



Rizzetta & Company

Heritage Isle at Viera Community Development District

Board of Supervisors' Regular Meeting December 14, 2021

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

www.heritageisleatvieracdd.org

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Jay Williams 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	Kutak Rock, LLP.
District Engineer	Ana Saunders	BSE Consultants

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

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

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

December 14, 2021

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

Call-In Information
Number: 1-813-658-6070
Meeting ID: 221833

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Heritage Isle at Viera Community Development District will be held on **Tuesday, December 14, 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**
 - A. FPL Transformer Update by Andrew Zicker
 - B. Brightview Community Update by Daniel Srein
 - C. Hoover Pumping Systems Updated by Nathan Dreher
 - D. Field Service Report by Bryan Schaub
- 3. BUSINESS ADMINISTRATION**
 - C. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 26, 2021 Tab 1
 - B. Ratification of Operation and Maintenance Expenditures For October 2021 Tab 2
- 4. BUSINESS ITEMS**
 - A. Community Monthly Update
 - i. Monthly Report Update by Supervisor Ken Walter Tab 3
 - B. Consideration of Gas Line Installation Tab 4
 - C. Consideration of Third Amendment to Irrigation Maintenance Agreement Tab 5
 - D. Acceptance of Consent of Assignment – Rizzetta Technology Services, LLC. Tab 6
 - E. Discussion regarding Mango Tree Update Tab 7**
 - F. Consideration of Brightview Proposals Tab 8**
 - G. Consideration of Pond Trash Removal Proposal Tab 9**
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. 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.

Very truly yours,

Richard Hernandez

Richard Hernandez
District Manager

cc: Wes Haber, Kutak Rock, LLP.

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 **Wednesday, October 26, 2021 at 10:30 a.m.** at the Brevard County Government Center, Atlantic Room, located 2725 Judge Fran Jamieson Way, 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	District Manager, Rizzetta & Co., Inc.
Alexis Davis	Administrative Assistant, Rizzetta & Co., Inc.
Wes Haber	District Counsel, Hopping Green & Sams, P.A. <i>(via teleconference)</i>
Ana Saunders	District Engineer, BSE Consultants
Andrew Zicker	FPL <i>(via teleconference)</i>
Bryan Schaub	Rizzetta & Co., Inc. <i>(via teleconference)</i>
Josh Taylor	Solitude Lake Management
Sarah Flores	Blown Away
Daniel Srein	Brightview
General Audience	Present <i>(in person & via teleconference)</i>

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 asked Mr. Srein about the spray regrowth of plants in ponds.

-
- A. FPL Transformer Schedule Update by Andrew Zicker
 - a. Mr. Zicker did not have an updated report. Supervisor Ken Walter requested to escalate the District's ticket to high priority.
 - B. Blown Away Community Update by Sarah Flores
 - a. Blown Away is in the final stages of pressure washing services. Ms. Flores provided the Board with an updated schedule.
 - C. Solitude Lake Management
 - a. Mr. Taylor presented a proposal for pond trash removal to the existing contract. The amendment will allow workers to remove the trash within five feet of the pond(s) shoreline.
 - D. Hoover Pumping Systems Update by Nathan Dreher
 - a. Mr. Dreher presented a PowerPoint presentation regarding the pump replacement and filter installation.
 - E. Field Service Inspection Report by Bryan Schaub
 - a. Mr. Schaub presented the Field Inspection Report dated October 2021.
 - F. Brightview Community Update by Daniel Srein
 - a. Mr. Srein informed the Board that a three-year plan is in the works to rejuvenate intersections within the community on a long-term scale. Mr. Srein also announced that he and Mr. Dreher would be coordinating a plan for the landscaping of the pump station. Mr. Srein proposed to have Brightview work with Mr. Schaub to remove trash to integrate into the current service. A proposal for service has been requested.

THIRD ORDER OF BUSINESS

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

On Motion by Mr. Bonin, seconded by Mr. Walter, with all in favor, the Board of Supervisors conditionally approved the minutes of the Board of Supervisors' Regular Meeting held on May 25, 2021, as amended, for Heritage Isle at Viera Community Development District.
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FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Regular Meeting
Held on September 1, 2021**

On Motion by Mr. Bonin, seconded by Mr. Walter, with all in favor, the Board of Supervisors conditionally approved the minutes of the Board of Supervisors' Regular Meeting held on September 1, 2021, as amended, for Heritage Isle at Viera Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for July - September 2021

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

Mr. Hernandez reviewed the Operation and Maintenance Expenditures for July through September 2021.

On Motion by Mr. Smallegan, seconded by Mr. Walter, with all in favor, the Board of Supervisors ratified the operation and expenditures for July 2021 in the amount of \$10,635.69, August 2021 in the amount of \$72,065.75, and September 2021 in the amount of \$61,754.44, for Heritage Isle at Viera Community Development District.

SIXTH ORDER OF BUSINESS

Discussion Regarding HIDA and Irrigation

Mr. Walter gave a detailed assessment report regarding the history of Irrigation MOU.

The Board agreed to terminate the existing MOU agreement, eliminating all parties' responsibilities, and eliminating HIDA as the contractor for irrigation services from common irrigation.

Mr. Haber will draft a letter to express the CDD's intentions to terminate the existing MOU agreement and reconstruct an accurate agreement between HIRVA and the CDD.

Supervisor Bob Goldstein recused himself from this agenda item.

On Motion by Mr. Walter, seconded by Mr. Smallegan, all members except for Supervisor Goldstein, authorized District Counsel and District Manager to coordinate with Supervisor Walter to terminate the existing MOU and draft an amendment regarding the Irrigation MOU, for Heritage Isle at Viera Community Development District.

SEVENTH ORDER OF BUSINESS

Community Update Report – Monthly Report Update

i. Monthly Report

Supervisor Walter presented and reviewed the Landscape Report for October 23, 2021 – November 21, 2021.

EIGHTH ORDER OF BUSINESS

Ratification of Pump Replacement Proposal - Hoover

On Motion by Mr. Williams, seconded by Mr. Walter, with all in favor, the Board of Supervisors approved the Pump Replacement Proposal – Hoover, in the amount of \$11,262.37, for Heritage Isle at Viera Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Filter Installation Proposal - Hoover

On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the Filter Installation Proposal – Hoover, in the amount of \$49,797.61, for Heritage Isle at Viera Community Development District.

On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the total project budget, to not exceed the amount of \$150,000, for Heritage Isle at Viera Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Solitude Lake Management Contract

Mr. Josh Taylor presented a pond trash removal service proposal to the existing contract. The amendment will allow workers to remove the trash within five feet of the pond shoreline.

A discussion ensued.

The following actionable items were all recommended:

- Reach out to Duran to place extra trash cans around pond(s) near the golf course.
- Staff to search for a small business to pick up trash 1-2 times a week.
- Coordinate with Carol Reed to send a trash memo in newsletter.

Mr. Williams requested a proposal from Solitude Lake Management for quarterly trash removal.

ELEVENTH ORDER OF BUSINESS

**Ratification of Audit Engagement
Letter – McDirmit Davis**

On Motion by Mr. Bonin, seconded by Mr. Walter, with all in favor, the Board of Supervisors ratified the Audit Engagement Letter – McDirmit Davis, for Heritage Isle at Viera Community Development District.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Haber explained the Hopping Green & Sams – Kutak Rock, LLP. transition to the Board. Mr. Haber's role as District Counsel will remain the same. Mr. Haber presented the transition letter to the Board.

Option 1: The District's legal services will be transferred to Kutak.

Option 2: The District's legal services will not be transferred to Kutak.

On Motion by Mr. Smallegan, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors authorized Supervisor Williams to sign the transition letter (Option 1) to transfer legal services to Kutak Rock, LLP., for Heritage Isle at Viera Community Development District.

On Motion by Mr. Williams, seconded by Mr. Bonin, with all in favor, the Board of Supervisors authorized Supervisor Williams to sign the Kutak Rock, LLP. contract, for Heritage Isle at Viera Community Development District.

B. District Engineer

Ms. Saunders addressed the current conditions of the marked pond signs. Ms. Saunders indicated which pond signs need to be replaced, leaning, and missing. Ms. Saunders also informed the Board of the bridge inspection.

On Motion by Mr. Goldstein, seconded by Mr. Bonin, with all in favor, the Board of Supervisors approved to put signs at ponds E & F, and replace broken and leaning signs, for Heritage Isle at Viera Community Development District.

C. District Manager

Mr. Hernandez informed the Board regarding various tasks being completed in between meetings. Mr. Hernandez updated the Board regarding the status of the

mango trees.

On Motion by Mr. Smallegan, seconded by Mr. Walter, with all in favor, the Board of Supervisors approved the removal of the mango trees from the District's property by December 1, 2021, for Heritage Isle at Viera Community Development District.
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On Motion by Mr. Smallegan, seconded by Mr. Walter, with all in favor, the Board of Supervisors approved the District Manager to send a letter to the homeowner giving notice of tree removal by December 1, 2021, for Heritage Isle at Viera Community Development District.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Hernandez announced that the next meeting is scheduled for **Tuesday, December 14, 2021 at 10:30 a.m.**

Mr. Williams requested that the Administrative Assistant have the Who's Who Informational Sheet updated with all current contacts and numbers.

