
Fund 001	GL_51400	0C_	3107			
Check #						

Date	Invoice #
7/1/2021	INV0000059395

Invoice

Bill To:

HERITAGE ISLE AT VIERA CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month		Client Number
	July	Upon Receipt	00485
Description			Rate Amount
D/M approval Date entered7 Fund01GL_5 Check #5	<b>8 Co., Inc.</b> 07/01/2021 → <b>Date</b> 7/8/21 /06/2021 1300 OC 3101 \$2,932. 1300 3100 \$517.50 1300 3201 \$1,735. 1300 3111 \$437.50 1300 4658 \$650.00	1.00 \$ 1.00 \$1 1.00 \$ 1.00 \$ 1.00 \$ 33 0	,932.50 \$517.50 ,735.33 \$437.50 \$650.00 \$650.00 \$650.00
		Subtotal	\$6,272.83
		Total	\$6,272.83

Date	Invoice #
7/1/2021	INV000007683

Bill To:

HERITAGE ISLE AT VIERA CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	of Terms Client Numb		ient Number	
	July			00485	
Description		Qty	Rate		Amount
EMail Accounts, Admin & Maintenance Website Compliance and Management Date Rec'd Rizzetta & D/M approvalM Date entered07/4 Fund001GL_513 Check #	Date 7/8/21	5 1		5.00	\$75.00 \$100.00
		Subtotal			\$175.00
		Total			\$175.00

ANTHONY HOME Repair LLC
If something is broken or crackod, I can fix it for you. LET ME HANDLE YOUR TO-DO LIST ABOUND THE HOUSE,
Satisfaction is our priority

## **Anthony Home Repair LLC**

603 Spice Trader Way, Apt G Orlando, FL

Business Number 203-260-8343

**Tian Smith** 

203-260-8343954-371-4798

sethaszora@gmail.com

32818

INVOICE

**DATE** 06/23/2021

DUE

On Receipt

BALANCE DUE

USD \$400.00

#### **BILL TO**

### Heritage Isle at Viera

3434 Colwell Ave, Sutie 200 Tampa, FL 66947 407-472-2471 thernandez@rizzetta.com

DESCRIPTION		RATE	QTY	AMOUNT
Install 4 signs \$300 and \$100 for mobilization		\$100.00	4	\$400.00
	TOTAL			\$400.00
	BALANCE DUE		USD	\$400.00

Date Rec'd Rizzetta & Co., Inc. 06/29/2021							
D/M ap	proval		RH	_ Date	7/8/21		
Date er	ntered .		07/06/20	21			
Fund_	001	GL	57900	_00_	6408		
Check	#						

Æ.

**DATE SIGNED** 06/23/2021



## HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVE, SUITE 200 · TAMPA, FLORIDA 33614 WWW.HERITAGEISLEATVIERACDD.ORG

### Operation and Maintenance Expenditures August 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: \$72,065.75

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

Vendor Name	Check Numbe	<u>r</u> Invoice Number	Invoice Description	Invo	ice Amount
AMTEC Corp.	3588	7/21/5697	Special Assessment Revenue Refunding Bonds, Series 2017	\$	450.00
B S E Consultants Inc	3589	16289	Engineering Services 06/21	\$	339.60
BrightView Landscape Services, Inc.	3586	7434665	Landscape Maintenance 7/21	\$	16,594.50
BrightView Landscape Services, Inc.	3593	7476254	Landscape Maintenance 8/21	\$	16,594.50
Druse Landscaping & Tree Service	3590	7672	Tree & Sod Service 07/21	\$	8,595.00
ECOR Industries, Inc	3591	397020	Bees Removal/Extermination 04/21	\$	100.00
ECOR Industries, Inc	3591	397061	Bees Removal/Extermination 04/21	\$	100.00
ECOR Industries, Inc	3591	397065	Bees Removal/Extermination 04/21	\$	100.00
ECOR Industries, Inc	3591	398900	Bees Removal/Extermination 04/21	\$	100.00
ECOR Industries, Inc	3594	404707	Stinging Insects Removal/Extermination 07/21	\$	100.00
Florida Power & Light Co	3592	1800246525	FACILITY CHARGE Prem Light 20 yr Pymnts 06/21	\$	1,602.00
Florida Power & Light Co	3592	1800246533	FACILITY CHARGE Prem Light 20 yr	\$	981.00
Florida Power & Light Co	3599	1800251819	Pymnts 06/21 FACILITY CHARGE Prem Light 20 yr	\$	1,602.00
Florida Power & Light Co	3595	1800251827	Pymnts 08/21 FACILITY CHARGE Prem Light 20 yr Pymnts 08/21	\$	981.00

## Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

Vendor Name	Check Numbe	er Invoice Number	Invoice Description	_ I <u>nvoi</u>	ce Amount
Florida Power & Light Co	8032021	FPL Summary	FPL Summary 07/21	\$	4,557.46
Florida Power & Light Co	3602	07/21 FPL Summary	FPL Summary 08/21	\$	4,827.86
Hopping Green & Sams	3601	08/21 124392	General Legal Services 05/21	\$	1,422.00
Rizzetta & Company	3596	INV0000060328	District Management Services 08/21	\$	6,272.83
Rizzetta Technology Services,	3597	INV0000007809	Website & EMail Hosting Services 08/21	\$	175.00
LLC Solitude Lake Management,	3587	PI-A00627684	Fountain Maintenance 07/21	\$	239.00
LLC. Solitude Lake Management,	3587	PI-A00629010	Lake & Pond Management Services 07/21	\$	2,716.00
LLC. Solitude Lake Management,	3598	PI-A00650812	Lake & Pond Management Services 08/21	\$	2,716.00
LLC. Watson Site Development, Inc.	3603	2433	Flexible Delineators Install 08/21	\$	900.00

### Report Total

\$ 72,065.75



www.amteccorp.com

Client:	Heritage Isle at Viera Community Development District c/o Ms. Shandra Torres	Invoice No.	5697-07-21
	District Compliance Associate Rizzetta & Company, Inc. 12750 Citrus Park Lane, Suite 115 Tampa, FL 33625	Date:	July 19, 2021

For Professional Services:

Issue	Service	Fee		
\$4,975,000 Heritage Isle at Viera Community Development District (Brevard County,	Rebate Report			
Florida), Special Assessment Revenue Refunding Bonds, Series 2017 (Bank Qualified)	& Opinion	<u>\$450</u>		
Total				

Date Rec'd Rizzetta & Co., Inc. 07/23/2021								
D/M approval	RH		Date <u>8.2.21</u>					
Date entered	07	7/26/2021						
Fund 001	GL	51300	00	3203				
Check #								

Please remit the total due to AMTEC (Tax ID: 06-1308917):

Please notify AMTEC at info@amteccorp.com upon completing the transaction.

Should a check payment be sent:

AMTEC 90 Avon Meadow Lane Avon, CT 06001



BSE Consultants, Inc. 312 S. Harbor City Blvd. Melbourne, FL 32901 Phone: 321-725-3674 E-Mail: sbatchellor@bseconsult.com

Bill To:

Heritage Isle CDD Co/ Rizzetta & Company-AR 3434 Colwell Ave, Suite 200 Tampa, FL 33614

# Invoice

Invoice #:	16289
Invoice Date:	7/15/2021
Due Date:	8/14/2021
Project:	10624.03 Heritage Isle
Description	Engineering Services
Project Manager:	Ana Saunders
Service Dates:	June 2021

ltem	Description	Date	Hours	Rate	Amount
SPE05-Site Visit	Site Visit	6/30/2021	2	160.00	320.00
	6/30/21 CDD Site Visit	7/1/2021		19.60	19.60
	Date Rec'd Rizzetta & Co., Inc.         07/15/2021           D/M approval         P         Date         7/21/21           Date entered         07/16/2021         Fund         001         GL         51300         OC         3103           Check #				

Thank you for your business.

Balance Due:	\$339.60
Payments/Credits:	\$0.00
Invoice Total:	\$339.60

# INVOICE



Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

Customer #: 20634449 Invoice #: 7434665 Invoice Date: 7/1/2021 Cust PO #:

Job Number	Description		Amount
460400254	Heritage Isle at Viera CDD		16,594.50
	Landscape Maintenance		
	For July		
Dat	e Rec'd Rizzetta & Co., Inc. 06/28/2021		
D/N	approval <u> </u>		
Dat	e entered 07/06/2021		
Fur	d_001GL_53900_OC_4604		
Che	ck #		
		Total invoice amount Tax amount	16,594.50
		Balance due	16,594.50

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 407-292-9600

Please detach stub and remit with your payment

# **Payment Stub**

Customer Account#: 20634449 Invoice #: 7434665 Invoice Date: 7/1/2021 Amount Due:

\$16,594.50

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to:

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

# INVOICE



Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

Customer #: 20634449 Invoice #: 7476254 Invoice Date: 8/1/2021 Cust PO #:

Job Number	Description	Amount
460400254	Heritage Isle at Viera CDD	16,594.50
	Landscape Maintenance	
	For August	
	Date Rec'd Rizzetta & Co., Inc07/30/2021	
	D/M approval Date 8/6/21	
	Date entered 08/06/2021	
	Fund 001 GL 53900 OC 4604	
	Check #	
	Total invoice amount	16,594.50
	Tax amount Balance due	16,594.50

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 407-292-9600

Please detach stub and remit with your payment

# **Payment Stub**

Customer Account#: 20634449 Invoice #: 7476254 Invoice Date: 8/1/2021

Amount Due:

\$16,594.50

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to:

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

# Druse Landscaping & Tree Service LLC

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

# INVOICE

BILL TO	INVOICE	7672
Heritage Isles CCA	DATE	07/08/2021
	TERMS	Due on receipt
	DUE DATE	07/08/2021

#### JOB SITE Legacy BLVD

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Tree Service	Pines removed flush cut	13	215.00	2,795.00
Tree Service	Pines removed with stump. Remove mulch and sod beds.	15	275.00	4,125.00
Tree Service	Oaks removed with stump. Remove mulch and sod beds.	3	350.00	1,050.00
Tree Service	Japanese Blue Berry removed with stump. Remove mulch and sod beds	1	225.00	225.00
Tree Service	Holly removed with stump. Remove mulch and sod beds.	1	150.00	150.00
Sod	Flortam Sod per pallet	1	250.00	250.00

Thank you for your business, the greatest compliment you can give me is a referral to your family and friends. Have a great day!

BALANCE DUE

\$8,595.00

Date Rec'd Ri	zzet	ta & Co.,	, Inc	07/15/2021
D/M approval	R	H	_Dat	e <u>7/21/21</u>
Date entered		07/16/2	021	
Fund 001	GL	53900	_00_	4652
Check #				

ECOR Industries 2840 Electronics Dr Melbourne, FL 32935-2102 321-254-0930		<b>RECEIVED</b> APR 2 6 2021		INVOICE DATE: ORDER:	4/9/2021	IVOICE
Bill To: [14138] Rizzetta & Company Anthony Jeancola Heritage Isle CDD 8529 South Park Cii Orlando, FL 32819			Work Location:	[14138] Heritage Isle C Heritage Isles ( Melbourne, FL	Community	
Ork Date Time 4/9/2021 08:00 AM Purchase Order 2021-549-01394	Target Pest	Technicia Last Selvice	n Map Code 93-M38	• • • • • • • • • • • • • • • • • • •		Time In 08:00 AM Time Out 08:30 AM
fail Invoice* ees in Water Meter Box at the con tached. WO#2021-549-01394 Service	ner of Bancroft & Lega		ire scription			Price
ees in Water Meter Box at the cor tached. WO#2021-549-01394					SUBTOTAL	Price 100.00 \$100.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		De			SUBTOTAL TAX AMT. PAID	100.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		De			ТАХ	100.00 \$100.00 \$0.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		De			TAX AMT. PAID	100.00 \$100.00 \$0.00 \$0.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		De	acription	<b>0., Inc.</b> _ 04/2	TAX AMT. PAID TOTAL	100.00 \$100.00 \$0.00 \$0.00 \$100.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		De: nination of stinging insects	zzetta & C		TAX AMT. PAID TOTAL AMOUNT DUE	100.00 \$100.00 \$0.00 \$0.00 \$100.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		Det nination of stinging insects Date Rec'd Ri	zzetta & C R H	Date/	TAX AMT. PAID TOTAL AMOUNT DUE	100.00 \$100.00 \$0.00 \$0.00 \$100.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		nination of stinging insects Date Rec'd Ri D/M approval Date entered	zzetta & Co R A 07/16	Date7/ /2021	TAX AMT. PAID TOTAL AMOUNT DUE	100.00 \$100.00 \$0.00 \$0.00 \$100.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		Detention of stinging insects Date Rec'd Ri D/M approval Date entered Fund 001	zzetta & Co R A 07/16	Date7/ /2021	TAX AMT. PAID TOTAL AMOUNT DUE	100.00 \$100.00 \$0.00 \$0.00 \$100.00
ees in Water Meter Box at the con tached. WO#2021-549-01394 <b>Service</b> EE-WASP		nination of stinging insects Date Rec'd Ri D/M approval Date entered	zzetta & Co R A 07/16	Date7/ /2021	TAX AMT. PAID TOTAL AMOUNT DUE	100.00 \$100.00 \$0.00 \$0.00 \$100.00

Hiereby acknowledge the satisfactory completion of all services rendered. and agree to pay the cost of services as specified above.

2840 EI	Industries lectronics Dr rne, FL 32935- 4-0930	2102	DEC APR BY:	EIVE 2 7 2021		Ser INVOIC DATE: ORDER	4/15/2021	nvoice
Bill To:	[14138] Rizzetta & Con Anthony Jeanc Heritage Isle C 8529 South Pa Orlando, FL 32	ola DD rk Cir STE 330			Work Location:	[14138] Heritage Isle ( Heritage Isles Melbourne, FL	Community	
Work Date 4/15/2021	Time	Targ	et Pest	Technicia	n			Time In 10:00 AM
	hase Order		Terms	Last Service	Map Code	•		Time Out
*Mail Invoice*		N	ET 30	4/15/2021	93-M38			10:30 AM
Bees in Irrigat 2703 Galindo	ion box in back I Circle - Joy Oliv Service	between house ar er	nd lake at	De	scription			Price
BEE-WASP		Remo	oval /Extermination o	f stinging insects				100.00
Removed hiv	/e.	24 11					SUBTOTAL TAX AMT. PAID TOTAL	\$100.00 \$0.00 \$0.00 \$100.00
							AMOUNT DUE	\$100.00
		D/M approv Date entere	val_RH	<b>b., Inc.</b> 04/2 <b>Date7</b> /2 7/16/2021 00 <b>OC</b> 640	21/21			

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

Ø

Contraction of the

Thereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

ECOR Industries 2840 Electronics Dr Melbourne, FL 32935-2102 321-254-0930

# Service Slip/Invoice

INVOICE:	397065	
DATE:	4/15/2021	
ORDER:	397065	

Bill To: [14138]

Rizzetta & Company Inc Anthony Jeancola Heritage Isle CDD 8529 South Park Cir STE 330 Orlando, FL 32819

### Work

Location: [14138]

321-549-0953

Heritage Isle CDD Heritage Isles Community Melbourne, FL 32940

/ork Date	Time	Target Pest	Technicia	n		Time I
4/15/2021	02:00 PM					02:00 PM
	ase Order	Terms	Last Service	Map Code		Time O
	-549-01494	NET 30	4/26/2021	93-M38		03:30 PM
lail Invoice*						
ees: 3546 Band	croft Dr - near irriga	tion box - painters getting	stung WO#2021-549-0	)1494		
S	ervice		De	scription		Price
EE-WASP		Removal /Exterminatio	n of stinging insects			\$100.00
Removed hive f	rom box.				SUBTOTAL	\$100.00
					ТАХ	\$0.00
					AMT. PAID	\$0.00
		Date Rec'd Riz	zetta & Co., Inc.	05/07/2021	TOTAL	\$100.00
		D/M approval	<u> </u>	te_7/21/21		
		Date entered	07/16/2021		AMOUNT DUE	\$100.00
		Date entered _	07,10,2021			
			<u> 00</u>			
		Fund01	GLOOOO	6408		

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

PSS

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

ECOR Industries 2840 Electronics Dr Melbourne, FL 32935-2102 321-254-0930

# Service Slip/Invoice

INVOICE:	398900	
DATE:	4/26/2021	
ORDER:	398900	

Bill To: [14138]

Rizzetta & Company Inc Anthony Jeancola Heritage Isle CDD 8529 South Park Cir STE 330 Orlando, FL 32819

#### Work

Location: [14138]

321-549-0953

Heritage Isle CDD Heritage Isles Community Melbourne, FL 32940

Vork Date 4/26/2021	Time 08:00 AM	Target Pest T	echnician			Time In 08:00 AM
Purcha	se Order	Terms Last Se NET 30 4/26	ervice	Map Code 93-M38		<b>Time O</b> 08:30 AM
Mail Invoice*						
/O#2021-549-0 674 Gurrero Dr	1585 - Back irrigation v	alve box.				
Se	ervice		Desc	ription		Price
BEE-WASP		Removal /Extermination of stinging in	sects			\$100.00
Removed hive f	rom box.				SUBTOTAL	\$100.00
					TAX	\$0.00
					AMT. PAID	\$0.00
		Date Rec'd Rizzetta & Co.,	<b>Inc</b> 05	/07/2021	TOTAL	\$100.00
		$\cap II$		/21/21		
		D/M approval P P	_Date		AMOUNT DUE	\$100.00
		Date entered 07/16/2	.021			¢100.00
		Fund 001 GL 57900	<b>OC</b> 64	.08		

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

PSS

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

Service Slip/Invoice **ECOR Industries** INVOICE: 404707 2840 Electronics Dr DATE: 7/22/2021 Melbourne, FL 32935-2102 ORDER: 404707 321-254-0930 AUG - 2 2021 Work 321-549-0953 [14138] [14138] Bill To: Location Heritage Isle CDD Rizzetta & Company Inc Heritage Isles Community Anthony Jeancola Melbourne, FL 32940 Heritage Isle CDD 8529 South Park Cir STE 330 Orlando, FL 32819 Work Date Time **Target Pest** Technician Time In 7/22/2021 08:00 AM 08:00 AM Last Service Purchase Order Map Code Time Out Terms NET 30 7/22/2021 93-M38 08:30 AM \*Mail Invoice\* Valve box behind 3810 Funston Cir. Price Service Description BEE-WASP Removal /Extermination of stinging insects \$100.00 Removed 2 hives from 2 boxes. SUBTOTAL \$100.00 \$0.00 TAX AMT. PAID \$0.00 TOTAL \$100.00 AMOUNT DUE \$100.00 Date Rec'd Rizzetta & Co., Inc. 08/04/2021 D/M approval \_\_\_\_\_ Date 8/6/21 Date entered 08/06/2021 Fund 001 GL 57900 **OC** 6408 Check #

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

1800246525 1 of 1

4,1,1500,640106,6800013324,1800246525,9,0000160200 Please mail this portion with your check

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614

#### /4115006401066800013324180024652590000160200

 Cust. No.:6800013324
 Inv. No.:1800246525

 This Month's Charges
 Amount Due

 Past Due After
 This Invoice

 07/01/2021
 \$ 1,602.00

Please see payment options and instructions at the bottom of this invoice.

