

Board of Supervisors' Regular Meeting March 28, 2023

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

www.heritageisleatvieracdd.org

# HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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

	Board of Supervisors	Jay Williams	Board Supervisor
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Bob Goldstein Board Supervisor
Kenneth Bonin Board Supervisor
Jon Smallegan Board Supervisor
Kenneth Walter 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

<u>District Office · Orlando, Florida · (407) 472-2471</u>

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

# www.heritageisleatvieracdd.org

March 28, 2023

Board of Supervisors

Heritage Isle at Viera Community

Development District

#### **AGENDA**

# Dear Board Members:

The regular meeting of the Board of Supervisors of the Heritage Isle at Viera Community Development District will be held on **Tuesday, March 28, 2023, at 1:00 p.m.** at the Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940. The following is the agenda for the meeting:

, viei	ra, FL 32940. The following is the agenda for the meeting.	
1. 2.	CALL TO ORDER/ROLL CALL PUBLIC COMMENT	
3.	COMMUNITY UPDATES	
	A. Solitude Lake Management Update by Josh Taylor	
	B. Hoover Summary of Station Performance	Tab 1
	C. Brightview Community Update by Randy Preston	
	D. Field Service Inspection Report for February by Bryan     Schaub	Tab 2
	E. Monthly Report Update by Supervisor Ken Walter	
	F. Joint Landscape Team Update	
	G. Financial Review/Intacct Update By District Manager	Tab 3
4.	BUSINESS ADMINISTRATION	
	A. Consideration of the Minutes of the Board of Supervisors'	
	Meeting held on January 3, 2023	
	(Under Separate Cover)	
	B. Ratification of Operation and Maintenance Expenditures	
	December 2022, and January 2023	
	(Under Separate Cover)	
5.	BUSINESS ITEMS	
	A. Ratifying Resolution 2023-01 Regarding Spending	
	Authority	Tab 4
	B. Memorandum and Resolutions 2023-02 A and	
	Resolution 2023-02 B, Adopting Records Retention	
	Policy	Tab 5
	C. Consideration of Community Pressure Washing Solutions	
	(Under Separate Cover)	
	D. Consideration of Mulching	
	Proposals	Tab 6
	E. Consideration of Irrigation Separation	
	Proposals	Tab 7
	F. Consideration of Proposal to Replace	
	controller #2	Tab 8
	G. Consideration of Sod	
	Replacement	Tah 9

# 6. STAFF REPORTS

- A. District Counsel
- B. District Engineer
  - 1. Irrigation Separation Project......Tab 10
- C. District Manager
  - 1. Sidewalk Grinding Project
- 7. SUPERVISOR REQUESTS AND COMMENTS
- 8. ADJOURNMENT

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

Very truly yours,

Richard Hernandez

Richard Hernandez District Manager

cc: Wes Haber, Kutak Rock, LLP.



# Summary of Station Performance 9153 - Heritage Isle South 6 Month Status Report for Period Ending 01/01/23

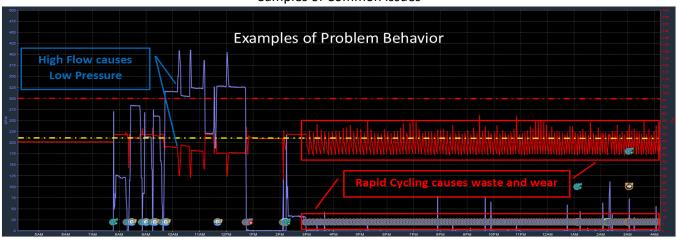
- Pump Starts 07/01/22 to 01/01/23
- ✓ Water Windows
- ✓ Valve Control
- Min / Max Usage Alerts
- High Flow Past 1 Month
- ✓ Filter Health Past 1 Month
- Monthly Water Usage



Sample Normal Station



Samples of Common Issues



**Your Station Sample** 





#### Tasks to Focus On for Site #9153, Heritage Isle South

- This station averaged 7.8 daily Main Pump starts and 37.7 daily Jockey starts, best practice is only a few pump starts per day.
- Consider setting up Min / Max Usage Alerts to send emails when daily irrigation uses more or less water than expected.
- High Flow has been occuring recently, check the field for breaks and/or rebalance irrigation zones.
- Run less irrigation during months with more rain, by using a rain gauge or by adjusting irrigation by season.
- This station has a total of 4 Flowguard Users. Please review the User list.
- Hoover is here to help by phone (954) 971-7350 or email support@hooverpumping.com

#### Station Health for Site #9153, Heritage Isle South

# Pump Starts - 07/01/22 to 01/01/23

Best practice is to see the motors turn on only a few times per day to start and run irrigation. Reducing motor starts prolongs their life and decreases stress on field piping.

_	Pump 1	Pump 2	Pump 3	Jockey	Total
Total Pump Starts	1,440	1,447	ı	6,942	9,829
Average Daily Starts	7.8	7.9	1	37.7	53.4

# ✓ Water Windows

Water Windows set the schedule for when this station is open to the field to provide water for irrigation. Closely matching the irrigation schedule allows the station to prevent cycling by not feeding minor field leaks while not irrigating.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Water Window 1	12:00 AM						
Water William 1	to 9:00 AM	to 8:00 AM	to 9:00 AM				
Water Window 2	6:00 PM						
water william z	to 12:00 AM						
Water Window 3		8:00 AM					
water willdow 5		to 4:00 PM					

<sup>✓ =</sup> Following Best Practices

<sup>➤ =</sup> Needs Attention



# ✓ Valve Control

Only when the Shutoff Valve is set to Auto will Flowguard provide its full benefits, using Water Windows and protecting the field when field leaks are detected. When the valve is Open, Flowguard can no longer protect against leaks and breaks.

_	Auto	Open	Closed
% of Time Valve Set to:	55.3%	0.1%	44.7%

# Min / Max Usage Alerts

Setting Minimum and Maximum Alerts that match the irrigation schedule lets you receive emails whenever the irrigation doesn't run as expected. This makes you aware of missing zones/irrigation and field leaks before they cause damage to the field.

_	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Minimum Usage Setting	-	-	-	-	-	-	-
Maximum Usage Setting	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
		1					7
Minimum Usage Alerts	0	0	0	0	0	0	0
Maximum Usage Alerts	0	0	0	0	0	0	0

# High Flow - Past 1 Month

Using station capacity effectively and efficiently allows the station to use less energy and reduces the wear and tear on the system so it can last longer. Underdemanding the system is wasteful, just as overdemanding is harmful.