FOURTEENTH ORDER OF BUSINESS

Adjournment

<p>On Motion by Mr. Williams, seconded by Mr. Walter, with all in favor, the Board of Supervisors adjourned the meeting at 2:49 p.m. for Heritage Isle at Viera Community Development District.</p>

Secretary/Assistant Secretary

Chairman/Vice Chairman

TAB 2

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 October 2021 Presented For Board Approval

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

The total items being presented: **\$82,944.70**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
B S E Consultants Inc	003628	16665	Inspection and Maintenance Report 08/21-09/21	\$ 21,823.43
B S E Consultants Inc	003628	16744	Engineering Services 09/21	\$ 1,382.40
BrightView Landscape Services, Inc.	003621	7412077	2780 Annuals Installed 06/21	\$ 5,143.00
BrightView Landscape Services, Inc.	003621	7502428	Plant Replacement 08/21	\$ 788.94
BrightView Landscape Services, Inc.	003621	7528497	Irrigation Repairs 08/21	\$ 15,988.15
BrightView Landscape Services, Inc.	003626	7568650	Landscape Maintenance 10/21	\$ 16,594.50
Campus Suite	003627	19875	ADA Compliant Website Q1 FY21/22	\$ 384.38
Florida Power & Light Co	003629	1800257023	FACILITY CHARGE Prem Light 20 yr Pymnts 10/21	\$ 1,602.00
Florida Power & Light Co	003629	1800257031	FACILITY CHARGE Prem Light 20 yr Pymnts 10/21	\$ 981.00
Florida Power & Light Co	003629	FPL Summary 10/21	FPL Summary 10/21	\$ 5,421.47
Hoover Pumping Systems Corp.	003622	162438	Mainline Repair 09/21	\$ 475.10
Hopping Green & Sams	003623	125030	General Legal Services 07/21	\$ 423.50
Rizzetta & Company	003624	INV0000061857	District Management Services 10/21	\$ 6,272.83
Rizzetta & Company	003630	INV0000062026	Assessment Roll Preparation FY 21/22	\$ 5,250.00

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	003625	INV0000007994	Website & EMail Hosting Services 10/21	\$ 175.00
Solitude Lake Management, LLC.	003631	PI-A00685555	Fountain Maintenance 10/21-12/21	<u>\$ 239.00</u>
<u>Report Total</u>				<u>\$ 82,944.70</u>



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

Invoice

Bill To:

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

Invoice #: 16665
Invoice Date: 10/8/2021
Due Date: 11/7/2021
Project: 10624.03.47 Heritage Isle 2021
Description: Inspection and Maintenance Report
Project Manager: Ana Saunders
Service Dates: August-September 2021

Item	Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task 1	Inspection and Report - Parcel A-1 (Phase 1)	2,350.00			43.00%	43.00%	1,010.50
Task 2	Inspection and Report - Parcel A-2 (Phase 3)	2,000.00			43.00%	43.00%	860.00
Task 3	Inspection and Report - Parcel B-1 (Phase 4)	2,000.00			43.00%	43.00%	860.00
Task 4	Inspection and Report - Parcel B-2 (Phase 2)	2,000.00			43.00%	43.00%	860.00
Task 5	Inspection and Report - Parcel E (Phase 1, MF)	1,350.00			43.00%	43.00%	580.50
Task 6	Inspection and Report - Parcel E (SF)	1,500.00			43.00%	43.00%	645.00
Task 7	Inspection and Report - Parcel C-1 (Phase 6)	2,675.00			43.00%	43.00%	1,150.25
Task 8	Inspection and Report - Parcel C-2 (Phase 7)	3,475.00			43.00%	43.00%	1,494.25
Task 9	Inspection and Report - Parcel D-1 and G (Phase 8)	3,000.00			43.00%	43.00%	1,290.00
Task 10	Inspection and Report - Parcel D-2 (Phase 5)	3,180.00			43.00%	43.00%	1,367.40
Task 11	Inspection and Report - Parcel F (SF)	1,500.00			43.00%	43.00%	645.00

Thank you for your business.

Invoice Total:

Payments/Credits:

Balance Due:



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

Invoice

Bill To:

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

Invoice #: 16665
Invoice Date: 10/8/2021
Due Date: 11/7/2021
Project: 10624.03.47 Heritage Isle 2021
Description: Inspection and Maintenance Report
Project Manager: Ana Saunders
Service Dates: August-September 2021

Item	Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Reimb Group	Additional services - Hourly – per contract rate schedule						
	Copies/Prints						118.08
	Copies & Prints						206.45
	Copies & Prints						83.50
	Total Reimbursable Expenses						408.03
Reimb Group	Total Reimbursable Expenses						10,652.50
<div>Date Rec'd Rizzetta & Co., Inc. 10/11/2021</div> <div>D/M approval <u>RA</u> Date 10/19/21</div> <div>Date entered 10/15/2021</div> <div>Fund 001 GL 57200 OC 6403</div> <div>Check #</div>							

Thank you for your business.

Invoice Total: \$21,823.43

Payments/Credits: \$0.00

Balance Due: \$21,823.43



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

Invoice

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

Invoice #: 16744
Invoice Date: 10/8/2021
Due Date: 11/7/2021
Project: 10624.03 Heritage Isle
Description: Engineering Services
Project Manager: Ana Saunders
Service Dates: September 2021

Item	Description	Date	Hours	Rate	Amount
SPE05-Site Visit	Site Visit	9/1/2021	1.5	160.00	240.00
SPE712-CDD Meeting	CDD Meeting	9/1/2021	6.25	160.00	1,000.00
SPE710-Conference Call	Conference Call	9/9/2021	0.25	160.00	40.00
SPE038-Correspondence	Correspondence	9/28/2021	0.5	160.00	80.00
	9/1/21 Sidewalk Site Visit	10/8/2021		22.40	22.40
<div>Date Rec'd Rizzetta & Co., Inc. <u>10/11/2021</u> D/M approval <u>RA</u> Date <u>10/19/21</u> Date entered <u>10/14/2021</u> Fund <u>001</u> GL <u>51300</u> OC <u>3103</u> Check # _____</div>					

Thank you for your business.

Invoice Total: \$1,382.40
Payments/Credits: \$0.00
Balance Due: \$1,382.40

BrightView

Landscape Services

INVOICE

RECEIVED

AUG 16 2021

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

Customer #: 20634449
Invoice #: 7412077
Invoice Date: 6/16/2021
Sales Order: 7537658
Cust PO #:

Project Name: 06 02 2021 Heritage Isle CDD - Flowers for June

Project Description: Annual flowers for CDD on Legacy Blvd

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 Rec'd Rizzetta & Co., Inc. 08/16/21 D/M approval <u>RH</u> Date 9/24/21 Date entered 09/23/2021 Fund 001 GL 53900 OC 4652 Check #					Total Invoice Amount 5,143.00 Taxable Amount Tax Amount Balance Due 5,143.00

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 #: 7412077
Invoice Date: 6/16/2021

Amount Due: \$ 5,143.00

Thank you for allowing us to serve you

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

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

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

From: [Daniel Srein](#)
To: [April Puerta](#)
Cc: [Olga Stoyanova](#)
Subject: RE: Heritage Isle at Viera Community Invoice(s) 7542750
Date: Thursday, September 23, 2021 8:28:54 AM
Attachments: [image007.png](#)
[image008.png](#)
[image009.png](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

This is a contract piece for the annuals. But it's billable. It's in the contract for the annuals but we do an invoice each time. I don't know if I am explaining that correctly. The current cost is 5143 which was increased from 4k or so when we added annual beds last year. It wasn't an issue before because it was under 4k but now since its over 5k it asks for approval which is in the contract. I have the approval email for the increase in annual count.

Daniel Srein

Account Manager

BrightView Landscape Services, Inc.
3545 N. US 1
Cocoa, FL 32906

daniel.srein@brightview.com
www.brightview.com



From: April Puerta
Sent: Wednesday, September 22, 2021 7:30 PM
To: Daniel Srein <Daniel.Srein@brightview.com>
Subject: FW: Heritage Isle at Viera Community Invoice(s) 7542750
Importance: High

Following up to make sure you sent this approval to Olga.
SO 7617052

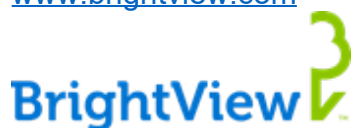
Warm regards,

April N. Puerta

Regional Administrator
Florida Central
BrightView Landscape Services

C. 407 639 8872

april.puerta@brightview.com
www.brightview.com



From: Olga Stoyanova <OStoyanova@rizzetta.com>

Sent: Wednesday, September 22, 2021 9:34 AM

To: April Puerta <April.Puerta@brightview.com>

Subject: RE: Heritage Isle at Viera Community Invoice(s) 7542750

Thank you, I appreciate it!

Olga Stoyanova
CDD Accounting Clerk

407.472.2471 Ext.: 6724
ostoyanova@rizzetta.com

rizzetta.com

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From: April Puerta <April.Puerta@brightview.com>

Sent: Wednesday, September 22, 2021 9:26 AM

To: Olga Stoyanova <OStoyanova@rizzetta.com>

Subject: RE: Heritage Isle at Viera Community Invoice(s) 7542750

Thanks for those details Olga!

I reached out to Daniel and will have that last approval for you. I requested he send it by close of business today.

April N. Puerta
Regional Administrator
Florida Central
BrightView Landscape Services

C. 407 639 8872

april.puerta@brightview.com
www.brightview.com



From: Olga Stoyanova <OStoyanova@rizzetta.com>

Sent: Wednesday, September 22, 2021 9:10 AM

To: April Puerta <April.Puerta@brightview.com>

Subject: RE: Heritage Isle at Viera Community Invoice(s) 7542750

Good morning April,

Thank you for sending these. It looks like we have only invoice 7412077 left – please send me a signed proposal for it as soon as you can. Invoices will be submitted for approval on Friday, and checks will be cut next Wednesday.