FPL General Mail Facility Miami FL 33188-0001

Florida Power & Light Company

Invoice Customer Name and Address

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614 Federal Tax Id.#: 59-0247775

Customer Number:	6800013324
Invoice Number:	1800246525
Invoice Date:	06/01/2021

4,1,1500,640106,6800013324,1800246525,9,0000160200 Please retain this portion for your records

#### CURRENT CHARGES AND CREDITS Customer No: 6800013324 Invoice No: 1800246525

Description		Amount
PREMIUM LIGHTING 20 YR CONTRACT MONTH	HLY BILLING	1,602.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	<b>Total Amount Due</b> This Month's Charges Pa	<b>\$1,602.00</b> st Due After 07/01/2021

Date Rec'd Rizzetta & Co., Inc. 07/12/2021					
D/M approval	k	?. H	_ Date	7/21/21	
Date entered	07	7/16/202	1		
Fund 001	GL_	53100	_00_	4307	
Check #					

#### Wire & ACH Payments

Account Name: Florida Power & Light Co. Bank Name: Bank of America Account Number: 3750132076 WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593 ACH Only: City/State: Dallas, TX ABA No.: 111-000-012 Please include the invoice number in the payment reference

#### Check Payments

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

#### General Mail Facility Miami FL 33188-0001

1800246533 1 of 1

4,1,1500,640106,6800013324,1800246533,0,0000098100 Please mail this portion with your check

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614

/411500640106680001332418002465330000	0048100
---------------------------------------	---------

Cust. No.:6800013324Inv. No.:1800246533This Month's ChargesAmount DuePast Due AfterThis Invoice07/01/2021\$ 981.00

Please see payment options and instructions at the bottom of this invoice.

FPL General Mail Facility Miami FL 33188-0001

Florida Power & Light Company

Invoice Customer Name and Address

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614 Federal Tax Id.#: 59-0247775

Customer Number:	6800013324
Invoice Number:	1800246533
Invoice Date:	06/01/2021

4,1,1500,640106,6800013324,1800246533,0,0000098100 Please retain this portion for your records

#### CURRENT CHARGES AND CREDITS Customer No: 6800013324 Invoice No: 1800246533

Description	Amount	
PREMIUM LIGHTING 20 YR CONTRACT MONTHLY BILLING		981.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	<b>Total Amount Due</b> This Month's Charges Pa	<b>\$981.00</b> st Due After 07/01/2021

Date Rec'd R				
D/M approval	_	RH	_ Date	7/21/21
Date entered		07/16/2	021	
Fund 001	GL	53100	_00_	4307
Check #				

#### Wire & ACH Payments

Account Name: Florida Power & Light Co. Bank Name: Bank of America Account Number: 3750132076 WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593 ACH Only: City/State: Dallas, TX ABA No.: 111-000-012 Please include the invoice number in the payment reference

#### **Check Payments**

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

#### General Mail Facility Miami FL 33188-0001

#### 1800251819 1 of 1

4,1,1500,640106,6800013324,1800251819,0,0000160200 Please mail this portion with your check

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614

Cust. No.:6800013324	Inv. No.:1800251819
This Month's Charges	Amount Due
Past Due After	This Invoice
08/31/2021	\$ 1,602.00

Please see payment options and instructions at the bottom of this invoice.

FPL General Mail Facility Miami FL 33188-0001

/4112006401066800013324180025181900000160200

AUG - 5 2021

Florida Power & Light Company

Invoice Customer Name and Address

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614 Federal Tax Id.#: 59-0247775

Customer Number:	6800013324
Invoice Number:	1800251819
Invoice Date:	08/01/2021

4,1,1500,640106,6800013324,1800251819,0,0000160200 Please retain this portion for your records

#### CURRENT CHARGES AND CREDITS Customer No: 6800013324 Invoice No: 1800251819

Description		Amount
PREMIUM LIGHTING 20 YR CONTRACT M	ONTHLY BILLING	1,602.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	Total Amount Due This Month's Charges Pas	<b>\$1,602.00</b> st Due After 08/31/2021

Date Rec'd Rizzetta & Co., Inc					08/05/2021
D/M approval			RH	_ Date	8/6/21
Date entered		08/06/2021			
Fund_	001	GL_	53100	_00_	4307
Check	#				

#### Wire & ACH Payments

Account Name: Florida Power & Light Co. Bank Name: Bank of America Account Number: 3750132076 WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593 ACH Only: City/State: Dallas, TX ABA No.: 111-000-012 Please include the invoice number in the payment reference

#### **Check Payments**

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

General Mail Facility Miami FL 33188-0001

1800251819 1 of 1

#### 1800251827 1 of 1

4,1,1500,640106,6800013324,1800251827,0,0000098100 Please mail this portion with your check

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614

# /4]]200640]0668000]3354]80052]85200000048]00

Cust. No.:6800013324	Inv. No.:1800251827
This Month's Charges	Amount Due
Past Due After	This Invoice
08/31/2021	\$ 981.00

Please see payment options and instructions at the bottom of this invoice.

FPL General Mail Facility Miami FL 33188-0001 RECEIVED AUG - 5 2021

Florida Power & Light Company

Invoice Customer Name and Address

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614 Federal Tax Id.#: 59-0247775

<b>Customer Number:</b>	6800013324
Invoice Number:	1800251827
Invoice Date:	08/01/2021

4,1,1500,640106,6800013324,1800251827,0,0000098100 Please retain this portion for your records

## CURRENT CHARGES AND CREDITS Customer No: 6800013324 Invoice No: 1800251827

Description		Amount
PREMIUM LIGHTING 20 YR CONTRACT M	IONTHLY BILLING	981.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	Total Amount Due This Month's Charges Pas	<b>\$981.00</b> t Due After 08/31/2021

Date Rec'd Rizzetta & Co., Inc08/05/2021					
D/M approval	R	H	Date	8/6/21	
Date entered		08/06/2	021		
Fund 001	GL_	53100	00_	4307	
Check #					

#### Wire & ACH Payments

Account Name: Florida Power & Light Co. Bank Name: Bank of America Account Number: 3750132076 WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593 ACH Only: City/State: Dallas, TX ABA No.: 111-000-012 Please include the invoice number in the payment reference

#### **Check Payments**

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

General Mail Facility Miami FL 33188-0001

Heritage Isle at Viera	Florida Po	wer & Light Company Summary	July 202	21
Date 7/	14/2021	Due Date	e 08/04/21	1
Period Covered 06	6/14/2021-07/14/202	21		
Account Number	GL Account	Location		Amount
11699-74381 47818-03004 57620-18553	4307 4301 4307	Decorative Lgtng-L 6813 Legacy Blvd # Pump Decorative Lgtng # Heritage Isle	\$	1,371.24 1,625.82 1,202.61
69877-97013	4301	6494 Legacy Blvd # Irr	\$	357.79 <b>4,557.46</b>
	53100-43 53100-43	5		\$2,573.85 <u>\$1,983.61</u> <b>\$4,557.46</b>

Date Rec'd Ri		a & Co.,	Inc.	07/16/	2021
D/M approval	R	A	_Dat	e_7/21	/21
Date entered	(	07/16/202	21		
Fund 001	GL_	53100	_00		\$2,573.85
Check #				4301	\$1,983.61



**Electric Bill Statement** 

For: Jun 14, 2021 to Jul 14, 2021 (30 days) Statement Date: Jul 14, 2021 Account Number: 11699-74381 Service Address: DECORATIVE LGTNG # HERITAGE ISLE-L MELBOURNE, FL 32940

# HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

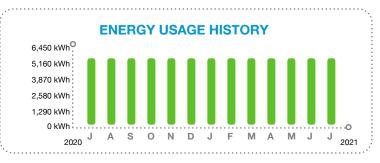
# **CURRENT BILL**

# \$1,371.24

TOTAL AMOUNT YOU OWE

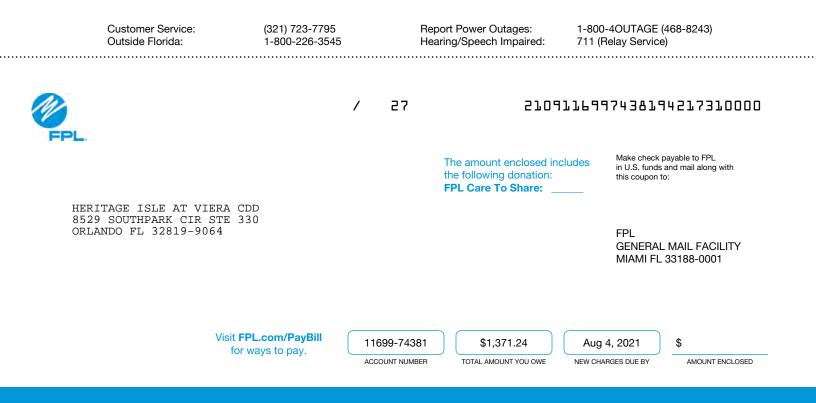
# Aug 4, 2021 NEW CHARGES DUE BY

BILL SUMMAF	RY
Amount of your last bill	1,371.24
Payments received	-1,371.24
Balance before new charges	0.00
Total new charges	1,371.24
Total amount you owe	\$1,371.24
(Se	e page 2 for bill details.)



#### **KEEP IN MIND**

- Payment received after October 05, 2021 is considered LATE; a late payment charge of 1% will apply.
- "Your Decorative Streetlight account is billed on rate PL-1"
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.





Amount of your last bill

**New Charges** 

Payment received - Thank you

Balance before new charges

1.371.24

-1,371.24

\$0.00

#### **METER SUMMARY**

Next bill date Aug 13, 2021.	
Usage Type	Usage
Total kWh used	5840

### **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Jul 14, 2021	Jun 14, 2021	Jul 14, 2020
kWh Used	5840	5840	5840
Service days	30	32	32
kWh/day	195	183	183
Amount	\$1,371.24	\$1,371.24	\$1,332.44

Rate: SL	-1 STREET	LIGHTING	SERVICE

Total amount you owe		\$1,371.24
Total new charges		\$1,371.24
Taxes and charges	85.62	
Gross receipts tax Franchise charge	8.89 76.73	
Electric service amount **	1,285.62	

**BILL DETAILS** 

\*\* Your electric service amount includes the following charges:

Non-fuel energy charge:

Fuel charge:

\$0.031940 per kWh \$0.027510 per kWh

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Learn more >



ESLA

For: 06-14-2021 to 07-14-2021 (30 days) kWh/Day: 195 Service Address: DECORATIVE LGTNG # HERITAGE ISLE-L MELBOURNE, FL 32940

#### **Detail of Rate Schedule Charges for Street Lights**

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
ZLTHERI Energy Non-energy Maintenance	175	14400	F	80	2.230000 9.390000	5,840	178.40 751.20
ZPLHERI Non-energy Fixtures				40	4.690000		187.60

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



HERITAGE ISLE AT VIERA CDD 8529 SOUTHPARK CIR STE 330 ORLANDO FL 32819-9064

For: 06-14-2021 to 07-14-2021 (30 days) kWh/Day: 195 Service Address: DECORATIVE LGTNG # HERITAGE ISLE-L MELBOURNE, FL 32940

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
	Energy sub total Non-energy sub total					178.40 938.80	
					Sub total	5,840	1,117.20
Energy conservation cost recovery Capacity payment recovery charge Environmental cost recovery charge Storm protection recovery charge Fuel charge Electric service amount Gross receipts tax incr Franchise charge			2.45 0.93 1.58 2.80 160.66 <b>1,285.62</b> 8.89 76.73				
Total				5,840	1,371.24		

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER





#### FPL.com Page 1

**Electric Bill Statement** 

For: Jun 14, 2021 to Jul 14, 2021 (30 days) Statement Date: Jul 14, 2021 Account Number: 47818-03004 Service Address: 6813 LEGACY BLVD # PUMP MELBOURNE, FL 32940

# HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

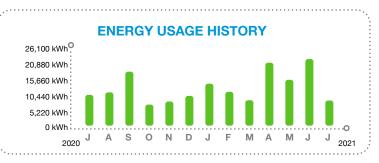
# **CURRENT BILL**

# \$1,625.82

TOTAL AMOUNT YOU OWE

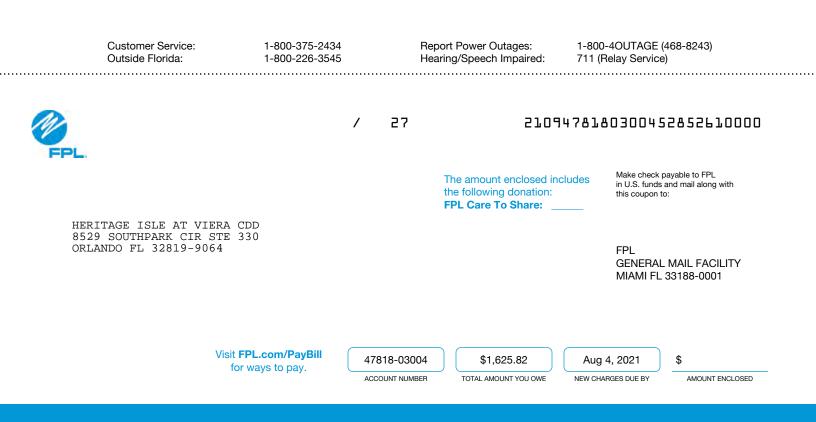
# Aug 4, 2021 NEW CHARGES DUE BY

BILL SUMMARY	
Amount of your last bill	2,432.75
Payments received	-2,432.75
Balance before new charges	0.00
Total new charges	1,625.82
Total amount you owe	\$1,625.82
(See page	e 2 for bill details.)



#### **KEEP IN MIND**

Payment received after October 05, 2021 is considered LATE; a late payment charge of 1% will apply.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 47818-03004 CDD

**BILL DETAILS** Amount of your last bill 2,432.75 Payment received - Thank you -2,432.75 Balance before new charges \$0.00 **New Charges** Rate: GSD-1 GENERAL SERVICE DEMAND Customer charge: \$26.48 \$210.59 Non-fuel: (\$0.023540 per kWh) \$253.71 Fuel: (\$0.028360 per kWh) Demand: (\$11.30 per KW) \$1,005.70 Electric service amount 1,496.48 Gross receipts tax 38.37 Franchise charge 90.97 Taxes and charges 129.34 \$1.625.82 Total new charges \$1,625.82 Total amount you owe

#### **METER SUMMARY**

Meter reading - Meter KNL7327. Next meter reading Aug 13, 2021.

Usage Type	Current	-	Previous	=	Usage
kWh used	52561		43615		8946
Demand KW	88.72				89

# **ENERGY USAGE COMPARISON**

FPL.com Page 2

	This Month	Last Month	Last Year
Service to	Jul 14, 2021	Jun 14, 2021	Jul 14, 2020
kWh Used	8946	23706	10955
Service days	30	32	32
kWh/day	298	740	342
Amount	\$1,625.82	\$2,519.45	\$1,767.67

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#### FPL.com Page 1

**Electric Bill Statement** 

For: Jun 14, 2021 to Jul 14, 2021 (30 days) Statement Date: Jul 14, 2021 Account Number: 57620-18553 Service Address: **DECORATIVE LGTNG # HERITAGE ISLE** MELBOURNE, FL 32940

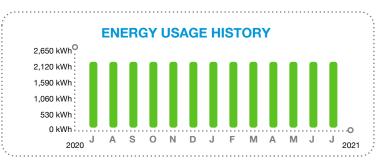
# HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

# **CURRENT BILL**

# **\$1,202.61** TOTAL AMOUNT YOU OWE

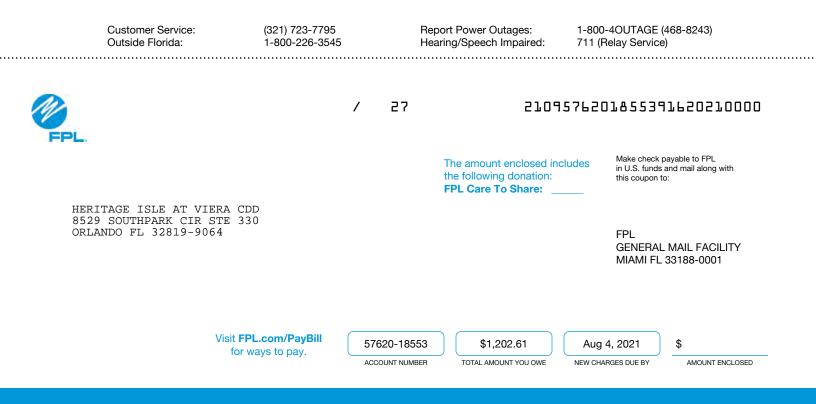
# Aug 4, 2021 NEW CHARGES DUE BY

BILL SUMMARY	<b>,</b>
Amount of your last bill	1,202.61
Payments received	-1,202.61
Balance before new charges	0.00
Total new charges	1,202.61
Total amount you owe	\$1,202.61
(See	page 2 for bill details.)



#### **KEEP IN MIND**

- Payment received after October 05, 2021 is considered LATE; a late payment charge of 1% will apply.
- "Your Decorative Streetlight account is billed on rate PL-1"
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 57620-18553 CDD

**BILL DETAILS** Amount of your last bill 1.202.61 -1,202.61 Payment received - Thank you Balance before new charges \$0.00 **New Charges** Rate: SL-1 STREET LIGHTING SERVICE Electric service amount \* 1,131.69 3.63 Gross receipts tax Franchise charge 67.29 Taxes and charges 70.92 Total new charges \$1,202.61 Total amount you owe \$1,202.61

\*\* Your electric service amount includes the following charges:

Non-fuel energy charge:

Fuel charge:

\$0.031940 per kWh \$0.027510 per kWh

Next bill date Aug 13, 2021.	
Usage Type	Usage
Total kWh used	2378

#### **ENERGY USAGE COMPARISON**

FPL.com Page 2

	This Month	Last Month	Last Year
Service to	Jul 14, 2021	Jun 14, 2021	Jul 14, 2020
kWh Used	2378	2378	2378
Service days	30	32	32
kWh/day	79	74	74
Amount	\$1,202.61	\$1,202.61	\$1,187.07

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## FPL.com/CareToShare

## Hot tips to lower bills

With FPL smart tools, you can get hot tips to stay cool and lower your bill, even as hot weather makes your A/C work overtime.

