



Rizzetta & Company

# Heritage Isle at Viera Community Development District

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**Board of Supervisors  
Meeting  
January 23, 2024**

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

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

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

**Board of Supervisors**

Jay Williams  
Bob Goldstein  
Kenneth Bonin  
Jon Smallegan  
Kenneth Walter

Chairman  
Vice Chairman  
Board Supervisor  
Board Supervisor  
Board Supervisor

**District Manager**

Brian Mendes

Rizzetta & Company, Inc.

**District Counsel**

Wes Haber

Kutak Rock, LLP.

**District Engineer**

Ana Saunders

BSE Consultants

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

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

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

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

**HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT**

District Office – Orlando FL – (407) 472-2471

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

[www.heritageisleatvieracdd.com](http://www.heritageisleatvieracdd.com)

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January 16, 2024

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

**FINAL AGENDA**

Dear Board Members:

The meeting of the Board of Supervisors of the Heritage Isle at Viera Community Development District will be held on **January 23, 2024, at 10:30 a.m.** at the Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940. The following is the final agenda for this meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. COMMUNITY UPDATES**
  - A.** Juniper Community Update
    1. Discussion of Tree Project
  - B.** Monthly Report Update by Supervisor Ken Walter
    1. Joint Landscape Report .....Tab 1
    2. Monthly Report by Ken Walter .....Tab 2
  - C.** Pond Maintenance Update
    1. Consideration of Sign Proposal .....Tab 3
- 4. STAFF REPORTS**
  - A.** District Council
  - B.** District Engineer
  - C.** District Manager
    1. Discussion of FPL Lights/Preliminary FY2025 Outlook.....Tab 4
    2. Website Audit.....Tab 5
- 5. BUSINESS ADMINISTRATION**
  - A.** Consideration of the Minutes of the Board of Supervisors Meeting held on November 28, 2023 .....Tab 6
  - B.** Ratification of Operation and Maintenance Expenditures for October & November 2023.....Tab 7
- 6. BUSINESS ITEMS**
  - A.** Presentation of Financial Investment Options
  - B.** Consideration of Sidewalk Repair Proposal .....Tab 8
  - C.** Consideration of 1<sup>st</sup> Addendum of Rizzetta & Company's Landscape Inspection Services Contract .....Tab 9
- 7. SUPERVISOR REQUESTS AND COMMENTS**
- 8. ADJOURNMENT**

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

Very truly yours,

*Brian Mendes*

Brian Mendes  
District Manager

**TAB 1**

## **Subject: Joint Landscape Team Meeting Report 12/14/23**

The following provides a summary of the discussion and landscape topics during our joint landscape meeting held on 12/14/23. The purpose of this meeting was to go over some of the lessons learned with Juniper and to discuss landscape services delivered during 2023 and how we can make process improvements going into 2024.

The meeting provided an opportunity to discuss some of the lessons learned and was very informative and well received. We went over Juniper's progression over the last twelve months. In the beginning there were many challenges with the landscaping processes. Also at the mid-year point, they also took on the CDD common area maintenance which added additional responsibilities. At that point they became responsible for all Heritage Isle property except for the Terraces.

To Juniper's credit, they worked very hard on their maintenance protocols as they assumed responsibility for the entire community. There were some leadership changes along the way. This brought a refocus on the landscape processes and everyday requirements. They are now positioned to continue into 2024 with a wealth of knowledge from 2023. The overarching requirement is to ensure continued quality assurance with all facets of the landscape processes. It's critical that all work is quality assured. We expect continued this accountability as we move into 2024.

The following provides a recap of the discussion topics.

**Mowing-** More focus on rut management. As a step forward, the use of lighter in weight 36" stander mowers will be used on the smaller lots such and areas between some the homes. They will also change the mow pattern more frequently. It's a delicate balance between Mother Nature, irrigation system settings, growth rates and saturation levels in the turf.

Juniper will be taking a look at the irrigation controller settings and make adjustment tailored to the phase saturation issues. Now that we have one landscape vendor, coordinating any irrigation system settings is expected as the seasonal and current weather dictates changes. This will help mitigate ruts. More to follow.

**Blowing-** In the beginning, homeowners were complaining about grass clippings being blown back toward the garages. Now they have that problem under control. The mow crews are trained to blow the clippings away from the driveways and garage areas. And conduct the appropriate cleanup.

**Edging-** More care will be observed when either hard or soft edging is performed. The goal is to minimize the continued diameter growth with the tree rings and avoid blowing the mulch from the beds onto the grass.

**Shrubs-** During the past year, Juniper has gained significant knowledge with HI shrubs. They inherited a vast variety of different shrub types throughout the community. We should see more consistency with the trimming. Additionally, to improve the process of cleanup, they will be using the burlap matting to catch the clippings for easy removal. Thus eliminating the need to blow the shrub clippings out.

**Trees-** HIRVA will be looking at the type of tree (palms and hardwood) and height requirements for

homeowner lots with Juniper fir the coming year. The CDD requirements are detailed in the contract with Juniper. Overall, the community received tree services with lifting and pruning. And we expect similar services during 2024.

Weeding- A top complaint item. Weeding has been a challenge for any landscaper that's been on Heritage Isle. Juniper will be focusing on spraying and pulling horizon weeds which are clearly visible. The good news is that they are currently using their mow crew during the mowing off week to detail various areas and mitigate weed growth as we move through the winter months. Then they will spray a pre-emergent herbicide prior to the growing season. This process will lesson the workload when we get into the late spring, early summer during the rainy and growing months ahead.

Irrigation- With one year under the belt, our irrigation team is very familiar with the topography, and saturation levels throughout the community . As such , they will be reviewing the clock settings especially when seasonal aspects affect irrigation demand. Adjustments will be made as appropriate. Our irrigation system was designed to augment Mother Nature with the needed rain. Juniper made many irrigation repairs coupled with a lightning strike which affected many lots on Guerrero. They have a solid familiarity with the HI irrigation system. They are well positioned entering 2024.

Major Events- Events such as mulching, tall palm tree pruning and decorative grass pruning will be scheduled during the cooler months. During 2023, these events were scheduled during the high heat months which was a real challenge. We need to do this type of work smarter, not harder.

Overall: there were plenty of lessons learned. And the Juniper team is focused and preparing for 2024. We thank them for the hard work during 2023 and expect them to provide quality landscape services throughout Heritage Isle in 2024.

Happy Holidays, enjoy your families and friends, and always be safe!

Thanks!

**TAB 2**

**The following report is provided for December 2023.**

Legacy Blvd sod recovery- since the improper fertilization/herbicide event, Juniper has been monitoring the recovery progress. Currently, they believe that close to approximately 85% is in a full recovery status. The remaining 15% will require complete replacement. This replacement will be scheduled in January 2024.

LeConte / Legacy Blvd corner refresh- our first bullnose refresh was completed just before thanksgiving . This area is one of the largest corners on Legacy blvd. The transformation went very well. What stands out is a nice clean look by removing sidewalk corner shrubs with sod . It also removed other high maintenance aging shrubs. The stone wall is now fully visible . They also use some small growing accent shrubs adjacent to the stone wall. Looks great!

On the adjacent corner, aging shrubs were removed from the sidewalks and back drop. A small line of green island Ficus shrubs were installed which enhances the appearance. The only concern came from one homeowner who questioned the use of Ficus . The homeowner mistakenly thought the Ficus were of the tree variety. When in fact they are of the shrub ( green island ficus)variety and is widely used as decorative shrubs in central Florida.

The overall feedback has been very positive. Our next corner will be near the front entrance at Galindo. The sidewalk shrubs will be replaced with sod which will eliminate line of sight issues and reduces the mulch footprint. The wall area will be refreshed similar to the new look on the LeConte corner.

Parks- all parks and Legacy Blvd areas received significant weeding and shrub pruning . Also shrubs along the inter-connecting sidewalks were trimmed keeping them looking sharp and properly maintained. In the future, a park maintenance schedule will be provided and included as part of the monthly schedule for HI.

Decorative Grass- we expect all decorative grass to receive their annual trimming early January. Areas affected include Legacy Blvd, parks and the sidewalk line adjacent to Wickham road.

Weeding- Legacy Blvd has been receiving extra weeding and detail work which is providing a more refreshed look along the blvd.

North Gate- the whole area encompassing the back gate has received a total refresh, and heavy weeding . This is the best it's looked in many years!