Thank you!

Olga Stoyanova
CDD Accounting Clerk

407.472.2471 Ext.: 6724
ostoyanova@rizzetta.com

rizzetta.com

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From: April Puerta <April.Puerta@brightview.com>

Sent: Wednesday, September 22, 2021 8:06 AM

To: Olga Stoyanova <OStoyanova@rizzetta.com>

Subject: FW: Heritage Isle at Viera Community Invoice(s) 7542750

Good morning Olga!

Approvals for invoices 7365211 and 7457836 attached.

April N. Puerta
Regional Administrator
Florida Central
BrightView Landscape Services

C. 407 639 8872

april.puerta@brightview.com
www.brightview.com



From: Daniel Srein <Daniel.Srein@brightview.com>
Sent: Wednesday, September 22, 2021 8:04 AM
To: April Puerta <April.Puerta@brightview.com>
Cc: Justin Warner <Justin.Warner@brightview.com>; Fletcher Coonan <Fletcher.Coonan@brightview.com>
Subject: RE: Heritage Isle at Viera Community Invoice(s) 7542750

Attached are the approvals for the requested SOs. I will also attach in Extra Work. Sorry for the delay,

Thank you,
Daniel Srein

Account Manager
BrightView Landscape Services, Inc.
3545 N. US 1
Cocoa, FL 32906

daniel.srein@brightview.com
www.brightview.com



From: April Puerta
Sent: Wednesday, September 22, 2021 7:53 AM
To: Daniel Srein <Daniel.Srein@brightview.com>
Cc: Justin Warner <Justin.Warner@brightview.com>; Fletcher Coonan <Fletcher.Coonan@brightview.com>
Subject: RE: Heritage Isle at Viera Community Invoice(s) 7542750
Importance: High

Good morning Daniel! Please confirm back this was completed. This is time sensitive.

April N. Puerta

Regional Administrator
Florida Central
BrightView Landscape Services

C. 407 639 8872

april.puerta@brightview.com
www.brightview.com



From: April Puerta

Sent: Monday, September 20, 2021 7:32 PM

To: Daniel Srein <Daniel.Srein@brightview.com>

Cc: Justin Warner <Justin.Warner@brightview.com>; Fletcher Coonan
(Fletcher.Coonan@brightview.com) <Fletcher.Coonan@brightview.com>

Subject: FW: Heritage Isle at Viera Community Invoice(s) 7542750

Importance: High

Daniel: Please make sure you email these approvals to Olga by close of business tomorrow. Customer is unable to pay these past due invoices without proof of approval submitted.

April N. Puerta

Regional Administrator
Florida Central
BrightView Landscape Services

C. 407 639 8872

april.puerta@brightview.com
www.brightview.com



From: April Puerta

Sent: Friday, September 17, 2021 2:51 PM

To: Daniel Srein <Daniel.Srein@brightview.com>

Cc: Olga Stoyanova <OStoyanova@rizzetta.com>; Justin Warner <Justin.Warner@brightview.com>

Subject: FW: Heritage Isle at Viera Community Invoice(s) 7542750

Importance: High

Daniel,

Please promptly forward missing approvals to Olga, cc'd into this email, for the following invoices:

Invoice	Approval Status	AM	SO
7365211	Obtaining from manager, will forward once received	Daniel Srein	7486396
7457836	Obtaining from manager, will forward once received	Daniel Srein	7527708

Please kindly ensure all approvals are attached to your SO in Extra Work going forward as this will attach it to the invoice in billing.

Warm regards,

April N. Puerta
Regional Administrator
Florida Central
BrightView Landscape Services

C. 407 639 8872

april.puerta@brightview.com
www.brightview.com



From: April Puerta

Sent: Friday, September 17, 2021 2:45 PM

To: Olga Stoyanova <OStoyanova@rizzetta.com>

Cc: Richard Hernandez <RHernandez@rizzetta.com>; Billing <Billing@brightview.com>; Jessica Brown <Jessica.Brown@brightview.com>

Subject: RE: Heritage Isle at Viera Community Invoice(s) 7542750

Invoice	Approval Status
7365211	Obtaining from manager, will forward once received
7412077	Attached
7457836	Obtaining from manager, will forward once received
7477454	Attached
7489767	Attached
7542750	Attached

April N. Puerta
Regional Administrator
Florida Central
BrightView Landscape Services

C. 407 639 8872

april.puerta@brightview.com
www.brightview.com



From: Olga Stoyanova <OStoyanova@rizzetta.com>

Sent: Friday, September 17, 2021 1:54 PM

To: April Puerta <April.Puerta@brightview.com>

Cc: Richard Hernandez <RHernandez@rizzetta.com>; Billing <Billing@brightview.com>; Jessica Brown <Jessica.Brown@brightview.com>; Olga Stoyanova <OStoyanova@rizzetta.com>

Subject: RE: Heritage Isle at Viera Community Invoice(s) 7542750

April,

As stated in my previous emails they are:

- BrightView 7365211 Obtaining from manager, will forward once received.
- BrightView 7412077
- BrightView 7457836
- BrightView 7477454
- BrightView 7489767
- BrightView 7542750

Thank you! I appreciate your help.

Olga Stoyanova
CDD Accounting Clerk

407.472.2471 Ext.: 6724
ostoyanova@rizzetta.com

rizzetta.com

Electronic Mail Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (407) 472-2471 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this possibility when including personal information in your communications. Unless specifically indicated, the contents of this electronic message and its related attachments (including forwarded messages) do not constitute a legal opinion on behalf of the sender and/or Rizzetta & Company, Inc. Recipients of this message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.

From: April Puerta <April.Puerta@brightview.com>

Sent: Friday, September 17, 2021 1:29 PM



INVOICE

Sold To: 20634449
Heritage Isle at Viera CDD
c/o Rizzetta & Company
23434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 20634449
Invoice #: 7502428
Invoice Date: 8/19/2021
Sales Order: 7555666
Cust PO #:

Project Name: Upgrade head size along CDD walkway behind Toland Dr

Project Description: Replace 16 Rotors with 6" Rotors instead of 4" Rotors behind Toland dr

Job Number	Description	Qty	UM	Unit Price	Amount
460400254	Heritage Isle at Viera CDD Replace 4" rotors with 6" roto	16.000	EA	49.31	788.94
Date Rec'd Rizzetta & Co., Inc. 09/30/2021 D/M approval <u>RA</u> Date 10/4/21 Date entered 09/30/2021 Fund 001 GL 53900 OC 4609 Check # _____					Total Invoice Amount 788.94 Taxable Amount Tax Amount Balance Due 788.94

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 #: 7502428
Invoice Date: 8/19/2021

Amount Due: \$ 788.94

Thank you for allowing us to serve you

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

Heritage Isle at Viera CDD
c/o Rizzetta & Company
23434 Colwell Ave Ste 200
Tampa FL 33614

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



Proposal for Extra Work at Heritage Isle at Viera CDD

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

Project Name Upgrade head size along CDD walkway behind Toland Dr
Project Description 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

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.
14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

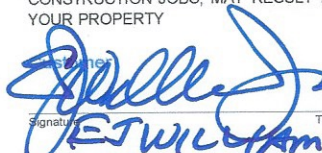
The following sections shall apply where Contractor provides Customer with tree care services:

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

Acceptance of this Contract

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

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

Signature:  Title: **District Manager**
 Printed Name: **Richard Hernandez** Date: **June 28, 2021**

BrightView Landscape Services, Inc. "BrightView"

Signature: _____ Title: **Associate Account Manager**

Signature: **Daniel J Srein** Date: **June 28, 2021**

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



June 28, 2021

Page 1 of 2

Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name Heritage Isle at Viera CDD
Property Address 6800 Legacy Blvd.
Melbourne, FL 32940

Contact Richard Hernandez
To Heritage Isle at Viera Community
Billing Address 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

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Replace the ADM in Controller 9 due to an electrical 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

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

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




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

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

Acceptance of this Contract

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

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

Customer: 
 Signature:  Title: 
 Richard Hernandez June 28, 2021
 Printed Name Date

BrightView Landscape Services, Inc. "BrightView"
 Irrigation Manager
 Signature Title

Jason B. Nelson June 28, 2021
 Printed Name Date

Job #: 460400254 Proposed Price: \$968.15
 SO # 7555652



June 28, 2021

Page 1 of 2

Proposal for Extra Work at Heritage Isle at Viera CDD

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

Project Name Heritage Isle ADM mod replacement

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

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

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

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
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16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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

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

Signature:  Title: District Manager
 Printed Name: Richard Hernandez Date: June 28, 2021

BrightView Landscape Services, Inc. "BrightView"

Signature: _____ Title: Irrigation Manager

Signature: Jason B. Nelson Title: _____
 Printed Name: Jason B. Nelson Date: June 28, 2021

Job #: 460400254 Proposed Price: \$968.15
 SO # 7555647



INVOICE

Sold To: 20634449
Heritage Isle at Viera CDD
c/o Rizzetta & Company
23434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 20634449
Invoice #: 7528497
Invoice Date: 8/27/2021
Sales Order: 7597100
Cust PO #:

Project Name: Mainline Repair along legacy

Project Description: To repair 4" mainline boing to 12" saddle at 10' depth

Job Number	Description	Qty	UM	Unit Price	Amount
460400254	No time charged for onsite tech				
	Heritage Isle at Viera CDD				
	Large Mini-Excavator - Weekly	1.000	WK	2633.03	2,633.03
	2" Pump for draining mainline	1.000	WK	1432.99	1,432.99
	4" Ductile 90 degree bend	3.000	EA	197.74	593.21
	4" Gate Valve	1.000	EA	1341.30	1,341.30
	4" Restraints	8.000	EA	143.27	1,146.13
	General Labor- Regular Time	136.000	HR	55.00	7,480.00
	St Augustine - Floratam Turf I	800.000	SF	1.50	1,201.84
	4" pipe and Misc	1.000	EA	159.65	159.65
	Onsite Techs	104.000	HR	0.00	
Date Rec'd Rizzetta & Co., Inc. 09/30/2021					
D/M approval <i>RA</i> Date 10/4/21					
Date entered 09/30/2021					
Fund 001 GL 53900 OC 4609					
Check #					
				Total Invoice Amount	15,988.15
				Taxable Amount	
				Tax Amount	
				Balance Due	15,988.15

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 #: 7528497
Invoice Date: 8/27/2021

Amount Due: \$ 15,988.15

Thank you for allowing us to serve you

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

Heritage Isle at Viera CDD
c/o Rizzetta & Company
23434 Colwell Ave Ste 200
Tampa FL 33614

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



Proposal for Extra Work at Heritage Isle at Viera CDD

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

Project Name Mainline Repair along legacy
Project Description To repair 4" mainline boing to 12" saddle at 10' depth

Scope of Work

No time charged for onsite tech

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	WEEK	Large Mini-Excavator - Weekly Equipment Rate	\$2,633.03	\$2,633.03
1.00	WEEK	2" Pump for draining mainline and Safety Shoring	\$1,432.99	\$1,432.99
3.00	EACH	4" Ductile 90 degree bend	\$197.74	\$593.21
1.00	EACH	4" Gate Valve	\$1,341.30	\$1,341.30
8.00	EACH	4" Restraints	\$143.27	\$1,146.13
1.00	EACH	4" pipe and Misc	\$159.65	\$159.65
136.00	HOURL	General Labor- Regular Time	\$55.00	\$7,480.00
104.00	HOURL	Onsite Techs	\$0.00	\$0.00
800.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.50	\$1,201.84

For internal use only

SO# 7597100
JOB# 460400254
Service Line 150

Total Price \$15,988.15

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

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.
14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

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

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

Acceptance of this Contract

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

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

Customer

 Signature Title

Richard Hernandez

August 19, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Irrigation Manager

Signature

Title

Jason B. Nelson

August 19, 2021

Printed Name

Date

Job #: 460400254

Proposed Price: \$15,988.15

SO # 7597100

INVOICE

Heritage Isle at Viera CDD
c/o Rizzetta & Company
23434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 20634449
Invoice #: 7568650
Invoice Date: 10/1/2021
Cust PO #:

Job Number	Description	Amount
460400254	<p>Heritage Isle at Viera CDD Landscape Maintenance For October</p> <p style="text-align: right;">Date Rec'd Rizzetta & Co., Inc. <u>09/29/2021</u> D/M approval <u><i>RH</i></u> Date <u>10/4/21</u> Date entered <u>10/01/2021</u> Fund <u>001</u> GL <u>53900</u> OC <u>4604</u> Check # <u> </u></p> <p style="text-align: right;">Total invoice amount 16,594.50 Tax amount Balance due 16,594.50</p>	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 #: 7568650
Invoice Date: 10/1/2021

Amount Due:	\$16,594.50
-------------	-------------

Thank you for allowing us to serve you

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

Heritage Isle at Viera CDD
c/o Rizzetta & Company
23434 Colwell Ave Ste 200
Tampa FL 33614

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

INVOICE

BILL TO

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

INVOICE # 19875**DATE** 10/01/2021**DUE DATE** 10/16/2021**TERMS** Net 15**DESCRIPTION****AMOUNT**

CDD Website Services - Hosting, support and training

150.00

CDD Ongoing PDF Accessibility Compliance Service

234.38

Quarterly service

BALANCE DUE**\$384.38**Date Rec'd Rizzetta & Co., Inc. 10/01/2021D/M approval RA Date 10/4/21Date entered 10/01/2021Fund 001 GL 51300 OC 5103Check #

PAYMENT COUPON

/4115006401066800013324180025702300000160200

1800257023 1 of 1

4,1,1500,640106,6800013324,1800257023,0,0000160200

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.: 1800257023
This Month's Charges Past Due After 10/31/2021	Amount Due This Invoice \$ 1,602.00

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

FPL
General Mail Facility
Miami FL 33188-0001

RECEIVED
OCT - 7 2021

Florida Power & Light Company

Federal Tax Id.#: 59-0247775

Invoice

Customer Name and Address

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

Customer Number: **6800013324**

Invoice Number: **1800257023**

Invoice Date: **10/01/2021**

4,1,1500,640106,6800013324,1800257023,0,0000160200

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800013324 Invoice No: 1800257023

Description	Amount
PREMIUM LIGHTING 20 YR CONTRACT MONTHLY BILLING	1,602.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	Total Amount Due \$1,602.00 This Month's Charges Past Due After 10/31/2021

Date Rec'd Rizzetta & Co., Inc. 10/07/2021

D/M approval RA Date 10/11/21

Date entered 10/07/2021

Fund 001 GL 53100 OC 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

/4115006401066800013324180025703100000098100

1800257031 1 of 1

4,1,1500,640106,6800013324,1800257031,0,0000098100

Please mail this portion with your check

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

Cust. No.: 6800013324	Inv. No.: 1800257031
This Month's Charges	Amount Due
Past Due After	This Invoice
10/31/2021	\$ 981.00

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

RECEIVED

OCT - 7 2021

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Federal Tax Id.#: 59-0247775

Invoice

Customer Name and Address

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

Customer Number: **6800013324**

Invoice Number: **1800257031**

Invoice Date: **10/01/2021**

4,1,1500,640106,6800013324,1800257031,0,0000098100

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800013324 Invoice No: 1800257031

Description	Amount
PREMIUM LIGHTING 20 YR CONTRACT MONTHLY BILLING	981.00
For Inquiries Contact: JAMES MONROIG 1-800-847-5484	Total Amount Due \$981.00 This Month's Charges Past Due After 10/31/2021

Date Rec'd Rizzetta & Co., Inc. 10/07/2021

D/M approval RA Date 10/11/21

Date entered 10/07/2021

Fund 001 GL 53100 OC 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 Power & Light Company Summary

October 2021

Date 10/13/2021

Due Date 11/03/2021

Period Covered 09/14/2021-10/13/2021

Account Number	GL Account	Location	Amount
11699-74381	4307	Decorative Lgtng-L	\$ 1,371.24
47818-03004	4301	6813 Legacy Blvd # Pump	\$ 2,028.37
57620-18553	4307	Decorative Lgtng # Heritage Isle	\$ 1,202.61
69877-97013	4301	6494 Legacy Blvd # Irr	\$ 819.25
			\$ 5,421.47
	53100-4307	Street Lights	\$2,573.85
	53100-4301	Utility Services	\$2,847.62
			\$5,421.47

Date Rec'd Rizzetta & Co., Inc. 10/14/2021

D/M approval RA Date 10/19/21

Date entered 10/14/2021

Fund 001 GL 53100 OC 4307 \$2,573.85

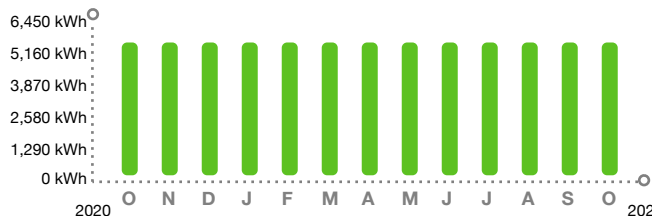
Check # 4301 \$2,847.62

**Electric Bill Statement****For:** Sep 14, 2021 to Oct 13, 2021 (29 days)**Statement Date:** Oct 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

Nov 3, 2021

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

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

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after January 03, 2022 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 Service: (321) 723-7795
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 27

2109116997438194217310000

HERITAGE ISLE AT VIERA CDD
8529 SOUTHPARK CIR STE 330
ORLANDO FL 32819-9064The amount enclosed includes
the following donation:
FPL Care To Share: _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

11699-74381

ACCOUNT NUMBER

\$1,371.24

TOTAL AMOUNT YOU OWE

Nov 3, 2021

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



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

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	1,371.24
Payment received - Thank you	-1,371.24
Balance before new charges	\$0.00

New Charges

Rate: SL-1 STREET LIGHTING SERVICE

Electric service amount **	1,285.62
Gross receipts tax	8.89
Franchise charge	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:	\$0.031940 per kWh
Fuel charge:	\$0.027510 per kWh

METER SUMMARY

Next bill date Nov 11, 2021.