#### FPL.com/BusinessManager



ESLA

For: 06-14-2021 to 07-14-2021 (30 days) kWh/Day: 79 Service Address: DECORATIVE LGTNG # HERITAGE ISLE MELBOURNE, FL 32940

#### **Detail of Rate Schedule Charges for Street Lights**

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
ZLTHSLE Energy Non-energy Maintenance	70	6300	F	40	0.890000 7.880000	1,160	35.60 315.20
ZLTHSLL Energy Non-energy Maintenance	70	6300	F	42	0.890000	1,218	37.38 278.88
ZPLHSLE Non-energy Fixtures				20	10.510000		210.20
ZPLHSLL Non-energy Fixtures				21	8.850000		185.85

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



HERITAGE ISLE AT VIERA CDD 8529 SOUTHPARK CIR STE 330 ORLANDO FL 32819-9064

For: 06-14-2021 to 07-14-2021 (30 days) kWh/Day: 79 Service Address: DECORATIVE LGTNG # HERITAGE ISLE MELBOURNE, FL 32940

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
	Energy sub total Non-energy sub total			72.98 990.13			
					Sub total	2,378	1,063.11
Energy conservation cost recovery Capacity payment recovery charge Environmental cost recovery charge Storm protection recovery charge Fuel charge Electric service amount Gross receipts tax incr Franchise charge			1.00 0.38 0.64 1.14 65.42 <b>1,131.69</b> 3.63 67.29				
Total				2,378	1,202.61		

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER





#### FPL.com Page 1

Electric Bill Statement

For: Jun 14, 2021 to Jul 14, 2021 (30 days) Statement Date: Jul 14, 2021 Account Number: 69877-97013 Service Address: 6494 LEGACY BLVD # IRR MELBOURNE, FL 32940

# HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

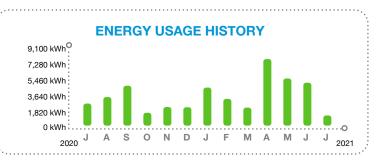
# **CURRENT BILL**

\$357.79

TOTAL AMOUNT YOU OWE

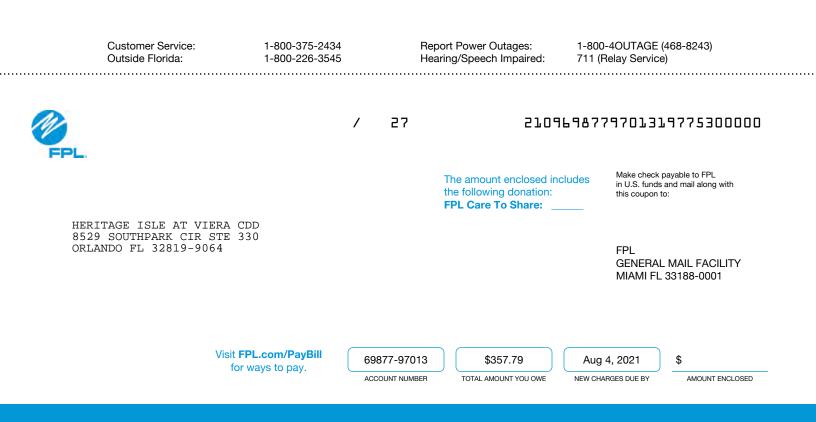
# Aug 4, 2021 NEW CHARGES DUE BY

BILL SUMMARY	
Amount of your last bill	856.75
Payments received	-856.75
Balance before new charges	0.00
Total new charges	357.79
Total amount you owe	\$357.79
(See page	e 2 for bill details.)



#### **KEEP IN MIND**

 Payment received after October 05, 2021 is considered LATE; a late payment charge of 1% will apply.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 69877-97013 CDD

BILL DETAILS	S	
Amount of your last bill Payment received - Thank you Balance before new charges		856.75 -856.75 \$0.00
New Charges Rate: GSD-1 GENERAL SERVICE DEMAND Customer charge: Non-fuel: (\$0.023540 per kWh) Fuel: (\$0.028360 per kWh) Demand: (\$11.30 per KW)	\$26.48 \$29.73 \$35.82 \$237.30	
Electric service amount	329.33	
Gross receipts tax Franchise charge	8.44 20.02	
Taxes and charges	28.46	
Total new charges		\$357.79
Total amount you owe		\$357.79

**METER SUMMARY** 

Meter reading - Meter KJL5777. Next meter reading Aug 13, 2021.

Usage Type	Current	<ul> <li>Previous</li> </ul>	=	Usage
kWh used	04857	03594		1263
Demand KW	21.15			21

# **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Jul 14, 2021	Jun 14, 2021	Jul 14, 2020
kWh Used	1263	5322	2740
Service days	30	32	32
kWh/day	42	166	85
Amount	\$357.79	\$856.75	\$798.53

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#### FPL.com/SolarTogether

# Help others in need

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## FPL.com/CareToShare

### Hot tips to lower bills

With FPL smart tools, you can get hot tips to stay cool and lower your bill, even as hot weather makes your A/C work overtime.

#### FPL.com/BusinessManager

Heritage Isle at Viera	Florida Po	wer & Light Company Summary	August	August 2021	
Date 8/	13/2021	Due I	Date 09/03/2 <sup>,</sup>	1	
Period Covered 07	//14/2021-08/13/202	21			
Account Number	GL Account	Location		Amount	
11699-74381 47818-03004 57620-18553 69877-97013	4307 4301 4307 4301	Decorative Lgtng-L 6813 Legacy Blvd # Pump Decorative Lgtng # Heritage Isle 6494 Legacy Blvd # Irr	\$ <b>\$</b>	1,371.24 1,905.17 1,202.61 348.84 <b>4,827.86</b>	
	53100-43 53100-43			\$2,573.85 <u>\$2,254.01</u> <b>\$4,827.86</b>	

Date Rec'd Ri			Inc	08/16/	2021	
D/M approval		RH	Date	8/23/	/21	
Date entered		08/19/	2021			
Fund 001	GL	53100	OC_	4307		,573.85
Check #				4301	\$2	,254.01



#### FPL.com Page 1

Electric Bill Statement

For: Jul 14, 2021 to Aug 13, 2021 (30 days) Statement Date: Aug 13, 2021 Account Number: 11699-74381 Service Address: DECORATIVE LGTNG # HERITAGE ISLE-L MELBOURNE, FL 32940

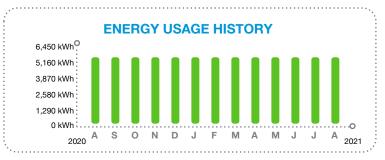
# HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

# **CURRENT BILL**

**\$1,371.24** TOTAL AMOUNT YOU OWE

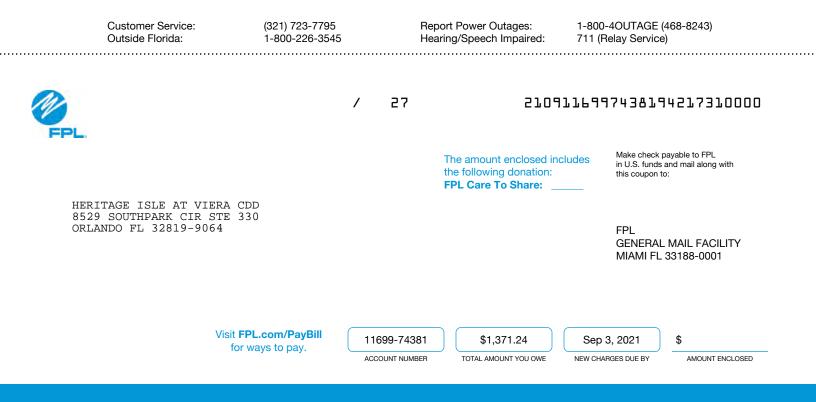
# Sep 3, 2021 NEW CHARGES DUE BY

1,371.24
-1,371.24
0.00
1,371.24
\$1,371.24
bill details.)



#### **KEEP IN MIND**

- Payment received after November 03, 2021 is considered LATE; a late payment charge of 1% will apply.
- "Your Decorative Streetlight account is billed on rate PL-1"
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.





Amount of your last bill

New Charges

Payment received - Thank you

Balance before new charges

1.371.24

-1,371.24

\$0.00

#### **METER SUMMARY**

Next bill date Sep 14, 2021.	
Usage Type	Usage
Total kWh used	5840

### **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Aug 13, 2021	Jul 14, 2021	Aug 13, 2020
kWh Used	5840	5840	5840
Service days	30	30	30
kWh/day	195	195	195
Amount	\$1,371.24	\$1,371.24	\$1,332.44

•	
Rate: SL-1 STREET	LIGHTING SERVICE

Total amount you owe		\$1,371.24
Total new charges		\$1,371.24
Taxes and charges	85.62	
Gross receipts tax Franchise charge	8.89 76.73	
Electric service amount **	1,285.62	

**BILL DETAILS** 

\*\* Your electric service amount includes the following charges:

Non-fuel energy charge:

Fuel charge:

\$0.031940 per kWh \$0.027510 per kWh

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ESLA

For: 07-14-2021 to 08-13-2021 (30 days) kWh/Day: 195 Service Address: DECORATIVE LGTNG # HERITAGE ISLE-L MELBOURNE, FL 32940

#### **Detail of Rate Schedule Charges for Street Lights**

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
ZLTHERI Energy Non-energy Maintenance	175	14400	F	80	2.230000 9.390000	5,840	178.40 751.20
ZPLHERI Non-energy Fixtures				40	4.690000		187.60

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



HERITAGE ISLE AT VIERA CDD 8529 SOUTHPARK CIR STE 330 ORLANDO FL 32819-9064

For: 07-14-2021 to 08-13-2021 (30 days) kWh/Day: 195 Service Address: DECORATIVE LGTNG # HERITAGE ISLE-L MELBOURNE, FL 32940

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
	Energy sub total Non-energy sub total						178.40 938.80
					Sub total	5,840	1,117.20
Energy conservation cost recovery Capacity payment recovery charge Environmental cost recovery charge Storm protection recovery charge Fuel charge <b>Electric service amount</b> Gross receipts tax incr Franchise charge					2.45 0.93 1.58 2.80 160.66 <b>1,285.62</b> 8.89 76.73		
Total				5,840	1,371.24		

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER





#### FPL.com Page 1

Electric Bill Statement

For: Jul 14, 2021 to Aug 13, 2021 (30 days) Statement Date: Aug 13, 2021 Account Number: 47818-03004 Service Address: 6813 LEGACY BLVD # PUMP MELBOURNE, FL 32940

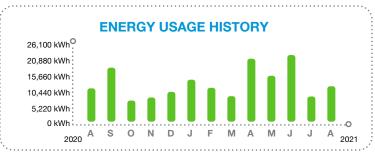
# HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

# **CURRENT BILL**

**\$1,905.17** TOTAL AMOUNT YOU OWE

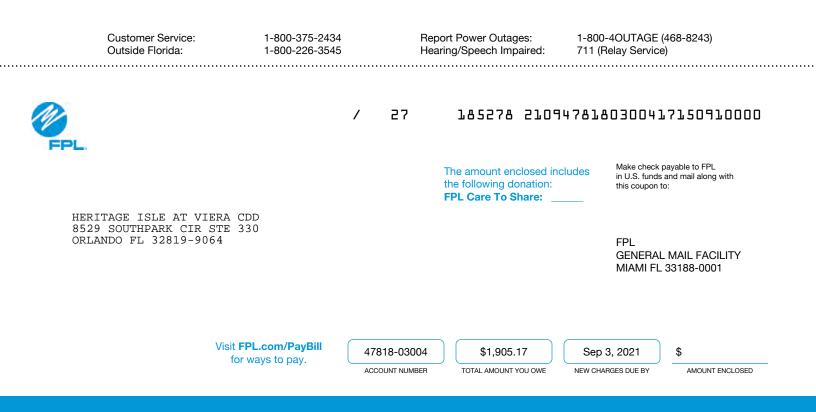
Sep 3, 2021 NEW CHARGES DUE BY Pay \$1,852.78 instead of \$1,905.17 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. FPL.com/BB

BILL SUMM	IARY
Amount of your last bill	1,625.82
Payments received	-1,625.82
Balance before new charges	0.00
Total new charges	1,905.17
Total amount you owe	\$1,905.17
	(See page 2 for bill details.)



#### **KEEP IN MIND**

- Enroll now in FPL Budget Billing when you pay \$1,852.78 by your due date instead of \$1,905.17. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after November 03, 2021 is considered LATE; a late payment charge of 1% will apply.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 47818-03004 CDD

**BILL DETAILS** Amount of your last bill 1.625.82 Payment received - Thank you -1,625.82 Balance before new charges \$0.00 **New Charges** Rate: GSD-1 GENERAL SERVICE DEMAND Customer charge: \$26.48 \$296.46 Non-fuel: (\$0.023540 per kWh) (\$0.028360 per kWh) \$357.17 Fuel: Demand: (\$11.30 per KW) \$1,073.50 Electric service amount 1,753.61 Gross receipts tax 44.96 Franchise charge 106.60 Taxes and charges 151.56 \$1.905.17 Total new charges \$1,905.17 Total amount you owe

#### **METER SUMMARY**

Meter reading - Meter KNL7327. Next meter reading Sep 14, 2021.

Usage Type	Current	-	Previous	=	Usage
kWh used	65155		52561		12594
Demand KW	95.45				95

# **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Aug 13, 2021	Jul 14, 2021	Aug 13, 2020
kWh Used	12594	8946	11846
Service days	30	30	30
kWh/day	419	298	394
Amount	\$1,905.17	\$1,625.82	\$1,824.21

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#### FPL.com Page 1

**Electric Bill Statement** 

For: Jul 14, 2021 to Aug 13, 2021 (30 days) Statement Date: Aug 13, 2021 Account Number: 57620-18553 Service Address: **DECORATIVE LGTNG # HERITAGE ISLE** MELBOURNE, FL 32940

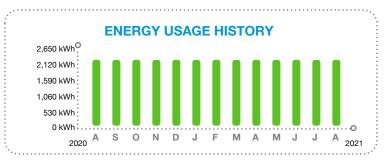
# HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

# **CURRENT BILL**

# **\$1,202.61** TOTAL AMOUNT YOU OWE

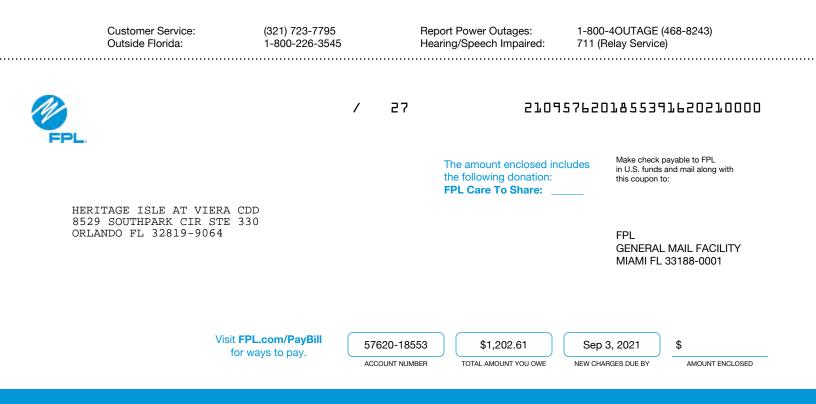
# Sep 3, 2021 NEW CHARGES DUE BY

BILL SUM	MARY
Amount of your last bill	1,202.61
Payments received	-1,202.61
Balance before new charges	0.00
Total new charges	1,202.61
Total amount you owe	\$1,202.61
	(See page 2 for bill details.)



#### **KEEP IN MIND**

- Payment received after November 03, 2021 is considered LATE; a late payment charge of 1% will apply.
- "Your Decorative Streetlight account is billed on rate PL-1"
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 57620-18553 CDD

**BILL DETAILS** Amount of your last bill 1.202.61 -1,202.61 Payment received - Thank you Balance before new charges \$0.00 **New Charges** Rate: SL-1 STREET LIGHTING SERVICE Electric service amount \* 1,131.69 3.63 Gross receipts tax Franchise charge 67.29 Taxes and charges 70.92 Total new charges \$1,202.61 Total amount you owe \$1,202.61

\*\* Your electric service amount includes the following charges:

Non-fuel energy charge:

Fuel charge:

\$0.031940 per kWh \$0.027510 per kWh

Next bill date Sep 14, 2021.	
Usage Type	Usage
Total kWh used	2378

#### **ENERGY USAGE COMPARISON**

FPL.com Page 2

	This Month	Last Month	Last Year
Service to	Aug 13, 2021	Jul 14, 2021	Aug 13, 2020
kWh Used	2378	2378	2378
Service days	30	30	30
kWh/day	79	79	79
Amount	\$1,202.61	\$1,202.61	\$1,187.07

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#### FPL.com/SolarTogether

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#### FPL.com/BusinessManager

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## FPL.com/CareToShare



ESLA

For: 07-14-2021 to 08-13-2021 (30 days) kWh/Day: 79 Service Address: DECORATIVE LGTNG # HERITAGE ISLE MELBOURNE, FL 32940

#### **Detail of Rate Schedule Charges for Street Lights**

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
ZLTHSLE Energy Non-energy Maintenance	70	6300	F	40	0.890000 7.880000	1,160	35.60 315.20
ZLTHSLL Energy Non-energy Maintenance	70	6300	F	42	0.890000 6.640000	1,218	37.38 278.88
ZPLHSLE Non-energy Fixtures				20	10.510000		210.20
ZPLHSLL Non-energy Fixtures				21	8.850000		185.85

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



HERITAGE ISLE AT VIERA CDD 8529 SOUTHPARK CIR STE 330 ORLANDO FL 32819-9064

For: 07-14-2021 to 08-13-2021 (30 days) kWh/Day: 79 Service Address: DECORATIVE LGTNG # HERITAGE ISLE MELBOURNE, FL 32940

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
Energy sub total Non-energy sub total							72.98 990.13
					Sub total	2,378	1,063.11
	Sub total Energy conservation cost recovery Capacity payment recovery charge Environmental cost recovery charge Storm protection recovery charge Fuel charge Electric service amount Gross receipts tax incr Franchise charge			1.00 0.38 0.64 1.14 65.42 <b>1,131.69</b> 3.63 67.29			
					Total	2,378	1,202.61

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER





#### FPL.com Page 1

Electric Bill Statement

For: Jul 14, 2021 to Aug 13, 2021 (30 days) Statement Date: Aug 13, 2021 Account Number: 69877-97013 Service Address: 6494 LEGACY BLVD # IRR MELBOURNE, FL 32940

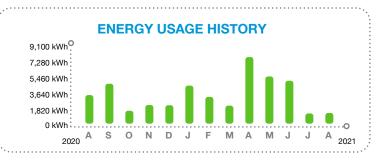
### HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

## **CURRENT BILL**

**\$348.84** TOTAL AMOUNT YOU OWE

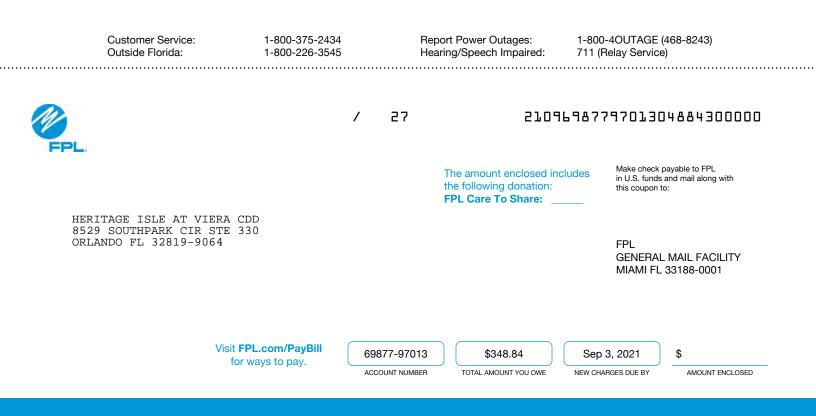
### Sep 3, 2021 NEW CHARGES DUE BY

357.79
-357.79
0.00
348.84
\$348.84
or bill details.)