Joint Landscape Team - the December report was provided via separate correspondence.

FPL lights- we will be setting up a virtual connection with the FPL LED light manager (Chris Venoy) to participate at our January CDD meeting. One of the issues now concerns the pole configuration that we decide. The estimates provided included tandem lights at the entrances and then single pole fixtures inside the gates. Some feedback so far favors tandem lights throughout Legacy blvd. Of course this option would increase the FPL tariff from approximately \$2,400 to \$4,000 per month. We can discuss



these options more fully at the January 2024 CDD meeting.

Other:

Preliminary FY 25 budget development - Its important that we take a look at our out year financial programming requirement. Brian and I spent two hours on 12 December 2023 looking long range with the out year financial requirements both operations and maintenance plus the reserves.

We will be working on a pro forma/ draft budget well in advance of the typical May target date. This will allow the board with ample time for review and comment.

The good news is we are currently funding reserves in conjunction with the FY22 reserve study. Also during FY23, we had O&M funds that rolled over into the pooled O&M reserve account. Likewise we had other reserve funding roll over into the pooled reserve account. More to follow.

Overall: Juniper continues to improve and is positioned well going into 2024.

Happy holidays!

### **Landscape Year in Review 2023, January expectations and other items**

1 January 2023-30 June 2023

- BrightView entered their 4th option Year with CDD ( post losing the HIRVA contract to Juniper).
- BrightView promised CDD that they would continue to deliver quality services on CDD property (January 2023 CDD meeting).
- Coordinating work between Juniper and BrightView was a challenge.
- CDD property maintenance started to decline. No immediate recovery occurred.
- May 2023, CDD decided to terminate the agreement with BrightView effective 30 June 2023. Awarded a 6 month "bridge " contract with Juniper, effective 1 July 2023.

1 July 2023-31 December 2023

- Juniper takes over CDD landscape maintenance

- Juniper inherited a mess and concentrated on catching up with mowing issues, detail work and other much needed services. The goal during this time period was to get the landscape maintainable and under control. And they stepped up!

- coordinated mowing, detailing , fertilization and irrigation efforts in conjunction with HIRVA landscape maintenance schedules. And eliminating potential gaps in service delivery.

- met the tall palm tree pruning on very short notice

- met mulching requirements on very short notice.

- established schedules to refresh parks and interconnecting sidewalk shrubs.

- improved quality assurance with supervision checking the work.

- very responsive to any "issues " on the go.

- extremely cooperative management team

- identified numerous irrigation repair requirements , made the repairs in timely fashion.

- gained significant body of knowledge as they enter the new 2 year contract.

- a full solicitation occurred and a two year agreement was awarded to Juniper.

What's expected in 2024?

- continued discipline with all landscape processes (control).
- meeting published schedules .
- continued quality assuring all work by supervisors.
- deliver “sharp “ looking common areas which enhances overall property values.
- continue working cooperatively with HIDA, HIRVA and CDD as a whole, and supporting the Joint Landscape Team. The goal is to provide consistent landscape maintenance throughout HI !

#### January Update:

- replace remaining damaged sod on Legacy Blvd from the severe burnout from the November incorrect fertilization / herbicide application.
- complete pruning all decorative grasses on Wickham rd, Legacy Blvd, parks and pond areas.
- continue bull nose refresh on Legacy Blvd.
- continue detailing and weeding
- continue preparation of property for the spring.
- continue irrigation “wet checks”, make repairs as necessary to ensure all common areas have adequate irrigation coverage.

#### Other items of interest:

- HIRVA is considering delaying the annual mulching and fall palm tree pruning until September. And changing the mulch from mini pine bark to shredded hardwood. CDD typically follows HIRVA lead with these projects, however , homeowners are used to these services being delivered in the spring time. Tall

palm trees must be pruned before the hurricane season. This will be discussed at the 30 January 2024 meeting. (More to follow).

- FPL lights out. as of 12 January 2024, we have 8 lights that require repair. 2 lights are leaning, 6 are totally out. Tickets were prepared and submitted . The two leaning lights were reported via ticket and email. As of 12 January 2024 we are still waiting for their repair. We are working with the Brevard County FPL light supervisor to get these lights repaired. The typical repair time now can take up to 40 days.

- repairs to the Carambola sidewalk from the October water main break is underway. We expect the repairs to be completed by the end of the month.

Thanks!

**TAB 3**

Proposal Number:

24-100001



Aquagenix

A DeAngelo Contracting Services Company

**SPECIAL SERVICE AGREEMENT**

This agreement is made between DeAngelo Contracting Services, LLC (“DCS”) and “CUSTOMER”.

Heritage Isle CDD  
C/o Rizzetta - Brian Mendes  
8529 South Park Circle  
Orlando, FL 32819

Brian Mendes, P.E. Cell 407-472-2471 x 4404 bmendes@rizzetta.com

Both CUSTOMER and DCS agree to the following:

1. Site Locations: DCS will provide the following service(s) on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement Dated Thursday, 04 January 2024, at the following site(s):

a. 3933 Carambola Circle, Melbourne, FL 32940

2. Scope of Work: CUSTOMER agrees to pay DCS the following amount for the one-time special service project as described below:

**Both CUSTOMER and DCS agree to the following:**

**Sign Install**

Aquagenix will install 10 signs 6 feet in height and in appropriate locations.

**If approved, please sign and return in order to schedule services**

*Do not pay from this proposal - Invoice will follow after work is complete*

|                 |                 |
|-----------------|-----------------|
| Materials \$    | -               |
| Labor \$        | 1,589.00        |
| Subtotal \$     | 1,589.00        |
| Shipping Fee \$ | -               |
| Taxes \$        | -               |
| <b>TOTAL \$</b> | <b>1,589.00</b> |

3. Contract Terms: The term of this Agreement shall be continuous without interruption until the project is completed or this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Safety: DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations, and BMP- Best Management Practices for aquatics.

5. Insurance: DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge.

6. Address Change: If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

7. Management Change: If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. CUSTOMER is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

8. Schedule of Payment and Penalties for past due invoices: CUSTOMER will be invoiced upon completion of the special service agreement and agrees to pay DCS within thirty (30) days after date of invoice at the DCS home office at 100 N Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and will result in customer becoming responsible for all charges that are necessary to collect the full amount of the invoice plus said necessary collection charges.

9. Default: If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DCS may, at its sole discretion, seek any or all the following remedies:

a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.

b. Filing of a mechanics lien on property for all monies due plus interest, DeAngelo Contracting Services costs and attorney's fees incurred by DCS.

10. Termination Procedure: This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 100 N Conahan Drive, Hazleton, PA 18201.

11. OTHER ITEMS:

a. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

b. DCS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of any products.

c. If necessary, CUSTOMER agrees to notify and locate any private in-ground utilities or structures. If CUSTOMER does not notify and locate in-ground utilities or structures, DeAngelo Contracting Services is not responsible for damages to said utilities or structures. DCS will have public in-ground utilities located through 811.

d. DCS will make every attempt to protect all work areas from excess damage and wear and tear. Minor cosmetic damage may occur that given time will return to pre work condition.