Usage Type

Total kWh used

Usage

5840

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Oct 13, 2021	Sep 14, 2021	Oct 13, 2020
kWh Used	5840	5840	5840
Service days	29	32	29
kWh/day	201	183	201
Amount	\$1,371.24	\$1,371.24	\$1,331.18

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

For: 09-14-2021 to 10-13-2021 (29 days)
kWh/Day: 201
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	175	14400	F	80		5,840	
Energy					2.230000		178.40
Non-energy					9.390000		751.20
Maintenance							
ZPLHERI				40			
Non-energy					4.690000		187.60
Fixtures							

* 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



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

FPL.com Page 2

ESLA

For: 09-14-2021 to 10-13-2021 (29 days)
kWh/Day: 201
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							178.40
Non-energy sub total							938.80
Sub total						5,840	1,117.20
Energy conservation cost recovery							2.45
Capacity payment recovery charge							0.93
Environmental cost recovery charge							1.58
Storm protection recovery charge							2.80
Fuel charge							160.66
Electric service amount							1,285.62
Gross receipts tax incr							8.89
Franchise charge							76.73
Total						5,840	1,371.24

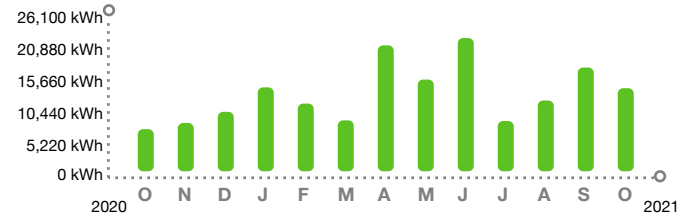
* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

**Electric Bill Statement****For:** Sep 14, 2021 to Oct 13, 2021 (29 days)**Statement Date:** Oct 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****\$2,028.37**

TOTAL AMOUNT YOU OWE

Nov 3, 2021

NEW CHARGES DUE BY

Pay \$1,896.88 instead
of \$2,028.37 by your
due date. Enroll in
FPL Budget Billing®.
FPL.com/BB**ENERGY USAGE HISTORY****BILL SUMMARY**

Amount of your last bill	2,248.84
Payments received	-2,248.84
Balance before new charges	0.00
Total new charges	2,028.37
Total amount you owe	\$2,028.37

(See page 2 for bill details.)

KEEP IN MIND

- Enroll now in FPL Budget Billing when you pay \$1,896.88 by your due date instead of \$2,028.37. Make your bills easier to manage with more predictable payments. Learn more at [FPL.com/BB](https://www.fpl.com/BB)
- Payment received after January 03, 2022 is considered LATE; a late payment charge of 1% will apply.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 27 189688 21094781803004 7382020000

HERITAGE ISLE AT VIERA CDD
8529 SOUTHPARK CIR STE 330
ORLANDO FL 32819-9064The amount enclosed includes
the following donation:
FPL Care To Share: _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

47818-03004

ACCOUNT NUMBER

\$2,028.37

TOTAL AMOUNT YOU OWE

Nov 3, 2021

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



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

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	2,248.84
Payment received - Thank you	-2,248.84
Balance before new charges	\$0.00

New Charges

Rate: GSD-1 GENERAL SERVICE DEMAND

Customer charge:	\$26.48
Non-fuel: (\$0.023540 per kWh)	\$347.90
Fuel: (\$0.028360 per kWh)	\$419.13
Demand: (\$11.30 per KW)	\$1,073.50

Electric service amount 1,867.01

Gross receipts tax 47.87

Franchise charge 113.49

Taxes and charges 161.36

Total new charges \$2,028.37

Total amount you owe \$2,028.37

METER SUMMARY

Meter reading - Meter KNL7327. Next meter reading Nov 11, 2021.

Usage Type	Current	-	Previous	=	Usage
kWh used	98405		83626		14779
Demand KW	95.24				95

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Oct 13, 2021	Sep 14, 2021	Oct 13, 2020
kWh Used	14779	18471	7496
Service days	29	32	29
kWh/day	509	577	258
Amount	\$2,028.37	\$2,248.84	\$1,569.67

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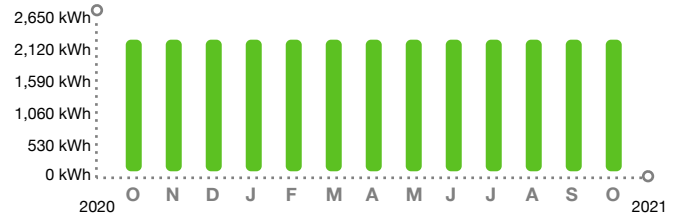
When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not 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.

**Electric Bill Statement****For:** Sep 14, 2021 to Oct 13, 2021 (29 days)**Statement Date:** Oct 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

Nov 3, 2021

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**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 page 2 for bill details.)

KEEP IN MIND

- Payment received after January 03, 2022 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 Service: (321) 723-7795
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 27

2109576201855391620210000

HERITAGE ISLE AT VIERA CDD
8529 SOUTHPARK CIR STE 330
ORLANDO FL 32819-9064The amount enclosed includes
the following donation:
FPL Care To Share: _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

57620-18553

ACCOUNT NUMBER

\$1,202.61

TOTAL AMOUNT YOU OWE

Nov 3, 2021

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



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

FPL.com Page 2

E001

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
Gross receipts tax	3.63
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:	\$0.031940 per kWh
Fuel charge:	\$0.027510 per kWh

METER SUMMARY

Next bill date Nov 11, 2021.

Usage Type

Total kWh used

Usage

2378

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Oct 13, 2021	Sep 14, 2021	Oct 13, 2020
kWh Used	2378	2378	2378
Service days	29	32	29
kWh/day	82	74	82
Amount	\$1,202.61	\$1,202.61	\$1,185.95

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[FPL.com/MobileApp](https://www.fpl.com/mobileapp)

Savings to sing about

Use FPL Business Energy Manager to manage energy use.

[FPL.com/BusinessEnergyManager](https://www.fpl.com/businessenergymanager)

Help others in need

Help your neighbors in need by contributing to FPL Care To Share® monthly through your FPL bill.

[FPL.com/CareToShare](https://www.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.



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

FPL.com Page 1

ESLA

For: 09-14-2021 to 10-13-2021 (29 days)
kWh/Day: 82
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	70	6300	F	40		1,160	
Energy					0.890000		35.60
Non-energy					7.880000		315.20
Maintenance							
ZLTHSLL	70	6300	F	42		1,218	
Energy					0.890000		37.38
Non-energy					6.640000		278.88
Maintenance							
ZPLHSLE				20			
Non-energy					10.510000		210.20
Fixtures							
ZPLHSLL				21			
Non-energy					8.850000		185.85
Fixtures							

* 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



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

FPL.com Page 2

ESLA

For: 09-14-2021 to 10-13-2021 (29 days)
kWh/Day: 82
Service Address:
DECORATIVE LGTNG # HERITAGE ISLE
MELBOURNE, FL 32940

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

**Electric Bill Statement****For:** Sep 14, 2021 to Oct 13, 2021 (29 days)**Statement Date:** Oct 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.

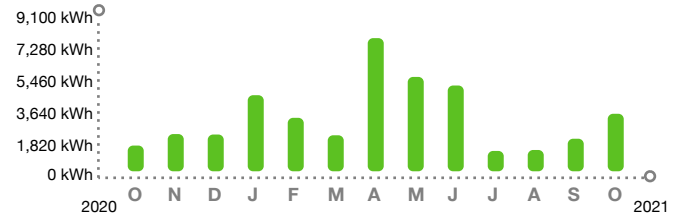
CURRENT BILL**\$819.25**

TOTAL AMOUNT YOU OWE

Nov 3, 2021

NEW CHARGES DUE BY

Pay \$697.26 instead
of \$819.25 by your
due date. Enroll in
FPL Budget Billing®.
FPL.com/BB

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	400.48
Payments received	-400.48
Balance before new charges	0.00
Total new charges	819.25
Total amount you owe	\$819.25

(See page 2 for bill details.)

KEEP IN MIND

- Enroll now in FPL Budget Billing when you pay \$697.26 by your due date instead of \$819.25. Make your bills easier to manage with more predictable payments. Learn more at [FPL.com/BB](https://www.fpl.com/BB)
- Payment received after January 03, 2022 is considered LATE; a late payment charge of 1% will apply.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27 69726 2109698779701335291800000

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

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

69877-97013

ACCOUNT NUMBER

\$819.25

TOTAL AMOUNT YOU OWE

Nov 3, 2021

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



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

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	400.48
Payment received - Thank you	-400.48
Balance before new charges	\$0.00

New Charges

Rate: GSD-1 GENERAL SERVICE DEMAND

Customer charge: \$26.48

Non-fuel: (\$0.023540 per kWh) \$84.00

Fuel: (\$0.028360 per kWh) \$101.19

Demand: (\$11.30 per KW) \$542.40

Electric service amount 754.07

Gross receipts tax 19.34

Franchise charge 45.84

Taxes and charges 65.18

Total new charges \$819.25

Total amount you owe \$819.25

METER SUMMARY

Meter reading - Meter KJL5777. Next meter reading Nov 11, 2021.

Usage Type	Current	-	Previous	=	Usage
kWh used	11767		08199		3568
Demand KW	47.57				48

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Oct 13, 2021	Sep 14, 2021	Oct 13, 2020
kWh Used	3568	2020	1596
Service days	29	32	29
kWh/day	123	63	55
Amount	\$819.25	\$400.48	\$667.88

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[FPL.com/BusinessEnergyManager](https://www.fpl.com/BusinessEnergyManager)

Help others in need

Help your neighbors in need by contributing to FPL Care To Share® monthly through your FPL bill.

[FPL.com/CareToShare](https://www.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.



Invoice

Scheduled: 9/30/2021 Tech: RAL
Warranty Expires: 12/19/2022
Maint Expires: 12/19/2022

Invoice#: **162438**
Invoice Date: 9/30/2021
Due Date: 9/30/2021
Service Date:
Terms: Due Upon Receipt

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

Bill to Customer #:
Heritage Isle at Viera CDD
Attn:
c/o Rizzetta & Company
8529 South Park Circle Ste #330
Orlando, FL, 32819
Tel: 407-472-2471 Fax: 407-472-2478
Cust. P.O.#

Job Site: Site ID# **8593**
Heritage Isle Replacement
7300 Legacy Blvd
Melbourne, FL 32940
Tel: 407-757-0864 (M) Contact: Richard Hernandez
Maintenance: FG2
Model: HC2F-60J20PDV-230/3-HMR3L-Z

Pump System

Station Design: 1,200 GPM at 80 PSI

Job Completed YES ☒ NO ☐

Hoover Additional Work Required YES ☐ NO ☒

System Operating YES ☒ NO ☐

Additional Work Required By Customer YES ☒ NO ☐

Nature of Call

Filtration system is not flushing. Hoover technician to evaluate pump station.