#### **KEEP IN MIND**

 Payment received after November 03, 2021 is considered LATE; a late payment charge of 1% will apply.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 69877-97013 CDD

**BILL DETAILS** Amount of your last bill 357.79 Payment received - Thank you -357.79 Balance before new charges \$0.00 **New Charges** Rate: GSD-1 GENERAL SERVICE DEMAND Customer charge: \$26.48 \$31.12 Non-fuel: (\$0.023540 per kWh) (\$0.028360 per kWh) \$37.49 Fuel: Demand: (\$11.30 per KW) \$226.00 Electric service amount 321.09 Gross receipts tax 8.23 Franchise charge 19.52 Taxes and charges 27.75 Total new charges \$348.84 \$348.84 Total amount you owe

### **METER SUMMARY**

Meter reading - Meter KJL5777. Next meter reading Sep 14, 2021.

Usage Type	Current	-	Previous	=	Usage
kWh used	06179		04857		1322
Demand KW	20.21				20

### **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Aug 13, 2021	Jul 14, 2021	Aug 13, 2020
kWh Used	1322	1263	3546
Service days	30	30	30
kWh/day	44	42	118
Amount	\$348.84	\$357.79	\$850.82

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#### FPL.com/BusinessManager

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### FPL.com/CareToShare

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

FPL.com Page 2

# Hopping Green & Sams Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

=====	======	======================================	=========	.========
		June 30, 2021		
Heritage Isl	e at Viera	•	Bill Number	174397
3434 Colwe				05/31/2021
Tampa, FL		, calco 200 2	eu an eugn	00,01,2021
General Co	ounsel /	Monthly Meeting		
HISLE	00001	WSH		
FOR PROF	ESSION/	AL SERVICES RENDERED		
05/05/21	WSH	Review and respond to correspondence regarding unauthorized planting CDD property.	gs on	0.30 hrs
05/07/21	WSH	Review correspondence regarding covenant enforcement.		0.20 hrs
05/07/21	KFJ	Distribute legislative newsletter.		0.10 hrs
05/11/21	WSH	Review and respond to correspondence regarding fruit trees.		0.30 hrs
05/13/21	WSH	Confer with Hernandez regarding letter to resident and sidewalk owners	ship.	0.20 hrs
05/14/21	WSH	Review and revise budget approval resolution.		0.30 hrs
05/24/21	WSH	Prepare for Board meeting.		0.50 hrs
05/25/21	WSH	Prepare for and participate in Board meeting.		4.20 hrs
	Total fee	s for this matter		\$1,422.00

## MATTER SUMMARY

Jusevitch, Karen F Paralegal Haber, Wesley S.	0.10 hrs 6.00 hrs	120 /hr 235 /hr	\$12.00 \$1,410.00
TOTAL FEES			\$1,422.00
TOTAL CHARGES FOR THIS MATTER			\$1,422.00
BILLING SUMMARY			
Jusevitch, Karen F Paralegal Haber, Wesley S.	0.10 hrs 6.00 hrs	120 /hr 235 /hr	\$12.00 \$1,410.00
TOTAL FEES			\$1,422.00
TOTAL CHARGES FOR THIS BILL			\$1,422.00

# Please include the bill number with your payment.

Date Rec'd Ri	zzetta & Co., I		
D/M approval	RH	Date	8/18/21
Date entered	08/13/2021		
Fund 001	GL_51400	OC_	3107
Check #			

Invoice
Invoice #

 Date
 Invoice #

 8/1/2021
 INV0000060328

Bill To:

HERITAGE ISLE AT VIERA CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Terms		Clie	ent Number
	August	Upon Re	eceipt	00485	
Description		Qty	Rate		Amount
Chook #	Date         8/6/21           /2021	0 .33 0	\$1,73 \$43	7.50	\$2,932.50 \$517.50 \$1,735.33 \$437.50 \$650.00
1		Subtotal		I	\$6,272.83
		Total			\$6,272.83

Date	Invoice #
8/1/2021	INV000007809

Bill To:

HERITAGE ISLE AT VIERA CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Terms	s	Cli	ent Number
	August			00	0485
Description		Qty	Rate		Amount
EMail Accounts, Admin & Maintenance Website Compliance and Management Date Rec'd Rizzetta & Co., In D/M approval Date entered Fund GL Check #	Date_8/6/21	5 1		5.00	\$75.00 \$100.00
		Subtotal			\$175.00
	_	Total			\$175.00



Voice: (888) 480-5253 Fax: (888) 358-0088

### **INVOICE**

Invoice Number:PI-A00627684Invoice Date:07/01/21

PROPERTY:

Heritage Isle at Viera CDD

SOLD TO: Heritage Isle at Viera CDD Rizzetta and Company 8529 South Park Circle #330 Orlando, FL 32819

	CUSTOMER ID	CUSTOMER PO	Payment Terms		
	0523780		N	let 30	
	Sales Rep ID	Shipment Method	Ship Date	D	ue Date
	Josh F. McGarry			C	)7/31/21
Qty	Item / Description		UOM U	nit Price	Extension
1	07/01/21 - 09	I Management Services SVR14208 9/30/21 intenance Services		239.00	239.00

Date Rec'd Ri	zzetta & Co., I	Inc	07/08/2021
D/M approval	RH	Date	7/13/21
Date entered	07/09/202	1	
Fund 001	GL_53800	0C_	4601
Check #			

	Subtotal	239.00
PLEASE REMIT PAYMENT TO:	Sales Tax	0.00
1320 Brookwood Drive, Suite H Little Rock, AR 72202	Total Invoice	239.00
	Payment Received	0.00
	TOTAL	239.00

		INVOICE
SOLITUDE	Invoice Number: Invoice Date:	PI-A00629010 07/01/21
Voice: (888) 480-5253 Fax: (888) 358-0088	PROPERTY:	Heritage Isle at Viera CDD

**CUSTOMER PO** 

**Shipment Method** 

Lake & Pond Management Services SVR49980

Lake & Pond Management Services

07/01/21 - 07/31/21

### SOLD TO: Heritage Isle at Viera CDD c/o Rizzetta Company 3434 Colwell Avenue Tampa, FL 33614 **United States**

**CUSTOMER ID** 

7760 **Sales Rep ID** 

Josh F. McGarry

**Item / Description** 

Qty

1

Date Rec	d Rizzetta & Co., Inc07/08/2021
D/M appr	wal <u> </u>
Date ente	o7/09/2021
Fund0	1 GL 53800 OC 4615
Check #_	

**Ship Date** 

UOM

**Payment Terms** Net 30

**Unit Price** 

2,716.00

**Due Date** 

07/31/21

**Extension** 

2,716.00

	Subtotal	2,716.00
PLEASE REMIT PAYMENT TO:	Sales Tax	0.00
	Total Invoice	2,716.00
1320 Brookwood Drive, Suite H	Payment Received	0.00
Little Rock, AR 72202	TOTAL	2,716.00



### Voice: (888) 480-5253 Fax: (888) 358-0088

### **INVOICE**

Invoice Number:PI-A00650812Invoice Date:08/01/21

**PROPERTY:** 

Heritage Isle at Viera CDD

SOLD TO: Heritage Isle at Viera CDD c/o Rizzetta & Company 3434 Colwell Avenue/Suite #200 Tampa, FL 33614 United States

	CUSTOMER ID	CUSTOMER PO	Payment Terms		
	7760		N	et 30	
	Sales Rep ID	Shipment Method	Ship Date	D	ue Date
	Josh F. McGarry			0	8/31/21
Qty	Item / Description		UOM Ur	nit Price	Extension
1	08/01/21 - 08	I Management Services SVR49980 3/31/21 I Management Services	2	2,716.00	2,716.00

Date Re	c'd Ri	zzett	a & Co.,	Inc.	08/06/2021
D/M app	proval	_/	2 H	_Dat	e_8/6/21
Date ent	tered		08/06	/2021	
Fund	001	GL_	53800	_00	4615
Check #					

	Subtotal	2,716.00
PLEASE REMIT PAYMENT TO:	Sales Tax	0.00
1320 Brookwood Drive, Suite H Little Rock, AR 72202	Total Invoice	2,716.00
	Payment Received	0.00
	TOTAL	2,716.00

Watson Site Development Inc

P.O. Box 236876 Cocoa, FL 32923

# Invoice

Date	Invoice #
8/10/2021	2433

### Bill To

Heritage Isle at Viera CDD c/o Rizzetta & Company 3434 Colwell Avenue Suite 200 Tampa, FL 33614

					P.O. No	).	Ter	ms	Pro	ject
							Net	: 30	Flexable De	elineators
Item	Description	Est Amt	Prior Amt	Prior %	Qty	U/M	Rate	Curr %	Total %	Amount
Site Wo	Flexible Delineators Installation	900.00			9	EA	100.00	100.00%	100.00%	900.00
Submitted Cell:321-4 Office:321					•	Sı	ubtotal			\$900.00
01106.521	Date Rec'd Riz	zetta & C	o., Inc.	08/11/20	21	Sa	ales Tax	<b>(7.0%</b> )	)	\$0.00
D/M approval Date 8/23/21								\$900.00		
	Date entered		9/2021	4623	_	Pa	ayments	s/Credit	s	\$0.00
	Check #	JL	<u></u>		_	В	alanc	e Due		\$900.00

# HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVE, SUITE 200 · TAMPA, FLORIDA 33614 WWW.HERITAGEISLEATVIERACDD.ORG

## Operation and Maintenance Expenditures September 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: \$61,745.44

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

# September 1, 2021 Through September 30, 2021

Vendor Name	Check Numbe	r Invoice Number	Invoice Description	Invo	ice Amount
B S E Consultants Inc	3609	16530	Engineering Services 07/21	\$	410.00
Bliss Products and Services, Inc	3606	21673	Trash Receptacle 08/21	\$	185.90
Bob Goldstein	3607	BG090121	Board of Supervisors Meeting 09/01/2021	\$	200.00
BrightView Landscape Services,	3618	7365211	Plant Replacement 05/21	\$	1,958.45
Inc. BrightView Landscape Services,	3618	7457836	Field Inspection Report 07/21	\$	2,363.74
Inc. BrightView Landscape Services,	3618	7477454	Irrigation Repairs 07/21	\$	968.15
Inc. BrightView Landscape Services,	3618	7489767	Irrigation Repairs 07/21	\$	968.15
Inc. BrightView Landscape Services,	3604	7522694	Landscape Maintenance 09/21	\$	16,594.50
Inc. BrightView Landscape Services,	3618	7542750	2780 Annuals Installed 09/21	\$	5,143.00
Inc. Egis Insurance Advisors, LLC.	3619	13984	General Liability/Property/POL Insurance	\$	10,598.00
Emmett J Williams, Jr	3615	EJW090121	10/01/21-10/01/22 Board of Supervisors Meeting 09/01/2021	\$	200.00
Florida Power & Light Co	3610	1800254414	FACILITY CHARGE Prem Light 20 yr	\$	1,602.00
Florida Power & Light Co	3610	1800254422	Pymnts 09/21 FACILITY CHARGE Prem Light 20 yr	\$	981.00
Florida Power & Light Co	3616	FPL Summary 09/21	Pymnts 09/21 FPL Summary 09/21	\$	5,223.17

# Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

# September 1, 2021 Through September 30, 2021

Vendor Name	Check Numbe	er Invoice Number	Invoice Description	Invoi	ce Amount
Hopping Green & Sams	3605	124693	General Legal Services 06/21	\$	814.30
Jon Smallegan	3611	JS090121	Board of Supervisors Meeting 09/01/2021	\$	200.00
Kenneth F. Walter	3612	KW090121	Board of Supervisors Meeting 09/01/2021	\$	200.00
Kenneth O. Bonin	3608	KB090121	Board of Supervisors Meeting 09/01/2021	\$	200.00
Rizzetta & Company	3613	INV0000061128	District Management Services 09/21	\$	6,272.83
Rizzetta Technology Services,	3614	INV0000007901	Website & EMail Hosting Services 09/21	\$	175.00
LLC Solitude Lake Management,	3620	PI-A00668720	Lake & Pond Management Services 09/21	\$	2,716.00
LLC. US Bank	3617	6239027	Trustee Fees Series 2017 08/01/21- 07/31/22	\$	3,771.25

# Report Total

\$ 61,745.44



BSE Consultants, Inc. 312 S. Harbor City Blvd. Melbourne, FL 32901 Phone: 321-725-3674 E-Mail: sbatchellor@bseconsult.com

Bill To:

Heritage Isle CDD Co/ Rizzetta & Company-AR 3434 Colwell Ave, Suite 200 Tampa, FL 33614

# Invoice

Invoice #:	16530
Invoice Date:	8/24/2021
Due Date:	9/23/2021
Project:	10624.03 Heritage Isle
Description	Engineering Services
Project Manager:	Ana Saunders
Service Dates:	July 2021

ltem	Description	Date	Hours	Rate	Amount
SPE01-General Design	General Design	7/6/2021	0.75	160.00	120.00
918-Agency Correspondence	Agency Correspondence	7/15/2021	0.25	40.00	10.00
SPE01-General Design	(10624.03.30) SJ: EN-50 General Design	7/19/2021	1.5	160.00	240.00
SPE038-Correspondence	Correspondence	7/20/2021	0.25	160.00	40.00
	Date Rec'd Rizzetta & Co., Inc.       08/25/2021         D/M approval $\mathcal{P}$ $\mathcal{P}$ Date       9/2/21         Date entered       08/26/2021         Fund       001       GL         51300       OC       3103         Check #				

Thank you for your business.

Balance Due:	\$410.00
Payments/Credits:	\$0.00
Invoice Total:	\$410.00

# RECEIVED

SEP - 1 2021

### Invoice

# **Bliss Products and Services, Inc.**

6831 S. Sweetwater Rd Lithia Springs, GA 30122

800.248.2547

 DATE
 INVOICE #

 8/17/2021
 21673

DUE DATE 9/16/2021

BILL TO

Heritage Isle CDD / Rizzetta 8529 South Park Circle Suite 330 Orlando, Florida 32819

SHIP TO	
Heritage Isle Clubhouse 6800 Legacy Blvd32940 Viera, FL 32940	

P.O. NUMBI	P.O. NUMBER TERI		TERMS	REP	SHIP	VIA	PROJEC	СТ
Signed Tern	ns		Net 30	HS	8/17/2021	LTL	57464/Heritage Isl	e Clubhouse
QUANTITY	ITEM C	ODE		DESC	CRIPTION	3.5	UCOPRICE EACH	AMOUNT
1	The Park C Freight			Rizzetta 8 al <u><i>R</i></u>	<b>Co., Inc.</b> _0		130.00 55.90	130.00 55.90
Please remit to abov	e address.					Tota	l .	\$185.90
						Bala	ince Due	\$185.90

# HERITAGE ISLE AT VIERA CDD

Meeting Date: 09/01/2021

# SUPERVISOR PAY REQUEST

	Check if	Check if
Name of Board Supervisor	present	paid
Emmett J Williams, Jr.	V	
Jon Smallegan	V	V
Kenneth Bonin	1	
Bob Goldstein	1	V/
Kenneth Walter	$\checkmark$	$\checkmark$
(*) Dece not get peid		

(\*) Does not get paid

### EXTENDED MEETING TIMECARD

Meeting Start Time:	11:39 AM
Meeting End Time:	4:08 pm
Total Meeting Time:	4hr 29 min

Time Over \_\_\_\_ () Hours: \_\_\_\_

Total at \$175 per Hour:	1
DM Signature:	A
$\mathcal{O}$	

Please forward copy to Marcia Eannetta for Extended Meeting Hours.