12. Contract Documents: This Agreement constitutes the entire Agreement of DCS and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

|                                |            |
|--------------------------------|------------|
| <i>Kyle Caracciolo-Clayton</i> |            |
| DEANGELO CONTRACTING SERVICES  | CUSTOMER   |
| <i>Kyle Caracciolo-Clayton</i> |            |
| PRINT NAME                     | PRINT NAME |
| 1/4/2024                       |            |
| DATE                           | DATE       |

*The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.*

**TAB 4**



FY2025 Financial Analysis (1pole/1 light or 1pole/2 light options)

| Budget Category               | FY2024 Budget | Estimated FY2025 Budget | Changes with 1 pole/1 light option | Changes with 1 pole/2 light option |
|-------------------------------|---------------|-------------------------|------------------------------------|------------------------------------|
| District Engineer             | \$15,000      | \$12,000                | -\$3,000                           | -\$3,000                           |
| District Counsel              | \$21,000      | \$17,000                | -\$4,000                           | -\$4,000                           |
| Utility Services              | \$38,000      | \$41,000                | \$3,000                            | \$3,000                            |
| Utility street lights         | \$72,000      | \$72,000                | \$1,500                            | \$16,500                           |
| Street light lease            | \$8,000       | \$0                     | -\$8,000                           | -\$8,000                           |
| Irrigation repairs            | \$65,000      | \$80,000                | \$15,000                           | \$15,000                           |
| Power Washing                 | \$15,000      | \$25,000                | \$10,000                           | \$10,000                           |
| <b>CHANGE SUB TOTALS</b>      |               |                         | <b>\$14,500</b>                    | <b>\$29,500</b>                    |
| Pump Reserve                  | \$60,000      | \$35,000                | -\$25,000                          | -\$25,000                          |
| LED Conversion                | \$0           | \$57,500                | \$57,500                           | \$57,500                           |
| <b>CHANGE SUB TOTAL</b>       |               |                         | <b>\$32,500</b>                    | <b>\$32,500</b>                    |
| Total budget increase FY 2025 |               |                         | \$47,000                           | \$62,000                           |
| Impact on FY2025 assessment   |               |                         | \$47,000/1606<br>=\$29.26          | \$62,000/1606<br>=\$38.60          |
|                               |               |                         |                                    |                                    |
|                               |               |                         |                                    |                                    |
|                               |               |                         |                                    |                                    |

**TAB 5**



# Quarterly Compliance Audit Report

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## Heritage Isle at Viera

**Date:** December 2023 - 4th Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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## **Audit results**

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## **Helpful information:**

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

| Passed | Description   |
|--------|---|
| Passed | <b>Website errors*</b><br>0 WCAG 2.1 errors appear on website pages causing issues**                        |
| Passed | <b>Keyboard navigation</b><br>The ability to navigate website without using a mouse                         |
| Passed | <b>Website accessibility policy</b><br>A published policy and a vehicle to submit issues and resolve issues |
| Passed | <b>Color contrast</b><br>Colors provide enough contrast between elements                                    |
| Passed | <b>Video captioning</b><br>Closed-captioning and detailed descriptions                                      |
| Passed | <b>PDF accessibility</b><br>Formatting PDFs including embedded images and non-text elements                 |
| Passed | <b>Site map</b><br>Alternate methods of navigating the website  |

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

## Compliance Criteria

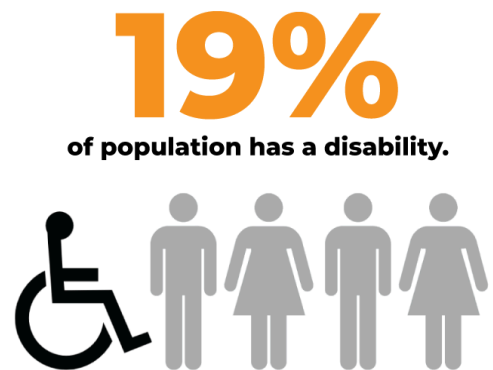
| Passed | Description   |
|--------|---|
| Passed | Full Name and primary contact specified                     |
| Passed | Public Purpose  |
| Passed | Governing body Information                                  |
| Passed | Fiscal Year   |
| Passed | Full Charter (Ordinance and Establishment) Information      |
| Passed | CDD Complete Contact Information                            |
| Passed | District Boundary map                                       |
| Passed | Listing of taxes, fees, assessments imposed by CDD          |
| Passed | Link to Florida Commission on Ethics                        |
| Passed | District Budgets (Last two years)                           |
| Passed | Complete Financial Audit Report                             |
| Passed | Listing of Board Meetings                                   |
| N/A    | Public Facilities Report, if applicable                     |
| Passed | Link to Financial Services                                  |
| Passed | Meeting Agendas for the past year, and 1 week prior to next |



# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitertools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

|                       |   |
|-----------------------|---|
| Assistive technology  | Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader) |
| WCAG 2.0              | Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled                               |
| 504                   | Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people                        |
| 508                   | An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled                                      |
| ADA                   | American with Disabilities Act (1990)   |
| Screen reader         | Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.                |
| Website accessibility | Making your website fully accessible for people of all abilities  |
| W3C                   | World Wide Web Consortium – the international body that develops standards for using the web  |

**TAB 6**

**MINUTES OF MEETING**

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

**HERITAGE ISLE AT VIERA  
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **November 28, 2023, at 10:38 a.m.** at the Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940.

Present and constituting a quorum:

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

Also present were:

|                    |   |
|--------------------|---|
| Brian Mendes       | <b>District Manager, Rizzetta &amp; Company</b>         |
| Giovanni Massimino | <b>Administrative Assistant, Rizzetta &amp; Company</b> |
| Wes Haber          | <b>District Counsel, Kutak Rock LLP</b>                 |
| Ana Saunders       | <b>District Engineer, BSE Consultants</b>               |
| Chad Folds         | <b>Landscape Company, Juniper</b>                       |
| Susan Chapman King | <b>Landscape Company, Juniper</b>                       |
| Rodney             | <b>Landscape Company, Juniper</b>                       |
| Chris              | <b>Landscape Company, Juniper</b>                       |
| General Audience   | <b>Present</b>  |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**THIRD ORDER OF BUSINESS**

**Community Updates**



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**A. Juniper Community Update**

Chad from Juniper briefed the board on Sod update and restoration plan.

Mr. Walter discussed coordination between him and Juniper on working through this issue.

Mr. Smallegan and Mr. Goldstein inquired about what chemicals caused this. Chad from Juniper responded to their inquiries.

Mr. Smallegan briefed the board on progression with Juniper tree project. Juniper stated they will be working on concepts and renderings for the next meeting.

Ms. Sanders requested Juniper to send the renderings to her team for review.

Mr. Bonin inquired on enhancement of phase three park. Mr. Bonin, the district manager, the district engineer, and Juniper to work on this.

**B. Monthly Report Update by Supervisor Ken Walter**

Mr. Walter presented the report to the board. He briefed the board on the city of Cocoa irrigation break. He stated he is working with them to get it resolved.

Ms. King from Juniper briefed the board on their work order system and how it operates.

Mr. Walter reported that 75% of Bryan Schaub's landscape inspection report has been completed.

**C. Pond Maintenance Update**

Mr. Mendes briefed the board with updates on signs. It is requested that the district manager work with Aquagenix on installation.

**D. Blown Away Update**

Mr. Mendes briefed the board with update and asked the board if they had any questions. There were none.

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Bonin inquired about riding bicycles on the sidewalks. It is stated district counsel will work with district manager on this research.

93 It is stated the district manager will coordinate with district counsel and the district  
94 engineer to gather proposals for no bicycle signs on sidewalks. It is requested that  
95 golf carts are added to the sign and the signs are placed on both sides of the bridges.  
96

97 Mr. Walter notified counsel and the board of Hida pending litigation on irrigation  
98 electrical malfunction.  
99

100 **B. District Engineer**

101  
102 Ms. Saunders reported an annual inspection is approaching. It is stated that she will  
103 coordinate with the district manager to prep an e-blast to the community. She stated  
104 the report will be ready for March's meeting.  
105

106 **C. District Manager**

107  
108 Mr. Mendes briefed the board with updates and on work completed since the last  
109 meeting and asked if the board had any questions. There were none.  
110

111 **FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of  
the Board of Supervisors'  
Meeting held on October 24, 2023**

112  
113  
114  
115 Mr. Willaims presented the meeting minutes from the Board of Supervisors meeting held on  
116 October 24, 2023 and asks if there are any requests to change. It is requested by the board  
117 to revise line 102 for a misspelled word.  
118

|   |
|---|
| On Motion by Mr. Bonin, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the Board of Supervisor Regular Meeting minutes held October 24, 2023, for Heritage Isle at Viera Community Development District. |
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119  
120 **SIXTH ORDER OF BUSINESS**

**Discussion of Investment  
Accounts**

121  
122  
123 Mr. Mendes briefed the board on the agenda item.

124  
125 Mr. Goldstein suggested to look into Edward jones banking and Goldman Saks.  
126

127 It is stated that the district manager to have Scott Brizendine attend the next meeting to  
128 present financial investment options to the board at the next meeting.  
129

130  
131 **SEVENTH ORDER OF BUSINESS**

**Discussion of FPL Lights**

132  
133 Mr. Walter briefed the board on this agenda item explaining this is a project the board needs  
134 to financially prep for.