_	High Flow Warnings	High Flow Trips	High Flow Alarms
1 Month History	11	0	0

# ✓ Filter Health - Past 1 Month

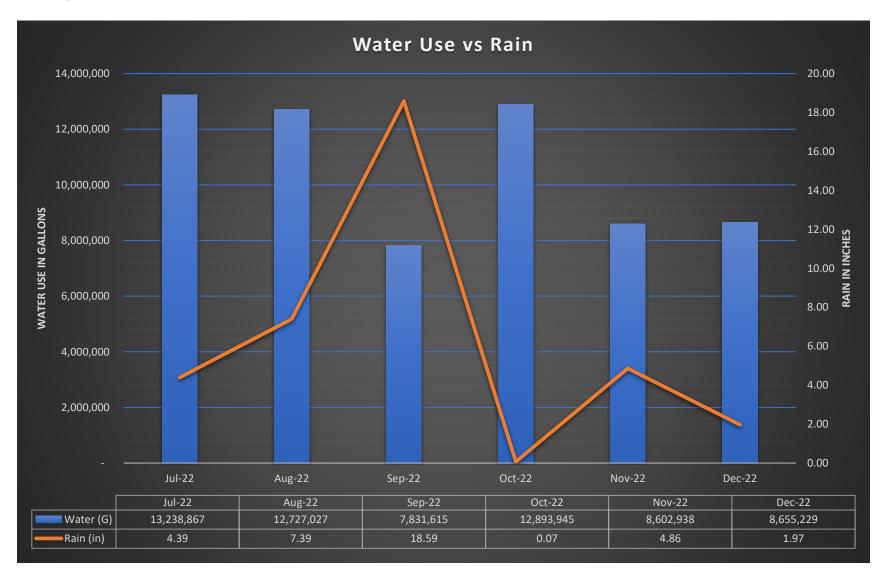
The filter system prevents clogging of sprinkler heads. These filters are self-cleaning but looping alarms/pressure warnings indicate that a manual filter disc cleaning is needed.

_	Looping Alarms	Pressure Warning
1 Month History	0	0



# Monthly Water Usage

Months with more rainfall should have reduced water usage due to reduced need for irrigation. Rainfall totals and water usage should be inversely related.



<sup>✓ =</sup> Following Best Practices

**<sup>×</sup>** = Needs Attention



# **Communication for Site #9153, Heritage Isle South**

# **Flowguard Users**

These are the Users who have been given access to this station on Flowguard. Each person who will access your station should have their own User Account. Review the Users below and let us know if anyone needs to be added or removed.

User Name	Full Name	Email
rpreston	Randy Preston	randy.preston@brightview.com
cdfigueroa	Christian Figueroa	christian.diazfigueroa@brightview.com
JN635566	Jason Nelson	Jason.Nelson@brightview.com
Hernandez44	Richard Hernandez	RHernandez@rizzetta.com

# **Open Service Proposals**

These service proposals are still outstanding and have not been approved. We recommend reviewing them so that these proposals that may have been forgotten and/or deferred can be reevaluated and approved.

No Open Service Proposals Found

<sup>✓ =</sup> Following Best Practices

# HERITAGE ISLE AT VIERA CDD

# LANDSCAPE INSPECTION REPORT



February 7, 2023 Rizzetta & Company

Bryan Schaub - Landscape Specialist



# Summary, Grayson & Egbert

# **General Updates, Recent & Upcoming Maintenance Event**

- > Upcoming Palm pruning events.
- > Upcoming fertilization events for turf, beds and palms.
- Control the fungal outbreak on the Viburnum hedges along Legacy.

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

- In the beds at the both ends of the park between Grayson & Camberly, remove the weeds in the beds along the sidewalk. The Ornamental Grasses were pruned and look good. These beds are candidates for Indian Hawthorn removal & enhancement.
- In the park between Grayson & Camberly near the pergola, prune & treat the Ornamental Grasses for Mites. Also, remove all volunteer grasses & Witches Broom, growing into the other plants. (Pic 2 >)
- 3. In the same area, there is new Dollar Weed in the turf. Correct.
- 4. It is getting too late in the season to prune the Crape Myrtles. The Crape Myrtles need to be pencil pruned at least every other year.
- 5. Adjacent to the sidewalk that is north of the foot bridge & south of Camberly, an irrigation head is broken. Repair.
- In the park area in the south ROW of Galindo, prune out all dead material from the Schillings Holly.

- 7. In the same beds, continue treatment of the Sago Palms.
- 8. At the south end of the curved sidewalk between 7155 Mendell & 7164 Egbert, there is a chronic over saturated soil area. Rule out an irrigation leak. (Pic 8 >)
- 9. In the same area, treat the turf for new Sedge blooms.
- 10. In the beds between 7164 Egbert & 7185 Mendell, Rejuve cut the Ruellia as they are getting too leggy. This promotes a fuller and healthier growth. Ruellia responds well to continued pruning.



# Egbert, Wickham, South Entrance, Bancroft & Russ

- 11. In the park adjacent to Egbert & propertywide, remove all suckers & water shoots from the trees.
- 12. In the new turf area next to 3072 Galindo, remove the stumps that are still present from when the bed was removed. They should have been removed months ago.
- 13. Along the path to the north of lake that runs along Wickham, remove all vines from the shrubs & hedges.
- 14. In the same area, remove all dead fronds from the palms, especially the Robellini. (Pic 14)





- 15. At the south entrance, treat the turf for new Dollar Weed.
- 16. In the north ROW of Wickham, weed the beds on both sides of the sidewalk. Hand pull the larger weeds.

- 17. In the west ROW of the south entrance, rejuve cut the Thryallis.
- 18. In the park bordered by Bancroft, weed the beds especially the Ornamental Grass beds.
- 19. In the same park, two of the deciduous trees need to be monitored due to a slow start this winter. Report any changes.
- 20. In the same park, prune plant material in the beds to achieve plant separation.
- 21. Continue to thin the "dwarf" palms adjacent to the sidewalk in the same park.
- 22. In the south ROW of Gurrero at the north end of the park, monitor a declining palm. Continue to check for signs of Ganoderma or other diseases. Report findings to the DM. (Pic 22)



- 23. Around the pond between Sansome & Russ, take any corrective actions necessary to improve the vigor & health of the Schilling's Holly.
- 24. In the same area on the east bank of the pond, the turf is still being damaged. This is most likely due to run-off from residents' pools. Any suggestions should be sent to the DM.
- 25. Property-wide, treat active ant mounds.



# Sansome, Anza, Le Conte & Legacy

- 26. On the east side of the pond between Sansome & Russ, the irrigation control system has a broken mast for the sensors. Please, repair. (Pic 26 >)
- 27. In the same area, there is a washout under the sidewalk. Determine if this is irrigation or not. If it is repair. If it is not, notify the DM. (Pic 27 >)
- 28. Detail the beds, including weeding, pruning and edging, in the west ROW of Legacy at the north entrance.
- 29. In the same area, prune the lone Podocarpus near the electric meter into a column & maintain regularly.
- 30. Detail the berm in the east ROW of Legacy at the north entrance.
- 31. At the north end of the pond between Anza & Van Ness, detail the beds, prunin out dead material, weeding & setting strong bed lines. I was under the impression that these beds were to be at least partially replaced with turf. Did the location change? There is new installations at the south end of the pond. (Pic 31 >)
- 32. In the same area, remove all suckers from the Live Oaks.
- 33. In the park between Quint & Vallejo, prune the Ruellia.
- 34. In the same park, lift all trees to FDOT standards.
- 35. Continue to take any corrective actions to improve the color, coverage & vigor of the turf in the park area in the NW corner of Le Conte & Pacheco.
- 36. Weed the Ornamental Grass beds along Legacy.