Work Performed

- Hoover technician Ricky emailed Richard
- Completed evaluation of system
- Found blown 2amp fuse on 120vac x 24vac transformer for filter controls
- Replaced blown fuse on site
- Found UPS backup battery failed
- Replaced UPS backup battery on site
- Ran back flush cycle several times to ensure proper operation

Additional Work Required

Hoover is already in discussion with customer about incoming power issues

Sub Total: \$475.10

Sales Tax \$0.00

Grand Total: \$475.10

Date Rec'd Rizzetta & Co., Inc. 10/01/2021

D/M approval RA Date 10/4/21

Date entered 10/01/2021

Fund 001 GL 53900 OC 4609

Check #

Invoice#: 162438

Remittance: PO Box 31561, Tampa FL 33631-3561

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

Date Rec'd Rizzetta & Co., Inc. 09/16/2021

D/M approval RH Date 9/20/21

Date entered 09/17/2021

Fund 001 GL 51400 OC 3107

Check # _____

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

September 15, 2021

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

Bill Number 125030
Billed through 07/31/2021

General Counsel / Monthly Meeting
HISLE 00001 WSH

FOR PROFESSIONAL SERVICES RENDERED

07/01/21	WSH	Confer with Hernandez regarding response from resident regarding fruit trees.	0.30 hrs
07/07/21	WSH	Review resident correspondence regarding fruit trees and confer with Walter regarding same.	0.50 hrs
07/09/21	WSH	Review and revise notices and resolutions for budget and O&M assessments.	0.50 hrs
07/12/21	KFJ	Correspond with district manage regarding budget hearing documents.	0.20 hrs
07/19/21	WSH	Confer with Hernandez regarding proposed meeting date.	0.20 hrs
07/21/21	WSH	Review and respond to correspondence regarding fruit trees.	0.20 hrs
Total fees for this matter			\$423.50

MATTER SUMMARY

Jusevitch, Karen F.- Paralegal	0.20 hrs	120 /hr	\$24.00
Haber, Wesley S.	1.70 hrs	235 /hr	\$399.50

TOTAL FEES \$423.50

TOTAL CHARGES FOR THIS MATTER \$423.50

BILLING SUMMARY

Jusevitch, Karen F.- Paralegal	0.20 hrs	120 /hr	\$24.00
Haber, Wesley S.	1.70 hrs	235 /hr	\$399.50

TOTAL FEES \$423.50

TOTAL CHARGES FOR THIS BILL \$423.50

Please include the bill number with your payment.

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
10/1/2021	INV0000061857

Bill To:

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

Services for the month of	Terms	Client Number
October	Upon Receipt	00485

Description	Qty	Rate	Amount
District Management Services	1.00	\$2,932.50	\$2,932.50
Administrative Services	1.00	\$517.50	\$517.50
Accounting Services	1.00	\$1,735.33	\$1,735.33
Financial & Revenue Collections	1.00	\$437.50	\$437.50
Field Services	1.00	\$650.00	\$650.00
<p>Date Rec'd Rizzetta & Co., Inc. <u>09/27/2021</u></p> <p>D/M approval <u>RA</u> Date <u>10/4/21</u></p> <p>Date entered <u>10/01/2021</u></p> <p>Fund <u>001</u> GL <u>51300</u> OC <u>3101</u> \$2,932.50</p> <p>Check # <u>51300</u> 3100 \$517.50</p> <p><u>51300</u> 3201 \$1,735.33</p> <p><u>51300</u> 3111 \$437.50</p> <p><u>53900</u> 4658 \$650.00</p>			
Subtotal			\$6,272.83
Total			\$6,272.83

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
10/1/2021	INV0000062026

Bill To:

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

Services for the month of	Terms	Client Number
October	Upon Receipt	00485

Description	Qty	Rate	Amount
Assessment Roll (Annual)	1.00	\$5,250.00	\$5,250.00
<div>Date Rec'd Rizzetta & Co., Inc. <u>10/14/2021</u> D/M approval <u>RH</u> Date <u>10/19/21</u> Date entered <u>10/14/2021</u> Fund <u>001</u> GL <u>51300</u> OC <u>3113</u> Check # <u></u></div>			
Subtotal			\$5,250.00
Total			\$5,250.00

Rizzetta Technology Services
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
10/1/2021	INV0000007994

Bill To:

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

Services for the month of	Terms	Client Number
October		00485

Description	Qty	Rate	Amount
Email Accounts, Admin & Maintenance	5	\$15.00	\$75.00
Website Compliance and Management	1	\$100.00	\$100.00
<div>Date Rec'd Rizzetta & Co., Inc. <u>09/27/2021</u> D/M approval <u>RA</u> Date <u>10/4/21</u> Date entered <u>10/01/2021</u> Fund <u>001</u> GL <u>51300</u> OC <u>5103</u> Check # _____</div>			
Subtotal			\$175.00
Total			\$175.00



INVOICE

Invoice Number: PI-A00685555
Invoice Date: 10/01/21
PROPERTY: Heritage Isle at Viera CDD

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

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

CUSTOMER ID	CUSTOMER PO	Payment Terms	
0523780		Net 30	
Sales Rep ID	Shipment Method	Ship Date	Due Date
Josh F. McGarry			10/31/21

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR14208 10/01/21 - 12/31/21 Fountain Maintenance Services		239.00	239.00

Date Rec'd Rizzetta & Co., Inc. 10/12/2021
D/M approval RH Date 10/19/21
Date entered 10/14/2021
Fund 001 GL 53800 OC 4601
Check # _____

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
Little Rock, AR 72202

Subtotal	239.00
Sales Tax	0.00
Total Invoice	239.00
Payment Received	0.00
TOTAL	239.00

TAB 3

**Heritage Isle at Viera CDD
Landscape Update/Current Events (October – November 2021)
October 21, 2021**

Landscape Report for October 23 – November 21, 2021

We have now moved into the winter landscape months and BrightView has adjusted the mowing schedules to the twice per month mowing. They continue to focus on the detail work in the parks and Legacy Blvd. and as we continue to work with both Hoover and FPL, our irrigation outlook looks very promising. Overall, our property looks well kept.

General Landscaping:

Mowing- we are now in the winter months service schedules which includes mowing twice per month.

Detail Work- The CDD park beds and Legacy beds continue to be weeded and shrubs pruned as required.

Legacy Hedge line- The hedge line on both sides of Legacy Blvd. have been pruned.

Annuals- The old fall annuals have been removed, new annuals are scheduled to be planted beginning of December 2021.

Fertilization- Now that the moratorium period has expired, BrightView applied the granular pre-emergent type fertilizer during the later part of October into November. All properties have been fertilized.

Landscape Budget- I propose the following approach to control our FY landscape budget.

1. Prioritize items requiring proposals from the bi-monthly field service reports.
2. Address any dead shrubs and trees. These must be removed. In some cases, such as the pines on Legacy, don't have to be replaced.
3. Halt any major landscape changes to the Legacy Blvd intersection points.
4. Limit tree pruning except as deemed a safety issue by our field inspector.
5. Address any unknowns as they arise and prioritize.

Mulch- Fund the mini pine bark mulch, it's cost will be approximately \$38K-\$40K. This cost has gone up slightly since 2021. Additionally, we need to fund the tree bed resizing on the west side of Legacy Blvd. this project was addressed at a previous CDD meeting.

During the last two years, we have invested on a number of landscape maintenance actions , some were long overdue. Now we are in better shape with our overall maintenance requirements. And the bi-monthly field service report is more manageable!

Irrigation:

Pump#2- We received word from our FPL point of contact, Andrew Zickers on November 10th that the site is ready to be worked and they are close to scheduling the outage date to install the 480v transformer. Once we have the firm date, we will coordinate with Hoover so the transformer install and upgrade to the pump can be accomplished at the same timeframe to minimize the repair downtime.

Pump#1- SUCCESS - (part 1)- the new filtration system was installed the week of November 8th. BrightView cleared out the bottle brush shrubs on the west side of the pad. Hoover commenced installing the new pad extension followed by the removal of the old filtration unit and installation of the new 10 pod filtration unit. The system was restored to operational status.

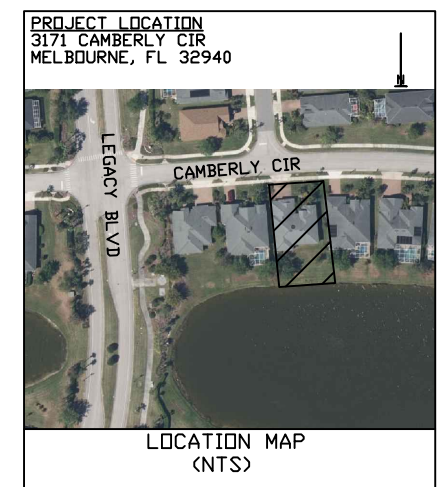
(Part 2)- We received word from Hoover that the replacement of the pump components is now scheduled for 29 November 2021. This change out should take two days to complete. The service technician will be on property to do the system start up.