135 It is stated that district staff and the board will work with Hida on FPL conversion.

136

137 Mr. Walter proposed to split the payment between Fiscal year 2025 and 2026.

138

139 It is stated that the district manager will prep a line item on the next fiscal year budget for  
140 this.

141

On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the district manager and Mr. Walter gathering proposals for lights, for Heritage Isle at Viera Community Development District.

142

143 It is requested by the board for the district manager to work with Aquagenix on multicolored  
144 lights on fountains.

145

146 **EIGHTH ORDER OF BUSINESS**

**Ratification of FY 22-23 Audit  
Engagement Letter**

147

148

149 It was requested by the board that starting next fiscal year, a full operational audit is  
150 completed every three years.

151

On Motion by Mr. Smallegan, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors ratified the FY 2022-2023 Audit Engagement Letter, for Heritage Isle at Viera Community Development District.

152

153 **NINTH ORDER OF BUSINESS**

**Consideration of Landscape  
Irrigation Maintenance  
Agreement**

154

155

156

157 Mr. Mendes presented the landscape irrigation maintenance agreement to the board and  
158 asked if they had any questions. There were none.

159

On Motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the landscape irrigation maintenance agreement, for Heritage Isle at Viera Community Development District.

160

161 **THIRTEENTH ORDER OF BUSINESS**

**Supervisor Requests and  
Audience Comments**

162

163

164

165 There were no supervisor requests or audience comments.

166

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**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

172

On Motion by Mr. Williams, seconded by Mr. Smallegan, the Board of Supervisors, with all in favor, adjourned the meeting at 12:28 p.m., for Heritage Isle at Viera Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT

**TAB 7**

# HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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District Office · Orlando, FL 32819

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

WWW.HERITAGEISLEATVIERACDD.ORG

## Operation and Maintenance Expenditures October 2023 Presented For Board Approval

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

The total items being presented:           **\$71,207.40**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Heritage Isle at Viera Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

| <u>Vendor Name</u>                  | <u>Check #</u> | <u>Invoice Number</u>             | <u>Invoice Description</u>             | <u>Invoice Amount</u> |
|-------------------------------------|----------------|-----------------------------------|--|-----------------------|
| B S E Consultants Inc.              | 100193         | 14988                             | Engineering Services 08/23             | \$ 1,286.86           |
| Blown Away, LLC                     | 100194         | 65313                             | Sidewalk Pressure Wash 09/23           | \$ 4,746.60           |
| Blown Away, LLC                     | 100194         | 65314                             | Pressure Washing 09/23                 | \$ 12,148.88          |
| Druse Landscaping & Tree Service    | 100196         | 8490                              | Install Plants, Trees 09/23            | \$ 1,660.00           |
| Florida Power & Light Company       | 100199         | 1800437164                        | Premium Lighting Monthly Billing 10/23 | \$ 1,602.00           |
| Florida Power & Light Company       | 100199         | 1800437172                        | Premium Lighting Monthly Billing 09/23 | \$ 981.00             |
| Florida Power & Light Company       | 20231025-1     | Monthly Summary 10/23-485 Autopay | Summary Electric Services 10/23        | \$ 5,772.55           |
| Innersync Studio, Ltd               | 100197         | 21713                             | Website & Compliance Services 10/23    | \$ 384.38             |
| Juniper Landscaping of Florida, LLC | 100195         | 229159                            | Landscape Maintenance 09/23            | \$ 19,899.54          |
| Kutak Rock, LLP                     | 100202         | 3292417                           | Legal Services 08/23                   | \$ 1,564.41           |
| OnSight Industries LLC              | 100200         | 101023-OnSight                    | Pond Signs 10.23                       | \$ 2,063.46           |

# Heritage Isle at Viera Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

| <u>Vendor Name</u>             | <u>Check #</u> | <u>Invoice Number</u> | <u>Invoice Description</u>              | <u>Invoice Amount</u>      |
|--------------------------------|----------------|-----------------------|---|----------------------------|
| Rizzetta & Company, Inc.       | 100191         | INV0000084057         | Assessment Roll 10/23                   | \$ 5,678.00                |
| Rizzetta & Company, Inc.       | 100192         | INV0000084154         | District Management Fees 10/23          | \$ 6,831.67                |
| Solitude Lake Management, LLC  | 100203         | PSI0008956            | Aquatic Maintenance 09/23               | \$ 2,924.12                |
| Solitude Lake Management, LLC  | 100203         | PSI014221             | Fountain Maintenance Quarterly<br>10/23 | \$ 250.95                  |
| Solitude Lake Management, LLC  | 100203         | PSI015987             | Aquatic Maintenance 10/23               | \$ 2,967.98                |
| Space Coast Bee Services, Inc. | 100198         | 23-00279              | Bee & Nest Removal 09/23                | \$ 175.00                  |
| Space Coast Bee Services, Inc. | 100198         | 23-00290              | Bee & Nest Removal 09/23                | \$ 135.00                  |
| Space Coast Bee Services, Inc. | 100201         | 23-00322              | Bee & Nest Removal 10/23                | <u>\$ 135.00</u>           |
| <b>Report Total</b>            |                |                       |   | <b><u>\$ 71,207.40</u></b> |



# HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

---

District Office · Orlando, FL 32819

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

WWW.HERITAGEISLEATVIERACDD.ORG

## Operation and Maintenance Expenditures November 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$80,982.11**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Heritage Isle at Viera Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

| Vendor Name                            | Check #    | Invoice Number                        | Invoice Description                                     | Invoice Amount |
|--|------------|---------------------------------------|---|----------------|
| Bob Goldstein                          | 100204     | BG102423                              | Board of Supervisors Meeting<br>10/24/23                | \$ 200.00      |
| Druse Landscaping & Tree<br>Service    | 100205     | 8511                                  | Trim Trees & Grind Stumps 10/23                         | \$ 3,150.00    |
| Egis Insurance Advisors, LLC           | 100212     | 19750                                 | General Liability/Property/POL<br>10/01/2023-10/01/2024 | \$ 14,635.00   |
| Emmett J Williams, Jr                  | 100206     | EW102423                              | Board of Supervisors Meeting<br>10/24/23                | \$ 200.00      |
| Florida Department of Commerce         | 100216     | 88719                                 | Special District Fee FY 2023/2024                       | \$ 175.00      |
| Florida Power & Light Company          | 100213     | 1800440442                            | Premium Lighting Monthly Billing<br>11/23               | \$ 1,602.00    |
| Florida Power & Light Company          | 100213     | 1800440450                            | Premium Lighting Monthly Billing<br>11/23               | \$ 981.00      |
| Florida Power & Light Company          | 20231128-1 | Monthly Summary 11/23-<br>485 Autopay | Summary Electric Services 11/23                         | \$ 6,596.71    |
| HP Home Maintenance<br>Solutions, LLC  | 100217     | 248                                   | Installation Dog Station & Bench<br>11/23               | \$ 1,304.12    |
| HP Home Maintenance<br>Solutions, LLC  | 100217     | 249                                   | Concrete Slab Repair 11/23                              | \$ 2,475.78    |
| Jon Smallegan                          | 100207     | JS102423                              | Board of Supervisors Meeting<br>10/24/23                | \$ 200.00      |
| Juniper Landscaping of Florida,<br>LLC | 100214     | 236942                                | Landscape Maintenance 10/23                             | \$ 19,899.54   |

# Heritage Isle at Viera Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

| <u>Vendor Name</u>                                   | <u>Check #</u> | <u>Invoice Number</u> | <u>Invoice Description</u>                 | <u>Invoice Amount</u>      |
|--|----------------|-----------------------|--|----------------------------|
| Juniper Landscaping of Florida, LLC                  | 100214         | 237634                | Irrigation Repairs 10/23                   | \$ 1,608.24                |
| Juniper Landscaping of Florida, LLC                  | 100218         | 237816                | Landscape Maintenance 11/23                | \$ 19,899.54               |
| Kenneth F. Walter                                    | 100208         | KW102423              | Board of Supervisors Meeting<br>10/24/23   | \$ 200.00                  |
| Kenneth O. Bonin                                     | 100209         | KB102423              | Board of Supervisors Meeting<br>10/24/23   | \$ 200.00                  |
| Kutak Rock, LLP                                      | 100215         | 3298033               | Legal Services 09/23                       | \$ 97.75                   |
| Rizzetta & Company, Inc.                             | 100211         | INV0000084947         | District Management Fees 11/23             | \$ 6,831.67                |
| Space Coast Bee Services, Inc.                       | 100219         | 23-00374              | Bee & Nest Removal 11/23                   | \$ 135.00                  |
| The Ledger / News Chief/ CA<br>Florida Holdings, LLC | 100210         | 0005818233            | Account #126307 Legal Advertising<br>09/23 | <u>\$ 590.76</u>           |
| <b>Report Total</b>                                  |                |                       |  | <b><u>\$ 80,982.11</u></b> |

**TAB 8**



# SIDEWALK TRIP HAZARD REMOVAL

Price Proposal

# HERITAGE ISLE CDD



**PRECISION SIDEWALK SAFETY CORP • JANUARY 12, 2024**

1202 SW 17<sup>th</sup> Street, Suite 201-122 • Ocala, FL 34471 • [www.precisionsidewalksafety.com](http://www.precisionsidewalksafety.com)  
Amanda Henson • 877-799-6783 x 513

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**

It is to be used only by the intended recipient and Precision Sidewalk Safety Corp in evaluating the project.  
Any copying or unauthorized disclosure of this information is prohibited.