- 37. In the east ROW of Legacy & north of the Amenities Center, diagnose & treat the Indian Hawthorn as they have Entomosporium from Thrips. Most of the units will have to be replaced, eventually.
- 38. Along all of Legacy but mostly located north of the Amenities Center, remove all Spanish & Ball mosses from the trees.



# Legacy

- 39. In the east ROW of Legacy & north of the Amenities Center, diagnose & treat the declining Viburnum hedge. Prune out dead material & replace dead units. (Pic 39 >)
- 40. In the same area, monitor & give any TLC possible for the Mammy Crotons that were stressed during the freeze events.
- 41. At the Round About at the Amenities Center, weed the Flax Lily & thin them out a bit if possible.
- 42. I will forward a small report with possible causes & recommendations for the turf areas along Legacy that are underperforming. It is mostly in the west ROW of Legacy & north of the Amenities Center. Now that there is a stable irrigation system in place, shade, soil pH, & tree roots look to be the major issues with proper turf development.
- 43. In the east ROW of Legacy just north of the guard house, diagnose & treat, if possible, the Pine tree that is declining. Most likely Pine Borers. This tree should be taken down. (Pic 43 >)
- 44. At the neighborhood entrances, remove all vines, weeds, & Vetch from the shrubs & hedges. Also, prune out all dead plant material.
- 45. Schedule a rotation to prune the dead and/or brown fronds from all remaining palms, property-wide.





# **Proposals**

1. Brightview to generate a proposal to remove and flush cut, 2" below grade, the declining/dying Pine tree in the east ROW of Legacy just north of the guard house. Include all cleanup, disposal, soil amendments, sod, mulch and irrigation additions and/or adjustments. (Pic 1 >)





Financial Statements (Unaudited)

January 31, 2023

Prepared by: Rizzetta & Company, Inc.

heritageisleatvieracdd.org rizzetta.com

# Assets Cash In Bank Investments Accounts Receivable Prepaid Expenses Refundable Deposits Fixed Assets Amount Available in Debt Service Amount To Be Provided Debt Service **Total Assets** Liabilities Accounts Payable Accrued Expenses Revenue Bonds Payable-Long Term **Total Liabilities** Fund Equity & Other Credits Beginning Fund Balance Investment In General Fixed Assets Net Change in Fund Balance Total Fund Equity & Other Credits Total Liabilities & Fund Equity

# Heritage Isle at Viera Community Development District

Balance Sheet As of 01/31/2023 (In Whole Numbers)

Long-Term Debt	Fixed Assets Group	Total Gymnt Fund	Debt Service Fund	Reserve Fund	General Fund
0	0	1,441,492	623,501	141,739	676,252
0	0	806,169	339,022	212,393	254,754
0	0	94,244	39,002	0	55,243
0	0	83,025	0	0	83,025
0	0	2,890	0	0	2,890
0	25,354,665	0	0	0	0
1,001,525	0	0	0	0	0
6,119,050	0	0	0	0	0
7,120,575	25,354,665	2,427,820	1,001,525	354,132	1,072,164
0	0	11,527	0	0	11,527
0	0	3,090	0	0	3,090
7,120,000	0	0	0	0	0
7,120,000	0	14,617	0	0	14,617
575	0	1,183,729	472,974	203,278	507,477
0	25,354,665	0	0	0	0
0	0	1,229,475	528,551	150,854	550,070
575	25,354,665	2,413,204	1,001,525	354,132	1,057,547
7,120,575	25,354,665	2,427,820	1,001,525	354,132	1,072,164

See Notes to Unaudited Financial Statements

Statement of Revenues and Expenditures
As of 01/31/2023

(In Whole Numbers)	)	Numbers'	hole	W	(In	
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	(In whole Numbe	rs)		
	Year Ending	Through	Year To D	ate
	09/30/2023	01/31/2023	01/31/202	23
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,107	(1,107)
Special Assessments				
Tax Roll	788,320	788,320	788,373	(53)
Total Revenues	788,320	788,320	789,480	(1,160)
Expenditures				
Legislative				
Supervisor Fees	6,000	2,000	2,800	(800)
Total Legislative	6,000	2,000	2,800	(800)
Financial & Administrative				
Administrative Services	6,458	2,153	2,152	0
District Management	36,598	12,199	12,200	0
District Engineer	15,000	5,000	2,123	2,877
Disclosure Report	2,000	2,000	2,000	0
Trustees Fees	7,750	7,750	5,217	2,533
Assessment Roll	5,250	5,250	5,460	(210)
Financial & Revenue Collections	5,460	1,820	1,820	0
Accounting Services	21,657	7,219	7,219	0
Auditing Services	4,100	0	0	0
Arbitrage Rebate Calculation	1,050	350	0	350
Public Officials Liability Insurance	3,391	3,391	3,038	353
Legal Advertising	3,500	1,167	1,404	(238)
Dues, Licenses & Fees	175	58	175	(117)
Miscellaneous Fees	885	295	883	(587)
Website Hosting, Maintenance, Backup & Email	5,000	2,482	1,469	1,013
Total Financial & Administrative	118,274	51,134	45,160	5,974
Legal Counsel				
District Counsel	21,000	7,000	3,731	3,269
Total Legal Counsel	21,000	7,000	3,731	3,269
Electric Utility Services				
Utility Services	38,675	12,892	11,349	1,542
Utility - Street Lights	71,825	23,941	21,005	2,937
Street Light Lease	7,907	2,636	7,907	(5,271)
Total Electric Utility Services	118,407	39,469	40,261	(792)

Stormwater Control

Statement of Revenues and Expenditures
As of 01/31/2023

(In Whole Numbers)

	(III Whole Number	18)		
	Year Ending	Through	Year To D	ate
_	09/30/2023	01/31/2023	01/31/202	23
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Aquatic Maintenance	35,360	11,787	21,195	(9,409)
Fountain Service Repair & Maintenance	5,000	1,666	0	1,667
Stormwater System Maintenance	2,000	667	0	667
Total Stormwater Control	42,360	14,120	21,195	(7,075)
Other Physical Environment				
General Liability & Property Insurance	9,327	9,327	8,478	849
Landscape Maintenance	211,083	70,361	93,012	(22,652)
Irrigation Maintenance & Repair	65,500	21,833	2,907	18,927
Landscape Replacement Plants, Shrubs, Trees	50,000	16,667	14,537	2,129
Field Services	8,400	2,800	3,179	(379)
Landscape - Mulch	60,000	20,000	0	20,000
Total Other Physical Environment	404,310	140,988	122,113	18,874
Road & Street Facilities				
Sidewalk Maintenance & Repair	25,000	8,333	1,400	6,934
Total Road & Street Facilities	25,000	8,333	1,400	6,934
Parks & Recreation				
Infrastructure Annual Inspection	15,000	5,000	0	5,000
Pedestrian Bridge/Boardwalk Maintenance	3,000	1,000	0	1,000
Total Parks & Recreation	18,000	6,000	0	6,000
Contingency				
Miscellaneous Contingency	42,876	14,292	2,750	11,542
Total Contingency	42,876	14,292	2,750	11,542
Total Expenditures	796,227	283,336	239,410	43,926
Total Excess of Revenues Over(Under) Expen-	(7,907)	504,984	550,070	(45,086)
ditures				
Total Other Financing Sources(Uses)				
Carry Forward Fund Balance Annual 20 Year Street Lease - Carry For-	7,907	7,907	0	7,907
ward	7,907	7,907		7,907
Total Other Financing Sources(Uses)	7,907	7,907		7,907
Fund Balance, Beginning of Period	0	0	507,477	(507,477)
Total Fund Balance, End of Period	0	512,891	1,057,547	(544,656)