Leak near front gate- a leak was detected near the front gate adjacent to the area where the security guard parks the vehicle. It was a 3" pipe, not a mainline, that ruptured. BrightView quickly repaired the leak not causing any impact to the community.

Irrigation MOU Termination/amendment - Wes Haber is working on the revision to the MOU. This effort will clear up the irrigation responsibilities between the CDD and HOAs. We expect his draft copy no later than first week in December 2021.

Happy Thanksgiving!

TAB 4



0" $\frac{1}{2}$ "

1. PEDESTRIAN WAY SHALL BE CONSTRUCTED OF FDOT CLASS 3000 PSI FIBER REINFORCED CONCRETE. NO UNDER TOLERANCE WILL BE ACCEPTED. IF 28 DAY BREAKS FALL BELOW STRENGTH, CONTRACTOR SHALL REMOVE AND RECONSTRUCT PEDWAY.
2. SIDEWALKS CONSTRUCTED ACROSS DRIVEWAYS SHALL MEET THE REQUIREMENTS OF FDOT DESIGN STANDARD EDITION 2.
3. SIDEWALK SLOPES AND RAMPS SHALL MEET ADA REQUIREMENTS AND THOSE OF FDOT INSECTION 304.
4. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH PREVIOUS CONDITION OR BETTER, BY CONTRACTOR.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ANY ITEMS DAMAGED DURING CONSTRUCTION PROCESS, TO ORIGINAL CONDITION OR BETTER.
6. CONSTRUCTION JOINTS SHALL BE SAW CUT 1 1/2" DEEP (MIN) ON 5-FOOT CENTERS. EXPANSION JOINTS MAX. 10-FOOT CENTERS, AT THE 50'-PT OF CURVES, JUNCTIONS WITH EXISTING & NEW SIDEWALKS, & WHERE NEW SIDEWALKS ABUT CURBS, DRIVEWAYS, & SIMILAR STRUCTURES.
7. AN EIGHT (8) FOOT WIDE PEDWAY MAY BE CONSTRUCTED ON ONE SIDE OF THE DRIVEWAY VERSUS COUNTERSIDE DRIVEWAY. A 5' WIDE SIDEWALK ON BOTH SIDES, ONLY UPON APPROVAL FROM LAND DEVELOPMENT.

BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRANK JAMESON WAY, VIERA, FL 32940		EXHIBIT - 13	DATE: MAY-2008
--	--	--------------	----------------

SCALE: H: 1"=40'
V: 1"=4'

1. ANY EXCAVATION WITHIN 8' OF THE EOP OR 3' FROM THE EDGE OF SIDEWALK WILL REQUIRE SHORING TO PREVENT UNDERMINING.
2. BORE TO EXTEND A MINIMUM OF 3' PAST SIDEWALKS OR DRIVEWAYS AND 8' PAST THE EOP OR EDGE OF COMMERCIAL DRIVEWAYS.
3. ALL UTILITY CROSSINGS TO BE EXPOSED PRIOR TO AND DURING HORIZONTAL DIRECTIONAL DRILL OPERATIONS TO ENSURE 18" MINIMUM CLEARANCES ARE MAINTAINED.
4. ANY EXCAVATION NEEDED WITH THE SIDEWALK OR PAVEMENT MUST REQUIRE PRE-APPROVAL FROM BREVARD COUNTY PUBLIC WORKS ENGINEERING. PLEASE CONTACT DEVSUBMITTALS@BREVARDFL.GOV OR 321-637-5437.

COORDINATOR: DEUBLE		SEC:	TWP:	RGE:	DATE	REVISION	PROJECT NAME: JANICE WASSI	SHEET TITLE: PLAN	SHEET NUMBER: 1 OF 1
DIVISION: BREVARD		AFE #:	IO #:						
DESIGNED BY: H.C.		MAOP: 60 PSIG		SCALE: 1" = 30'					
CHECKED BY:		DATE: 09/30/2021		DWG. 405939					
PROJECT DESCRIPTION: INSTALL 188' OF 2" PE GAS MAIN & 40' OF 1/2" PE GAS SERVICE LINE VIA DIRECTIONAL DRILL									

TAB 5

**THIRD AMENDMENT TO AGREEMENT
FOR IRRIGATION OPERATION, MAINTENANCE, AND REPAIR SERVICES**

THIS THIRD AMENDMENT (“Third Amendment”) is made and entered into this ____ day of _____, 2021, by and among:

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 3434 Colwell Avenue, Suite 130, Tampa, Florida 33614 (“District”), and

Heritage Isle District Association, Inc., a Florida not-for-profit corporation, whose address is _____ (“HIDA”); and

Heritage Isle Residential Villages Association, Inc., a Florida not-for-profit corporation, whose address is _____ (“HIRVA,” together with the District and HIDA, the “Parties”).

RECITALS

WHEREAS, the District and HIDA previously entered into that certain “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 (the “Original Agreement”) as amended by the following documents: 1) “Agreement Between the Heritage Isle at Viera Community Development District and Heritage Isle District Association, Inc. for Irrigation Operation, Maintenance, and Repair Services Agreement Addendum” dated February 4, 2010 (the “First Amendment”); 2) “Second Amendment to Agreement Between the Heritage Isle at Viera Community Development District and Heritage Isle District Association, Inc. for Irrigation Operation, Maintenance, and Repair Services” dated May 22, 2012 (the “Second Amendment”); and 3) “Irrigation Operation, Maintenance, and Repair Services Agreement” dated September 27, 2018 (the “HIRVA Amendment”) (collectively, “Agreement”); and

WHEREAS, pursuant to the Original Agreement, the District retained HIDA for the purpose of operating, maintaining, and repairing the irrigation system for the Heritage Isle at Viera project (the “Irrigation System”); and

WHEREAS, the First Amendment and the Second Amendment were entered into for the primary purpose of amending the scope and rate of compensation under the Original Agreement; and

WHEREAS, the HIRVA Amendment was entered into for the purpose of acknowledging and memorializing the fact that HIRVA, in addition to HIDA, either on their own or through independent contractors, were the parties responsible for performing the operation, maintenance,

and repair of the portion of the Irrigation System located on homeowner lots (the “Homeowner Irrigation”) and making HIRVA a party to the Agreement; and

WHEREAS, in addition to HIDA and HIRVA being responsible for the Homeowner Irrigation, HIDA desires to acknowledge and agree that it shall be responsible for the operation, maintenance, and repair of all of the irrigation improvements located on the property described on **Exhibit A** to this Third Amendment (the “HIDA Irrigation”); and

WHEREAS, pursuant to the Agreement, the District was responsible to reimburse HIDA and/or HIRVA for the cost of certain Minor Repairs and Major Repairs either party performed in fulfilling their obligation to operate, maintain, and repair the Irrigation System (the “Reimbursement Obligation”); and

WHEREAS, notwithstanding any Reimbursement Obligation set forth in the Agreement, the Parties acknowledge and agree that the District shall not be responsible to reimburse HIDA and/or HIRVA for any Minor Repairs or Major Repairs either party makes to the Homeowner Irrigation and/or the HIDA Irrigation and that, as of the date of this Third Amendment, neither HIDA nor HIRVA are entitled to reimbursement for any repairs either have previously made to the Irrigation System; and

WHEREAS, in addition to the Reimbursement Obligation, the Agreement also contemplates certain payments from the District to HIDA for the operation, maintenance, and repair services to be provided under the Agreement (the “Maintenance Payments”); and

WHEREAS, the Parties desire to acknowledge and agree that all Maintenance Payments have been paid in full or otherwise waived by the party entitled to any Maintenance Payments and that the District shall have no further obligation to make any Maintenance Payment to either HIDA and/or HIRVA; and

WHEREAS, the Parties further desire to acknowledge and agree that the District, either on its own or through independent contractors, shall be responsible for the operation, maintenance, and repair of the remainder of the Irrigation System excluding the Homeowner Irrigation, the HIDA Irrigation, and any irrigation improvements located on the property identified on Exhibit B (the “Clubhouse Irrigation”); and

WHEREAS, in light of all the foregoing, the Parties desire to amend the Agreement for the purpose of acknowledging and agreeing that: 1) HIDA and/or HIRVA shall be responsible for the operation, maintenance, and repair of the Homeowner Irrigation; 2) HIDA shall be responsible for the operation, maintenance, and repair of the HIDA Irrigation; 3) the District shall have no Reimbursement Obligation to reimburse HIDA and/or HIRVA for the costs of any Minor Repair or Major Repairs to the Homeowner Irrigation and/or the HIDA Irrigation and that, as of the date of this Third Amendment, neither HIDA nor HIRVA are entitled to reimbursement for any repairs either have previously made to the Irrigation System; 4) HIDA and HIRVA have been paid in full or waived any rights to any Maintenance Payments from the District and District shall have no further obligation to make any Maintenance Payment to either HIDA and/or HIRVA; and 5) the District, either on its own or through independent contractors, shall be

responsible for the operation, maintenance, and repair of the remainder of the Irrigation System excluding the Homeowner Irrigation, HIDA Irrigation, and the Clubhouse Irrigation.

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:

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

2. AMENDMENT. The Parties hereby acknowledge and agree that, notwithstanding anything contrary in the Agreement, the Agreement is hereby amended as follows:

- a. HIDA and/or HIRVA shall be responsible for the operation, maintenance, and repair of the Homeowner Irrigation;
- b. HIDA shall be responsible for the operation, maintenance, and repair of the HIDA Irrigation;
- c. the District shall have no Reimbursement Obligation to reimburse HIDA and/or HIRVA for the costs of any Minor Repair or Major Repairs to the Homeowner Irrigation and/or the HIDA Irrigation and that, as of the date of this Third Amendment, neither HIDA nor HIRVA are entitled to reimbursement for any repairs either have previously made to the Irrigation System;
- d. HIDA and HIRVA have been paid in full or waived any rights to any Maintenance Payments from the District and District shall have no further obligation to make any Maintenance Payment to either HIDA and/or HIRVA; and
- e. the District, either on its own or through independent contractors, shall be responsible for the operation, maintenance, and repair of the remainder of the Irrigation System excluding the Homeowner Irrigation, HIDA Irrigation, and the Clubhouse Irrigation.

3. CONFLICTS. Except as expressly set forth in this Third Amendment, the Agreement shall be unchanged by this Third Amendment, and shall remain in full force and effect and apply to this Third Amendment.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: _____

**HERITAGE ISLE DISTRICT ASSOCIATION,
INC., a Florida not for profit corporation**

By: _____
Printed Name: _____
Title: _____

**HERITAGE ISLE RESIDENTIAL VILLAGES
ASSOCIATION, INC., a Florida not for profit corporation**

By: _____
Printed Name: _____
Title: _____

Heritage Isle CDD Memorandum of Agreement for Irrigation Operation, Maintenance and Repair, (Amendment Three)

As a result of the changes that have evolved over the many years with irrigation responsibilities , the following chart provides a depiction of the current responsibilities as addressed in amendment three.

Organization	Area of Responsibility	Budget
CDD	“ all common areas”	Yes
CDD	Pumps	Yes
HIDA*	Homeowner lots	Yes
HIRVA*	Homeowner lots	Yes
HIDA	Property between residential sidewalks and street curbs	Yes
HIDA	Clubhouse	Yes

* per enjoiner between HIDA and HIRVA of 2018

TAB 6

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY
AND BETWEEN HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT
DISTRICT AND RIZZETTA TECHNOLOGY SERVICES, LLC. TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 14th day of December, 2021 by and between, Rizzetta Technology Services, LLC., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and 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, whose address is 8529 Southpark Circle, Suite 330, Orlando, Florida 32819 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain Contract for Professional Technology Services, dated August 27, 2019, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Heritage Isle at Viera Community Development District
8529 SouthPark Circle, Suite 330, Orlando Florida,
32819
Attn: District Manager

With a copy to: Kutak Rock LLP
PO Box 10230
Tallahassee, FL 32302
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

5. COUNTERPARTS. This Assignment 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]




Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.


Heritage Isle at Viera Community Development District

By: _____
Print Name: _____
Its: Chairman

Assignor: Rizzetta Technology Services, LLC.

By: 
Print Name: William J. Rizzetta
Its: President,

Assignee: Rizzetta & Company, Inc.

By: 
Print Name: William J. Rizzetta
Its: President,



Rizzetta & Company

TAB 7

Hello Mr. Hernandez,

This is Panna Patel. I am writing this email instead of calling you tomorrow. I do want to thank you for your visit on Nov. 16, 2021, I sincerely appreciate listening to my narration about the Mango Trees. If I sounded stressed, I was and still stressed as I had to remove two of my well grown mature Mango trees, to meet with the demand imposed on me with the letter that I received on Nov. 10, 2021.

Ever since receiving the letter, I have been Sad, depressed and I have NOT been able to sleep "peacefully" for last several days. I was frantically looking for help to do this job, as I have an overseas trip planned from Dec. 8, 2021. I did manage to get help to cut the two well trees out of five on last Sunday Nov. 14th.

These trees were given to us by our Indian neighbors, as Baby plants, as they had several mango trees planted in their backyard. So myself and my Late husband NEVER imagined that we were doing something wrong! The major work of planting these done by my late husband who passed away in Ja. 2015 due to Cancer. So, as you can imagine that I have a sentimental value to keep and take care of them.

As you might know that Mango trees thrive in Florida weather. that is why they are everywhere in Central and South Florida. We need to plant more trees not to cut existing trees. Even this community has mango and other fruit trees, that you are not aware of! Some of them are grandfathered according to the HOA minutes.

After 10 plus years after nurturing these trees. in mid February 2021, for the FIRST TIME, all 5 trees had blossomed. I enjoyed them and gave away to my late husband's friends. In our HINDU Culture, Mango trees are considered auspicious tree. I take care of them by trimming every year. They are smaller than the Palm trees in this community!

I was very surprised to see you at my door and I do appreciate you sincerely listening to my concerns and emotions. Based on your guidance, I have suspended removing the remaining three other small trees.

Pl. present this letter to the committee. I am looking for a favorable response from them.

Thank you.

Sincerely,

Panna Patel

TAB 8

Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name	Heritage Isle at Viera CDD	Contact	Richard Hernandez
Property Address	6800 Legacy Blvd. Melbourne, FL 32940	To	Heritage Isle at Viera CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name	Heritage Isle CDD WO # 3013
Project Description	To replace stuck on valve for Park 3 on Galindo.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Rainbird PEB (plastic) 2" Installed- Valves	\$250.00	\$250.00

For internal use only

SO#	7633273
JOB#	460400254
Service Line	150

Total Price	\$250.00
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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

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

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

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

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

Acceptance of this Contract

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

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

Customer

District Manager

Signature

Title

Richard Hernandez

December 07, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Irrigation Manager

Signature

Title

Jason B. Nelson

December 07, 2021

Printed Name

Date

Job #: 460400254

Proposed Price: \$250.00

SO # 7633273

Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name	Heritage Isle at Viera CDD	Contact	Richard Hernandez
Property Address	6800 Legacy Blvd. Melbourne, FL 32940	To	Heritage Isle at Viera CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	WO#2021-549-03819 Phase 4 Park		
Project Description	Replace faulty solenoids and decoders at Phase 4 Park.		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Replace 2 station decoder.	\$263.39	\$263.39
1.00	EACH	Replace 1 station decoder.	\$187.50	\$187.50
3.00	EACH	Replace faulty solenoids.	\$55.00	\$164.99

For internal use only

SO# 7682928
JOB# 460400254
Service Line 150

Total Price \$615.88

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

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

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

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

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

Acceptance of this Contract

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

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

Customer

District Manager

Signature

Title

Richard Hernandez

December 07, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Irrigation Manager

Signature

Title

Eric Javier Cedeno

December 07, 2021

Printed Name

Date

Job #: 460400254

Proposed Price: \$615.88

SO # 7682928

Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name	Heritage Isle at Viera CDD	Contact	Richard Hernandez
Property Address	6800 Legacy Blvd. Melbourne, FL 32940	To	Heritage Isle at Viera CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name	11 16 2021 Heritage Isle CDD - Flowers for September
Project Description	Annual flowers for CDD on Legacy Blvd (Winter Rotation)

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	2780 annuals installed and bed prep.	\$5,143.00	\$5,143.00

For internal use only

SO#	7677769
JOB#	460400254
Service Line	140

Total Price	\$5,143.00
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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

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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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.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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

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

Customer

District Manager

Signature

Title

Richard Hernandez

December 07, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Associate Account Manager

Signature

Title

Daniel J Srein

December 07, 2021

Printed Name

Date

Job #: 460400254

Proposed Price: \$5,143.00

SO # 7677769

Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name	Heritage Isle at Viera CDD	Contact	Richard Hernandez
Property Address	6800 Legacy Blvd. Melbourne, FL 32940	To	Heritage Isle at Viera CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Pump station #1 demo to make room for new filtration system

Project Description Remove established landscaping to make way for ne pad to be installed

Scope of Work

QTY	UoM/Size	Material/Description
23.00	HOURL	Cut down 4 trees and haul away debris. Dig out and remove root balls.
1.00	EACH	Daily bobcat rate
4.00	LOAD	Dump Fees/Green Waste Material

For internal use only

SO# 7665254
JOB# 460400254
Service Line 130

Total Price \$2,437.91

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

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
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Acceptance of this Contract

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Customer

District Manager

Signature

Title

Richard Hernandez

December 07, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Associate Account Manager

Signature

Title

Daniel J Srein

December 07, 2021

Printed Name

Date

Job #: 460400254

Proposed Price: \$2,437.91

SO # 7665254

TAB 9

SERVICES CONTRACT

CUSTOMER NAME: Heritage Isle

SUBMITTED TO: Richard Hernandez

CONTRACT EFFECTIVE DATE: January 1, 2022 though December 31, 2022

SUBMITTED BY: Felix Gonzalez

SERVICES: Trash Removal

This agreement (the "Agreement") is made as of the date indicated above and is by and between Premier Exterior Services (or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **THE SERVICES.** Company will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The Annual Contract Price is **\$6,600.00**. Company shall invoice Customer **\$550.00 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 the Company 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. The Company shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on Company by the customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION**. 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 date. 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. **DISCLAIMER**. The Company 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 the Company.

5. **INSURANCE AND LIMITATION OF LIABILITY**. The Company will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. **FORCE MAJEURE**. 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. **ANTI-CORRUPTION AND BRIBERY.** 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. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. **ENTIRE AGREEMENT.** 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. **NOTICE.** 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. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. **FUEL/TRANSPORTATION SURCHARGE.** 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.

ACCEPTED AND APPROVED:

PREMIER EXTERIOR SERVICES.

[CUSTOMER]

By: _____

Name: _____

Title: _____

Date: _____

By:_____

Name:_____

Title:_____

Date:_____

Please Remit All Payments to:

14818 DEL MORROW WAY

KISSIMMEE, FL 34744

Please Mail All Contracts to:

14818 DEL MORROW WAY

KISSIMMEE, FL 34744

Customer's Address for Notice Purposes

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 Company. 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.

Service Reporting:

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