PREPARED FOR:

## Heritage Isle CDD • Melbourne, FL

- Mr. Brian Mendes, District Manager, Rizzetta & Company
- Residents of Heritage Isle

Precision Sidewalk Safety Corp (PSSC) uses proprietary and patented cutting technology to repair trip hazards created by changes in level on sidewalk panels. Our horizontal saw cut equipment and technique allow us to reach both ends of the sidewalk without damaging the adjacent slabs, retaining walls, sprinkler heads, landscaping, or anything else surrounding the walkway, resulting in a very high-quality repair. This unique approach has afforded Florida and South Carolina communities the ability to minimize liability and improve safety and aesthetics in their neighborhoods at more reasonable rates than conventional alternatives.

### Site Review Summary

PSSC completed a sidewalk repair project for Heritage Isle HOA in November 2023, removing 126 trip and fall hazards measuring  $\frac{1}{4}$ " – 2" in height at the HOA Clubhouse and Pavilion, and saving the HOA at least \$37,000 versus other methods of sidewalk repair. As requested, PSSC visited Heritage Isle CDD in December 2023 to review sidewalks to identify trip and fall liabilities that PSSC can repair for the CDD. Prior to the review, PSSC met with Mr. Mendes to discuss what is important to the District and understand specifications and boundaries for this project. With a phased approach in mind, the District requested that PSSC identify and price all changes in level from  $\frac{1}{4}$ " to 2" high that our company can repair on the sidewalks in specified areas. Mr. Mendes identified the following areas for this first phase:

- both sides of Legacy Blvd
- the park area between Mendell Way and Egbert St along with the bridge north of that area
- the park between Camberly Cir and Grayson Dr
- the park between Bancroft Dr and Halleck St along with the bridge north of that area
- the park along Carambola Cir and Lovington Way along with the bridge north of that area
- the sidewalk leading from that bridge towards the Clubhouse
- the park between Quint Dr and Vallejo Way along with the bridge to the north of that area
- the sidewalk along the waterfront from Anza St to the end of Camberly Cir

A review of the sidewalks in the customer-specified areas was subsequently completed to estimate the number of hazards present and their sizes (see map below for boundaries and reviewed areas). As directed by the District, all other sidewalks throughout the community were not reviewed at this time and are not included in this proposal. The Americans with Disabilities Act (ADA) excerpts relevant to changes in level on walkways are included in Exhibit A.

**Changes in level measuring  $\frac{1}{4}$ " – 2" in height at the specified areas were inventoried and a total of 689 hazards meeting the specifications were observed.**

In order to provide an accurate, comprehensive proposal, PSSC takes height and width measurements of every hazard. To provide examples for the community, PSSC-repairable hazards in a sample area at the park between Mendell Way and Egbert St were marked with a blue lumber crayon. A number representing the height of the hazard in eighths of an inch is recorded on the highest portion of the hazard. For example, the number "3" would represent a hazard measuring  $\frac{3}{8}$  inches high and the number "12" would represent a hazard measuring  $\frac{12}{8}$  inches (1  $\frac{1}{2}$  inches) high.

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It is to be used only by the intended recipient and Precision Sidewalk Safety Corp in evaluating the project.  
Any copying or unauthorized disclosure of this information is prohibited.



There are multiple locations where a repair has been attempted utilizing a grinder on the customer-specified sidewalks for Heritage Isle CDD (see Figure 6 in Photo Examples below). Several of those locations still have a change in level meeting the requested height specification and are therefore **included** in this proposal since they will need to be repaired again by PSSC in order to remove remaining portions of the hazard and provide the proper ADA-compliant slope. To meet slope requirements for each repair, PSSC must take into account both the past measurements of the concrete that has been removed and the new amount that must be removed in order to eliminate the hazard.

PSSC calculates pricing based upon the amount of concrete we remove in order to achieve the proper slope. For improved accuracy on height averages, our technicians measure hazards 6 feet long or less. Since panels are wider than 6 feet in many of the surveyed areas, two measurements were taken if the hazard was longer than 6 feet (see Figure 1 below).

**Figure 1: Panels Over 6 Feet Wide**



This location is an ideal application for our precision concrete cutting repair method. The service will allow Heritage Isle CDD to mitigate risk and liability before an accident occurs, and to do it at a minimal cost. Our service includes a detailed, auditable report of every hazard repaired, so efforts to maintain safe sidewalks are well documented (see Repair Specifications section). This can be submitted to the insurance company, which will often provide lower rates or “credits” for properties with proactive programs in place to reduce liabilities.

When repair work is initiated, our experienced trip hazard removal specialists will precisely identify and record the exact quantity, measurements, and location of each hazard PSSC can repair. This more precise evaluation may result in quantities and measurements that vary from this estimate, however the price provided is a “not to exceed” estimate.

**Methodology – Preparing This Estimate**

1. PSSC conducts a census of hazards that we can repair on the specified sidewalks; the hazards are then grouped into 3 categories:

| <u>CATEGORY</u> | <u>SPECIFICATION</u> |
|-----------------|----------------------|
| 🟡 Least Severe  | ¼ inch               |
| 🟠 Severe        | ⅜ inch to ⅞ inch     |
| 🔴 Most Severe   | 1 inch to 2 inches   |

2. In the case of Heritage Isle CDD, the District instructed PSSC to review only certain sidewalks as detailed in the “Site Review Summary”.

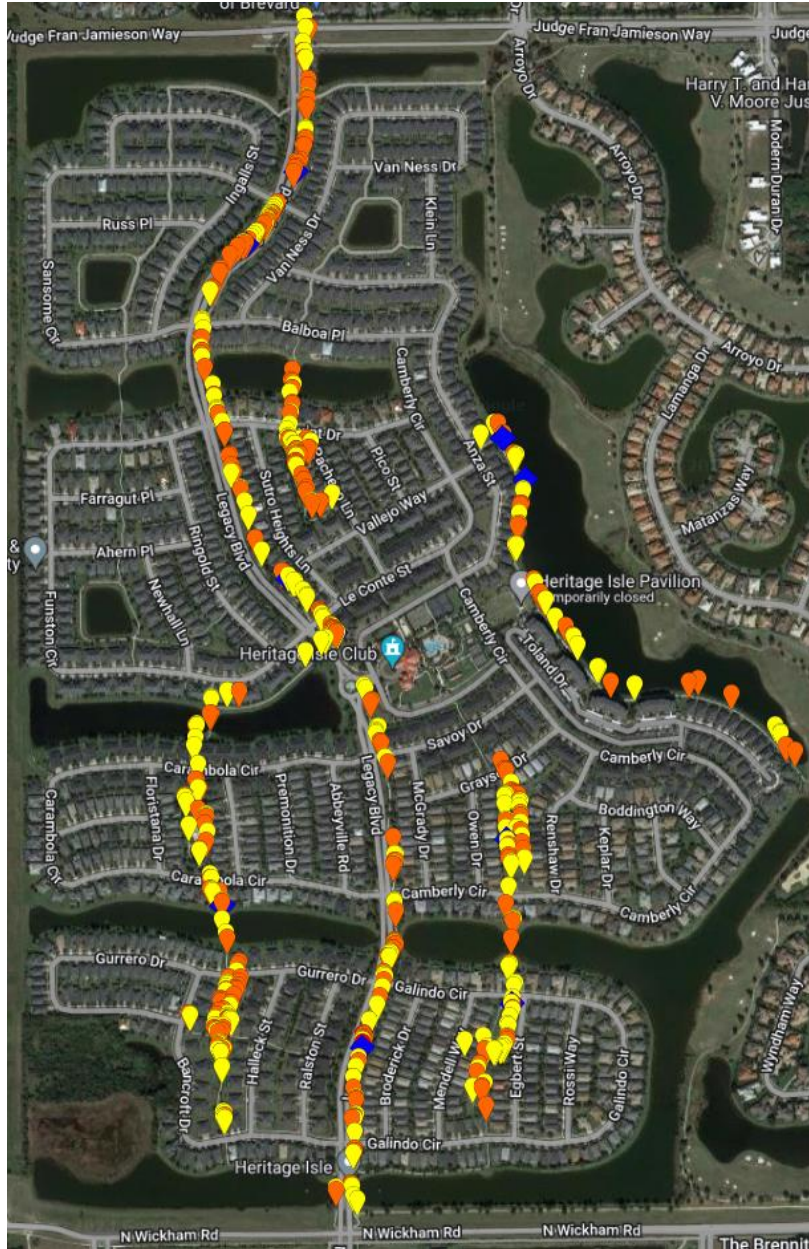
**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**