Statement of Revenues and Expenditures
As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To 01/31/2	
-	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	854	(854)
Special Assessments				
Tax Roll	150,000	150,000	150,000	0
Total Revenues	150,000	150,000	150,854	(854)
Expenditures				
Other Physical Environment				
Tree Trimming Services	10,000	3,333	0	3,333
Irrigation Pump Station Reserve	60,000	20,000	0	20,000
Irrigation Repair	12,000	4,000	0	4,000
Capital Projects - Tree & Plant Replacement	10,000	3,334	0	3,334
Total Other Physical Environment	92,000	30,667	0	30,667
Parks & Recreation				
Miscellaneous Parks and Infrastructure	50,000	16,666	0	16,667
Pedestrian Bridge/Boardwalk Maintenance	8,000	2,667	0	2,666
Total Parks & Recreation	58,000	19,333	0	19,333
Total Expenditures	150,000	50,000	0	50,000
	0	100.000	150.054	(50.054)
Total Excess of Revenues Over(Under) Expenditures	0	100,000	150,854	(50,854)
Fund Balance, Beginning of Period	0	0	203,278	(203,278)
Total Fund Balance, End of Period	0	100,000	354,132	(254,132)

Statement of Revenues and Expenditures As of 01/31/2023 (In Whole Numbers)

Year Ending 09/30/2023	Through 01/31/2023		o Date /2023
Annual Budget	YTD Budget	YTD Actual	YTD Variance
0	0	3,052	(3,052)
314,066	314,066	314,085	(19)
314,066	314,066	317,137	(3,071)
129,066	129,066	66,244	62,823
185,000	185,000	0	185,000
314,066	314,066	66,244	247,823
314,066	314,066	66,244	247,823

	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,052	(3,052)
Special Assessments				
Tax Roll	314,066	314,066	314,085	(19)
Total Revenues	314,066	314,066	317,137	(3,071)
Expenditures				
Debt Service				
Interest	129,066	129,066	66,244	62,823
Principal	185,000	185,000	0	185,000
Total Debt Service	314,066	314,066	66,244	247,823
Total Expenditures	314,066	314,066	66,244	247,823
Total Excess of Revenues Over(Under) Expen-	0	0	250,893	(250,893)
ditures				
Fund Balance, Beginning of Period	0	0	320,938	(320,938)
Total Fund Balance, End of Period	0	0	571,831	(571,831)
,				( ,)

Statement of Revenues and Expenditures As of 01/31/2023

(T	XX71 1	XT 1 \	
(In	whole	Numbers)	

	(III WHOIC INGINIOC	13)		
	Year Ending Through Year		Year To D	ate
	09/30/2023	01/31/2023	01/31/202	23
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,189	(1,189)
Special Assessments				
Tax Roll	348,398	348,398	348,419	(20)
Total Revenues	348,398	348,398	349,608	(1,209)
Expenditures				
Debt Service				
Interest	143,398	143,398	71,951	71,448
Principal	205,000	205,000	0	205,000
Total Debt Service	348,398	348,398	71,951	276,448
Total Expenditures	348,398	348,398	71,951	276,448
Total Excess of Revenues Over(Under) Expenditures	0	0	277,658	(277,658)
Fund Balance, Beginning of Period	0	0	152,036	(152,036)
Total Fund Balance, End of Period	0	0	429,694	(429,694)

# Heritage Isle at Viera CDD Investment Summary January 31, 2023

		Bala	ance as of
Account	<u>Investment</u>	<u>Janua</u>	ary 31, 2023
State Board of Administration	Local Government Investment Pool	\$	157
The Bank of Tampa	Money Market	Ψ	3,010
Bank of Tampa-Operating ICS:	,		2,0-0
The First Bank and Trust Company	Money Market		2,945
The Huntington National Bank	Money Market		248,642
	<b>Total General Fund Investments</b>	\$	254,754
Bank of Tampa-Capital Reserve ICS:			
The First Bank and Trust Company	Money Market	\$	212,393
	<b>Total Reserve Fund Investments</b>	\$	212,393
US Bank Series 2013 A-1 Reserve	First American Treasury Obligation Fund Class Z	\$	139,639
US Bank Series 2013 A-2 Reserve	First American Treasury Obligation Fund Class Z	*	19,055
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z		94,159
US Bank Series 2013 Prepayment	First American Treasury Obligation Fund Class Z		4,894
US Bank Series 2017 Revenue	First American Treasury Obligation Fund Class Z		35,082
US Bank Series 2017 Reserve	First American Treasury Obligation Fund Class Z		43,550
US Bank Series 2017 Prepayment	First American Treasury Obligation Fund Class Z		2,643
	<b>Total Debt Service Fund Investments</b>	\$	339,022

# Heritage Isle at Viera Community Development District Summary A/R Ledger From 01/1/2023 to 01/31/2023

	Fund ID	Fund Name	Customer name	Document num- ber	Date created	Balance Due	AR Account
485, 2524							
	485-001	485 General Fund	Brevard County Tax Collector	(AR00000359	10/01/2022	55,242.6	8 12110
Sum for 485, 2524 485, 2526						55,242.6	8
,	485-200	485 Debt Service Fund S2013	Brevard County Tax Collector	AR00000359	10/01/2022	18,490.3	6 12110
Sum for 485, 2526 485, 2527						18,490.3	6
,	485-201	485 Debt Service Fund S2017	Brevard County Tax Collector	AR00000359	10/01/2022	20,511.6	5 12110
Sum for 485, 2527 Sum for 485 Sum Total						20,511.6 94,244.6 <b>94,244.6</b>	9

# Heritage Isle at Viera Community Development District Summary A/P Ledger From 01/1/2023 to 01/31/2023

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
485, 2524						
,	485 General Fund	12/22/2022	B S E Consultants Inc.	. 19030	Engineering Services 12/22	680.00
	485 General Fund	01/01/2023	Brevard County Property Appraiser	2023HERNAV	Non-Ad Valorem Assessment 10/1/22-09/30/23	882.50
	485 General Fund	01/22/2023	BrightView Landscape Services, Inc.	8252596	Landscape Mainte- nance 01/23	3,825.66
	485 General Fund	01/22/2023	BrightView Landscape Services, Inc.	8252595	Landscape Mainte- nance 01/23	4,757.24
	485 General Fund	01/12/2023	ECOR Industries, Inc	438576	Pest Control Services 01/23	160.00
	485 General Fund	01/12/2023	ECOR Industries, Inc	438575	Seal 2 Water Pump Stations 01/23	500.00
	485 General Fund	01/31/2023	Kutak Rock, LLP	3170762	Legal Services 12/22	446.50
	485 General Fund	12/01/2022	The Ledger / News Chief/ CA Florida Holdings, LLC	0005239268	Legal Advertising 12/22	274.84
Sum for 485, 2524 Sum for 485 Sum Total						11,526.74 11,526.74 <b>11,526.74</b>