					09/07/2021
D/M app	roval		2 H	_ Date	9/13/21
Date ent	ered		09/10/2	021	
Fund	001	GL_	51100	_00_	1101
Check #					





RECEIVED AUG 1 6 2021

**Sold To:** 20634449 Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819 Customer #: 20634449 Invoice #: 7365211 Invoice Date: 5/13/2021 Sales Order: 7486396 Cust PO #:

**Project Name:** 04 05 21 Replace plantings at South corner of Legacy and Galindo Cir **Project Description:** Remove tall bushes to improve line of sight at intersection of Galindo and Legacy

Job Number	Description	Qty	UM	Unit Price	Amount
460400254	Heritage Isle at Viera CDD Remove dead and declining plan	20.000	HR	55.00	1,100.00
	St Augustine - Floratam Turf I	500.000	SF	1.10	548.45
	Dump Fees/Green Waste Material	2.000	LD	155.00	310.00
	Rec'd Rizzetta & Co., Inc. 08/16/2021	1.2			
D/M	approval RH Date 9/24/21				
Date	entered 09/23/2021				
Fun	001 GL 53900 OC 4652				
Che	ck #				
				Total Invoice Amount Taxable Amount Tax Amount	1,958.45
				Balance Due	1,958.45

Please detach stub and remit with your payment

Payment Stub Customer Account #: 20634449 Invoice #: 7365211 Invoice Date: 5/13/2021

Amount Due: \$1,958.45

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819



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

Property Name	Heritage Isle at Viera CDD 6800 Legacy Blvd. Melbourne, FL 32940	Contact	Melissa Dobbins	
Property Address		То	Heritage Isle at Viera Community	
		Billing Address	Development District 8529 South Park Ci Ste 300	
			Orlando, FL 32819	
Project Name	04 05 21 Replace plantings at South corner of Legacy and Galindo Cir			
Project Description	Remove tall bushes to improve line of s Legacy	emove tall bushes to improve line of sight at intersection of Galindo and egacy		

Scope of Work

QTY	UoM/Size	Material/Description
 20.00	HOUR	Remove dead and declining plantings and plantings that are too tall. Bed prep for new sod
500.00	SQUARE FEET	St Augustine - Floratam Turf Installed
2.00	LOAD	Dump Fees/Green Waste Material

For internal use only

 SO#
 7486396

 JOB#
 460400254

 Service Line
 130

THIS IS NOT AN INVOICE

Total Price

\$1,958.45

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.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God 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.
- 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.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible 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

Richard Hernandez District Manager Melissa Dobbins April 08, 2021

nted Name Date

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

		Associate Account Manag		
Signature Daniel J Srein		Title April 08, 2021		
loh #·	460400254			

Job #:	460400254	Proposed Price:	\$1,958.45
SO #	7486396		



# INVOICE

RECEIVED

AUG 1 6 2021

Customer #: 20634449 Invoice #: 7457836 Invoice Date: 7/19/2021 Sales Order: 7527708 Cust PO #:

**Sold To:** 20634449 Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

**Project Name:** 05 20 21 CDD Miscellaneous items **Project Description:** Items from Field Inspection Report, other

Job Number	Description	Qty	UM	Unit Price	Amount
460400254	Heritage Isle at Viera CDD Phase 1 park	1.000	EA	209.62	209.62
	Phase 3 park and walkway	1.000	EA	669.01	669.01
	Spanish ball moss removal	1.000	EA	1145.00	1,145.00
	Phase 7 diamond	1.000	EA	340.11	340.11
	ate Rec'd Rizzetta & Co., Inc. 08/16/202	21			
1	D/M approval <u> </u>	21			
(	late entered 09/24/2021				
1	und 001 GL 53900 OC 4658				
0	heck #			Total Invoice Amount Taxable Amount Tax Amount	2,363.74
				Balance Due	2,363.74

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 407 292-9600

Please detach stub and remit with your payment

**Payment Stub** Customer Account #: 20634449 Invoice #: 7457836 Invoice Date: 7/19/2021

Amount Due: \$2,363.74

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819



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

	Property Name	Heritage Isle at Viera CDD	Contact	Richard Hernandez
Property Address	Property Address	6800 Legacy Blvd.	То	Heritage Isle at Viera Community
	Melbourne, FL 32940	Billing Address	Development District 8529 South Park Cir Ste 300 Orlando, FL 32819	
	Project Name	05 20 21 CDD Miscellaneous items		
	Project Description	Items from Field Inspection Report, othe	er	
		Scope o	f Work	

QTY	UoM/Size	Material/Description	Total
Phase 1 par	k		\$209.62
5.00	EACH	Rhaphiolepis Indian Hawthorn - 3 gal. Shrub/perennial Installed	
1.00	HOUR	Remove old bushes	
0.25	LOAD	Dump Fees/Green Waste Material	
Phase 3 par	k and walkway		\$669.01
6.00	EACH	Dwarf Bottlebrush to replace plumbagos	
6.00	HOUR	Remove old bushes in walkway, Flush cut declining holly trees	
1.00	LOAD	Dump Fees/Green Waste Material	
Spanish bal	l moss removal		\$1,145.00
13.00	EACH	Remove mosses from 13 North trees	
9.00	EACH	Remove mosses from 9 South trees	
Phase 7 dia	mond		\$340.11
15.00	EACH	Muhlenbergia capillaris - Muhly Grass 3 gal. Shrub/perennial Installed	

For internal use only SO# JOB# Service Line

7527708 460400254 130

THIS IS NOT AN INVOICE

**Total Price** 

\$2,363.74

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

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- 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.
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Eviles	District Manager
Richard Hernande	June 03, 2021
Printed Name	Date

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

Signature		Associate Account Manag	
Daniel J Srein		June 03, 2	021
Printed Name		Date	
Job #:	460400254	Proposed Price:	\$2,363.74
SO #	7527708		



Landscape Services

# RECEIVED

AUG 1 6 2021

**Sold To:** 20634449 Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

Customer #: 20634449 Invoice #: 7477454 Invoice Date: 7/26/2021 Sales Order: 7555652 Cust PO #:

**Project Name:** Heritage Isle ADM mod replacement **Project Description:** Replace the ADM in Controller 9 due to an electrical surge out in the field.

ob Number	Description	Qty	UM	Unit Price	Amount
460400254	Heritage Isle at Viera CDD Replace the ADM in Controller	1.000	EA	968.15	968.15
Date I	Rec'd Rizzetta & Co., Inc. 08/16/2021				
D/M a	pproval <u> </u>				
Date e	ntered 09/24/2021				
Fund_	001 GL 53900 OC 4609				
Check	¢#			Total Invoice Amount Taxable Amount Tax Amount	968.1
				Balance Due	968.1

Please detach stub and remit with your payment

**Payment Stub** 

Customer Account #: 20634449 Invoice #: 7477454 Invoice Date: 7/26/2021

Amount Due: \$ 968.15

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819 INVOICE



# Proposal for Extra Work at Heritage Isle at Viera CDD

Property Na Property Ad	•	Contact To Billing Address	Richard Hernandez Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando, FL 32819			
Project Nam	ne Upgrade head size along CDD	walkway behind Toland Dr				
Project Des	cription Replace 16 Rotors with 6" Roto	Replace 16 Rotors with 6" Rotors instead of 4" Rotors behind Toland dr				

### **Scope of Work**

QTY	UoM/Size	Material/Description
16.00	EACH	Replace 4" rotors with 6" rotors to allow for clearance of mature grass and proper coverage

For internal use only	
SO#	7555666
JOB#	460400254
Service Line	150

**Total Price** 

\$788.94

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.
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#### Acceptance of this Contract

Signature

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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

CATAL an AV/HICD TA 20 June 28, 2021 ichard Hernandez

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

Associate Account Manage

June 28, 2021 **Daniel J Srein** 

Job #:	460400254	Proposed Price:	\$788.94
SO #	7555666		



# Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name Property Address	Heritage Isle at Viera CDD 6800 Legacy Blvd. Melbourne, FL 32940	Contact To Billing Address	Richard Hernandez Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando, FL 32819
Project Name	Heritage Isle ADM mod replacement		
Project Description	Replace the ADM in Controller 9 due to	an electrical surge	out in the field.
	Scope o	f Work	

# QTYUoM/SizeMaterial/DescriptionUnit PriceTotal1.00EACHReplace the ADM in Controller 9 due to an electrical<br/>surge.\$968.15\$968.15

For internal use only	
SO#	7555652
JOB#	460400254
Service Line	150

**Total Price** 

\$968.15

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.
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- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God 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.
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Customer .	Outrante, FILCOD
Oust	District Manager
Signature Emilian	Title S M
Richard Hernandez	June 28, 2021
Printed Name	Date

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

			Manager
Signature		Title	
Jason I	B. Nelson	June 28,	2021
Printed Name		Date	
Job #:	460400254	Proposed Pri	<sup>∞:</sup> \$968.15
SO #	7555652		



# Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name Property Address	Heritage Isle at Viera CDD	Contact	Richard Hernandez	
	Property Address	6800 Legacy Blvd. Melbourne, FL 32940	To Billing Address	Heritage Isle at Viera Community
				Development District 8529 South Park Cir Ste 300
				Orlando, FL 32819
	Project Name	Heritage Isle ADM mod replacement		
	Project Description	Replace the ADM in Controller 10 due to	to an electrical surg	e out in the field.
		Coordo	f Monte	

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Replace the ADM in Controller 10 due to an electrical surge.	\$968.15	\$968.15

For internal use only	
SO#	7555647
JOB#	460400254
Service Line	150

**Total Price** 

\$968.15

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Strite.	CAAIRing	HICZ.
Sindatura	7 District Manager	11-100
EJMUAN	rsin	
Richard Hernandez	June 28, 2021	
Printed Name	Date	

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

		Irrigation N	lanager
Signature		Title	
Jason	B. Nelson	June 28, 2	021
Printed Name		Date	
Job #:	460400254	Proposed Price:	\$968.15
SO #	7555647		



# INVOICE

# RECEIVED

AUG 1 6 2021

Customer #: 20634449 Invoice #: 7489767 Invoice Date: 7/30/2021 Sales Order: 7555647 Cust PO #:

**Sold To:** 20634449 Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

Project Name: Heritage Isle ADM mod replacement

Project Description: Replace the ADM in Controller 10 due to an electrical surge out in the field.

Job Number	Description	Qty	UM	Unit Price	Amount
460400254	Heritage Isle at Viera CDD Replace the ADM in Controller	1.000	EA	968.15	968.15
	Date Rec'd Rizzetta & Co., Inc. <u>08/</u> D/M approval <u> </u>	4/21			
	Date entered 09/24/2021				
	Fund 001 GL 53900 OC 4609				
	Check #	<u> </u>		Total Invoice Amount Taxable Amount Tax Amount	968.15
				Balance Due	968.15

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 407 292-9600

\_\_\_\_\_

Please detach stub and remit with your payment

**Payment Stub** Customer Account #: 20634449 Invoice #: 7489767 Invoice Date: 7/30/2021

Amount Due:

Thank you for allowing us to serve you

\$968.15

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819



# Proposal for Extra Work at Heritage Isle at Viera CDD

Property Na Property Ad	•	Contact To Billing Address	Richard Hernandez Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando, FL 32819
Project Nam	ne Upgrade head size along CDD	walkway behind Toland Dr	
Project Des	cription Replace 16 Rotors with 6" Roto	ors instead of 4" Rotors beh	ind Toland dr

### **Scope of Work**

QTY	UoM/Size	Material/Description
16.00	EACH	Replace 4" rotors with 6" rotors to allow for clearance of mature grass and proper coverage

For internal use only	
SO#	7555666
JOB#	460400254
Service Line	150

**Total Price** 

\$788.94

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Signature

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CATAL an AV/HICD TA 20 ichard Hernandez June 28, 2021

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

Associate Account Manage

June 28, 2021 **Daniel J Srein** 

Job #:	460400254	Proposed Price:	\$788.94
SO #	7555666		



# Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name Property Address	Heritage Isle at Viera CDD 6800 Legacy Blvd. Melbourne, FL 32940	Contact To Billing Address	Richard Hernandez Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando, FL 32819
Project Name	Heritage Isle ADM mod replacement		
Project Description	Replace the ADM in Controller 9 due to an electrical surge out in the field.		
Scope of Work			

# QTYUoM/SizeMaterial/DescriptionUnit PriceTotal1.00EACHReplace the ADM in Controller 9 due to an electrical<br/>surge.\$968.15\$968.15

For internal use only	
SO#	7555652
JOB#	460400254
Service Line	150

**Total Price** 

\$968.15

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Customer .	Orthom to, FILCOD
Oust	District Manager
Signature Emilian	Title S M
Richard Hernandez	June 28, 2021
Printed Name	Date

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

			Manager
Signature		Title	
Jason I	B. Nelson	June 28,	2021
Printed Name		Date	
Job #:	460400254	Proposed Pri	<sup>∞:</sup> \$968.15
SO #	7555652		



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Property Name	Heritage Isle at Viera CDD	Contact	Richard Hernandez
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		Billing Address	Development District 8529 South Park Cir Ste 300
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	Coordo	f Monte	

### Scope of Work

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For internal use only	
SO#	7555647
JOB#	460400254
Service Line	150

**Total Price** 

\$968.15

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.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God 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.
- 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.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in consection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services? "Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible 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.
- 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

Strite.	CAAIRing	HICZ.
Sindatura	7 District Manager	11-100
EJMUAN	rsin	
Richard Hernandez	June 28, 2021	
Printed Name	Date	

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

		Irrigation N	lanager
Signature		Title	
Jason	B. Nelson	June 28, 2	021
Printed Name		Date	
Job #:	460400254	Proposed Price:	\$968.15
SO #	7555647		

## INVOICE



Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

Customer #: 20634449 Invoice #: 7522694 Invoice Date: 9/1/2021 Cust PO #:

Job Number	Description	Amount
460400254	Heritage Isle at Viera CDD	16,594.50
	Landscape Maintenance	
	For September	
	Date Rec'd Rizzetta & Co., Inc. 08/27/2021	
	D/M approval <u> P H</u> Date 9/2/21	
	Date entered08/27/2021	
	Fund 001 GL 53900 OC 4604	
	Check #	
	Total invoice amount Tax amount	16,594.50
	Balance due	16,594.50

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 407-292-9600

Please detach stub and remit with your payment

## **Payment Stub**

Customer Account#: 20634449 Invoice #: 7522694 Invoice Date: 9/1/2021

Amount Due:

\$16,594.50

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to:

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819





Sold To: 20634449 Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819

Project Name: 08 30 2021 Heritage Isle CDD - Flowers for September Project Description: Annual flowers for CDD on Legacy Blvd

**Customer #:** 20634449 Invoice #: 7542750 **Invoice Date:** 9/13/2021 **Sales Order:** 7617052 Cust PO #:

Job Number	Description	Qty	UM	Unit Price	Amount
460400254	Heritage Isle at Viera CDD				
	2780 annuals installed and bed	1.000	LS	5143.00	5,143.00
Date Re	d Rizzetta & Co., Inc09/14/2021				
D/M app	roval <i>P</i> Date9/20/21				
Date ent	o9/17/2021				
Fund	01 <b>GL</b> 53900 <b>OC</b> 4652				
Check #					
				Total Invoice Amount Taxable Amount	5,143.00
				Tax Amount Balance Due	5,143.00
Terms: Net 15	Dave If you have	a any quasti	one reg	arding this invoice please c	,

iy questions regarding this nvoice, p

Please detach stub and remit with your payment

## **Payment Stub**

Customer Account #: 20634449 Invoice #: 7542750 Invoice Date: 9/13/2021

Amount Due: \$ 5,143.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando FL 32819



c/o Rizzetta & Company 3434 Colwell Ave, Suite 200

Tampa, FL 33614

×

INVOICE

Customer	Heritage Isle at Viera Community Development District	
Acct #	853	
Date	09/02/2021	
Customer Service	Kristina Rudez	
Page	1 of 1	-

Payment Info	ormation	
Invoice Summary	\$	10,598.00
Payment Amount		
Payment for:	Invoice#	13984
100121627		

Thank You

Please detach and return with payment

Customer: Heritage Isle at Viera Community Development District

Heritage Isle at Viera Community Development District

Invoice	Effective	Transaction	Description	Amount
13984	10/01/2021	Renew policy	Policy #100121627 10/01/2021-10/01/2022 Florida Insurance Alliance Package - Renew policy Due Date: 9/2/2021	10,598.00
		Ac	Date Rec'd Rizzetta & Co., Inc. <u>09/23/2021</u> D/M approval <u>R H</u> Date <u>9/24/21</u>	
			Date entered 09/23/2021	Total
			Fund 001 GL 15500 OC	\$ 10,598.00
			Check #	Thank You
	NTS SENT OVERNI ce Advisors LLC, Fift		xbox #234021, 4900 W. 95th St Oaklawn, IL 60453	
Lockbox 234	021 PO Box 84	surance Advisors, LLC 021	(321)233-9939 Date	
Chicago, IL	60689-4002		sclimer@egisadvisors.com	

#### PAYMENT COUPON

#### 1800254414 1 of 1

4,1,1500,640106,6800013324,1800254414,0,0000160200 Please mail this portion with your check

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614

Cust. No.:6800013324	Inv. No.:1800254414
This Month's Charges	Amount Due
Past Due After	This Invoice
10/01/2021	\$ 1,602.00

Please see payment options and instructions at the bottom of this invoice.

FPL General Mail Facility Miami FL 33188-0001

/4115006401066800013324180025441400000160200

RECEIVED SEP - 3 2021

Florida Power & Light Company

Invoice Customer Name and Address

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614 Federal Tax Id.#: 59-0247775

Customer Number:	6800013324		
Invoice Number:	1800254414		
Invoice Date:	09/01/2021		

4,1,1500,640106,6800013324,1800254414,0,0000160200 Please retain this portion for your records

#### CURRENT CHARGES AND CREDITS Customer No: 6800013324 Invoice No: 1800254414

Description	Amount	
PREMIUM LIGHTING 20 YR CONTRACT MONT	HLY BILLING	1,602.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	Total Amount Due This Month's Charges Pa	<b>\$1,602.00</b> st Due After 10/01/2021

Date R	ec'd Ri	zzetta	a & Co.,	Inc	09/03/2021
D/M ap	proval	R	H.	Date	9/13/21
Date er	ntered .		09/10/2	2021	
Fund_	001	GL_	53100	00_	4307
Check	#				

#### Wire & ACH Payments

Account Name: Florida Power & Light Co. Bank Name: Bank of America Account Number: 3750132076 WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593 ACH Only: City/State: Dallas, TX ABA No.: 111-000-012 Please include the invoice number in the payment reference

#### **Check Payments**

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

General Mail Facility Miami FL 33188-0001

1800254414 1 of 1

#### PAYMENT COUPON

#### 1800254422 1 of 1

4,1,1500,640106,6800013324,1800254422,0,0000098100 Please mail this portion with your check

#### HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614

Cust. No.:6800013324	
This Month's Charges	Amount Due
Past Due After	This Invoice
10/01/2021	\$ 981.00

Please see payment options and instructions at the bottom of this invoice.