3. An estimate of the volume of concrete requiring removal for each category was prepared based on our experience data base.
4. A “not to exceed” bid was prepared based on the estimated volume of repairs.

**Site Review Area – Hazards Identified on Customer-Specified Sidewalks for Heritage Isle CDD as Detailed in the “Site Review Summary”**



The map in this proposal shows the approximate locations of trip hazards included in the scope of this proposal. The accuracy of this map is dependent on the technology available on smart phones and should be relied upon as approximations only. The **Blue Diamond** designates hazards previously repaired utilizing a grinder that still have a change in level meeting the height specification; these locations must be repaired once again by PSSC in order to completely remove the hazard and provide the proper slope.

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**







Hazards above 2 inches in height are normally not included in PSSC estimates. Since most sidewalks are a total of 3.5 to 4 inches deep, municipal engineers recommend repairs up to 2 inches in height because removing more than that will reduce the structural integrity of the sidewalks if a vehicle or other heavy equipment drives over it. Sidewalks with hazards greater than 2 inches in height are recommended for alternative remediation by the property owner. Severely broken panels and panels hollowed out underneath also need to be alternatively remedied by the property owners. **No hazards with these issues were observed during the site review at the customer-specified areas at Heritage Isles CDD.**

Before work commences, our on-site trip hazard removal specialists will assess all panels identified in this proposal to ensure changes in level can be repaired using our technique. If it is determined that any locations should be remedied in an alternative way instead of repaired using our horizontal saw cut method, PSSC will exclude those repairs from our service.

Some sidewalk panels have holes, missing pieces, or hairline cracks which do not result in changes of level. These types of sidewalk imperfections cannot be repaired utilizing our precision concrete cutting method and are also **excluded** from this estimate. In some cases where a crack exists on a stable panel, the concrete on one side will be raised higher, creating a trip hazard. PSSC will always repair this type of trip hazard unless directed otherwise, but the original crack in the panel will remain.

Our initial site review identified **689 PSSC-repairable hazards** measuring ¼” – 2 in height on the customer-sidewalks at Heritage Isle CDD (shown in Table 1 below).

| TABLE 1: CUSTOMER-SPECIFIED AREAS AT HERITAGE ISLE CDD<br>689 TRIP HAZARDS BY HEIGHT CATEGORIES  |              |            |             |            |
|--|--------------|------------|-------------|------------|
| LOCATION   | LEAST SEVERE | SEVERE     | MOST SEVERE | TOTAL      |
| Legacy Blvd  | 103          | 196        | 2           | 301        |
| Park between Bancroft Dr and Halleck St along with the bridge north of that area, park along Carambola Cir and Lovington Way along with the bridge north of that area, and sidewalk leading from that bridge towards the Clubhouse | 72           | 78         | 0           | 150        |
| Park area between Mendell Way and Egbert St along with the bridge north of that area, and park between Camberly Cir and Grayson Dr   | 48           | 57         | 1           | 106        |
| Park between Quint Dr and Vallejo Way along with the bridge to the north of that area, and the sidewalk along the waterfront from Anza St to the end of Camberly Cir   | 44           | 88         | 0           | 132        |
|  | <b>267</b>   | <b>419</b> | <b>3</b>    | <b>689</b> |
|  | <b>TOTAL</b> |            |             |            |



## Photo Examples

**Figure 2**



Example of a  $\frac{1}{4}$ " high "Least Severe" hazard at the customer-specified park between Mendel Way and Egbert St. These are often the hazards that people catch their toe on, as they do not notice them. This hazard is in the sample area marked for the community; it is marked "2" representing the height of the hazard in eighths of an inch.

**Figure 3**



Example of a  $\frac{3}{8}$ " high "Severe" hazard that is also in the sample area marked for the community. It is marked "3" representing the height of the hazard in eighths of an inch.

**Figure 4**



Example of a  $\frac{5}{8}$ " high "Severe" hazard on customer-specified Legacy Blvd.

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**



**Figure 5**

An example of a 1" high "Most Severe" hazard on customer-specified Legacy Blvd.



**Figure 6**



Example of a "Severe" hazard on the customer-specified sidewalk along the water. This location was previously "knocked down" a bit by a grinder rather than being repaired with an ADA-compliant 1:12 slope. Hazard must be repaired properly by PSSC to remove remaining portions of the hazard and provide proper slope.

### Pricing Summary

As requested by Mr. Mendes for consideration, three pricing options are provided in this proposal. Option 1 is to repair the 689 hazards measuring ¼" – 2" in height that PSSC can repair in all customer-specified areas included in the site review. Option 2 is to repair all hazards measuring ¼" – 2" in height that PSSC can repair along Legacy Blvd. Option 3 is to repair all hazards in the other customer-specified park areas. Repairs will be made at the ADA-compliant, 1:12 slope. Our technicians take exact measurements of every hazard when we perform our work, so the final price for the option selected will be determined by the actual volume of concrete removed to achieve the 1:12 slope for repairs, however **the high end of the range estimated is a "not to exceed" price.**

**PSSC proposals are valid for 90 days**, but if the signed authorization to repair all hazards in one of the options listed below is returned to PSSC within 45 days of the proposal date, PSSC will extend a discounted rate. If the community chooses to do any other portion of the work, no discount will be applied. If the signed authorization for one of the options is received after the 45 days but before the 90-day expiration, the standard price range will apply.

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**





**Option 1:** Table 2 below provides pricing alternatives to repair the 689 hazards measuring ¼” – 2” in height that PSSC can repair in all specified areas at Heritage Isle CDD.

| TABLE 2: PRICING FOR 689 HAZARDS MEASURING ¼” – 2” HIGH IN SPECIFIED AREAS AT HERITAGE ISLE CDD |   |                            |
|---|---|----------------------------|
| ALTERNATIVE   | 1:12 REPAIR SLOPE   | PRICE RANGE                |
| A   | Price if signed authorization is returned to PSSC by <b>February 26, 2024</b> | <b>\$55,440 - \$57,850</b> |
| B   | Price if signed authorization is returned to PSSC by <b>April 11, 2024</b>    | <b>\$57,160 - \$59,875</b> |

**Option 2:** Table 3 below provides pricing alternatives to repair the 301 hazards measuring ¼” – 2” in height that PSSC can repair only on the sidewalks along Legacy Blvd.

| TABLE 3: PRICING FOR 301 HAZARDS MEASURING ¼” – 2” HIGH ALONG LEGACY BLVD AT HERITAGE ISLE CDD |   |                            |
|--|---|----------------------------|
| ALTERNATIVE  | 1:12 REPAIR SLOPE   | PRICE RANGE                |
| C  | Price if signed authorization is returned to PSSC by <b>February 26, 2024</b> | <b>\$23,110 - \$24,490</b> |
| D  | Price if signed authorization is returned to PSSC by <b>April 11, 2024</b>    | <b>\$23,735 - \$25,270</b> |

**Option 3:** Table 4 below provides pricing alternatives to repair the 388 hazards measuring ¼” – 2” in height that PSSC can repair only in the customer-specified park areas at Heritage Isle CDD.