### Heritage Isle at Viera Community Development District Notes to Unaudited Financial Statements January 31, 2023

#### **Balance Sheet**

- 1. Trust statement activity has been recorded through 01/31/23.
- 2. See EMMA (Electronic Municipal Market Access) at <a href="https://emma.msrb.org">https://emma.msrb.org</a> for Municipal Disclosures and Market Data.
- 3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

#### <u>Summary A/R Ledger – Payment Terms</u>

4. Payment terms for landowner assessments are (a) defined in the FY22-23 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.



https://heritageisleatvieracdd.org

Adopted Budget for Fiscal Year 2022/2023

# **Table of Contents**

	<u>Page</u>
General Fund Budget Account Category Descriptions Reserve	1
Fund Budget Account Category Descriptions Debt Service	7
Fund Budget Account Category Descriptions General Fund	8
Budget for Fiscal Year 2022/2023	9
Reserve Fund for Fiscal Year 2022/2023	11
Debt Service Fund Budget for Fiscal Year 2022/2023	12
Assessments Charts for Fiscal Year 2022/2023	13

# GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

# **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

# **EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with

Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond

proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

# **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

# RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

# **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

# **EXPENDITURES:**

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

# DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

## **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

## **EXPENDITURES – ADMINISTRATIVE:**

Bank Fees: The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

# Adopted Budget Heritage Isle at Viera Community Development District Fiscal Year 2022/2023

Chart of Accounts Classification	Budget for 2022/2023		
REVENUES			
Special Assessments			
Tax Roll	\$ 788,320		
TOTAL REVENUES	\$ 788,320		
Annual 20 Year Street Lease - Carry Forward	\$ 7,907		
TOTAL REVENUES AND BALANCE FORWARD	\$ 796,227		
EXPENDITURES - ADMINISTRATIVE			
Legislative			
Supervisor Fees	\$ 6,000		
Financial & Administrative			
Administrative Services	\$ 6,458		
District Management	\$ 36,598		
District Engineer	\$ 15,000		
Disclosure Report	\$ 2,000		
Trustees Fees	\$ 7,750		
Assessment Roll	\$ 5,460		
Financial & Revenue Collections	\$ 5,460		
Accounting Services	\$ 21,657		
Auditing Services	\$ 4,100		
Arbitrage Rebate Calculation	\$ 1,050		
Public Officials Liability Insurance	\$ 3,391		
Legal Advertising	\$ 3,500		
Dues, Licenses & Fees	\$ 175		
Miscellaneous Fees	\$ 885		
Website Hosting, Maintenance, Backup	\$ 5,000		
Legal Counsel			
District Counsel	\$ 21,000		
Administrative Subtotal	\$ 145,274		
EXPENDITURES - FIELD OPERATIONS			

# Adopted Budget Heritage Isle at Viera Community Development District Fiscal Year 2022/2023

Chart of Accounts Classification	Budget for 2022/2023		
Electric Utility Services			
Utility Services	\$ 38,465		
Street Lights	\$ 71,825		
Amortization - Street Light Lease	\$ 7,907		
Stormwater Control			
Aquatic Maintenance	\$ 35,360		
Fountain Service Repairs & Maintenance	\$ 5,000		
Stormwater System Maintenance	\$ 2,000		
Other Physical Environment			
General Liability & Property Insurance	\$ 9,327		
Landscape Maintenance	\$ 211,083		
Landscape Mulch & Annuals	\$ 60,000		
Irrigation Contracts & Repairs	\$ 65,500		
Landscape Replacement Plants, Shrubs, Trees	\$ 50,000		
Field Services	\$ 8,400		
Road & Street Facilities			
Sidewalk Repair & Maintenance	\$ 25,000		
Parks & Recreation			
Infrastructure Annual Inspection	\$ 15,000		
Pedestrian Bridge Maintenance	\$ 3,000		
Contingency			
Miscellaneous Contingency	\$ 42,876		
Field Operations Subtotal	\$ 650,953		
TOTAL EXPENDITURES	\$ 796,227		
EXCESS OF REVENUES OVER EXPENDITURES	\$ -		

# Adopted Budget Heritage Isle at Viera Community Development District Reserve Fund FY 22/23

Chart of Accounts Classification	Budget for 2022/2023
REVENUES	
Special Assessments	
Tax Roll	\$ 150,000
TOTAL REVENUES	\$ 150,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 150,000
EXPENDITURES	
Other Physical Environment	
Irrigation Controller Reserve	\$ 12,000
Hardwood Pruning Reserve	\$ 10,000
New Tree Instillation Reserve	\$ 10,000
Irrigation Pump Station Reserve	\$ 60,000
Parks & Recreation	
Pedestrian Bridge Reserve	\$ 8,000
Miscellaneous Parks and Infrastructure Reserve	\$ 50,000
TOTAL EXPENDITURES	\$ 150,000
EXCESS OF REVENUES OVER EXPENDITURES	\$ -

# Heritage Isle at Viera Community Development District Debt Service

## Fiscal Year 2022/2023

Chart of Accounts Classification	Series 2013A-1	Series 2013A-2	Series 2017	Budget for 2022/2023
REVENUES				
Special Assessments				
Net Special Assessments <sup>(1)</sup>	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
TOTAL REVENUES	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
EXPENDITURES				
Administrative				
Financial & Administrative				
Debt Service Obligation	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
Administrative Subtotal	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
TOTAL EXPENDITURES	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00

Brevard County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

Gross assessments \$704,433.52

### Notes:

Tax Roll County Collection Costs and Early Payment discount is 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>&</sup>lt;sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

#### HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

#### FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 2022/2023 O&M Budget
 \$938,320.10

 Collection Cost @
 2%
 \$19,964.26

 Early Payment Discount @
 4%
 \$39,928.51

 2022/2023 Total
 \$998,212.87

**2021/2022 O&M Budget** \$694,205.00 **2022/2023 O&M Budget** \$938,320.10

Total Difference \$244,115.10

	PER UNIT ANNUA	PER UNIT ANNUAL ASSESSMENT		ease / Decrease
	2021/2022	2022/2023	\$	%
Debt Service - Villa (Series 2013A-1/A-2)	\$293.76	\$293.76	\$0.00	0.00%
Operations/Maintenance - Villa	\$439.84	\$601.44	\$161.60	36.74%
Total	\$733.60	\$895.20	\$161.60	22.03%
Debt Service - Duplex (Series 2013A-1/A-2)	\$398.68	\$398.68	\$0.00	0.00%
Operations/Maintenance - Duplex	\$451.82	\$613.42	\$161.60	35.77%
Total	\$850.50	\$1,012.10	\$161.60	19.00%
Debt Service - SF 50' (Series 2013A-1/A-2)	\$482.61	\$482.61	\$0.00	0.00%
Operations/Maintenance - SF 50'	\$463.80	\$625.40	\$161.60	34.84%
Total	\$946.41	\$1,108.01	\$161.60	17.08%
Debt Service - SF 70' (Series 2013A-1/A-2)	\$587.52	\$587.52	\$0.00	0.00%
Operations/Maintenance - SF 70'	\$482.97	\$644.57	\$161.60	33.46%
Total	\$1,070.49	\$1,232.09	\$161.60	15.10%
Debt Service - Condo (Series 2017)	\$291.54	\$291.54	\$0.00	0.00%
Operations/Maintenance - Condo	\$439.84	\$601.44	\$161.60	36.74%
Total	\$731.38	\$892.98	\$161.60	22.10%
Debt Service - Villa (Series 2017)	\$291.54	\$291.54	\$0.00	0.00%
Operations/Maintenance - Villa	\$439.84	\$601.44	\$161.60	36.74%
Total	\$731.38	\$892.98	\$161.60	22.10%
Debt Service - SF 50' (Series 2017)	\$478.96	\$478.96	\$0.00	0.00%
Operations/Maintenance - SF 50'	\$463.80	\$625.40	\$161.60	34.84%
Total	\$942.76	\$1,104.36	\$161.60	17.14%
Debt Service - SF 60' (Series 2017)	\$541.44	\$541.44	\$0.00	0.00%
Operations/Maintenance - SF 60'	\$473.39	\$634.99	\$161.60	34.14%
Total	\$1,014.83	\$1,176.43	\$161.60	15.92%

Total	\$607.59	\$769.19	\$161.60	26.60%
Operations/Maintenance - Clubhouse	\$607.59	\$769.19	\$161.60	26.60%
Debt Service - Clubhouse	\$0.00	\$0.00	\$0.00	0.00%
Total	\$1,066.06	\$1,227.66	\$161.60	15.16%
Operations/Maintenance - SF 70'	\$482.97	\$644.57	\$161.60	33.46%
Debt Service - SF 70' (Series 2017)	\$583.09	\$583.09	\$0.00	0.00%

#### HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

#### FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

				ALLOCATION OF O&M ASSESSMENT									
					BUDGET		\$872,320.10			BUDGET		\$66,000.00	
				COLL	ECTION COST @	2.0%	\$18,560.00		COLLE	ECTION COSTS @	2.0%	\$1,404.26	
				EARLY PAYME	NT DISCOUNT @	4.0%	\$37,120.00		EARLY PAYME	ENT DISCOUNT @	4.0%	\$2,808.51	
				08	M ASSESSMENT		\$928,000.11		08	&M ASSESSMENT		\$70,212.77	
		UNITS ASSESSED											
_		2013A-1 / A-2 DEBT	2017 DEBT	EAU	TOTAL	% TOTAL	TOTAL	Per Unit	EAU	TOTAL	% TOTAL	TOTAL	Per Unit
LOT SIZE	<u>0&amp;M</u>	SERVICE (1) (2)	SERVICE (1) (2)	FACTOR	EAU's	EAU's	BUDGET	<u>0&amp;M</u>	FACTOR	EAU's	EAU's	BUDGET	<u>M&amp;O</u>
Villa (2013)	82	81	0	1.00	82.00	5.10%	\$47,352.84	\$577.47	0.50	41.00	2.80%	\$1,965.13	\$23.97
Duplex (2013)	146	146	0	1.00	146.00	9.09%	\$84,311.15	\$577.47	0.75	109.50	7.47%	\$5,248.34	\$35.95
SF 50' (2013)	371	369	0	1.00	371.00	23.09%	\$214,242.71	\$577.47	1.00	371.00	25.33%	\$17,782.06	\$47.93
SF 70' (2013)	128	126	0	1.00	128.00	7.97%	\$73,916.62	\$577.47	1.40	179.20	12.23%	\$8,589.07	\$67.10
Condo	120	0	119	1.00	120.00	7.47%	\$69,296.83	\$577.47	0.50	60.00	4.10%	\$2,875.80	\$23.97
Villa (2005)	254	0	253	1.00	254.00	15.81%	\$146,678.30	\$577.47	0.50	127.00	8.67%	\$6,087.12	\$23.97
SF 50' (2005)	227	0	227	1.00	227.00	14.13%	\$131,086.51	\$577.47	1.00	227.00	15.50%	\$10,880.13	\$47.93
SF 60' (2005)	215	0	215	1.00	215.00	13.38%	\$124,156.83	\$577.47	1.20	258.00	17.61%	\$12,365.96	\$57.52
SF 70' (2005)	63	0	63	1.00	63.00	3.92%	\$36,380.84	\$577.47	1.40	88.20	6.02%	\$4,227.43	\$67.10
Clubhouse	1	0	0	1.00	1.00	0.06%	\$577.47	\$577.47	4.00	4.00	0.27%	\$191.72	\$191.72
TOTAL	1607	722	877		1607.00	100.00%	\$928,000.11			1464.90	100.00%	\$70,212.77	
LESS: Brevard County	Collection Costs	(2%) and Early Payment Di	iscounts (4%):				(\$55,680.01)					(\$4,212.77)	
Net Revenue to be Co	llected						\$872,320.10					\$66,000.00	

PER LOT ANNUAL ASSESSMENT						
TOTAL O&M	2013A-1 DEBT	2013A-2 DEBT	2017 DEBT			
PER UNIT	SERVICE (3)	SERVICE (3)	SERVICE (3)	TOTAL (4)		
\$601.44	\$258.58	\$35.18	\$0.00	\$895.20		
\$613.42	\$350.93	\$47.75	\$0.00	\$1,012.10		
\$625.40	\$424.81	\$57.80	\$0.00	\$1,108.01		
\$644.57	\$517.16	\$70.36	\$0.00	\$1,232.09		
\$601.44	\$0.00	\$0.00	\$291.54	\$892.98		
\$601.44	\$0.00	\$0.00	\$291.54	\$892.98		
\$625.40	\$0.00	\$0.00	\$478.96	\$1,104.36		
\$634.99	\$0.00	\$0.00	\$541.44	\$1,176.43		
\$644.57	\$0.00	\$0.00	\$583.09	\$1,227.66		
\$769.19	\$0.00	\$0.00	\$0.00	\$769.19		

<sup>(1)</sup> Reflects 2 (two) Series 2017 prepayments and 5 (five) Series 2013 prepayments.

<sup>(2)</sup> Reflects the number of total lots with Series 2017, Series 2013A-1 and Series 2013A-2 debt outstanding.

Annual debt service assessment per lot adopted in connection with the Series 2017, Series 2013A-1 and Series 2013A-2 bond issues. Annual assessment includes principal, interest, Brevard County collection costs and early payment discounts.