FPL General Mail Facility Miami FL 33188-0001

/411500640106680001332418002544220000098100

RECEIVED SEP - 3 2021

Florida Power & Light Company

Invoice Customer Name and Address

HERITAGE ISLE AT VIERA CDD 3434 COLWELL AVE, SUITE 200 TAMPA FL 33614 Federal Tax Id.#: 59-0247775

Customer Number:	6800013324
Invoice Number:	1800254422
Invoice Date:	09/01/2021

4,1,1500,640106,6800013324,1800254422,0,0000098100 Please retain this portion for your records

#### CURRENT CHARGES AND CREDITS Customer No: 6800013324 Invoice No: 1800254422

Description	Amount	
PREMIUM LIGHTING 20 YR CONTRACT MONT	981.00	
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	Total Amount Due This Month's Charges Pa	<b>\$981.00</b> st Due After 10/01/2021

Date Rec'd Ri	zzetta & Co., I	Inc	09/03/2021
D/M approval	RH	Date	9/13/21
Date entered	09/10/202	21	
Fund 001	GL_53100	0C_	4307
Check #			

#### Wire & ACH Payments

Account Name: Florida Power & Light Co. Bank Name: Bank of America Account Number: 3750132076 WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593 ACH Only: City/State: Dallas, TX ABA No.: 111-000-012 Please include the invoice number in the payment reference

#### **Check Payments**

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

General Mail Facility Miami FL 33188-0001

Heritage Isle at Viera	Florida Po	wer & Light Company Summary	Septer	September 2021	
Date 9/	14/2021	Due I	Date 10/05/2	2021	
Period Covered 08	/13/2021-09/14/202	21			
Account Number	GL Account	Location		Amount	
11699-74381	4307	Decorative Lgtng-L	\$	1,371.24	
47818-03004	4301	6813 Legacy Blvd # Pump	\$ \$ <b>\$</b>	2,248.84	
57620-18553	4307	Decorative Lgtng # Heritage Isle	\$	1,202.61	
69877-97013	4301	6494 Legacy Blvd # Irr	\$	400.48	
			\$	5,223.17	
	53100-43	307 Street Li	ghts	\$2,573.85	
	53100-43	301 Utility Serv	rices	<u>\$2,649.32</u>	
				\$5,223.17	

Date Rec'd Ri	zzett	a & Co.,	Inc.	09/17	/2021	
D/M approval		e H	Date	9/20	/21	
Date entered		09/17/2	2021			
Fund 001	GL_	53100	00_	4307	<u>\$2,</u> 573.8	35
Check #				4301	\$2,649.3	\$2



#### FPL.com Page 1

**Electric Bill Statement** For: Aug 13, 2021 to Sep 14, 2021 (32 days) Statement Date: Sep 14, 2021

Account Number: 11699-74381

Service Address:

**DECORATIVE LGTNG # HERITAGE ISLE-L** MELBOURNE, FL 32940

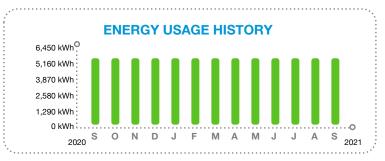
## HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

## **CURRENT BILL**

\$1,371.24 TOTAL AMOUNT YOU OWE

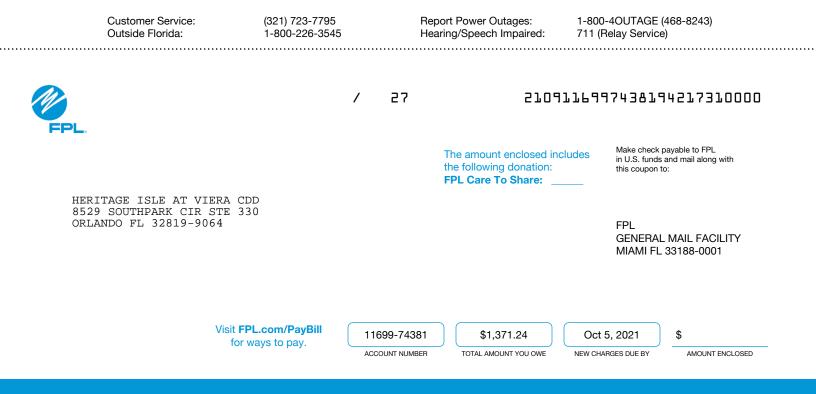
Oct 5, 2021 NEW CHARGES DUE BY

BILL SUMMARY	
nt of your last bill 1,	,371.24
ents received -1,	,371.24
e before new charges	0.00
lew charges 1,	,371.24
amount you owe \$1,	,371.24
(See page 2 for bill de	tails.)
(See page 2 101 b)	



#### **KEEP IN MIND**

- Payment received after December 02, 2021 is considered LATE; a late payment charge of 1% will apply.
- "Your Decorative Streetlight account is billed on rate PL-1"
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 11699-74381 CDD

BILL DETAILS					
Amount of your last bill Payment received - Thank you Balance before new charges	1,371.24 –1,371.24 \$0.00				
New Charges Rate: SL-1 STREET LIGHTING SERVICE					
Electric service amount ** 1,	,285.62				
Gross receipts tax Franchise charge	8.89 76.73				
Taxes and charges	85.62				
Total new charges	\$1,371.24				
Total amount you owe	\$1,371.24				

\*\* Your electric service amount includes the following charges:

Non-fuel energy charge:

Fuel charge:

\$0.031940 per kWh \$0.027510 per kWh

Next bill date Oct 13, 2021.	
Usage Type	Usage
Total kWh used	5840

## **ENERGY USAGE COMPARISON**

FPL.com Page 2

	This Month	Last Month	Last Year
Service to	Sep 14, 2021	Aug 13, 2021	Sep 14, 2020
kWh Used	5840	5840	5840
Service days	32	30	32
kWh/day	183	195	183
Amount	\$1,371.24	\$1,371.24	\$1,332.44

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ESLA

For: 08-13-2021 to 09-14-2021 (32 days) kWh/Day: 183 Service Address: DECORATIVE LGTNG # HERITAGE ISLE-L MELBOURNE, FL 32940

#### **Detail of Rate Schedule Charges for Street Lights**

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
ZLTHERI Energy Non-energy Maintenance	175	14400	F	80	2.230000 9.390000	5,840	178.40 751.20
ZPLHERI Non-energy Fixtures				40	4.690000		187.60

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



HERITAGE ISLE AT VIERA CDD 8529 SOUTHPARK CIR STE 330 ORLANDO FL 32819-9064

For: 08-13-2021 to 09-14-2021 (32 days) kWh/Day: 183 Service Address: DECORATIVE LGTNG # HERITAGE ISLE-L MELBOURNE, FL 32940

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
Energy sub total Non-energy sub total							178.40 938.80
					Sub total	5,840	1,117.20
	Energy conservation cost recovery Capacity payment recovery charge Environmental cost recovery charge Storm protection recovery charge Fuel charge <b>Electric service amount</b> Gross receipts tax incr Franchise charge					2.45 0.93 1.58 2.80 160.66 <b>1,285.62</b> 8.89 76.73	
	Total					5,840	1,371.24

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER





#### FPL.com Page 1

**Electric Bill Statement** 

For: Aug 13, 2021 to Sep 14, 2021 (32 days) Statement Date: Sep 14, 2021 Account Number: 47818-03004 Service Address: 6813 LEGACY BLVD # PUMP MELBOURNE, FL 32940

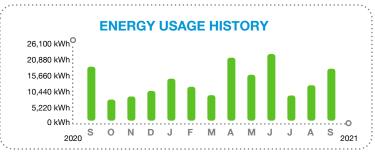
## HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

## **CURRENT BILL**

**\$2,248.84** TOTAL AMOUNT YOU OWE

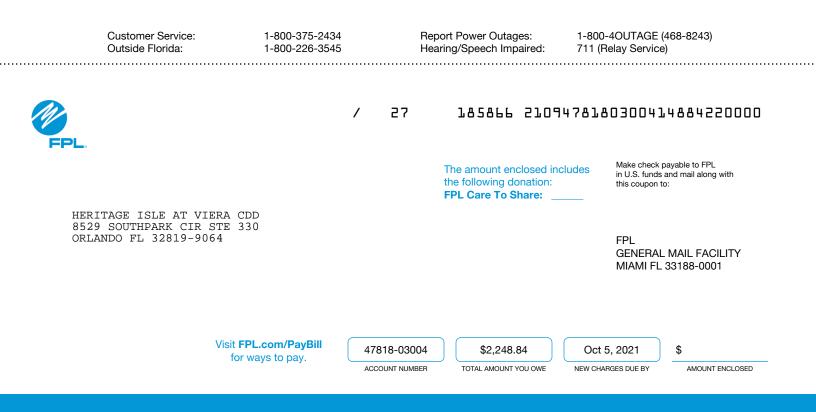
Oct 5, 2021 NEW CHARGES DUE BY Pay \$1,858.66 instead of \$2,248.84 by your due date. Enroll in FPL Budget Billing<sup>®</sup>. FPL.com/BB

BILL SUMM	ARY
Amount of your last bill	1,905.17
Payments received	-1,905.17
Balance before new charges	0.00
Total new charges	2,248.84
Total amount you owe	\$2,248.84
	(See page 2 for bill details.)



#### **KEEP IN MIND**

- Enroll now in FPL Budget Billing when you pay \$1,858.66 by your due date instead of \$2,248.84. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after December 02, 2021 is considered LATE; a late payment charge of 1% will apply.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 47818-03004 CDD

**BILL DETAILS** Amount of your last bill 1.905.17 Payment received - Thank you -1,905.17 Balance before new charges \$0.00 **New Charges** Rate: GSD-1 GENERAL SERVICE DEMAND Customer charge: \$26.48 \$434.81 Non-fuel: (\$0.023540 per kWh) (\$0.028360 per kWh) \$523.84 Fuel: Demand: (\$11.30 per KW) \$1,084.80 Electric service amount 2,069.93 Gross receipts tax 53.08 Franchise charge 125.83 Taxes and charges 178.91 Total new charges \$2.248.84 \$2,248.84 Total amount you owe

#### **METER SUMMARY**

Meter reading - Meter KNL7327. Next meter reading Oct 13, 2021.

Usage Type	Current	-	Previous	=	Usage
kWh used	83626		65155		18471
Demand KW	96.02				96

## **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Sep 14, 2021	Aug 13, 2021	Sep 14, 2020
kWh Used	18471	12594	19205
Service days	32	30	32
kWh/day	577	419	600
Amount	\$2,248.84	\$1,905.17	\$2,178.29

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#### FPL.com Page 1

**Electric Bill Statement** 

For: Aug 13, 2021 to Sep 14, 2021 (32 days) Statement Date: Sep 14, 2021 Account Number: 57620-18553 Service Address: **DECORATIVE LGTNG # HERITAGE ISLE** MELBOURNE, FL 32940

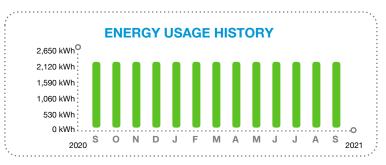
## HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

## **CURRENT BILL**

# **\$1,202.61** TOTAL AMOUNT YOU OWE

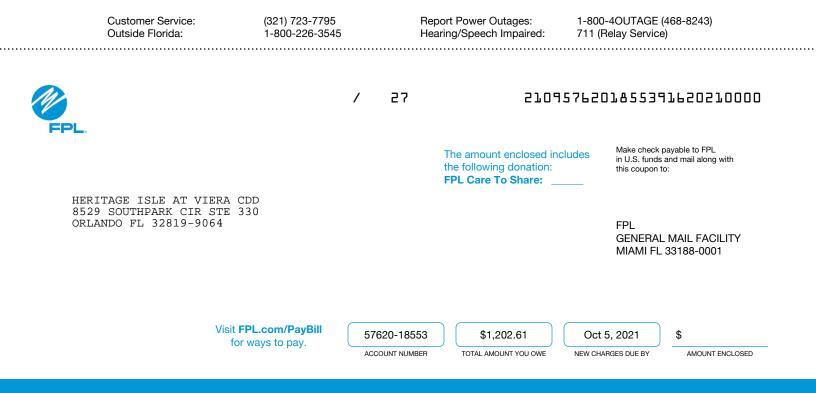
## Oct 5, 2021 NEW CHARGES DUE BY

BILL SUMMARY	
Amount of your last bill	1,202.61
Payments received	-1,202.61
Balance before new charges	0.00
Total new charges	1,202.61
Total amount you owe	\$1,202.61
(See p	age 2 for bill details.)



#### **KEEP IN MIND**

- Payment received after December 02, 2021 is considered LATE; a late payment charge of 1% will apply.
- "Your Decorative Streetlight account is billed on rate PL-1"
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 57620-18553 CDD

**BILL DETAILS** Amount of your last bill 1.202.61 Payment received - Thank you -1,202.61 Balance before new charges \$0.00 **New Charges** Rate: SL-1 STREET LIGHTING SERVICE Electric service amount 1,131.69 3.63 Gross receipts tax Franchise charge 67.29 Taxes and charges 70.92 \$1,202.61 Total new charges Total amount you owe \$1,202.61

\*\* Your electric service amount includes the following charges:

Non-fuel energy charge:

Fuel charge:

\$0.031940 per kWh \$0.027510 per kWh

## **METER SUMMARY**

Next bill date Oct 13, 2021.	
Usage Type	Usage
Total kWh used	2378

#### **ENERGY USAGE COMPARISON**

FPL.com Page 2

	This Month	Last Month	Last Year
Service to	Sep 14, 2021	Aug 13, 2021	Sep 14, 2020
kWh Used	2378	2378	2378
Service days	32	30	32
kWh/day	74	79	74
Amount	\$1,202.61	\$1,202.61	\$1,187.07

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#### FPL.com/BusinessEnergyManager

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Beware of phone scammers threatening to shut off power unless immediate payment is made with a prepaid card.

#### **FPL.com/Protect**

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



ESLA

For: 08-13-2021 to 09-14-2021 (32 days) kWh/Day: 74 Service Address: DECORATIVE LGTNG # HERITAGE ISLE MELBOURNE, FL 32940

#### **Detail of Rate Schedule Charges for Street Lights**

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
ZLTHSLE Energy Non-energy Maintenance	70	6300	F	40	0.890000 7.880000	1,160	35.60 315.20
ZLTHSLL Energy Non-energy Maintenance	70	6300	F	42	0.890000	1,218	37.38 278.88
ZPLHSLE Non-energy Fixtures				20	10.510000		210.20
ZPLHSLL Non-energy Fixtures				21	8.850000		185.85

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



HERITAGE ISLE AT VIERA CDD 8529 SOUTHPARK CIR STE 330 ORLANDO FL 32819-9064

For: 08-13-2021 to 09-14-2021 (32 days) kWh/Day: 74 Service Address: DECORATIVE LGTNG # HERITAGE ISLE MELBOURNE, FL 32940

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
				Nor	Energy sub total -energy sub total		72.98 990.13
					Sub total	2,378	1,063.11
				Capacity paymen nvironmental cos Storm protectior Electric Gross	ion cost recovery t recovery charge t recovery charge Fuel charge service amount s receipts tax incr Franchise charge		1.00 0.38 0.64 1.14 65.42 <b>1,131.69</b> 3.63 67.29
					Total	2,378	1,202.61

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER





#### FPL.com Page 1

Electric Bill Statement For: Aug 13, 2021 to Sep 14, 2021 (32 days) Statement Date: Sep 14, 2021 Account Number: 69877-97013 Service Address: 6494 LEGACY BLVD # IRR MELBOURNE, FL 32940

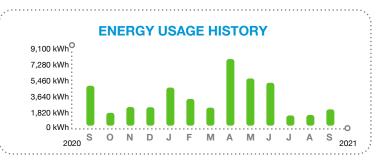
## HERITAGE ISLE AT VIERA CDD, Here's what you owe for this billing period.

## CURRENT BILL

**\$400.48** TOTAL AMOUNT YOU OWE

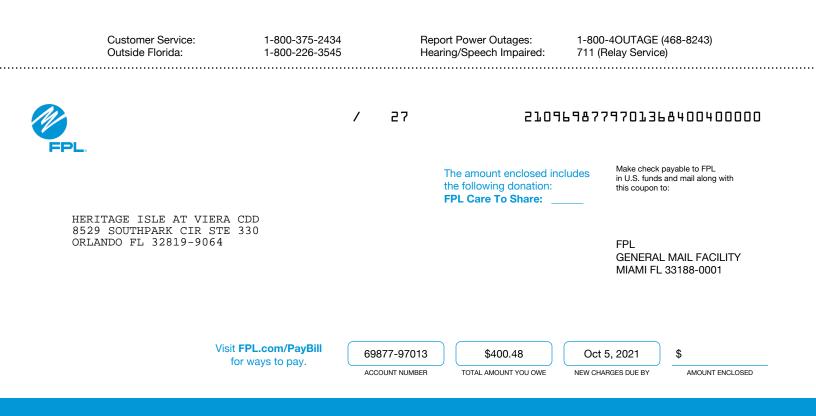
## Oct 5, 2021 NEW CHARGES DUE BY

BILL SU	MMARY
Amount of your last bill	348.84
Payments received	-348.84
Balance before new charges	0.00
Total new charges	400.48
Total amount you owe	\$400.48
	(See page 2 for bill details.)



#### **KEEP IN MIND**

 Payment received after December 02, 2021 is considered LATE; a late payment charge of 1% will apply.





Customer Name: Account Number: HERITAGE ISLE AT VIERA 69877-97013 CDD

**BILL DETAILS** Amount of your last bill 348.84 Payment received - Thank you -348.84 Balance before new charges \$0.00 **New Charges** Rate: GSD-1 GENERAL SERVICE DEMAND Customer charge: \$26.48 \$47.55 Non-fuel: (\$0.023540 per kWh) \$57.29 Fuel: (\$0.028360 per kWh) Demand: (\$11.30 per KW) \$237.30 Electric service amount 368.62 Gross receipts tax 9.45 Franchise charge 22.41 Taxes and charges 31.86 \$400.48 Total new charges \$400.48 Total amount you owe

#### **METER SUMMARY**

Meter reading - Meter KJL5777. Next meter reading Oct 13, 2021.

Usage Type	Current	-	Previous	=	Usage
kWh used	08199		06179		2020
Demand KW	20.51				21

#### **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Sep 14, 2021	Aug 13, 2021	Sep 14, 2020
kWh Used	2020	1322	4951
Service days	32	30	32
kWh/day	63	44	154
Amount	\$400.48	\$348.84	\$896.39

## Stay connected

The FPL Mobile App is the easiest way to stay connected with us when a disaster strikes. Stay ready - get the app today!

#### FPL.com/MobileApp

## Savings to sing about

Use FPL Business Energy Manager to manage energy use.

#### FPL.com/BusinessEnergyManager

## Don't get burned

Beware of phone scammers threatening to shut off power unless immediate payment is made with a prepaid card.