| TABLE 4: PRICING FOR 388 HAZARDS MEASURING ¼” – 2” HIGH IN SPECIFIED PARK AREAS AT HERITAGE ISLE CDD |   |                            |
|--|---|----------------------------|
| ALTERNATIVE  | 1:12 REPAIR SLOPE   | PRICE RANGE                |
| E  | Price if signed authorization is returned to PSSC by <b>February 26, 2024</b> | <b>\$32,330 - \$33,360</b> |
| F  | Price if signed authorization is returned to PSSC by <b>April 11, 2024</b>    | <b>\$33,425 - \$34,605</b> |

Precision Sidewalk Safety estimates that the work can be completed in 5 - 8 days (depending on the alternative selected by the CDD), with the note that wet weather will delay our operations. We will re-route pedestrian traffic on small sections of sidewalk (10'-15') for periods that range from 3 minutes to 20 minutes while those sections are being repaired. **No assistance will be required from the District, however, we do require that a representative of Heritage Isle CDD review and accept the work (or request adjustments) prior to the crew’s estimated departure.** While the sidewalk restoration project is underway, we will:

- keep the sidewalks in service
- require no heavy equipment or traffic control
- remove all debris and recycle the concrete waste materials
- leave the proposed areas clean and trip hazard-free





**Figure 7: Precision Sidewalk Safety Work Example**



**Savings Summary**

Precision Sidewalk Safety provides a professional service to hundreds of municipalities, private communities and schools throughout Florida and South Carolina. Based on data shared by many of these customers, the comparative analysis in Table 5 shows the differences between available methods for sidewalk trip hazard repair.

| <b>TABLE 5: REPAIR METHOD COMPARISON FOR HERITAGE ISLE CDD</b> |                      |                         |  |
|--|----------------------|-------------------------|--|
| <b>METHOD</b>  | <b>ADA COMPLIANT</b> | <b>TIME REQUIREMENT</b> | <b>POSSIBLE INCIDENTAL DAMAGES</b>                                     |
| Precision  | Yes                  | 5 - 7 Day               | None   |
| Grinding   | No                   | 35 - 40 Days            | Adjacent sidewalk panels, landscaping, and sprinkler heads             |
| Replacement  | Yes                  | 115 - 125 Days          | Broken sidewalk panels from weight of trucks and damage to landscaping |

Grinding

Although grinding is sometimes used for the removal of trip hazards at private properties, it is not an ideal method for sidewalk repair as the equipment is not specifically designed for this use. Grinding often leaves unpleasant pitting and grooves on the surface of the concrete. Because it is very inflexible equipment, these markings occur not only on the panels with hazards, but also on the sidewalk panels adjacent to those panels. In addition, a grinder often leaves a hazard in place where someone could still trip and fall, because operators are forced to choose from either damaging something adjacent to the affected panel (landscaping, sprinkler heads, etc.) or leaving the repair with upturned edges. This repair method literally scrapes and pulverizes the concrete surface to take off some of the height differential, but it cannot meet the specified ADA requirements for proper slope.



In addition, grinding causes considerable dust and mess. If the dust is managed with water, the property risks slurry and runoff into storm drains or local water. In most cases, grinding cannot be compared to the Precision method since grinding cannot achieve like results. Still, in a comparison of the same number and size hazards, Precision Sidewalk Safety is comparable in cost. Figure 8 shows results from a typical grind.

**Figure 8: Typical Results from a Grinder**



### Demolition and Replacement

The conventional approach to fully eliminating trip hazard liability is to demolish and replace hazardous panels. Done correctly to ensure a zero point of differential between existing and new sections, this method meets ADA specifications, and is the most comparable alternative to the PSSC method. However, the number of hazards that can be repaired on a fixed budget is very limited. Demolition and replacement can also be very obtrusive to a property. Sidewalks are often closed for days and cars sometimes need to be moved. Incidental damages to landscaping can occur.

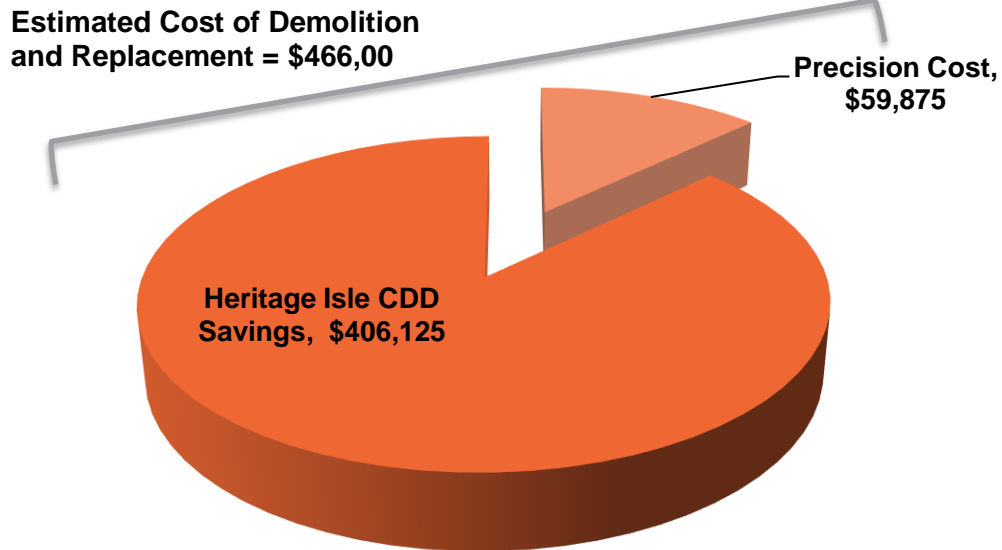
Based upon various panel sizes totaling approximately 37,280 square feet and an estimated replacement cost of roughly \$12.50 per square foot, we estimate the cost to demolish and replace panels is \$466,000. This takes into account:

- Cost of concrete
- Labor to break up and remove existing concrete
- Labor to pour, form, level, finish, float & cut control joints
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete

Based upon the “not to exceed” price to repair all PSSC-repairable hazards measuring ¼” – 2” at the customer-specified, surveyed areas, the maximum cost for PSSC repairs at the 1:12 slope is \$59,875, which is an **estimated savings of \$406,125 or 87%**, shown below. This comparison assumes that only one panel would be demolished and replaced which is usually not the case, since replacing slabs often requires a “run” of two to five slabs. The **actual cost** for demolition and replacement would likely be three times this amount.



## COST SAVINGS COMPARED TO DEMOLITION AND REPLACEMENT



### Environment Savings:

As a member of several “green” building associations, Precision Sidewalk Safety tracks savings from the use of our service, which is a green building practice. We utilize a dust containment system to minimize dust and portable equipment that consumes minimal energy. The small sections of concrete we remove are recycled. By using Precision Sidewalk Safety instead of demolition and replacement, Heritage Isle CDD would achieve the following environmental savings:

#### Natural Resources Saved:

- approximately **844 tons** of waste concrete from removal and placement in landfills (est. **12,415 cubic feet** of concrete at an average weight of 132 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

#### Fossil fuels saved: estimated **1,178 gallons**

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of estimated **844 tons** of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

#### Prevented release of Carbon Dioxide gas: estimated **10.5 Metric Tons**





## Repair Specifications

Precision Sidewalk Safety will submit a summary itemizing each trip hazard repaired. This report will include the following, which serves as a detailed, auditable invoice for each repair:

- a. The physical location (address, light pole #, etc.) of each repair
- b. The specific hazard height - high side and low side measurement – in 8ths of an inch
- c. The total width of actual repair in inches
- d. The square footage of repaired panel

Debris from repaired areas will be collected and removed and a dust abatement system will be used during all repair operations. All resulting repairs will be flat and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.

This proposal is based upon a repair slope of 1:12, removing all hazards that PSSC can repair measuring ¼” - 2” in height on the sidewalks at customer-specified areas in the option approved by Heritage Isle CDD,

The following special conditions **are** included in this proposal for the hazards identified in Table 1:

- Only hazards measuring ¼” - 2” in height on customer-specified sidewalks in areas described in the site review summary and shown on the map
- Panels which are intact, stable, and not cracked, fractured, or settled
- Panels with hairline, spider, or multiple cracks(s) which are otherwise “stable” and “intact”
- Panels with surface imperfections or missing/sunken partial sections that are 90% useable
- Access ramps that transition sidewalk to crosswalk
- Secondary walkways, e.g. at specified parks and other specified areas
- Rear sidewalks not on primary street walkway

The following special conditions **are not** currently included in or relevant to this proposal:

- Hazards in other parts of the community
- Hazards greater than 2” in height or on panels that are too broken for repair or are hollow underneath

## Safety:

Precision Sidewalk Safety Corp has a perfect safety record; we use OSHA approved equipment, certify all employees who work directly in trip hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, High pedestrian traffic areas, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed.