<sup>4)</sup>Annual assessment that will appear on November 2022 Brevard County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

#### **RESOLUTION 2023-01**

A RESOLUTION OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT'S BOARD OF SUPERVISORS ("BOARD"); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS,** the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds without prior approval of the Board, as set forth below.

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

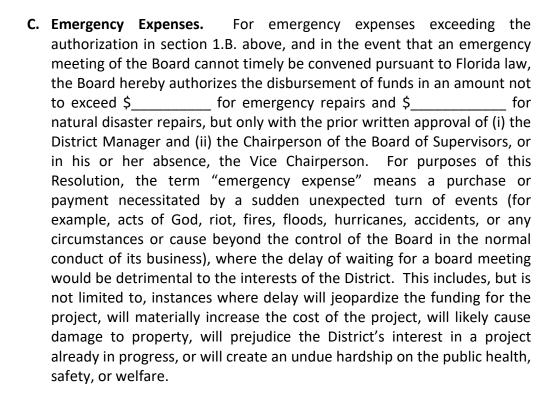
#### Section 1. Payment of Expenses.

- **A. Continuing Expenses.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:
  - 1. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
  - **2.** The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
  - **3.** The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- **B. Non-Continuing Expenses.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the District's facilities and infrastructure, 2) required to provide for the

health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

Non-Continuing Expenses Not Exceeding \$\_\_\_\_\_/month for general maintenance, not including new projects or enhancements, with approval of the District Manager and Chairperson, or Vice Chairperson in his or her absence, of the Board of Supervisors, if in the judgment of the District Manager and Chairperson, or Vice Chairperson, such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

Before any expenditure is made, the District Manager shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.



**Section 2. Board Consideration.** Any payment made pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for review and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

**Section 3. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 4. Effective Date; Conflicts.** This Resolution shall take effect upon the passage and adoption by the Board and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Introduced, considered favorably	, and adopted this day of 2023.
ATTEST:	HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
	 Chairman/Vice Chairman



#### **Kutak Rock LLP**

107 West College Avenue, Tallahassee, Florida 32301 office 850.692.7300

Wesley S. Haber wesley.haber@kutakrock.com

#### **MEMORANDUM**

TO: HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS** 

FROM: WESLEY S. HABER

DATE: MARCH 13, 2023

RE: PUBLIC RECORDS RETENTION

The purpose of this memorandum and attached resolutions are to update and/or establish the District's Records Retention Policy, including to reflect management of transitory messages and establishment that the electronic record is considered the official record.

The District essentially has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time, with the exception of Transitory Messages. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

# **OPTION 1**

#### **RESOLUTION 2023-02 A**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS,** the Heritage Isle at Viera Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS,** Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS,** Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

**WHEREAS,** the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS,** the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

**WHEREAS,** the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the

individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

- **SECTION 2.** The duties of the Records Management Liaison Officer shall include the following:
  - **A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
  - **B.** Coordinate the District's records inventory;
  - **C.** Maintain records retention and disposition forms;
  - **D.** Coordinate District records management training;
  - **E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
  - **F.** Participate in the development of the District's development of electronic record keeping systems;
  - **G.** Submit annual compliance statements;
  - **H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
  - **I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.
- SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.
- **SECTION 4.** In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any appliable statute, rule or ordinance.

supplant, and supersede any prior policy and shall remain in effect unless rescind	or resolution of the District regarding records retention; ed or repealed.
PASSED AND ADOPTED this day of	of 2023.
ATTEST:	HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

District Amendments to General Records Schedules Established by the Division

SECTION 5.

SECTION 6.

Exhibit A:

provisions shall remain in full force and effect.

If any provision of this resolution is held to be illegal or invalid, the other

This resolution shall become effective upon its passage; shall replace,

#### **Exhibit A**

#### District Amendments to General Records Schedules established by the Division

#### ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

#### MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

#### PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

#### REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

# **OPTION 2**

#### **RESOLUTION 2023-02 B**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS,** the Heritage Isle at Viera Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS,** Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

**WHEREAS,** the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

**WHEREAS,** the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS,** the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the

individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

- **SECTION 2.** The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:
  - **A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
  - **B.** Coordinate the District's records inventory;
  - **C.** Maintain records retention and disposition forms;
  - **D.** Coordinate District records management training;
  - **E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
  - **F.** Participate in the District's development of electronic record keeping systems.
  - **G.** Submit annual compliance statements;
  - **H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
  - **I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

The District hereby adopts as its Records Retention Policy the applicable Section 3. provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

**SECTION 4.** In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any appliable statute, rule or ordinance.

**SECTION 5.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

Passed and adopted this day of _	2023.
ATTEST:	HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Composite Exhibit A: General Records Schedules, GS1-SL and GS3

## Composite Exhibit A

## General Records Schedules Established by the Division (GS1-SL and GS3)

[attach, if Option 2 adopted]



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

Property Name Property Address Heritage Isle at Viera CDD

6800 Legacy Blvd.

Melbourne, FL 32940

Contact

То

Richard Hernandez

Heritage Isle at Viera CDD

Billing Address c/o Rizzetta & Company 3434 Colwell Ave

Ste 200

Tampa, FL 33614

Project Name

Mulch for CDD

**Project Description** 

Replace mulch on all CDD property

**Scope of Work** 

QTY	UoM/Size	Material/Description	Unit Price	Total
780.00	CUBIC YARD	Mini Pine Bark Mulch - Blown-In/Installed - CY - CUBIC YARD Subcontracted Mulch	\$50.67	\$39,520.03

For internal use only

 SO#
 8047052

 JOB#
 460400254

 Service Line
 160

#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 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 requirements of the City, State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,00000limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions r e lated thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment: The Customer 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 Customer 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.
- 14. 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 hild den 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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer inspected.

 Cancellation: Notice of Cancellation of work must be received in writing before the orew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150,00 and billed to Customer.

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

- 16. 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, metall 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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 Customer's expense.
- 17. 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

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. 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 15 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	Property Manager
Richard Hernandez	Date	March 01, 2023

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

Account Manager
Signature Title

Randy Preston March 01, 2023

Printed Name Date

Job #: 460400254

SO #: 8047052 Proposed Price: \$39,520.03

## **Exclusions And Qualifications**

#### Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

#### Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by
  others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

#### Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization
- · Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

#### Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- · No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

#### Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)



# Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name Herita
Property Address 6800 I

Heritage Isle at Viera CDD

6800 Legacy Blvd.

Melbourne, FL 32940

Contact

Richard Hernandez

To

Heritage Isle at Viera CDD

Billing Address

c/o Rizzetta & Company 3434 Colwell Ave

Ste 200

Tampa, FL 33614

**Project Name** 

Irrigation Option 2 Heritage Isle off of Legacy Blvd west of Clubhouse

**Project Description** 

Irrigation remove and install a new 12" gate valve off of Legacy Blvd Clubhouse

side of the roadway.

**Scope of Work** 

This quote is for Option 2 to install a new 12" Gate Valve

Brightview will not be responsible for cutting any roadway's.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	12" MJ Gate Valve	\$6,446.00	\$6,446.00
2.00	EACH	12" MJ Sleeve	\$757.77	\$1,515.54
6.00	EACH	12" MJ Restraints	\$334.19	\$2,005.14
6.00	EACH	12" MJ ACC Set	\$100.00	\$600.00
6.00	EACH	12" Transition Gaskets	\$37.38	\$224.28
15.00	EACH	12" C900 Pipe 15 feet.	\$127.40	\$1,911.00
1.00	EACH	Excavator and Shoring	\$8,866.13	\$8,866.13
120.00	EACH	Labor 3 Techs 40 hours each.	\$65.00	\$7,800.00

For internal use only

 SO#
 8065993

 JOB#
 460400254

 Service Line
 150

#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 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 requirements of the City, State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1.00000limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole resonsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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- 11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment: The Customer 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 Customer 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.
- 14. 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 hild den 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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design perfossional, any costs concerning these Design Services are to be paid by the Customer directly to the designer

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

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

- 16. 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, metall 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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 Customer's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. 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 15 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 Property Manager

Richard Hernandez March 15, 2023

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

Signature Title

Eric Javier Cedeno March 15, 2023

Printed Name Date

Job #: 460400254

SO #: 8065993 Proposed Price: \$29,368.09



# Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name Property Address Heritage Isle at Viera CDD

6800 Legacy Blvd.

Melbourne, FL 32940

Contact

Richard Hernandez

To

Heritage Isle at Viera CDD

Billing Address

c/o Rizzetta & Company 3434 Colwell Ave

Ste 200

Tampa, FL 33614

**Project Name** 

Heritage Isle at Viera CDD Controller 2 Common Area Blvd

**Project Description** 

Install a new Hunter AC2 Pedestal controller with remote

### **Scope of Work**

There is a Subscription fee from Hunter Industries to gain access to the Centralus Central control 120.00 a year or 10.00 a month.

The benefits to having access: If there is a alarm like bad decoders, wiring, module, etc the system will send you a message to alert you and you can respond quickly. If there are any changes you need to make on the controller you can do it on the web, phone, computer, etc.

QT	Y UoM/Size	Material/Description	Unit Price		Total
Contro	ller 2 Common A	rea Blvd		Subtotal	\$8,571.93
1.0	00 EACH	Hunter ACC2 Decoder Pedestal.	\$5,243.24		\$5,243.24
1.0	00 EACH	Hunter ACC2 Decoder Expansion Module 75 station.	\$745.45		\$745.45
1.0	00 EACH	Hunter Wireless Rain Sensor.	\$185.00		\$185.00
1.0	00 EACH	Powerset Package (Grounding for Controller)	\$1,098.24		\$1,098.24
1.0	00 EACH	In line fuses for surge protection No Charge.	\$0.00		\$0.00
20.	.00 EACH	Labor to install controller and grounding two techs.	\$65.00		\$1,300.00

For internal use only

 SO#
 8020624

 JOB#
 460400254

 Service Line
 150

#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 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 requirements of the City, State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1.00000limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole resonsibility of the Customer.
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- 14. 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 hild den 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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer inspected.

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

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- 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

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#### Customer

Signature	Title	District Manager
Richard Hernandez	Date	March 20, 2023

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

		Irrigation Manager
Signature	Title	
Eric Javier Cedeno		March 20, 2023
Printed Name	Date	

Job #: 460400254

SO #: 8020624 Proposed Price: \$8,571.93



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

**Property Name Property Address**  Heritage Isle at Viera CDD

6800 Legacy Blvd.

Melbourne, FL 32940

Contact

То

Richard Hernandez

Billing Address

Heritage Isle at Viera CDD

c/o Rizzetta & Company 3434 Colwell Ave Ste 200

Tampa, FL 33614

**Project Name** 

North entrance, Behing 6308 Van Ness dr. sod replacement

**Project Description** 

Remove and Replace sod behind 6308 Van Ness DR Item 42

### **Scope of Work**

QTY	UoM/Size	Material/Description	Unit Price	Total
 940.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$1.52	\$1,427.67
1.00	UNIT	Dump Fees/Green Waste Material/Labor	\$221.69	\$221.69
1.00	DAY	Sod Cutter - Daily Equipment Rate	\$179.63	\$179.63

For internal use only

SO# 8014547 JOB# 460400254 Service Line 130

#### **TERMS & CONDITIONS**

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#### Customer

Signature	Title	District Manager
Richard Hernandez	Date	January 12, 2023

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

		Branch Manager
Signature	Title	
Ones Alexie Leane Divers		10 0000
Omar Alexis Lopez Rivera	3	January 12, 2023

Job #: 460400254

SO #: 8014547 Proposed Price: \$1,828.99

## **Exclusions And Qualifications**

#### Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

#### Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by
  others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

#### Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization
- · Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

#### Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- · No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

#### Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)



# B.S.E. CONSULTANTS, INC.

Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S. President

Hassan Kamal, P.E. Vice President

### Memorandum:

**DATE:** Revised March 6, 2023 (December 20, 2022)

TO: Heritage Isle, CDD FROM: Ana Saunders, PE

Re: Heritage Isle, CDD – North and South Irrigation Systems

BSE File #10624.03

The purpose of this memo is to provide the background information used to "separate" the CDD's master irrigation into north and south systems. The master irrigation system is comprised of two (2) pumping stations and associated interconnected mainline piping and valves. Currently, when one pump runs it causes adverse effects (negative pressures) on the idle pump. To maintain optimal efficiency and performance of the irrigation system, it will be separated (by a gate valve) into north and south service areas. This method of separation will significantly reduce the adverse effects mentioned above while allowing either pump, with the opening of a gate valve, to service either area in the event one of the pumps is down for maintenance.

Separation of the master irrigation system is proposed as follows:



#### North (N)

- Pump located between Quint and Balboa Drives on the east side of Legacy Blvd.
- Associated mainline piping, valves and appurtenances located approximately from LeConte/Legacy and south Funston/Legacy to the northern CDD limits (near Judge Fran Jamieson Way).

#### South (S)

- Pump located west of the clubhouse, west of Legacy Blvd.
- Associated mainline piping, valves and appurtenances located approximately from LeConte/Legacy and south Funston/Legacy to the southern CDD limits (near Wickham Rd) including the clubhouse, associated amenities and condominiums.

Irrigation Memo Revised March 6, 2023 Page 2

## **Separation Option #1**

The attached reuse as-built drawing identifies the gate valve location that would serve as the separation point between the north and south irrigation systems (approximately Sta 42+95 along Legacy Blvd, just north of the traffic circle). Provided the gate valve is functional, closing this valve appears to be the most cost effective and quickest solution.

### **Separation Option #2**

In the event the gate valve identified in option #1 above is inoperable, another option would be to cut-in and install a new 12-inch gate valve along the reuse main. This new gate valve can be located a few feet north or south of the existing gate valve in such a way as to minimize disturbance to any landscaping or sidewalk provided it location is north of the southern irrigation pump station connection.



AS/as 10624.03.memo.22-as-1503.dec.REV1