#### **FPL.com/Protect**

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

FPL.com Page 2

# Hopping Green & Sams Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

	STATEMENT	
A	ugust 15, 202	1

Heritage Isle at Viera CDD 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

Bill Number 124693 Billed through 06/30/2021

## **General Counsel / Monthly Meeting**

#### HISLE 00001 WSH

#### FOR PROFESSIONAL SERVICES RENDERED

06/03/21	WSH	Prepare letter to resident regarding fruit trees and confer with Hernandez regarding same.	0.60 hrs
06/04/21	WSH	Confer with Jusevitch regarding budget notice; review audit and confer with Rizzetta regarding same.	0.80 hrs
06/04/21	KFJ	Review and amend budget hearing notice; prepare budget hearing documents and confer with Haber; correspond with district manager.	0.50 hrs
06/11/21	WSH	Process request for auditor update.	0.30 hrs
06/14/21	WSH	Confer with District Manager regarding status of auditor request.	0.20 hrs
06/16/21	WSH	Review and finalize auditor response.	0.30 hrs
06/16/21	SLS	Audit letter response preparation	0.20 hrs
06/17/21	KFS	Prepare response to auditor request letter regarding fiscal year 2019-2020.	1.20 hrs
06/21/21	WSH	Finalize and send demand letter to resident regarding fruit trees.	0.20 hrs
	Total fee	s for this matter	\$800.00
DISBURS	<u>EMENTS</u>		
	United Pa	arcel Service	14.30
	Total disl	pursements for this matter	\$14.30

#### **MATTER SUMMARY**

Jusevitch, Karen F Paralegal	0.50 hrs	120 /hr	\$60.00
Skipper, Kay F Legal Assistant	1.20 hrs	95 /hr	\$114.00
Stephens, Susan L.	0.20 hrs	310 /hr	\$62.00
Haber, Wesley S.	2.40 hrs	235 /hr	\$564.00
TOTAL FEES			\$800.00
TOTAL DISBURSEMENTS			\$14.30

#### Bill No. 124693

## \$814.30

#### TOTAL CHARGES FOR THIS MATTER

## **BILLING SUMMARY**

Jusevitch, Karen F Paralegal Skipper, Kay F Legal Assistant Stephens, Susan L. Haber, Wesley S.	0.50 hrs 1.20 hrs 0.20 hrs 2.40 hrs	120 /hr 95 /hr 310 /hr 235 /hr	\$60.00 \$114.00 \$62.00 \$564.00
TOTAL FEES TOTAL DISBURSEMENTS			\$800.00 \$14.30
TOTAL CHARGES FOR THIS BILL			\$814.30

## Please include the bill number with your payment.

Date Rec'd Ri	izzett	a & Co.,	Inc.	08/27/2021
D/M approval	R	H	_ Date	9/2/21
Date entered		08/27/	/2021	
Fund 001	GL_	51400	_00_	3107
Check #				

Date	Invoice #
9/1/2021	INV0000061128

Invoice

Bill To:

HERITAGE ISLE AT VIERA CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Terms	C	lient Number
	September	Upon Receip	: C	0485
Description		Qty	Rate	Amount
Date entered         09/02/2021           Fund         001         GL         51300         OC           Check #         51300         51300	08/31/2021 9/8/21 3101 \$2,932.50 3100 \$517.50 3201 \$1,735.33 3111 \$437.50 4658 \$650.00	1.00	\$2,932.50 \$517.50 \$1,735.33 \$437.50 \$650.00	\$2,932.50 \$517.50 \$1,735.33 \$437.50 \$650.00
		Subtotal		\$6,272.83
		Total		\$6,272.83

Date	Invoice #
9/1/2021	INV000007901

Bill To:

HERITAGE ISLE AT VIERA CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Term	s	ient Number
	September			 0485
Description         EMail Accounts, Admin & Maintenance         Website Compliance and Management         Date Rec'd Rizzetta & Co         D/M approval $\mathcal{R} \mathcal{H}$ Date entered       09/02,         Fund       001       GL       5130         Check #	Date 9/8/21	Qty 5 1		 Amount \$75.00 \$100.00
		Subtotal		\$175.00 \$175.00



#### Voice: (888) 480-5253 Fax: (888) 358-0088

## **INVOICE**

Invoice Number:PI-A00668720Invoice Date:09/01/21

**PROPERTY:** 

Heritage Isle at Viera CDD

SOLD TO: Heritage Isle at Viera CDD c/o Rizzetta & Company 3434 Colwell Avenue/Suite #200 Tampa, FL 33614 United States

	CUSTOMER ID	CUSTOMER PO	Payme	ent Terms	
	7760		N	et 30	
	Sales Rep ID	Shipment Method	Ship Date	C	Due Date
	Josh F. McGarry			1	10/01/21
Qty	Item / Description		UOM UI	nit Price	Extension
1	09/01/21 - 09	I Management Services SVR49980 9/30/21 I Management Services	:	2,716.00	2,716.00

Date R	lec'd Ri	zzett	a & Co.,	Inc.	09/09/2021
D/M ap	oproval		RH	Date	9/13/21
Date e	ntered		09/10/2	2021	
Fund_	001	GL_	53800	_00_	4615
Check	#				

	Subtotal	2,716.00
PLEASE REMIT PAYMENT TO:	Sales Tax	0.00
1320 Brookwood Drive, Suite H Little Rock, AR 72202	Total Invoice	2,716.00
	Payment Received	0.00
	TOTAL	2,716.00

Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107

#### HERITAGE ISLE AT VIERA CDD ATTN DISTRICT MANAGER 3434 COLWELL AVENUE SUITE 200 TAMPA, FL 33614

HERITAGE ISLE AT VIERA SERIES 2017

K

Invoice Number: Account Number: Invoice Date: Direct Inquiries To: Phone: 6239027 230692000 08/25/2021 LEANNE DUFFY 407-835-3807

\$3,771.25



The following is a statement of transactions pertaining to your account. For further information, please review the attached.
STATEMENT SUMMARY

## PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

All invoices are due upon receipt.

 Date Rec'd Rizzetta & Co., Inc.
 09/07/2021

 D/M approval
  $\mathcal{R}$   $\mathcal{M}$  Date
 9/20/21

 Date entered
 09/17/2021
 9/20/21
 9/20/21

 Fund
 001
 GL
 51300
 OC
 3105
 \$628.50
 \$3,142.75

 Check #
 15500

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

#### HERITAGE ISLE AT VIERA SERIES 2017

Involce Number:	5239027
	0692000
Current Due: \$	3,771.25
Direct Inquiries To: LEANNE	
	35-3807



Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107

Invoice Number: Invoice Date: Account Number: Direct Inquiries To: Phone: 40

6239027 08/25/2021 230692000 LEANNE DUFFY 407-835-3807

### HERITAGE ISLE AT VIERA SERIES 2017

Accounts Included	230692000	230692001	230692002	230692003	230692004
In This Relationship:					

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP						
Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees		
04200 Trustee	1.00	3,500.00	100.00%	\$3,500.00		
Subtotal Administration Fees - In Advan	ce 08/01/2021 - 07/31/202	2		\$3,500.00		
Incidental Expenses	3,500.00	0.0775		\$271.25		
Subtotal Incidental Expenses		·	· · · · · · · · · · · · · · · · · · ·	\$271.25		
TOTAL AMOUNT DUE				\$3,771.25		



TAB 4

## AGREEMENT BETWEEN THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT AND HERITAGE ISLE DISTRICT ASSOCIATION, INC. FOR IRRIGATION OPERATION, MAINTENANCE, AND REPAIR SERVICES

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2009, 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, and with offices at 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (hereinafter "District"), and

Heritage Isle District Association, Inc., a Florida not-for-profit corporation, whose address is 19 East Central Boulevard, Second Floor, Orlando, Florida 32801 (the "Association").

## RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Brevard County, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, an irrigation system designed to serve the District's landscape tracts; and

WHEREAS, the District desires to retain an independent contractor to operate, maintain and repair the irrigation system and otherwise provide the services ("Services") set forth in Exhibit A attached hereto, across the lands identified in Exhibit B; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that is served by both the Association and the District benefit from the irrigation system and may be required to pay for the cost of the Services, regardless whether such Services are conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full time on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Services; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Services and desires to contract with the District to do so in accordance with the terms of this Agreement.

**Now, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

## **SECTION 2. SCOPE OF SERVICES.**

- A. Services. Association shall be responsible for providing, or causing to be provided, the Services in an efficient, lawful and satisfactory manner. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards.
- B. Investigation and Report of Accidents/Claims. Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the irrigation system or the Services. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- C. Adherence to District Rules, Regulations and Policies. Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- D. Care of the District Improvements. Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- *E.* Staffing and Billing. Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Services.

- F. Designation of District Representative. The District shall designate in writing a person to act as the District's representative with respect to the Services. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Services. The District hereby designates the District Manager to act as its representative.
- *G. Weekly Reports.* The Association agrees to meet with the District representative no less than one time per week to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**SECTION 3.** COMPENSATION. Upon presentation of an appropriate invoice, the District shall pay within thirty (30) days to the Association the sum of One Thousand Fifty Dollars (\$1,050.00) per month for the provision of the Services, plus the cost of any parts and materials necessary for Minor Repairs (as defined in **Exhibit A**), and plus the cost of any labor, parts, and materials necessary for Major Repairs (as defined in **Exhibit A**).

**SECTION 4. TERM.** This Agreement commences on October 1, 2009 and continues through September 30, 2010. This Agreement shall automatically renew for additional one (1) year periods.

**SECTION 5. INSURANCE.** The Association shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance with the Association and the District, and their respective staff, consultants, agents and supervisors, named as additional insureds:

- *A.* Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- *B.* Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier

shall have a Best's Insurance Reports rating of at least A-VII. If the Association fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Association shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

In the event that the Association does not directly provide the insurance required by this section by obtaining a policy in the Association's name but instead causes another entity ("Third Party Insurer") to provide such insurance through a policy issued to the Third Party Insurer that additionally affords the coverage required herein, the Association shall require by written agreement with the Third Party Insurer that the Third Party Insurer shall comply with the terms of this section; that the District shall have third party rights to pursue all available legal remedies against the Third Party Insurer in the event the Third Party Insurer fails to provide such insurance without first complying with the notice provisions stated in this Agreement; and that the Third Party Insurer, as a contractor, shall indemnify the District pursuant to Section 6. The Association shall provide proof of insurance upon request by the District.

SECTION 6. INDEMNIFICATION. Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 8.** COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

**SECTION 9.** LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreement, or as having in any way modified or waived the same.

**SECTION 12.** SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** Either party may terminate this Agreement with or without cause by providing sixty (60) days written notice of termination to the other party. In the event either party terminates this Agreement, Association shall be entitled to payment through the effective date of termination for the work performed through that date, subject to any offsets.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Association to perform under this Agreement shall be obtained and paid for by the Association.

**SECTION 15.** ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to

assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18.** ENFORCEMENT OF AGREEMENT. In the event that either the District or the Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19.** AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, as follows:

<i>A</i> .	If to the District:	Heritage Isle at Viera Community Development District 3434 Colwell Drive, Suite 200 Tampa, Florida 33614 Attn: District Manager
	With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel

В.	If to the Association:	Heritage Isle District Association, Inc. 19 East Central Boulevard, Second Floor
		Orlando, Florida 32801
		Attn: Property Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a nonbusiness day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

**SECTION 24.** APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Brevard County, Florida.

**SECTION 25. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this

Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Attest:

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

Secretary/Assistant Secretary

Chairman, Board of Supervisors

HERITAGE ISLE DISTRICT ASSOCIATION, INC.

(Signature of Witness)

(Print Name of Witness)

**EXHIBIT A:** Scope of Services **EXHIBIT B:** Irrigation Maintenance Maps **EXHIBIT C:** Consumptive Use Permit

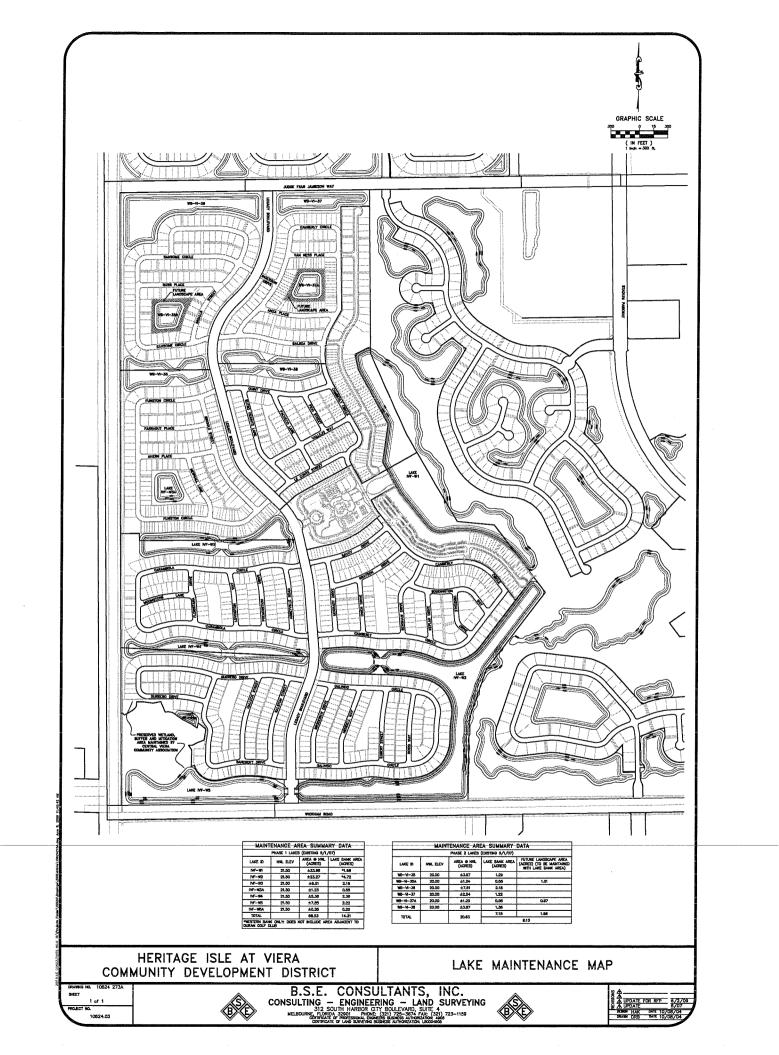
By: Its: Nesi

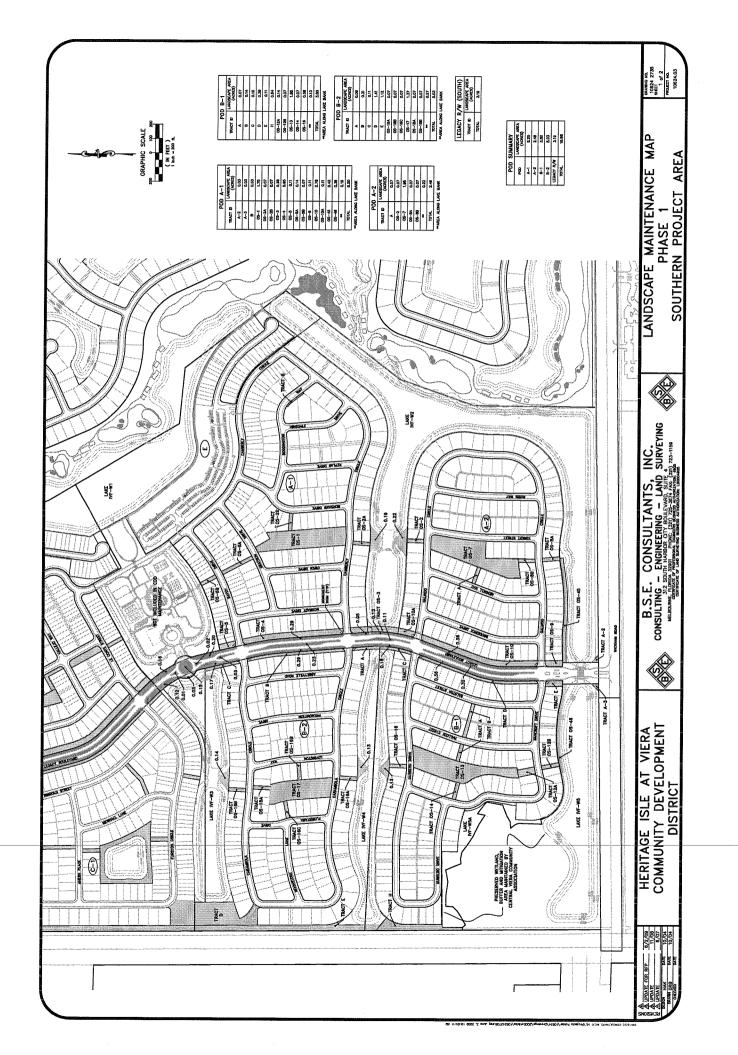
### EXHIBIT A IRRIGATION SYSTEM SCOPE OF SERVICES

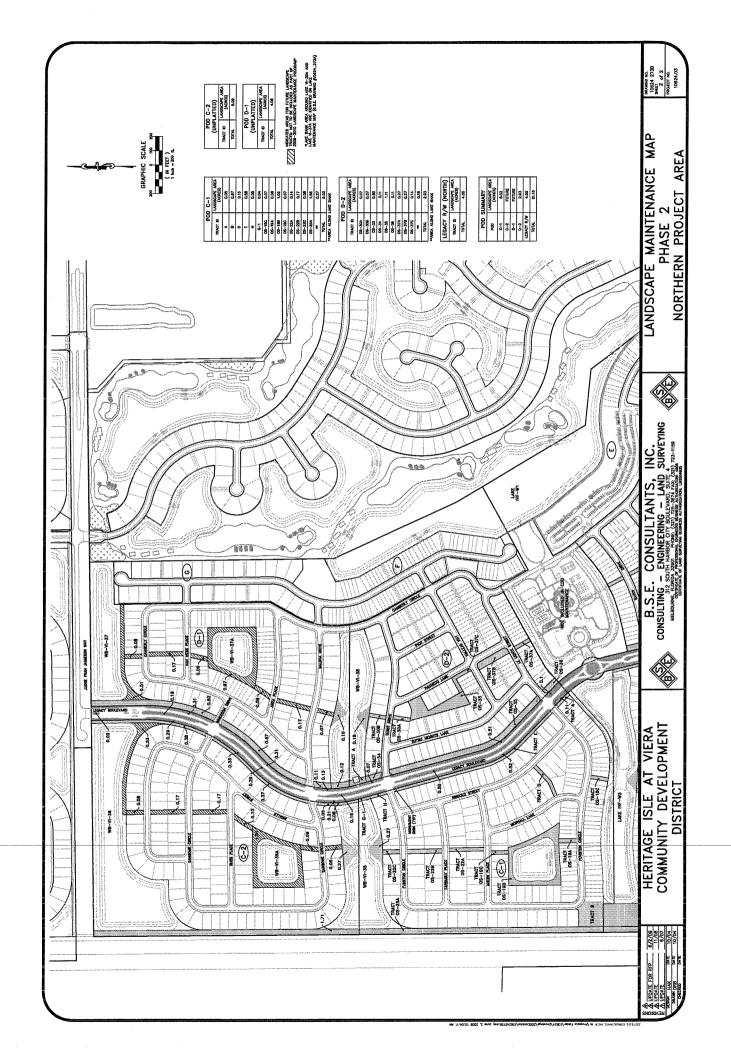
- General Duties Association shall operate, maintain, and repair the irrigation system as shown on the irrigation maintenance map referenced as Exhibit B in the "Agreement between the Heritage Isle at Viera Community Development District and Heritage Isle District Association, Inc. for Irrigation Operation, Maintenance, and Repair Services" dated October 1, 2009 ("Agreement").
- 2. *Minor Repairs* As used herein, the term "Minor Repairs" shall include repairs of damage caused to any of the sprinkler heads or control lines, at or up to 2 inches below the turf line. Association shall keep the irrigation system in good working condition and shall make Minor Repairs and other adjustments as necessary. The Association shall notify the District Manager what day and time of the week the irrigation tech will be available servicing the community.
- 3. *Major Repairs* As used herein, the term "Major Repairs" refers to all below ground repairs including valves, pumps and timers. Association shall provide an estimate for Major Repairs to the District Manager, and, except as provided in Paragraph 7 of this Scope of Services below, any such Major Repairs shall require written approval from the District Manager before commencing work.
- 4. **Routine Maintenance** Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for a minimum of five minutes. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Sprinkler heads will be trimmed to maintain maximum clearance, at all times, for the greatest coverage.
- 5. *Irrigation Reports* On a weekly basis, the Association will provide to the District representative an irrigation report consisting of run times and gallons used during each run time.
- 6. Watering Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Brevard County or any other governmental agencies. It is the responsibility of the Association to ensure the turf and plant material remains healthy. If the Association finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Associations' responsibility to apply for and receive a variation. <u>Violation fines imposed by any local or state agency are the responsibility of the Association.</u>
- 7. *Emergency Service* Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to District Manager or her assign. In the event of an emergency, Association shall make a diligent effort to contact, with the approximate price or estimate of repairs, District Manager, or her assign, prior to making such repair, but may immediately perform any such repair, whether a Minor Repair or Major Repair, where necessary to mitigate harm to the District.
- 8. Consumptive Use Permit A copy of the St. Johns River Water Management District Consumptive Use Permit #92473 is attached as Exhibit C to the Agreement. The Association shall be required to comply with all Conditions of Issuance as shown on the attached permit, and, among other conditions, shall be responsible for all measuring, monitoring and reporting outlined in Conditions 18-20. On an annual basis, the Association shall review all permit conditions and issue a report to the District confirming compliance with said conditions. If the project is out of compliance with the permit requirements, the Association shall make recommendations to the District describing the work, and associated costs and timeframes, required to bring the project into compliance.