### **Insurance and Incorporation:**

Precision Sidewalk Safety Corp is a corporation registered in the state of Florida. Proof of liability, workers compensation, and auto insurance will be provided as requested.

### **Protection Under U.S. Patent and Trademark Laws:**

The work provided by Precision Sidewalk Safety reveals equipment and processes, which are protected under United States patent laws. It is the use of these patents that enables us to provide the best available trip hazard removal service to our clients. Due to the nature of our business and in lieu of the ability to receive competitive bids for like services, our company provides documentation and reference to the patents that have been issued to our corporate office. Precision Concrete Cutting of Utah and its affiliates, along with The United States Patent and Trademark Office, takes an active and exacting role to protect and enforce intellectual property rights.

**U.S. Pat. No. 6,896,604**

**U.S. Pat. No. 7,143,760**

**U.S. Pat. No. 7,000,606**

**U.S. Pat. No. 6,827,074**

**U.S. Pat. No. 7,402,095**

**U.S. Pat. No. 7,201,644**

### **About Precision Sidewalk Safety Corporation:**

Wendy and Alan MacMurray, the founders of Precision Sidewalk Safety Corp, have over 70 years combined experience in customer management, service delivery and project implementation and have been respected executives for global Fortune 500 companies as well as start-up companies. They introduced the Precision technology to Florida in late 2006 and South Carolina in 2007 and they now support hundreds of customers. The company has used its unique, patented technique to make over 500,000 repairs on sidewalks in the two states, saving communities an estimated \$92 million on sidewalk repairs.



# EXHIBIT A: Excerpts from ADA Guidelines

Federal Register / Vol. 56, No. 144 / Friday, July 26, 1991 / Rules and Regulations

## Federal Regulations on Trip Hazard Removal

Part III

### Department of Justice

Office of the Attorney General

28 CFR Part 36  
Nondiscrimination on the Basis of  
Disability Public Accommodations and in  
Commercial Facilities; Final rule

### 4.5 Ground and Floor Surfaces Excerpts from Federal Register

**4.5.2 Changes in Level.** Changes in level up to 1/4 in (6 mm) may be vertical and without edge treatment. Changes in level between 1/4 in and 1/2 in (6mm and 13mm) shall be beveled with a slope no greater than 1:2. Changes in level greater than 1/2 in (13 mm) shall be accomplished by means of a ramp that complies with 4.7 or 4.8.

**4.7.2 Slope.** Slopes of curb ramps shall comply with 4.8.2. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

**4.8.2 Slope and Rise.** The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm). Curb ramps and ramps to be constructed on existing sites or in existing building or facilities may have slopes and rises as allowed in 4.1.6(3)(a) if space limitations prohibit the use of a 1:12 slope or less.

**3 - a - 1.** A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches.

**3 - a - 1.** A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches. A slope steeper than 1:8 is not allowed.





# AUTHORIZATION TO PROCEED • FAX TO 866-669-1175

>>ESTIMATE IS VALID FOR 90 DAYS FROM DATE OF ISSUE<<

|                         |  |                     |             |
|-------------------------|--|---------------------|-------------|
| <b>SCOPE OF PROJECT</b> | Repair at a 1:12 slope trip hazards measuring ¼" - 2" in height at customer-specified areas as identified in Proposal FLPN4389<br><b>Please circle the alternative selected and fill in the corresponding price range and authorization date, then complete invoice information in the approved by / billing info table below.</b> |                     |             |
| <b>CUSTOMER</b>         | <b>Heritage Isle CDD</b>   |                     |             |
| <b>COST</b>             | <b>ALTERNATIVE: (A, B, C, D, E OR F)</b>   | <b>PRICE RANGE:</b> | <b>DATE</b> |

This proposal provides a price which will not be exceeded given the scope of work specified and is based on: 1) an estimated number of hazards we anticipate our technician(s) can repair and 2) the resulting amount of concrete material our technician(s) will remove to render repairs compliant with approved customer specifications. Your final inventory of repairs may vary from this estimate. PSSC repairs only those uneven sidewalks specifically requested by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. PSSC may not complete a repair(s) because; 1. a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or 2. in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy. After the project is completed, new trip hazards will occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSSC's control. Upon completion of the project, PSSC is not liable for any related claims, losses, or damages. At least 30 minutes prior to the crew's scheduled departure, customer (or designee) agrees to have inspected and either accepted all repairs as completed, or determined suitable adjustment(s) (if any) as may be required, such that the crew's departure will not be delayed. PSSC will not be held responsible for cracks or other defects in poured concrete that may exist due to materials or methods used by original installer.

The undersigned acknowledges the above explanation of our estimate of work as well as the exclusions set forth in this Proposal, that he/she is legally authorized to engage Precision Sidewalk Safety Corp to deliver designated work, has seen a sample – photo or actual – of the resulting repair, and agrees to notify or mediate affected property owners.

The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations amongst the parties. If a resolution is not arrived at within 30 days, it will be resolved by binding arbitration under the rules of the American Arbitration Association.

|  |                          |            |
|--|--------------------------|------------|
| <b>APPROVED BY</b>   | NAME                     |            |
|  | SIGNATURE                |            |
|  | TITLE                    |            |
|  | PHONE                    | ALT. PHONE |
| <b>BILLING INFO</b><br><b>(All invoices sent electronically)</b> | INVOICE TO NAME          |            |
|  | ADDRESS                  |            |
|  | INVOICE TO EMAIL ADDRESS |            |

Upon receipt of this signed acceptance of the details provided throughout this proposal, PSSC will schedule the requested repairs. Every effort will be made to accommodate the requested start date.

**THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL**



**TAB 9**

**FIRST ADDENDUM TO THE CONTRACT  
FOR  
PROFESSIONAL LANDSCAPE INSPECTION SERVICES**

---

This First Addendum to the Contract for Professional Landscape Inspection Services (this “**Addendum**”), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between **Heritage Isles at Viera Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

**RECITALS**

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

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

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

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

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

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

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

ACCEPTED BY:

**RIZZETTA & COMPANY, INC.**

BY:

\_\_\_\_\_

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

\_\_\_\_\_

COMMUNITY:

**HERITAGE ISLES AT VIERA  
COMMUNITY DEVELOPMENT DISTRICT**

BY:

\_\_\_\_\_

PRINTED NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

**EXHIBIT A**

Schedule of Fees

**STANDARD ON-GOING SERVICES:**

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

---

**MONTHLY**

\$750

**ADDITIONAL AND LITIGATION SUPPORT SERVICES:**

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

| <b>Job Title:</b>                               | <b>Hourly Rate:</b> |
|---|---------------------|
| Principal                                       | \$500.00            |
| VP/CFO/COO                                      | \$450.00            |
| Director  | \$250.00            |
| Information Technology Manager                  | \$225.00            |
| Regional District Manager                       | \$225.00            |
| Financial Services Manager                      | \$225.00            |
| Accounting Manager                              | \$225.00            |
| Regional Licensed Community Association Manager | \$200.00            |
| District Manager                                | \$175.00            |
| Licensed Community Association Manager          | \$175.00            |
| Amenity Services Manager                        | \$175.00            |
| Clubhouse Manager                               | \$175.00            |
| Senior Helpdesk Support Engineer                | \$175.00            |
| Financial Analyst                               | \$150.00            |
| Division Manager Landscape Inspection Services  | \$150.00            |
| Senior Accountant                               | \$150.00            |
| Collections Manager                             | \$125.00            |
| Landscape Specialist                            | \$125.00            |
| Financial Associate                             | \$125.00            |
| Community Association Coordinator               | \$100.00            |
| Staff Accountant                                | \$100.00            |
| Information Technology                          | \$100.00            |
| Accounting Clerk                                | \$85.00             |
| Administrative Assistant                        | \$85.00             |