# EXHIBIT B

# **IRRIGATION MAINTENANCE MAPS**







# EXHIBIT C

# CONSUMPTIVE USE PERMIT



4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500 On the Internet at *www.sjrwmd.com*.

August 10, 2004

Lennar Development/US Homes, Inc. 151 Wymore Road, Suite 4000 Altamonte Springs, FL 32714

SUBJECT: Consumptive Use Permit Number 92473 Heritage Isle PUD

Dear Sir/Madam:

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the St. Johns River Water Management District on August 10, 2004.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has twenty-six (26) days from the date on which the actual notice is deposited in the mail, or twenty-one (21) days from publication of this notice when actual notice is not provided, within which to file a petition for an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. Receipt of such a petition by the District may result in this permit becoming null and void.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work.

The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of additional information. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

vie geen Lewis Sincerely.

Gloria Lewis, Director Permit Data Services Division

Enclosures: Permit, Conditions for Issuance, Compliance Forms, Map, Well Tags

cc: District Permit File

Agent: B.S.E. Consultants Inc 312 S Harbor City Blvd Ste 4 Melbourne, FL 32901

Ometrias D. Long,	CHAIRMAN	David G. Grahar	M, VICE CHAIRMAN	R. Clay Albright, secr	RETARY D	uane Oltenstroer, TREA	SURER
APOPKA		JACKSC	INVILLE	OCALA		JACKSONVILLE	
W. Michael Branch FERNANDINA BEACH	John G. S Orla		William		Ann T. Moon BUNNELL	8	Susan N. Hughes JACKSONVILLE

# PERMIT NO. <u>92473</u>

# DATE ISSUED: August 10, 2004

### PROJECT NAME: Heritage Isle PUD

### A PERMIT AUTHORIZING:

The District authorizes, as limited by the attached permit conditions, the use of 104.5 MGY (0.29 MGD average) of surface water from the Viera DRI Basin III & IV stormwater management system, 10 MGY (0.03 MGD average) of reclaimed water from Brevard County and 55.0 MGY (0.15 MGD average) of groundwater from the Floridan aquifer to irrigate 109 acres of urban landscape, additional surface water and reclaimed water can be used when available.

### LOCATION:

Site: Heritage Isle PUD Brevard County

Section(s): 8 Township(s): 26S

Range(s):

ange(s): 36E

### **ISSUED TO:**

Lennar Development/US Homes, Inc. 151 Wymore Road, Suite 4000 Altamonte Springs, FL 32714

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40C-1, Florida Administrative Code.

### PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated August 10, 2004

AUTHORIZED BY: St. Johns River Water Management District Department of Resource Management

Bv:

Dwight Jenkins Division Director

### "EXHIBIT A" CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 92473 LENNAR DEVELOPMENT/US HOMES, INC. DATED AUGUST 10, 2004

- 1. District Authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
- 2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, is declared by the District Governing Board, the permittee must adhere to the water shortage restrictions as specified by the District, even though the specified water shortage restrictions may be inconsistent with the terms and conditions of this permit.
- 3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District, or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
- 4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
- 5. Legal uses of water existing at the time of the permit application may not be interfered with by the consumptive use. If unanticipated interference occurs, the District may revoke the permit in whole or in part to curtail or abate the interference unless the permittee mitigates for the interference. In those cases where other permit holders are identified by the District as also contributing to the interference, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.
- 6. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.
- 7. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, Florida Administrative Code.
- 8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
- 9. Landscape irrigation is prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as follows:
  - (a) Irrigation using a micro-irrigation system is allowed anytime.
  - (b) The use of reclaimed water for irrigation is allowed anytime, provided appropriate signs

are placed on the property to inform the general public and Distruct enforcement personnel of such use. Such signs must be in accordance with local restrictions.

(c) Irrigation of, or in preparation for planting, new landscape is allowed any time of day for one 30 day period provided irrigation is limited to the amount necessary for plant establishment.

(d) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, the manufacturer, or best management practices is allowed anytime within 24 hours of application.

(e) Irrigation systems may be operated anytime for maintenance and repair purposes not to exceed ten minutes per hour per zone.

- 10. Facilities using reclaimed water may do so anytime provided appropriate signs are placed on the property to inform the general public and District enforcement personnel of such use. Such signs must be in accordance with local restrictions.
- 11. All submittals made to demonstrate compliance with this permit must include the CUP number 92473 plainly labeled on the submittal.
- 12. This permit will expire 20 years from the date of issuance.
- 13. The annual surface water allocation from the existing on-site stormwater lakes for irrigation of urban landscape is 104.5 million gallons (0.29 MGD average). Additional surface water can be used when available.
- 14. The annual allocation of reclaimed water from the Brevard County South Central sewage Treatment Plant is 10.0 million gallons (0.03 MGD average). Additional reclaimed can be used when available.
- 15. The maximum annual groundwater withdrawal from the Floridan aquifer for irrigation of urban landscape is 55.0 million gallons (0.15 MGD average). All available surface water and reclaimed water must be used prior to using groundwater. The annual groundwater withdrawal shall be less than this except during a two in ten year drought.
- 16. The permittee must install a float control device to prevent groundwater flow to the pond when the water level is 20.0 feet (NGVD), (1.8 feet below the bleeder invert elevation of structure CS IV-FWEST). If problems with off-site seepage or discharges result from maintaining the pond level at the permitted reference elevation, the permittee must reduce augmentation to a level that does not contribute to off-site seepage or discharge.
- 17. Well 1 (District ID 35949), as listed on the permit application, must be equipped with a totalizing flowmeter. The flowmeter must maintain 95% accuracy and be verifiable.
- 18. The permittee must measure the quantity of groundwater withdrawn from Well 1 (District ID 35949), as listed on the permit application. Total withdrawals must be recorded continuously, totaled monthly, and reported to the District at least every six months for the duration of this permit using District forms EN-50. The reporting dates each year will be as follows:

Report Period	Report Due Date
January – June	July 31
July – December	January 31

- 19. The permittee must maintain the flowmeter. In case of failure or preakdown of the meter, the District must be notified in writing within five days of its discovery. A defective meter must be repaired or replaced within thirty days of its discovery.
- 20. The permittee must have the meter calibrated once every three years within 30 days of the anniversary date of this permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District form EN-51 must be submitted to the District within ten days of the inspection and/or calibration.
- 21. The permittee shall submit to the District, a compliance report pursuant to subsection 373.236(3), F.S., on July 31, 2009, July 31, 2014, and July 31, 2019. The reports shall contain sufficient information to demonstrate that the permittee's use of water will continue, for the remaining duration of the permit, to meet the conditions for the permit issuance set forth in the District's rules that existed at the time the permit was issued for 20 years by the District. At a minimum the report must:

a. Meet the submittal requirements of section 4.2 of the Applicant's Handbook: Consumptive Uses of Water, April 10, 2002.

b. Verify that the permittee is using all available lowest quality water to supply the needs of this project.

- c. Demonstrate that the allocation is needed for efficient water use.
- d. Demonstrate that the water use is not contributing to salt water intrusion.

### Notice Of Rights

- A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Sections 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the rights to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections120.569 and 120.57, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka, Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
- 2. If the Governing Board takes action which substantially differs from the notice of District decision, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to District Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at the address described above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with Rule Chapter 28-106, Florida Administrative Code.
- 3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
- A substantially interested person has the right to an informal hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
- 5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District headquarters in Palatka, Florida.
- 6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing (Section 28-106.111, Florida Administrative Code).
- 7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code and Section 40C-1.1007, Florida Administrative Code.

### Notice Of Rights

- 8. An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's written decision regarding a permit application, apply for a special master proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, Florida 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes.
- A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding (Subsection 70.51(10)(b), Florida Statutes).
- 10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding (Subsection 70.51(3), Florida Statutes).
- 11. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of the rendering of the final District action, (Section 373.617, Florida Statutes).
- 12. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure within 30 days of the rendering of the final District action.
- 13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
- 14. For appeals to the District Court of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
- 15. Failure to observe the relevant time frames for filing a petition for judicial review described in paragraphs #11 and #12, or for Commission review as described in paragraph #13, will result in waiver of that right to review.

### **Notice Of Rights**

### Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

Lennar Development/US Homes, Inc. 151 Wymore Road, Suite 4000 Altamonte Springs, FL 32714

At 4:00 p.m. this # day of August, 2004.

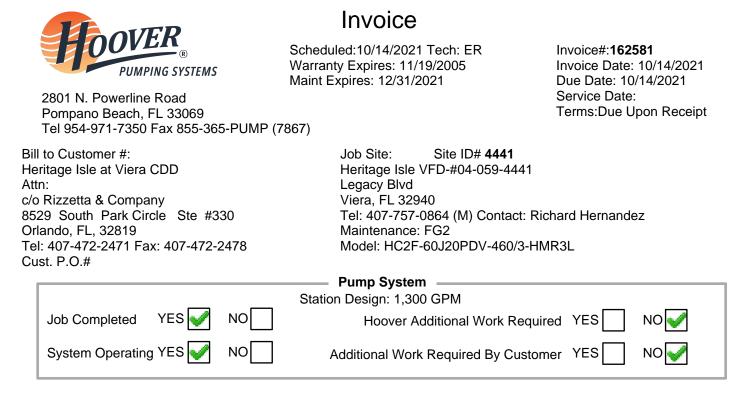
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Division of Permit Data Services Gloria Lewis, Director

St. Johns River Water Management District Post Office Box 1429 Palatka, FL 32178-1429 (386) 329-4152

Permit Number: 92473

TAB 5



Nature of Call

### S/O -- Centrifugal Pump/Motor Replacement (60HP)

Hoover proposes the following:

- Remove faulty pump assembly from system.
- Install new shaft seal in seal bracket, brass shaft sleeve, and sleeve o-rings.
- Install new 60hp 3ph TEFC motor and pump assembly.
- Install new motor stainless steel terminals.
- Reconnect new motor and panel wiring leads with stainless steel wire connectors, hardware, and terminal splice boots.
- Startup, calibrate, and test operation.
- Re-pipe as needed to accommodate new pump.
- Pull prime and test operation.
- Execute Service Proposal 97100.

### Work Performed

- Hoover Install Crew executed work in above work order.
- Hoover technician Ricky and Install Crew completed replacement of failed pump and motor #2
- Primed pump
- Adjusted motor data in VFD #2
- Ran water and tested system for operation
- Filter system replacement still needed



2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 855-365-PUMP (7867)

# Invoice

Scheduled:10/14/2021 Tech: ER Warranty Expires: 11/19/2005 Maint Expires: 12/31/2021 Invoice#:**162581** Invoice Date: 10/14/2021 Due Date: 10/14/2021 Service Date: Terms:Due Upon Receipt

Sub Total: \$11,262.37

Sales Tax \$0.00 Grand Total: \$11,262.37 TAB 6

Proposal# SPN97113 Proposal Date: 10/6/2021 Valid Until: 11/5/2021



2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 855-365-PUMP (7867)

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: 4441 Heritage Isle VFD-#04-059-4441 Legacy Blvd Viera, FL 32940 Tel: Contact:<NA> Model# HC2F-60J20PDV-460/3-HMR3L

# Nature of Service:

### S/O, I/O -- Filter Installation on Existing System

Hoover Pumping Systems will Install an Automatic Filtration System on the Existing Irrigation pumping system as follows: Design 1300 GPM

The Filter assembly eliminates 95% of all organic matter that clogs sprinkler head nozzles. A properly operating automatic filtration system greatly reduces field labor cost while ensuring consistent water coverage preventing losses of landscape material. Additionally clogged field valve ports prevent complete closure allowing small water demand and rapid pump cycling shortening the life of motors and main line pipe fittings. The filter system automatically back washes each filter bank one at a time on a timed basis and secondary pressure differential back cycle. Manual filter disc cleanings required on as needed basis to maintain performance of filter.

Hoover proposes to:

- · Connect filter assembly to existing station discharge.
- Due to existing footprint constraints, Hoover will bring an additional concrete pad. The filter may potentially connect at a different connection point.
- Install piping from filter assembly into lake for filter back flush water with diffuser to prevent lake bank erosion. This will require trenching.
- Provide power to back flush filter controller from existing control panel.
- Includes additional 5 ft. x 7 ft. concrete pad
- Start up, calibrate, and test operation.

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING ITEMS:

- Remove any obstacles in the way of the filter installation
- Any advance ground work for pad install (clear area, level, compacted)

NOTE ON UTILITY LOCATES: Hoover Pumping Systems will contact Sunshine State One Call before digging. Sunshine will notify all public underground utilities companies with regard to Hoover's intent to dig. In a couple days, they will send a locator to mark the location of public underground lines, pipes and cables. Customer is responsible to locate any private underground utilities such as sprinkler lines, site lighting, etc. Customer must provide clear access for Hoover equipment to perform work described above. Hoover is not responsible to repair or replace any damaged landscaping and hardscape damaged caused from this lack of clear access.

CUSTOMER: Per the Sunshine State One Call's guidelines an owner's representative must be available to meet with the locator. Please provide the name and cellular number of the person Sunshine will contact.

**UMPING SYSTEMS** 

Proposal

Proposal# SPN97113 Proposal Date: 10/6/2021 Valid Until: 11/5/2021

2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 855-365-PUMP (7867)

Nature of Service:



Sub Total: \$49,797.61

Grand Total: \$49,797.61

**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.

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Accepted By: Heritage Isle at Viera CDD



Proposal

Proposal# SPN97113 Proposal Date: 10/6/2021 Valid Until: 11/5/2021

2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 855-365-PUMP (7867)

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Jossette Hosein

Signature/ Printed Name/ Date

TAB 7



# **SERVICES CONTRACT**

CUSTOMER NAME: Heritage Isle SUBMITTED TO: Richard Hernandez CONTRACT EFFECTIVE DATE: November 1, 2021, through October 31, 2022 SUBMITTED BY: Joe Harms SERVICES: Trash 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:

PAYMENT TERMS. The Annual Contract Price is \$8,640.00. SOLitude shall invoice Customer \$720,.00 2. per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to 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. 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, the customer will be invoiced and responsible for paying said

additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Services Contract JH Page 2 of 7



expense that are incurred as a result of requirements placed on SOLitude 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 an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective d Contract may be canceled by either party with thirty (30) days written notice. Customer shall be responsible for payment in full for the entire portion of the contract work completed up until the date of early termination. Payment for the final remaining balance shall be due immediately upon final termination of this contract under this clause.

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.

Customers 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 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.

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

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Services Contract JH Page 3 of 7

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 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.

Services Contract JH Page 4 of 7



# ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

# [CUSTOMER]

Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450 Virginia Beach, VA 23453	



# **SCHEDULE A - SERVICES**

# **SCHEDULE A - TREATMENT SERVICES**

# Trash Services:

1. Inorganic trash and light inorganic debris will be removed from the perimeter of the eighteen pond areas at a maximum distance of 5 ft from the edge of the facilities and disposed off-site. Inorganic trash and light inorganic debris will be removed from the general area of the culvert between the two pond areas and disposed off-site. Any trash and debris not easily and reasonably reachable due to high vegetation growth at the time of removal is not the responsibility of Solitude. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the customer's approval for an additional fee.

# 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. Companies 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.

# Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Services Contract JH Page 6 of 7

# 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.

# Customer Responsibilities:

- 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 Order of Conditions or 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.

Services Contract JH Page 7 of 7



- 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.

TAB 8



September 24, 2021

Board of Supervisors Heritage Isle at Viera Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, FL 33625

The following represents our understanding of the services we will provide Heritage Isle at Viera Community Development District.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of *Heritage Isle at Viera Community Development District*, as of September 30, 2021, and for the year then ended and the related notes to the financial statements, which collectively comprise *Heritage Isle at Viera Community Development District*'s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

#### Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Heritage Isle at Viera Community Development District*'s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of the audit, we will assist preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have accepted responsibility for them.

With respect to any nonattest services we perform, such as drafting the financial statements, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The engagement is limited to the services previously outlined. Our firm, it its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### Reporting

We will issue a written report upon completion of our audit of *Heritage Isle at Viera Community Development District's* basic financial statements. Our report will be addressed to the governing body of *Heritage Isle at Viera Community Development District*. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in January 2022 and the audit reports and all corresponding reports will be issued no later than April 15, 2022.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$3,800 for the year ended September 30, 2021 (\$3,800 for September 30, 2022), inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Heritage Isle at Viera Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for one additional year subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *Heritage Isle at Viera Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

#### Public Records

Auditor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and. Accordingly, Auditor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Auditor acknowledges that the designated public records custodian for the District is Rizzetta ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Auditor shall 1) Keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the District; and 4) upon completion of the contract term if Auditor does not transfer the records to the Public Records possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Auditor, Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, in a format that is compatible with Microsoft Word of Adobe PDF formats.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 813-933-5571, KGALLANT@RIZZETTA.COM, OR AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FL 33625.

Heritage Isle at Viera Community Development District Engagement Letter

September 24, 2021 Page 5 of 5

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MCDirmit Davis

This letter correctly sets forth our understanding.

Heritage Isle at Viera Community Development District

Acknowledged and agreed on behalf of Heritage Isle at Viera Community Development District by:

10/10/21 CON Has ISLE



# **Report on the Firm's System of Quality Control**

August 21, 2020

To the Owners of McDirmit Davis, LLC And the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC (the firm), in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <u>www.aicpa.org/prsummary</u>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC in effect for the year ended June 30, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)*, or *fail.* McDirmit Davis, LLC has received a peer review rating of *pass.* 

Frida Gaida & Firez

Prida Guida & Perez, P.A.

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS MEMBER FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS