



Rizzetta & Company

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

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## **Board of Supervisors Meeting August 26, 2025**

**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**

|                             |   |  |
|-----------------------------|---|--|
| <b>Board of Supervisors</b> | VACANT<br>Bob Goldstein<br>Jo Labreque<br>Jon Smallegan<br>Kenneth Walter | Chairman<br>Vice Chairman<br>Assistant Secretary<br>Assistant Secretary<br>Assistant Secretary |
| <b>District Manager</b>     | Brian Mendes  | Rizzetta & Company, Inc.   |
| <b>District Counsel</b>     | Wes Haber   | Kutak Rock, LLP.   |
| <b>District Engineer</b>    | 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)

August 19, 2025

## 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 **August 26, 2025, at 10:30 a.m.** at the **Heritage Isle Clubhouse** located at **6800 Legacy Blvd., Melbourne, 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
- B. Monthly Report(s) Update by Supervisor Ken Walter.....Tab 1
  - 1. Joint Landscape Committee Reports
  - 2. Updates on Landscape Inspection Services
- C. Pond Maintenance Update

#### 4. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager.....Tab 2
  - 1. Presentation of Vacant Board Seat Applicants
  - 2. Website Audit

#### 5. BUSINESS ADMINISTRATION

- A. Consideration of Resolution 2025-05, Designating Officers....Tab 3
- B. Consideration of the Minutes of the Board of Supervisors Meeting Held on July 22, 2025 .....Tab 4
- C. Ratification of Operation and Maintenance Expenditures for July 2025 .....Tab 5

#### 6. BUSINESS ITEMS

- A. Ratification of District Items.....Tab 6
  - 1. Irrigation Timer Replacement Proposal
  - 2. Phase 7 Pathway Enhancement Proposal
  - 3. Juniper Annual Mulch Proposal
  - 4. Druse Landscaping Live Oak Installation Proposal
  - 5. Druse Landscaping Dead Viburnum Removal Proposal
- B. Discussion of CDD Gmail Account
- C. Consideration of Solenoid Replacement Proposal .....Tab 7
- D. Consideration of Precision Sidewalk Safety Proposal.....Tab 8
- E. Consideration of Rizzetta & Company Contract for District Management Services.....Tab 9
- F. Consideration of Bench Pressure Washing Proposal (Under Separate Cover)
- G. Public Hearing on Fiscal Year 2025/2026 Final Budget
  - 1. Consideration of Resolution 2025-06, Adopting FY 25-26 Final Budget.....Tab 10
- H. Public Hearing on Fiscal Year 2025/026 Special Assessments

**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**

In recent weeks, the challenge for Juniper has been Mother Nature. The constant afternoon rains slowed the mowing process throughout Heritage Isle. And this has affected the mowing schedules. The good news is that Legacy blvd hasn't been affected like the homeowner lots because of the adequate grade for the runoff.

### General Landscaping

Juniper has been adjusting their daily mow schedules to keep up with the demand and the parks and pond banks are getting back on schedule with the mowing,

CDD Detailing- All Legacy blvd plant beds have been weeded with both spraying and manual pulling,

The Wickham blvd plant beds have been fully de-weeded and cleaned up.

Parks 1-4 have been completely de-weeded and parks 5-8 are underway.

### Other Maintenance Actions

Legacy blvd annual plants on the median points have been removed and expect new plantings within the next few weeks.

Phase 7 has a line of challenged shrubs behind Ingalls and will be removed and sodded over with a small Ixora bed before months end.

Park 4 trees. We expect to be installing some replacement oaks (5) in this park to help fill in the gaps .

## Irrigation

On 4 August, lightning struck one of the controllers in phase 7. This required replacement . We expect to submit a causality claim with our insurance company. The cost of the new controller was \$10.2K . Our insurance deductible is \$2.5K.

The wet checks help identify necessary minor repairs mostly with irrigation heads and the spray arc. We also had a small line break in phase 8 requiring repair.

Phase 3 irrigation overhaul- our RFP for the common area irrigation has been released in conjunction with HIDAs RFP for the homeowner lots. We expect to receive proposals by 30 August 2025. Then the Proposal evaluations will be conducted and award recommendations to the boards. An award is expected to occur sometime in September 2025.

Since there is no CDD meeting in September 2025, it is recommended that the board give authority to Brian and myself to conduct the proposal evaluation in conjunction with the HIDA and present the award recommendation to the chair for approval. Then, the board will ratify the award during the October 2025 meeting. The estimated CDD award amount should be around \$30K.

## Overall Summary:

Even under the challenges with the summer months, we've had very little complaints. The Joint Landscape Team meets monthly with Juniper with the principle members. As a reminder, the goals are simple. 1) we expect quality landscaping services 2) reliable irrigation services and 3) sharp looking properties.

Thanks!

The following JLC 15 August 2025 committee report is provided for the HIDA and CDD boards.

The following summarizes the meeting highlights.

Overall, Juniper has improved performance. The new leadership has been instrumental with refocusing on our Landscape services here at Heritage Isle. Compared to last year at this time, we've seen a noticeable improvement.

Additionally, at this time, we have no major irrigation drops. This is a first for such a long time. We have a few areas where timers are being used while repairs are underway.

With the heavy rains, Juniper made schedule adjustments with the mow crews. And have been able to keep pace with the demand and no rutting. They have been able to augment their work force to keep up with the summer demand.

However, there is always room for improvement.

Supervision and quality assurance can not be stressed any stronger. And, we expect Juniper to quality assure their work. It's absolutely critical to ensure our properties look sharp.

#### General Landscaping and Irrigation

The back yards must be checked just as the front yards are checked to ensure all detail, Robelini pruning and mowing services are consistently delivered throughout Heritage Isle.

During the course of Leland's contract management oversight responsibilities, Kayleigh is conducting weekly property inspections. These inspections occur shortly after the property receives the scheduled landscape services. These inspections are accountable actions. As such, effective immediately, these reports will be managed via Juniper sync so they can be tracked requiring resolution from Juniper.

Certain maintenance and enhancement projects are taking too long to complete. These projects include sod replacement, Legacy annuals, bullnose refreshes, clubhouse refreshes and other common area efforts. Juniper indicated a 2-3 week timeframe necessary to complete the projects in the queue. They will be providing a revised calendar with scheduled completion dates.

Leland working with Juniper has prepared a protocol list when it's proper to set the irrigation pumps in "idle operational mode". Every leak doesn't necessarily require the pumps to be put in the idle mode. This mode is to be used only when it's an emergency. When idle, the pumps are not delivering irrigation to any properties. These protocols will be used as our guide to determine when the pumps require "idle" mode.

Weed mitigation is ongoing. Additional applications of fuselade and sureguard will be scheduled. Applying these herbicides are important processes with the weed mitigation actions.

Communication to the community has been excellent. Any landscape schedule changes or irrigation status updates has been provided in a timely manner. Keeping the community informed is absolutely essential.

Juniper will be checking hardwood trees on homeowner lots for limbs that are contacting homes. They will use the 12 foot pole saw to prune appropriately. Any limbs higher than 12ft, will require a work order.

Common area hardwoods on Legacy blvd are to be pruned when limbs are lower than 15 ft. and no lower than 8ft over sidewalks. Juniper will be checking and pruning where required.

At the time of this meeting there were only 30 active work orders in excess of 10 days. Amanda and Kayleigh are working with Juniper on these work orders.

Our annual Mulch project is scheduled to commence during September 2025. Juniper is working on the consolidated schedule for the homeowner lots, CDD common area, and the clubhouse. As soon as the schedule is available, we will be sending out an eblast to the community. Fortunately, the process this year doesn't include any mulch removal. We expect this process to go as smooth as possible.

#### Other items

The next Landscape corner in the newsletter will address how to replace dead or dying shrubs.

The Phase 3 irrigation overall solicitation is underway. We have been answering questions from prospective vendors. Proposals are due by 30 August 2025.

HIDA landscape RFP. We are answering questions from the vendors. All proposals are due first week in September 2025.

Thank you!

## TAB 2

## Application for Appointment to the Board of Supervisors for the CDD

APPLICANT NAME: Albert M. Rose (AI) EMAIL ADDRESS: SeabreezeAl@aol.com  
ADDRESS: 3623 Carambola Circle  
TELEPHONE NO.: 321-501-7978  
HOW LONG HAVE LIVED IN THE COMMUNITY? 11 year fulltime, 25 years part time

PLEASE ADD ADDITIONAL SHEETS IF NECESSARY AND/OR ATTACH A RESUME IF YOU DESIRE.

(1) PLEASE LIST ANY SPECIAL CONTRIBUTIONS YOU BELIEVE YOU CAN BRING TO THE DISTRICT:

I have an engineering background with both electrical and mechanical systems, and I am both a good listener and communicator.

(2) PLEASE EXPLAIN WHY YOU WISH TO SERVE ON THE BOARD OF SUPERVISORS FOR THE DISTRICT:

Boards such as this need technical individuals who can critically think and effectively communicate.

(3) HAVE YOU ATTENDED ANY OF THE DISTRICT'S BOARD OF SUPERVISORS MEETINGS? Reviewing Videos

(4) PLEASE LIST YOUR INVOLVEMENT WITH ANY HOMEOWNERS ASSOCIATION(S) AND/OR OTHER GOVERNING BOARDS/COUNCILS:

I was on the Board of Directors for EDET, and served as Chair for 2 years. I also was on the board of Central Greyhound Pets from 1998 to 2002.

(5) ARE YOU A QUALIFIED ELECTOR IN THIS DISTRICT? Yes

(IF YOU ARE NOT LISTED AS AN OWNER OF PROPERTY WITHIN THE DISTRICT ACCORDING TO THE COUNTY PROPERTY APPRAISER'S WEBSITE, PLEASE PROVIDE PROOF OF RESIDENCY WITHIN THE DISTRICT. CONSISTENT WITH THE REQUIREMENTS OF THE TAX COLLECTOR FOR COUNTY, PROOF OF RESIDENCY MAY BE ESTABLISHED BY PROVIDING DOCUMENTATION, INCLUDING TWO OF THE FOLLOWING: DEED; MORTGAGE; RENTAL AGREEMENT/LEASE; UTILITY BILL (HOOKUP OR WORK ORDER NOT MORE THAN 2 MONTHS OLD); FINANCIAL INSTITUTION STATEMENT (NOT MORE THAN 2 MONTHS OLD); MEDICAL OR HEALTH CARD WITH ADDRESS LISTED).

PLEASE RETURN THIS FORM (WITH ANY SUPPORTING DOCUMENTATION YOU WISH) TO BRIAN MENDES OF RIZZETTA & COMPANY (DISTRICT MANAGER), BY EMAIL TO [BMENDES@RIZZETTA.COM](mailto:BMENDES@RIZZETTA.COM) OR BY MAIL TO RIZZETTA & COMPANY, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, ATTENTION BRIAN MENDES. PLEASE CONTACT BRIAN MENDES WITH ANY QUESTIONS (BY EMAIL OR TELEPHONE AT 407-472-2471, EXT. 4404).

### IMPORTANT NOTICE:

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SIGN: 

DATED: 7/8/2025

PRINT: Albert M. Rose

DATE RECEIVED BY DISTRICT MANAGER: \_\_\_\_\_



Albert (Al) M. Rose, P.E. (ret)  
BSEE The Ohio State University, 1981  
3622 Carambola Circle, Viera  
SeabreezeAl@outlook.com  
321-501-7978

## **EXPERIENCE**

April 2007  
to July, 2023

**Engineering Design & Testing Corp.**  
***Maitland, Florida and Asheville, North Carolina***

*District Engineering Manager and Consulting Engineer.*

Specialized forensic consulting in the areas of mechanical systems, manufacturing processes, failure analysis involving mechanical systems, electrical power transmission, distribution, and control (including transformers, circuit breakers, switchgear and motors/generators). Analyses include design feasibility, reliability studies, root cause, and restoration. Additional consultation in fire origin and cause, and scope of damage.

February 2004  
to March 2007

**Fred Wilson and Associates**  
***Jacksonville, Florida***

*Industrial Group Supervisor.*

Managed all industrial design projects including project assignments, task scheduling, design review, and approval and professional staff mentoring. Project Manager for the construction stage of the design. Projects included upgrades of distribution systems from overhead to underground; voltage conversions for various municipalities; and Geographical Information System database development.

August 2002  
to February 2004

**Cadick Corporation**  
***Garland, Texas***

*Director, Reliability Centered Maintenance Services.*

January 1997 to  
February 2002

**The Rodell Group**  
***Rockledge, Florida***

*Owner, Consulting Firm, Maintenance and Reliability*

October 1990  
to November 1996

**EG&G Florida**  
***Kennedy Space Center, Florida***

*Operations and Maintenance Engineer.*

May 1990  
to July 1981

**Duke Power Company**  
***Charlotte, North Carolina***

*Construction (1981 to 1994) and Transmission (1994-1990) Engineer*

## **Al Rose Personal Summary**

As you can see from my attached consolidated CV I have extensive real world (meaning hands on) engineering experience in both the electrical area and mechanical area. In addition, I have experience with various discussion groups, have taught at many professional seminars (used for continuing education credits), and for 4 years was an adjunct instructor for the University of Dayton in Dayton, Ohio. I am comfortable speaking in front of large groups of people. As Chairman of the Board for Engineering Design and Testing (ED&T) I was required on occasion to speak to our employees about issues that were not popular. I am also quite familiar with the ethic requirements of being on a Board of Directors, as I served on the ED&T Board for five years. I feel that both my technical experience and my experience instructing and being on a Board of Directors make me uniquely qualified to serve. Thank you in advance for your consideration.

Albert (AL) M Rose, P.E. (ret)

Barclae

## Application for Appointment to the Board of Supervisors for the CDD

APPLICANT NAME: CYNTHIA BARCLAE EMAIL ADDRESS: cynthiabarcclae@gmail.com  
ADDRESS: 3833 Carambola Circle  
TELEPHONE NO.: 248-921-6600  
HOW LONG HAVE LIVED IN THE COMMUNITY? 24 years

PLEASE ADD ADDITIONAL SHEETS IF NECESSARY AND/OR ATTACH A RESUME IF YOU DESIRE.

(1) PLEASE LIST ANY SPECIAL CONTRIBUTIONS YOU BELIEVE YOU CAN BRING TO THE DISTRICT:

Please see attached

(2) PLEASE EXPLAIN WHY YOU WISH TO SERVE ON THE BOARD OF SUPERVISORS FOR THE DISTRICT:

Please see attached

(3) HAVE YOU ATTENDED ANY OF THE DISTRICT'S BOARD OF SUPERVISORS MEETINGS? yes

(4) PLEASE LIST YOUR INVOLVEMENT WITH ANY HOMEOWNERS ASSOCIATION(S) AND/OR OTHER GOVERNING BOARDS/COUNCILS: Please see attached

(5) ARE YOU A QUALIFIED ELECTOR IN THIS DISTRICT? yes

(IF YOU ARE NOT LISTED AS AN OWNER OF PROPERTY WITHIN THE DISTRICT ACCORDING TO THE COUNTY PROPERTY APPRAISER'S WEBSITE, PLEASE PROVIDE PROOF OF RESIDENCY WITHIN THE DISTRICT. CONSISTENT WITH THE REQUIREMENTS OF THE TAX COLLECTOR FOR COUNTY, PROOF OF RESIDENCY MAY BE ESTABLISHED BY PROVIDING DOCUMENTATION, INCLUDING TWO OF THE FOLLOWING: DEED; MORTGAGE; RENTAL AGREEMENT/LEASE; UTILITY BILL (HOOKUP OR WORK ORDER NOT MORE THAN 2 MONTHS OLD); FINANCIAL INSTITUTION STATEMENT (NOT MORE THAN 2 MONTHS OLD); MEDICAL OR HEALTH CARD WITH ADDRESS LISTED).

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SIGN: Cynthia Barclae DATED: 7/15/2025  
PRINT: CYNTHIA BARCLAE DATE RECEIVED BY DISTRICT MANAGER: \_\_\_\_\_

**Cynthia Barclae**  
**3833 Carambola Circle**  
**Melbourne, Florida 32940**  
**248-921-6600**

**Objective:** To volunteer my time and experience as a community representative on the Heritage Isle Community Development District's Board of Supervisors.

**Public Service Experience:**

Board Service – District Level role

- President and Director, Ebert Metropolitan District (EMD) Board of Directors. Denver, Colorado. This is a publicly elected public service role.

EMD is the single largest Special District in the State of Colorado having \$6.3 million in assets, a \$7 million annual budget, and consisting of over 5,000 residential properties and 30 commercial entities. The EMD Board is a 5-seat Board with tax authority.

|                       |   |
|-----------------------|---|
| Total Service period: | May 2020 - May 2025                       |
| As Director:          | May 2020 – July 2021; May 2023 – May 2025 |
| As President:         | July 2021 – May 2023                      |

Significant Matters:

- Upon becoming the default President in July 2021 following the no-notice consecutive resignations of 3 Directors (one of the 5 seats had remained vacant for over 12 months), I identified, selected and appointed 4 new board members within 60 days with no public opposition.
- My new Treasurer identified accounting irregularities that resulted in a one-time property tax reduction which averaged \$400 per residential property in tax year 2022.
- I identified, interviewed and selected a new District Manager (DM) following the no-notice termination (in breach of contract) of the incumbent DM.
- Our District prevailed in the 2024 settlement agreement lawsuit against the Operations and Maintenance Special District (Town Center Metropolitan District) for its enduring and systemic failure to meet contractual service support obligations.



**Public Service Experience: cont'd**

**Committee and Taskforce Service**

- Taskforce (May-Aug 2020) – Sub-District Level role

Member, search and recommendation taskforce

Identify, interview and recommend Community Management Services contractor to the Operations and Maintenance Special District Board of Directors

- Committee, Joint Landscape (JLC) (Sep 2020 – Dec 2023) – District Level role

Member, Secretary

Coordinated communications and support from:

City & County of Denver - Mosquito Control

City & County of Denver - Parks & Rec. - Noxious Weed Control

State Forestry Div. - University of Colorado – Tree Management

- Sub-committee, Sub-district Clubhouse Rules (2018-2019) – District Level role

Member

This was a District Level role (the Operations and Maintenance District) holding legal jurisdiction over the Sub-District's operations

Selected to serve on the first of its kind, 5-person resident team assembled by resident request to review and revise Clubhouse Rules.

All of the team's recommendations were adopted by a super-majority of resident consent.

**Other Volunteer Contributions**

- HIRVA / HIDA Landscape Committee 2024-2025
- HIRVA / HIDA Paint Committee 2024-2025

Denver, Colorado:

- Fairway Villas Clubhouse AED Compliance Audit
  - o Emergency phones, AED battery, First Aid Kits
- Radon Kits: Retrieved from Denver County and Delivered to our Immediate Community.
- Ladies Golf League Coordinator for Green Valley Ranch 2019
- Clubhouse Event Coordinator [Texas Hold'em] Jan 1, 2020

## **Industry Experience**

Cynba International, Inc., Troy, Michigan, 55-60 hours/wk **1/1989-3/2014**

Owner, Director of Sales

Responsible for: Finance, Administration, Property Management for Dakota Heights Condominiums Complex and Thompson Boat (Industrial Rental Property).

Bay Valley Resort, Bay City, Michigan, 60-70 hours/wk, 45-50 FTEs **1/2004-11/2005**

Owner, Asst. GM

Responsible for: \$18,000,000 Annual sales, 120 Guest Rooms, Conference Rooms, Restaurant Bar and Grill, Contract Monitoring. Renovations, ADA Compliance, Administating Policy

St Regis Hotel, Detroit, Michigan 60-70 hours/wk, 50-60 FTEs **1/2000-12/2003**

Owner, GM

Responsible for: \$9 million Annual sales, 124 Guest Rooms, Conference Rooms, Restaurant and Bar, Regulatory Compliance, Administration, Policy Training, Personnel Training, Staffing, Interior Design and Décor, Catering, Housekeeping

US Coast Guard Auxiliary

**10/2013-10/2017**

Airplane Pilot, Certified Vessel Examiner, (Marine and Private Vessels), Finger-Printer and Application Forms for New Members, Monthly Member Meetings, COW (Change of Watch) Dinner Event Planner, Patrol Missions & Reporting.

## **Volunteer**

**Colorado 99's.** Ninety-nines.org 10/2017-Present

Female Pilot Organization

C0-Chair Girl Scout Patch Day thru Aviation.

Coordinator: Stem activities. Secured Airport, Terminal, Planes for Static Display.

**Wings of Mercy EAST.** (501) c (3) organization. 2001-2014

AIR Transport patients for medical treatment with 1000-mile radius.

Board Member 2001-2006

Fundraiser 2001-2006 Charity Golf Outing

**St Joseph Mercy Healthcare System** 1992-1998

Volunteer: Urgent Care & Emergency Room.

Responsibilities: Assist Patients and Nursing Staff.

Chairman of New Volunteers. Processed and Trained.

Board Member 1996

## **Education / Professional Credentials**

Walsh College BA. (Business Administration) '92

FAA, Airplane Pilot Certificate; w/ratings: SEL, MEL, Instrument, Commercial

FL HOA Board Member Certification Training (per FL Stat Ch. 720) – June 20, 2025





# CERTIFICATE OF COMPLETION



Kaye Bender Rembaum PL  
CERTIFIES THAT

*Cynthia Barclae*

HAS SATISFACTORILY COMPLETED THE EDUCATIONAL CURRICULUM  
REQUIRED FOR SERVICE ON THE BOARD OF DIRECTORS OF A  
HOMEOWNER ASSOCIATION AS PROVIDED IN SECTION 720.3033 OF  
CHAPTER 720, FLORIDA STATUTES

DATED THIS 20 DAY OF June, 2025

DIVISION OF CONDOMINIUMS,  
TIMESHARES & MOBILE HOMES  
FLORIDA DEPARTMENT OF BUSINESS  
AND PROFESSIONAL REGULATION

Emily Gannon  
COURSE INSTRUCTOR



# Application for Appointment to the Board of Supervisors for the CDD

APPLICANT NAME: David Francis EMAIL ADDRESS: francishospitality@aol.com  
ADDRESS: 2940 ANZA ST MELBOURNE, FL 32940  
TELEPHONE NO.: (434) 665 3905  
HOW LONG HAVE LIVED IN THE COMMUNITY? 57X YEARS

PLEASE ADD ADDITIONAL SHEETS IF NECESSARY AND/OR ATTACH A RESUME IF YOU DESIRE.

(1) PLEASE LIST ANY SPECIAL CONTRIBUTIONS YOU BELIEVE YOU CAN BRING TO THE DISTRICT:

FINANCE, LEADERSHIP, STRATEGIC PLANING,  
GOVERNANCE, CONSENSUS BUILDING.

(2) PLEASE EXPLAIN WHY YOU WISH TO SERVE ON THE BOARD OF SUPERVISORS FOR THE DISTRICT:

Apply skills to contribute to the community.

(3) HAVE YOU ATTENDED ANY OF THE DISTRICT'S BOARD OF SUPERVISORS MEETINGS? YES

(4) PLEASE LIST YOUR INVOLVEMENT WITH ANY HOMEOWNERS ASSOCIATION(S) AND/OR OTHER GOVERNING BOARDS/COUNCILS:

HERITAGE ISLE DISTRICT ASSOCIATION;  
HERITAGE ISLE RESIDENTIAL VILLAGES; BEST WESTERN WORLDWIDE HOTELS;  
CHOICE HOTELS OWNERS COUNCIL.

(5) ARE YOU A QUALIFIED ELECTOR IN THIS DISTRICT? YES

(IF YOU ARE NOT LISTED AS AN OWNER OF PROPERTY WITHIN THE DISTRICT ACCORDING TO THE COUNTY PROPERTY APPRAISER'S WEBSITE, PLEASE PROVIDE PROOF OF RESIDENCY WITHIN THE DISTRICT. CONSISTENT WITH THE REQUIREMENTS OF THE TAX COLLECTOR FOR COUNTY, PROOF OF RESIDENCY MAY BE ESTABLISHED BY PROVIDING DOCUMENTATION, INCLUDING TWO OF THE FOLLOWING: DEED; MORTGAGE; RENTAL AGREEMENT/LEASE; UTILITY BILL (HOOKUP OR WORK ORDER NOT MORE THAN 2 MONTHS OLD); FINANCIAL INSTITUTION STATEMENT (NOT MORE THAN 2 MONTHS OLD); MEDICAL OR HEALTH CARD WITH ADDRESS LISTED).

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SIGN: David Francis DATED: 7/10/2025  
PRINT: DAVID FRANCIS DATE RECEIVED BY DISTRICT MANAGER: \_\_\_\_\_





**David Francis**  
**2940 Anza Street**  
**phone: (434) 665 3905 email:**  
**francishospitality@aol.com**

**OBJECTIVE:**      **Appointment to the Board of Supervisors for the CDD**

**QUALIFIED BY:**

- Extensive, High-Level Corporate Board of Directors Experience.
- Extensive Business, Finance, Statistics & Accounting Skills.
- Highly Advanced Strategic Planning, Organizational and Analytical Skills.
- Highly Advanced Leadership, Interpersonal, and Consensus Building Skills.
- Current Region 4 Delegate Choice Hotels Owner's Council.
- Self-Employed Entrepreneur Owning & Operating Hotels and Commercial Property.
- Past Board Director and Chairman of the Board of Best Western Worldwide Hotels.
- Past Board Member & Treasurer Heritage Isle Residential Villages (HIRVA).
- Current President and Board Member Heritage Isle District Association (HIDA).

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**PHILOSOPHY:** A CDD Board Supervisor must have the Highest Ethical Standards, be Transparent, be Approachable, Listen, and must always strive to do what's best for the Community to increase the Value of our Homes. A Board Supervisor's primary obligation is to keep existing Community Assets well maintained while being Fiscally Responsible and striving to keep our Assessments as low as possible. My commitment to you is to Maintain and Grow the Value of our property in Heritage Isle by exercising sound financial management, fiscal responsibility, enhancing communication, transparent governance, consensus building, and seeking your valuable input, feedback and suggestions.

**EXPERIENCE:**

December 2020- Present      **Board Director (current President) Heritage Isle District Association (HIDA)**

- Refinanced our Clubhouse Loan locking in a fixed interest rate (3.94%).
- Implemented Zero Based Budgeting and Fiscal Responsibility.
- Updated Board Code of Conduct enhancing accountability and ethics.
- Trademarked our Heritage Isle name.
- Successfully changed HIDA Bylaws to give Homeowners more voting rights, and limits to Board spending without a Homeowner Vote.
- Drove strategic initiated to merge with HIRVA with HIDA the sole surviving entity.
- Advocate for Board transparency, accountability, and fiscal responsibility to Homeowners.

2005-Present      **President (Principal), Francis Hospitality Incorporated**

- Commercial Real Estate Property Management Company. My wife and continue to own and operate a commercial real estate management company. We have developed, owned and operated hotels franchising with Marriot, Wyndham, Holiday Inn, Sheraton, Best Western, Choice Hotels, and Hilton.

2002-2018      **Professor, Management & Finance, Averett University, Danville, Virginia**

- Instructor of Corporate Finance, Managerial Finance, Entrepreneurship, International Business, Organizational Behavior, and Strategic Management.

2005-2011      **Best Western Worldwide Hotels & Resorts, Chairman of the Board of Directors**

- Served as one of Seven Elected Board Directors for this International Hotel Company headquartered in Phoenix Arizona. (Served as Secretary/Treasurer, Vice-Chairman, and Chairman of the Board). This seven-member Board is responsible for oversight of over 4,800 Best Western affiliated Hotels in over 30 countries. Served as Chairman of the Board's Audit Committee (in charge of a One Billion Dollar \$ Budget) and Chairman of the Board's Executive Compensation Committee.

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**EDUCATION:** **MBA 2002**, Virginia Tech, Blacksburg Virginia. **BBA 1998**, Averett University, Danville Virginia

---

## Application for Appointment to the Board of Supervisors for the CDD

APPLICANT NAME: Susan Zahler EMAIL ADDRESS: Susanhd@gmail.com  
ADDRESS: 6357 Klein Lane 32940  
TELEPHONE NO.: 914-874-4060  
HOW LONG HAVE LIVED IN THE COMMUNITY? 2007 → present

PLEASE ADD ADDITIONAL SHEETS IF NECESSARY AND/OR ATTACH A RESUME IF YOU DESIRE.

(1) PLEASE LIST ANY SPECIAL CONTRIBUTIONS YOU BELIEVE YOU CAN BRING TO THE DISTRICT:

See attached

(2) PLEASE EXPLAIN WHY YOU WISH TO SERVE ON THE BOARD OF SUPERVISORS FOR THE DISTRICT:

See attached

(3) HAVE YOU ATTENDED ANY OF THE DISTRICT'S BOARD OF SUPERVISORS MEETINGS? Yes

(4) PLEASE LIST YOUR INVOLVEMENT WITH ANY HOMEOWNERS ASSOCIATION(S) AND/OR OTHER GOVERNING BOARDS/COUNCILS: see attached

(5) ARE YOU A QUALIFIED ELECTOR IN THIS DISTRICT? Yes

(IF YOU ARE NOT LISTED AS AN OWNER OF PROPERTY WITHIN THE DISTRICT ACCORDING TO THE COUNTY PROPERTY APPRAISER'S WEBSITE, PLEASE PROVIDE PROOF OF RESIDENCY WITHIN THE DISTRICT. CONSISTENT WITH THE REQUIREMENTS OF THE TAX COLLECTOR FOR COUNTY, PROOF OF RESIDENCY MAY BE ESTABLISHED BY PROVIDING DOCUMENTATION, INCLUDING TWO OF THE FOLLOWING: DEED; MORTGAGE; RENTAL AGREEMENT/LEASE; UTILITY BILL (HOOKUP OR WORK ORDER NOT MORE THAN 2 MONTHS OLD); FINANCIAL INSTITUTION STATEMENT (NOT MORE THAN 2 MONTHS OLD); MEDICAL OR HEALTH CARD WITH ADDRESS LISTED).

PLEASE RETURN THIS FORM (WITH ANY SUPPORTING DOCUMENTATION YOU WISH) TO BRIAN MENDES OF RIZZETTA & COMPANY (DISTRICT MANAGER), BY EMAIL TO [BMENDES@RIZZETTA.COM](mailto:BMENDES@RIZZETTA.COM) OR BY MAIL TO RIZZETTA & COMPANY, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, ATTENTION BRIAN MENDES. PLEASE CONTACT BRIAN MENDES WITH ANY QUESTIONS (BY EMAIL OR TELEPHONE AT 407-472-2471, EXT. 4404).

### IMPORTANT NOTICE:

Board of Supervisors for Community Development Districts are required to comply with all applicable laws governing public officers in Florida including, but not limited to, Florida's "Government in the Sunshine" law under Section 286.011, Fla. Stat.; Florida's Code of Ethics for Public Officers under Chapter 112, Fla. Stat.; and Florida's Public Records law under Chapter 119, Fla. Stat. Training in these areas will be provided by the District.

SIGN: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINT: \_\_\_\_\_ DATE RECEIVED BY DISTRICT MANAGER: \_\_\_\_\_



# Quarterly Compliance Audit Report

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## Heritage Isle at Viera

**Date:** July 2025 - 2nd Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

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

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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

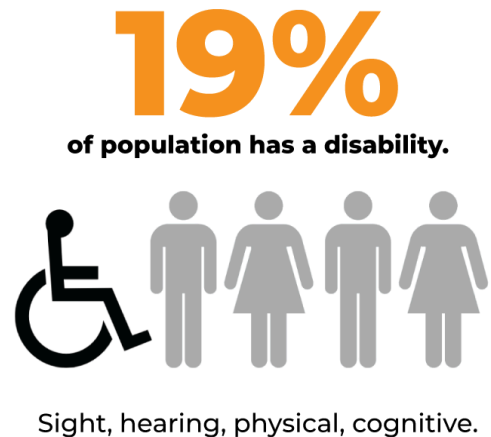
| Passed | Description   |
|--------|---|
| Passed | Full Name and primary contact specified                     |
| Passed | Public Purpose  |
| Passed | Governing body Information                                  |
| Passed | Fiscal Year   |
| Passed | Full Charter (Ordinance and Establishment) Information      |
| 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.



## 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/sitetools/>



## 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 3**

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE  
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chairman.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chairman.

**SECTION 3.** Scott Brizendine is appointed Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Melissa Dobbins is appointed Assistant Secretary.

Brian Mendes is appointed Assistant Secretary.

Scott Brizendine is appointed Treasurer.

Shawn Wildermuth is appointed Assistant Treasurer.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**SECTION 5.** All previous resolutions regarding officers are hereby repealed.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of May 2025.

ATTEST:

**HERITAGE ISLE AT VIERA  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors



**TAB 4**

**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 **July 22, 2025, at 10:33 AM.** at the Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940.

Present and constituting a quorum:

|                |  |
|----------------|--|
| Bob Goldstein  | <b>Board Supervisor, Vice Chairman</b>                             |
| Jo LaBrecque   | <b>Board Supervisor, Assistant Secretary</b><br><i>(Via Phone)</i> |
| 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> |
| Wes Haber    | <b>District Counsel, Kutak Rock LLP</b>         |
| Ana Saunders | <b>District Engineer, BSE Consultants</b>       |
| Bill Fisher  | <b>Landscape Maintenance, Juniper</b>           |

Audience                      **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Mr. Goldstein held a moment of silence of Jay Williams.

Mr. Goldstein opened the floor for audience comments.

A member of the audience inquired about golf carts and bike signage. The member stated his dissatisfaction with the current signs.

47 A member of the audience inquired about the pond maintenance and stated that the  
48 vegetation is overgrown.  
49

50 A member of the audience commented on Florida statues regarding the golf cart signs.  
51 The member commented on previous records and conversation regarding golf cart and  
52 bike signs. The member expressed their displeasure with the current signs and inquired  
53 about Sunshine laws.  
54

55 A member of the audience commented on needed redundancy pertaining to golf cart  
56 and bike signage. The member stated their displeasure with the aesthetics of current  
57 signs. The member commented on the excessive restrictions of current signs and  
58 potential tension between current residents.  
59

60 A member of the audience stated they found the golf cart and bike signage to be intrusive  
61 and aesthetically displeasing. The member commented on the need for pond  
62 maintenance. The member stated that Brevard County is offering fish to eat mosquitos.  
63

64 A member of the audience stated their displeasure with the golf cart signs. The member  
65 suggested restriping bike lanes on the roadways.  
66

67 A member of the audience thanked the board for holding the meeting in the clubhouse.  
68 The member commented on the need for landscape maintenance at the entrance of the  
69 community. The member inquired about the landscape budget and requested additional  
70 landscape enhancements.  
71

72 A member of the audience thanked the board for holding the meeting in the clubhouse  
73 and inquired about the board's vacancy. The member inquired about meeting agendas.  
74

75 Mr. Goldstein commented on the audience members' inquiry.  
76

77 A member of the audience stated their displeasure regarding the golf cart and bike signs  
78 and the location of these signs. The member requested a reduction in the amount of golf  
79 cart and bike signs.  
80

81 A member of the audience commented on governing documents of the District. The  
82 member inquired about the bicycle paths in the community. The member quoted original  
83 governing documents and quoted the recorded easements.  
84

85 A member of the audience thanked the board for meeting at the club house and  
86 commented on the approval of the golf cart and bike signs. The member inquired about  
87 supervisor LaBrecque's denial of the signs.  
88

89 Mr. Goldstein formally thanked the audience members for attending the board meeting.  
90  
91  
92

**THIRD ORDER OF BUSINESS**

**Community Updates**

**A. Juniper Community Update**

Mr. Goldstein opened the topic for discussion.

Mr. Walter commented on Juniper's upcoming projects.

Mr. Fisher commented on the current operations, updates on lawn mowing, excessive rain and detail work. Mr. Fisher reviewed in detail weed treatments and labor overview for maintenance.

**B. Monthly Report(s) Updates by Supervisor Ken Walter**

**1. Joint Landscape Committee Reports**

Mr. Walter reviewed reports to the board members and discussed the current irrigation overhaul project.

Mr. Walter reviewed in detail the scope of service needed for the RFP.

Mr. Walter commented on the need to partner with HIDA (HOA) on the irrigation overhaul project.

Mr. Goldstein inquired about the cost of the irrigation overhaul project.

Mr. Walter responded to Mr. Goldstein's inquiry.

Mr. Walter reviewed July report with the board and reviewed operational seasonal needs, lawn mowing schedule, weed control treatments, and updates on irrigation repairs and operations.

Mr. Walter commented on the completion of the palm tree pruning and stated that the operation was successful.

Mr. Walter reviewed progress on the bull nose projects.

Mr. Walter reviewed the completed tree replacement throughout the property.

Mr. Goldstein inquired about the irrigation bids.

Mr. Walter stated he currently has four bids for irrigation.

Mr. Walter reviewed in detail the charts on the report.

139  
140 **C. Pond Maintenance Update**  
141

142 Mr. Goldstein introduced the district staff.  
143

144 Mr. Mendes briefed the Board regarding pond and fountain maintenance.  
145

146 Mr. Goldstein stated that the board is working on the progression of the pond and  
147 fountain project.  
148

149 **D. Precision Sidewalk Job Report**  
150

151 Mr. Mendes reviewed notes regarding the second phase of Precision sidewalk  
152 project.  
153

154 Mr. Walter commented on the progression of the Precision project.  
155

156 Mr. Smallegan inquired about the linear feet of this project.  
157

158 Ms. Saunders commented about the scope of the project.  
159

160 Mr. Walter commented on the reports with Ms. Saunders on the square footage  
161 of the sidewalk in Heritage Isle.  
162

163 Mr. Goldstein reviewed in detail the scope of the project.  
164

165 **E. Hoover Service Report**  
166

167 Mr. Mendes reviewed the hoover service report, he also noted the board on  
168 regular maintenance inspection and stated he will consider work orders for  
169 needed replacements.  
170

171 Mr. Walker reviewed the hoover service report.  
172

173 **FOURTH ORDER OF BUSINESS**

**Staff Reports**

174  
175 **A. District Counsel**  
176

177 **1. Phase 3 Irrigation Overhaul RFP**  
178 **(Under Sperate Cover)**  
179

180 Mr. Goldstein opens the discussion.  
181

182 Mr. Haber reviewed the irrigation RFP with the board of supervisors and asked if  
183 there were any questions. There were none.  
184

On a Motion by Mr. Walter, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the Irrigation request for proposal, for Heritage Isle at Viera Community Development District.

**B. District Engineer**

1. Updates on Hoover Pump Separation
2. Consideration of Rush Marine inspection & Evaluation Proposal

Ms. Saunders updated the board about ongoing Hoover pump project.

Ms. Saunders reviewed current progression on the bridge repairs.

Mr. Walter inquired about the revised scope from Ms. Saunder's reports.

Ms. Saunders stated that she will revise the scope of work.

**C. District Manager**

1. Discussion of Vacant Board Seat
2. Updates on Bridge Repair
3. Updates on Budget

Mr. Mendes reviewed updates on the bridge repair project.

Mr. Mendes reviewed the District's budget progression with the board in detail.

Mr. Walter reviewed the budget progression and project updates.

Ms. LaBrecque inquired about the vacant board seats.

Mr. Smallegan inquired about the bridge maintenance obligations for the front monument.

Ms. LaBrecque inquired about the landscape obligations.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of  
the Board of Supervisors'  
Meeting held on May 20, 2025**

Mr. Mendes reviewed the meeting minutes with the board and asked if any changes were requested.

Ms. LaBrecque requested an amendment to the resolution regarding sidewalks with a majority of three-to-one board members in favor of.

On a Motion by Mr. Smallegan, seconded by Mr. Walter, with all in favor, the Board of Supervisors approved the Board of Supervisor Regular Meeting minutes held May 20, 2025, in substantial form, for Heritage Isle at Viera Community Development District.

## SIXTH ORDER OF BUSINESS

### Ratification of Operation and Maintenance Expenditures for May – June 2025

Mr. Mendes reviewed the operation and maintenance expenditures and asked if there were any questions. There were none.

On a Motion by Mr. Walter, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for May (\$59,737.77) and June (\$107,139.37), for Heritage Isle at Viera Community Development District.

## SEVENTH ORDER OF BUSINESS

### Ratification of District Items

1. Savoy Proposal
2. Irrigation Controller Replacement Phase 2
3. Park 5 Berm Plants Proposal
4. Phase 7 Park Irrigation Valve Proposal
5. Funston Berm Revamp Proposal
6. Decoder Module Replacements Clock 5 & 9
7. Galindo Irrigation Small Pipe Repair Proposal
8. Irrigation Valves Replacement Proposal

Mr. Mendes presented the items for ratification to the Board of Supervisors and asked if there were any questions.

On a Motion by Ms. LaBrecque, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors ratified the Savoy Proposal, Irrigation controller replacement phase 2, Park 5 berm plants proposal, Phase 7 park irrigation valve proposal, Funston berm revamp proposal, Decoder module replacements clock 5 & 9, Galindo irrigation small pipe repair proposal and the irrigation valves replacement proposal, for Heritage Isle at Viera Community Development District.

## EIGHTH ORDER OF BUSINESS

### Discussion of Golf Cart Signs

Ms. LaBrecque inquired about the board vacancy.

Mr. Goldstein Responded to Ms. LaBrecque's inquiry and stated that there are currently four applicants to consider for the next board meeting.

Ms. LaBrecque inquired about disclosure for the applicants.

The board of supervisors requested applicants be sent in email blast to the community and to include summary of their consideration for August's meeting.

Ms. LaBrecque inquired about the current bid for sign replacement

On a Motion by Ms. LaBrecque, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved to remove all golf cart signs in locations, for Heritage Isle at Viera Community Development District.

Mr. Goldstein commented on signage and history of emails regarding bicycle and golf cart restrictions.

Mr. Haber commented on the potential lawsuits pertaining to damage.

Mr. Haber reviewed the legalities pertaining to sign enforcement.

Mr. Haber reviewed the potential for litigation and different scenarios.

Ms. LaBrecque inquired for clarification on the council's comments.

Mr. Goldstein commented on vote consideration.

Discussion amongst the board ensued on this matter.

Mr. Walter commented on electric bicycle concerns.

Mr. Smallegan commented on electric vehicles.

Mr. Goldstein commented and inquired about sign preferences.

Ms. LaBrecque inquired about resending golf cart sign procedures.

On a Motion by Mr. Goldstein, seconded by Ms. LaBrecque, with a majority of 3-1 (Mr. Smallegan opposed), the Board of Supervisors approved resending Resolution 2025-02, for Heritage Isle at Viera Community Development District.

Mr. Walter inquired for clarification, Mr. Goldstein responded.

Ms. Labrecque stated Resolution 2025-02 will be resent.

## NINTH ORDER OF BUSINESS

Supervisor Requests and  
Audience Comments



There were no comments made at this time.

**TENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Goldstein, seconded by Mr. Walter, the Board of Supervisors, with all in favor, adjourned the meeting at 12:23 p.m., for Heritage Isle at Viera Community Development District.

*[SIGNATURES ON FOLLOWING PAGE]*

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---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

**TAB 5**

# HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

---

District Office · Orlando, FL 32819

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

WWW.HERITAGEISLEATVIERACDD.ORG

## **Operation and Maintenance Expenditures July 2025 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$100,034.40**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

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

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

# Heritage Isle at Viera Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

| Vendor Name                            | Check #    | Invoice Number                   | Invoice Description   | Invoice Amount |
|--|------------|----------------------------------|---|----------------|
| B S E Consultants Inc.                 | 300063     | 21331                            | Engineering Services 06/25  | \$2,276.50     |
| Bob Goldstein                          | 300070     | BG072225                         | Board of Supervisors Meeting<br>07/22/25                              | \$200.00       |
| Doggie Doo Doo Disposal<br>Services    | 300059     | 19824                            | Monthly Service 07/25   | \$512.00       |
| Druse Landscaping & Tree<br>Service    | 300060     | 8846                             | Landscaping Services - Plants -<br>Brevard County Landfill Disposal - | \$3,888.00     |
| Florida Power & Light Company          | 20250728-1 | FPL Monthly Summary<br>06/25 ACH | Summary Electric Services 06/25                                       | \$7,645.00     |
| Hoover Pumping Systems Corp.           | 300069     | 186260                           | Service Call - to check Electrical for<br>AC unit 07/25               | \$198.40       |
| HP Home Maintenance<br>Solutions, LLC  | 300064     | 440                              | Concrete repairs 07/25  | \$750.00       |
| JoAnne M. LaBrecque                    | 300071     | JL072225                         | Board of Supervisors Meeting<br>07/22/25                              | \$200.00       |
| Jon Smallegan                          | 300072     | JM072225                         | Board of Supervisors Meeting<br>07/22/25                              | \$200.00       |
| Juniper Landscaping of Florida,<br>LLC | 300065     | 334286                           | Irrigation repairs 05/25  | \$3,046.50     |
| Juniper Landscaping of Florida,<br>LLC | 300065     | 334671                           | Irrigation Repair - Valve replacement<br>05/25                        | \$646.36       |
| Juniper Landscaping of Florida,<br>LLC | 300065     | 338465                           | Irrigation Repair - Timer replacement<br>06/25                        | \$10,164.45    |
| Juniper Landscaping of Florida,<br>LLC | 300065     | 338466                           | Irrigation Repair - Replacement of two<br>Decoder modules 06/25       | \$3,077.45     |

# Heritage Isle at Viera Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

| Vendor Name                         | Check # | Invoice Number | Invoice Description                                 | Invoice Amount             |
|-------------------------------------|---------|----------------|---|----------------------------|
| Juniper Landscaping of Florida, LLC | 300068  | 336080         | Irrigation Repair 05/25                             | \$720.75                   |
| Juniper Landscaping of Florida, LLC | 300068  | 338061         | Pond 6 Erosion Repair 05/25                         | \$2,207.47                 |
| Juniper Landscaping of Florida, LLC | 300068  | 338062         | Debris Removal, Much, and Trinette Arboricala 05/25 | \$667.19                   |
| Juniper Landscaping of Florida, LLC | 300068  | 338121         | Irrigation Repair 05/25                             | \$347.39                   |
| Juniper Landscaping of Florida, LLC | 300068  | 338122         | Irrigation Repair 05/25                             | \$317.91                   |
| Juniper Landscaping of Florida, LLC | 300068  | 342671         | Irrigation Repair 06/25                             | \$716.62                   |
| Juniper Landscaping of Florida, LLC | 300068  | 343444         | Landscape Maintenance 07/25                         | \$26,772.00                |
| Juniper Landscaping of Florida, LLC | 300073  | 338149         | Landscape Maintenance 06/25                         | \$23,388.16                |
| Kenneth F. Walter                   | 300074  | KW072225       | Board of Supervisors Meeting 07/22/25               | \$200.00                   |
| Kutak Rock, LLP                     | 300066  | 3584471        | Legal Services 04/25                                | \$1,682.33                 |
| Rizzetta & Company, Inc.            | 300062  | INV0000100495  | District Management Fees 07/2                       | \$7,198.34                 |
| TIGRIS Aquatic Services, LLC        | 300061  | 3827297        | Aquatic Service 06/25                               | <u>\$3,011.58</u>          |
| <b>Report Total</b>                 |         |                |   | <b><u>\$100,034.40</u></b> |

**TAB 6**



July 21, 2025

Contract No. - 352884

Heritage Isle at Viera CDD - Maintenance

Replacement of timer #18 Phase 7 which has been damaged due to lightning striking near the area where the timers are located it burnt out the transformer and repeatedly blowing fuses

| ITEM   | QTY  | UNIT PRICE | TOTAL PRICE        |
|--|------|------------|--------------------|
| Irrigation Tech Labor                                | 5.00 | \$75.00    | \$375.00           |
| Hunter ACC2 Decoder 75 Station with Plastic Pedestal | 1.00 | \$8,560.68 | \$8,560.68         |
| Hunter ACC2 Decoder Expansion Module 75 Station      | 1.00 | \$1,228.87 | \$1,228.87         |
|  |      |            | <b>\$10,164.55</b> |

#### WORK ORDER SUMMARY

| SERVICES           | SALES TAX | TOTAL PRICE        |
|--------------------|-----------|--------------------|
| Control Components | \$0.00    | \$10,164.55        |
|                    |           | <b>\$0.00</b>      |
|                    |           | <b>\$10,164.55</b> |

|                  |                    |
|------------------|--------------------|
| <b>Sale</b>      | \$10,164.55        |
| <b>Sales Tax</b> | \$0.00             |
| <b>Total</b>     | <b>\$10,164.55</b> |

By \_\_\_\_\_  
CHRIS WADE

Date 7/21/2025  
\_\_\_\_\_  
Juniper Landscaping of Florida  
LLC

By \_\_\_\_\_

Date \_\_\_\_\_  
\_\_\_\_\_  
Heritage Isle at Viera CDD -  
Maintenance





## Proposal

Proposal No.: 356055

Proposed Date: 08/08/25

| PROPERTY:   | FOR:                    |
|---|-------------------------|
| Heritage Isle at Viera CDD - Maintenance<br>Brian Mendez<br>6800 Legacy Blvd<br>Melbourne, FL 32940 | Phase 7 Pathway Refresh |

### Heritage Isle CDD Phase 7 Pathway Enhancement

- Removal of existing aged out shrubs.
- Perpetration of area for new plantings and sod.
- Installation of 20-3 gallon Dwarf Ixora and cocoa brown mulch.

| ITEM  | QTY    | UOM  | TOTAL             |
|---|--------|------|-------------------|
| <b>Phase 7 Pathway Refresh</b>                |        |      |                   |
| <b>Site Prep</b>                              |        |      | \$830.00          |
| Bed Prep - Plant, Sod, Debris Removal         | 8.00   | HR   |                   |
| Debris by the truck                           | 1.00   | 1    |                   |
| <b>Landscape Material</b>                     |        |      | \$1,303.00        |
| Enhancement Labor                             | 6.00   | HR   |                   |
| Dwarf Ixora, 03 gallon - 03G                  | 20.00  | 03g  |                   |
| Floritam Saint Augustine, 01 SF MATERIAL ONLY | 400.00 | 01SF |                   |
| <b>Irrigation Renovation</b>                  |        |      | \$250.00          |
| Irrigation Technician Labor                   | 2.00   | HR   |                   |
| Misc Irrigation Parts                         | 1.00   | EA   |                   |
| <b>Total:</b>                                 |        |      | <b>\$2,383.00</b> |

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

\_\_\_\_\_  
**Signature (Owner/Property Manager)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name (Owner/Property Manager)**

\_\_\_\_\_  
**Signature - Representative**

\_\_\_\_\_  
**Date**



## Proposal

**Proposal No.:** 357385

**Proposed Date:** 08/15/25

| PROPERTY:   | FOR:      |
|---|-----------|
| Heritage Isle at Viera CDD - Maintenance<br>Brian Mendez<br>6800 Legacy Blvd<br>Melbourne, FL 32940 | CDD Mulch |

CDD Mulch install

- Installation of 940 yards of Premium Coco Brown Hardwood Mulch

| SERVICE          | TOTAL              |
|------------------|--------------------|
| <b>CDD Mulch</b> |                    |
| Mulch            | \$53,110.00        |
| <b>Total</b>     | <b>\$53,110.00</b> |

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

|   |             |
|---|-------------|
| _____                                     | _____       |
| <b>Signature (Owner/Property Manager)</b> | <b>Date</b> |

\_\_\_\_\_

**Printed Name (Owner/Property Manager)**

|                                   |             |
|-----------------------------------|-------------|
| _____                             | _____       |
| <b>Signature - Representative</b> | <b>Date</b> |

ESTIMATE

Druse Landscaping & Tree  
Service LLC  
1557 Cooling St  
Melbourne, FL 32935

drusemlbm@aol.com  
+1 (321) 446-5578

C/O  
Bill to  
Heritages Isles CDD  
6972 Lake Gloria BLVD.  
Orlando, FL 32955  
United States

Ship to  
Heritages Isles  
6972 Lake Gloria BLVD.  
Orlando, FL 32955  
United States

Estimate details  
Estimate no.: 3933  
Estimate date: 08/19/2025

Job Site: Park 4 Halleck

| #     | Date | Product or service | Description                    | Qty | Rate     | Amount     |
|-------|------|--------------------|--------------------------------|-----|----------|------------|
| 1.    |      | Plants             | 30 gallon Live Oaks installed. | 5   | \$375.00 | \$1,875.00 |
| Total |      |                    |                                |     |          | \$1,875.00 |

Accepted date

Accepted by

ESTIMATE

Druse Landscaping & Tree  
Service LLC  
1557 Cooling St  
Melbourne, FL 32935

drusemlbm@aol.com  
+1 (321) 446-5578

C/O  
Bill to  
Heritages Isles CDD  
6972 Lake Gloria BLVD.  
Orlando, FL 32955  
United States

Ship to  
Heritages Isles  
6972 Lake Gloria BLVD.  
Orlando, FL 32955  
United States

Estimate details  
Estimate no.: 3932  
Estimate date: 08/19/2025

Job Site: 3465 Sansome

| #     | Date | Product or service                   | Description                    | Qty | Rate    | Amount   |
|-------|------|--------------------------------------|--------------------------------|-----|---------|----------|
| 1.    |      | Plants                               | 7 gallon Vibirnum Odar         | 10  | \$40.00 | \$400.00 |
| 2.    |      | Landscaping Services                 | Labor for removal and install. | 6   | \$50.00 | \$300.00 |
| 3.    |      | Brevard County Landfill Disposal Fee | Green Waste Fee.               | 1   | \$50.00 | \$50.00  |
| Total |      |                                      |                                |     |         | \$750.00 |

Accepted date

Accepted by

**TAB 7**



# Proposal

Proposal# SPN103763.0  
Proposal Date: 7/21/2025  
Valid Until: 8/20/2025

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

Customer # 5822  
Heritage Isle at Viera CDD  
c/o Rizzetta & Company  
8529 South Park Circle Ste #330  
Orlando, FL 32819  
Tel: 407-472-2471 Fax: 407-472-2478

Job Site: 8593  
Heritage Isle North  
7300 Legacy Blvd  
Melbourne, FL 32940  
Tel: -- Contact: Brian Mendes  
Model# HC2F-50J15PDV-460/3-HMR3L-Z

## Nature of Service:

### S/O-- Filter Parts- Solenoid Replacement

During our recent visit our technician found the filter parts to be faulty. These parts need replacement for the filter to operate as designed. The filter provides clean water to landscaping for maximum irrigation coverage and minimal clogged sprinkler heads. Clogged heads and field valves will result in higher field maintenance and replacement costs and rapid cycling which shortens the life of the pumps and irrigation fittings.

**Sub Total: \$1,678.84**

---

**Grand Total: \$1,678.84**

**TERMS:** Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Non-Flowguard stations will receive warranty for 90 days from the date of installation on workmanship and parts. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted By:  
Hoover Pumping Systems, Corp.

A handwritten signature in black ink that reads "Ramona Mingo". The signature is written in a cursive, flowing style.

---

Ramona Mingo

Accepted By:  
Heritage Isle at Viera CDD

---

Signature/ Printed Name/ Date



**TAB 8**



## SIDEWALK TRIP HAZARD REMOVAL

Price Proposal

# HERITAGE ISLE CDD



**PRECISION SIDEWALK SAFETY CORP • MAY 30, 2025**

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 Community Development District • 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 sidewalk repair projects for Heritage Isle Community Development District (CDD) in March 2024 and again in May 2025, removing a total of 1,468 trip and fall hazards measuring  $\frac{1}{4}$ " – 2" in height in the community. To date, the community saved at least \$592,000 by using PSSC's method of repair instead of demolishing and replacing the panels. The community has done a great job implementing a phased approach to its sidewalk repair, making repairs as each budget year allows. As requested, PSSC visited Heritage Isle again in May 2025 to review sidewalks to identify hazards that create trip and fall liabilities that PSSC can repair for the CDD. Prior to the review, PSSC spoke with Mr. Mendes to discuss what is important to the District and understand specifications and boundaries for this project. Mr. Mendes directed PSSC to identify and price all changes in level measuring  $\frac{1}{4}$ " to 2" high that our company can repair on the sidewalks only on the unrepaired areas of Camberly Cir as some repairs were made to this street during the May 2025 project. A review of the sidewalks in this portion of the District was subsequently completed to estimate the number of hazards present and their sizes (see map below for boundaries and reviewed areas).

All other sidewalks throughout the District 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 in the reviewed areas were inventoried and a total of 120 hazards meeting the specifications were observed.**

PSSC observed hazards created by the concrete surrounding storm drains intruding into the sidewalk right of way (see Figure 4 in Photo Examples below). As instructed by the District, these hazards are **included** in this proposal.

There is at least one location where a hazard was observed on panels that have ADA detectable warning mats at crosswalks (see Figure 5). As discussed with Mr. Mendes, the removal of any hazards under the detectable warning mats themselves is **excluded** from this proposal. If there is a hazard on the panel that is not under the mat and therefore accessible, it is **included** for repair.

During our review, PSSC observed hazards where a grinder was used to attempt a repair at Heritage Isle CDD (see Figure 6). Locations that still have a change in level are included in this proposal since they will need to be repaired again by PSSC in order to remove the 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

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measurements of the concrete that has been removed and the new amount that must be removed in order to eliminate the hazard.

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.

### Site Review Area – Hazards Identified on Reviewed Sidewalks at 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 **Purple Diamond** represents hazards created by the concrete surrounding storm drains intruding into the sidewalk right of way.





## Methodology – Preparing This Estimate

1. PSSC conducts a census of hazards that we can repair for the community; 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, PSSC reviewed only certain sidewalks to continue in a phased approach as detailed in the “Site Review Summary”.
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.

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. **There were no locations in the reviewed area of the community with these issues observed at the time of the site review.**

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 **120 PSSC-repairable hazards** measuring ¼” – 2 in height on the reviewed sidewalks at Heritage Isle CDD (shown in Table 1 below).

| TABLE 1: REVIEWED AREAS AT HERITAGE ISLE CDD<br>120 TRIP HAZARDS BY HEIGHT CATEGORIES |              |        |             |       |
|---|--------------|--------|-------------|-------|
| LOCATION  | LEAST SEVERE | SEVERE | MOST SEVERE | TOTAL |
| Unrepaired Section of Camberly Cir  | 50           | 68     | 2           | 120   |



## Photo Examples

**Figure 1**



Example of a ¼" high "Least Severe" hazard on Camberly Cir. These are often the hazards that people catch their toe on, as they do not notice them.

**Figure 2**



Example of a ¾" high "Severe" hazard in the reviewed areas on Camberly Cir.

**Figure 3**



Example of a 1" high "Most Severe" hazard on Camberly Cir.

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Example of a  $\frac{3}{8}$ " high "Severe" hazard on Camberly Cir created by the concrete surrounding a storm drain intruding into the sidewalk right of way. As directed by the community, these types of hazards meeting the height specification are **included** in this proposal.

**Figure 4**



**Figure 5**



An example of a hazard on the concrete panels underneath the ADA-detectable warning mat. Hazards like this are **excluded** from this proposal.

**Figure 6**



Example of a "Severe" hazard on Camberly Cir on the reviewed sidewalk. This location was previously 'flattened' a bit by a grinder. The grind method is not ideal for sidewalk repair since it does not result in an accurate slope or remove the hazard completely from end to end. The grinder also did significant, unnecessary damage to the adjacent panel. This location and others like it in the reviewed areas are **included** for repair by PSSC to remove remaining portions of the hazard and provide proper slope.







## Pricing Summary

Table 2 below provides an estimated price range to repair the 120 PSSC-repairable hazards measuring ¼" - 2" in height on the reviewed sidewalks as identified in Table 1. 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 will be determined by the actual volume of concrete removed to achieve the 1:12 slope, 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 Option 1 is returned to PSSC within 45 days of the proposal date, PSSC will extend a discounted rate. If the District chooses to do only a portion of the work, no discount will be applied. If the signed authorization is received after the 45 days but before the 90-day expiration, the standard price range will apply.

**Option 1:** Table 2 below provides pricing alternatives to repair all 120 PSSC-repairable hazards with changes in level measuring ¼" - 2" in height on the reviewed sidewalks in community.

| TABLE 2: PRICING FOR 120 HAZARDS MEASURING ¼" - 2" HIGH ON REVIEWED SIDEWALKS ON CAMBERLY CIRCLE AT HERITAGE ISLE CDD |                           |
|---|---------------------------|
|   | PRICE RANGE               |
| Price if signed authorization is returned to PSSC by <b>July 14, 2025</b>   | <b>\$9,255 - \$10,160</b> |
| Price if signed authorization is returned to PSSC by <b>August 28, 2025</b>   | <b>\$9,720 - \$10,695</b> |

**Option 2:** Table 3 below provides the option to remove PSSC-repairable hazards measuring ¼" - 2" in height on streets in order of priority until a community selected "not to exceed" price is met.

| TABLE 3: PRICING FOR HAZARDS ¼" - 2" HIGH ON SIDEWALKS IN ORDER OF PRIORITY AT HERITAGE ISLE CDD TO THE COMMUNITY "NOT TO EXCEED" AMOUNT |  |
|--|--|
| 1:12 REPAIR SLOPE  | COMMUNITY SELECTED "NOT TO EXCEED" PRICE |
| Price if signed authorization is returned to PSSC by <b>July 14, 2025</b>  | \$ _____                                 |

Precision Sidewalk Safety estimates that the work can be completed in 1 - 2 days, 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

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**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 4 shows the differences between available methods for sidewalk trip hazard repair.

| TABLE 4: REPAIR METHOD COMPARISON FOR HERITAGE ISLE CDD |               |                  |   |
|---|---------------|------------------|---|
| METHOD  | ADA COMPLIANT | TIME REQUIREMENT | POSSIBLE INCIDENTAL DAMAGES   |
| Precision   | Yes           | 1 - 2 Days       | None  |
| Grinding  | No            | 6 - 10 Days      | Adjacent sidewalk panels, landscaping, and sprinkler heads  |
| Replacement   | Yes           | 20 - 30 Days     | Broken sidewalk panels from weight of trucks, damage to landscaping, and possible tree damage if root pruning |

### 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 3,420 square feet and an estimated replacement cost of roughly \$15.00 per square foot, we estimate the cost to demolish and replace panels is \$51,300. This takes into account:

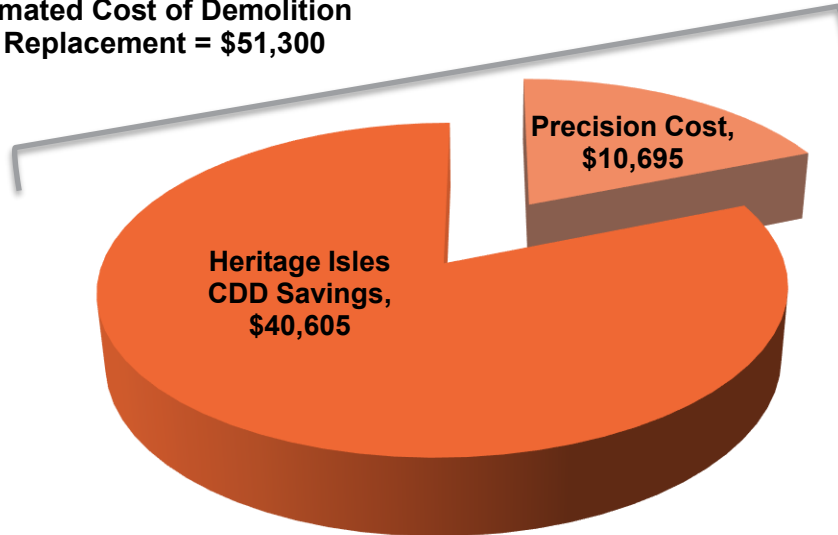
- Cost of concrete
- Labor to break up and remove existing concrete
- Labor to pour, form, level, finish, float & cut control joints
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, 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” in the non-repaired areas on Camberly Cir, the maximum cost for PSSC repairs is \$10,695, which is an **estimated savings of \$40,605 or 79%**, 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**

**Estimated Cost of Demolition  
and Replacement = \$51,300**



### **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 **77 tons** of waste concrete from removal and placement in landfills (est. **1,139 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 133 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 **77 tons** of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Prevented release of Carbon Dioxide gas: estimated **1.2 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 according to the option selected 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 in the reviewed / unrepaired areas of Camberly Cir as 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
- Hazards on panels that run through the driveway having the same width as the sidewalk
- Hazards on storm drain or similar sidewalk incursions when directly in sidewalk right-of-way
- Hazards on access ramps that transition sidewalk to crosswalk
- Accessible hazards on panels with ADA detectable warning mats

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

- Hazards on sidewalks in other parts of the District not reviewed
- Hazards greater than 2" in height or on panels that are too broken for repair or are hollow underneath
- Hazards underneath ADA detectable warning mats

## 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. 6,827,074**

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

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

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

**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 700,000 repairs on sidewalks in the two states, saving communities an estimated \$141 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 that PSSC's method is able to repair in reviewed areas as identified in Proposal FLPN4549<br><b>Please fill in the option selected, corresponding price, and authorization date in the cost box below, then complete invoice information in the approved by / billing info table below.</b> |   |
| <b>CUSTOMER</b>         | Heritage Isle CDD   |   |
| <b>COST</b>             | <b>OPTION 1:</b><br><b>DATE:</b> _____<br><b>PRICE RANGE:</b> _____   | <b>OPTION 2:</b><br><b>COMMUNITY SELECTED "NOT TO EXCEED" PRICE</b><br>\$ _____ |

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.

### INITIAL BELOW IN THE SPACE PROVIDED

\_\_\_\_\_ *Repair of hazards created by the concrete surrounding storm drains intruding into the sidewalk right of way.*

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



## CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

**DATE:** October 1, 2025

**BETWEEN:** **RIZZETTA & COMPANY, INC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

**AND:** **HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

### PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract. This Contract constitutes the entire understanding between the Parties and supersedes all prior Contracts, which are hereby terminated and of no further effect.

**A. STANDARD ON-GOING SERVICES.** The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of six (6) three (3) hour board meeting per year, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- v. **Continuing Disclosure** – serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.
- vi. **Website Management** – services associated with managing the content of the District's website in compliance with Chapter 189.069, Florida Statutes.

**B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

**II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;



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- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

**III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

**IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

**V. TERM.** The District Manager's services as provided in this Contract shall commence on October 1, 2025. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

**VI. FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services



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provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.

- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

#### B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.



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- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.
- X. **RESPONSIBILITIES.**
  - A. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
  - B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. **TERMINATION.** This Contract may be terminated as follows:
  - A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager



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electronically at the address noted herein.

- B. By the District Manager for “good cause”, immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written notice to District electronically at the address noted herein.
- C. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## **XII. GENERAL TERMS AND CONDITIONS.**

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney’s fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Brevard County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager’s activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G. Dissolution or court declared invalidity of the District shall not relieve the District of



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compensation due for services theretofore rendered.

**XIII. INDEMNIFICATION.**

**A. DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

**DISTRICT MANAGER INDEMNIFICATION.** The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**XIV. WAIVER OF DAMAGES.** The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the scope of this Agreement. Further, the District Manager, its employees, officers, or agents,



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shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

**XV. INSURANCE.**

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
  - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section





768.28, Florida Statutes.

- E. If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- XVI. **ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**



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- XVIII. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the District:** Heritage Isle at Viera Community  
Development District  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, FL 32301  
Attn: District Counsel

**If to the District Manager:** Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

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

- XIX. EFFECTIVE DATE.** This Contract shall become effective on October 1, 2025 and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all



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remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,  
**A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.



- B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
- C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

**XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT.** District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

**XXIV. FORCE MAJEURE.** The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

**XXV. DISCLOSURE.** Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

*(Remainder of this page is left blank intentionally)*



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

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY:

William J. Rizzetta

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

Aug 11, 2025

**HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT**

BY:

PRINTED NAME:

TITLE:

Chairman/Vice Chairman

DATE:

**Exhibit A** – Scope of Services  
**Exhibit B** – Schedule of Fees  
**Exhibit C** – Municipal Advisor Disclaimer  
**Exhibit D** – Public Records Request Policy  
**Exhibit E** – Human Trafficking Affidavit



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**EXHIBIT A**  
Scope of Services

**STANDARD ON-GOING SERVICES:** These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

**MANAGEMENT:**

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
  - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
  - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
  - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
  - 4. Provide Form 1 Financial Disclosure documents for Board Members
  - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
  - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
  - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
  - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
  - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
  - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
  - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
    - a. Provide written notice to owners of public hearing on the budget and its related assessments.
  - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
  - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
  - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.





15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
  16. Provide for submitting the regular meeting schedule of the Board to County.
  17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
  18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
  20. Provide for public records announcement and file document of registered voter data each June.
  21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
  22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
  23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
    - a. Provide for the appropriate ad templates and language for each of the above.
  24. Provide for instruction to Landowners on the Election Process and forms, etc.
  25. Respond to Bond Holders Requests for Information.
  26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

**ADMINISTRATIVE:**

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



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- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
  - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

**ACCOUNTING:**

**A. Financial Statements**

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
  - a) Chart of Accounts
  - b) Vendor and Customer Master File
  - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
  - a) Cash Investment Account Reconciliations per fund
  - b) Balance Sheet Reconciliations per fund
  - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1<sup>st</sup> of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
  - a) Review statutory and bond indenture requirements
  - b) Prepare Audit Confirmation Letters for independent verification of activities.





- c) Prepare all supporting accounting reports and documents as requested by the auditors
  - d) Respond to auditor questions
  - e) Review and edit draft report
  - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30<sup>th</sup> of each year.

**B. Budgeting**

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

**C. Accounts Payable/Receivable**

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
  - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
  - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
  - a) File reports with IRS.

**D. Capital Program Administration**

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
  - a) Vendor Contract completion status
  - b) Verify Change Orders for materials
  - c) Check for duplicate submittals



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d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

**E. Purchasing**

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

**F. Risk Management**

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

**FINANCIAL AND REVENUE COLLECTION:**

**A. Administer Prepayment Collection:**

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.



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3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
  4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
  2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
  3. Verify assessments on platted lots, commercial properties or other assessable lands.
  4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
  5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
  2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
  3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
  2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

**WEBSITE MANAGEMENT:**

A. Website Management:

1. Consultant shall manage the content of the website in compliance with Chapter 189.069, Florida Statutes. Consultant shall maintain the domain for the District. Consultant shall provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.

Required Website Content: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites are required to include and make available the following information or documents, which requirements may be changed from time to time. Changes to the requirements may be subject to additional fees:

- a. The full legal name of the special district.
- b. The public purpose of the special district.



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- c. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- f. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- k. The budget of the special district and any amendments thereto in accordance with s. 189.016.
- l. Tentative budgets shall be posted at least two (2) days before the budget hearing and remain on District website for forty-five (45) days.
- m. Final adopted budgets shall be posted within thirty (30) days after adoption and remain on District website for two (2) years.
- n. Budget amendments shall be posted within five (5) days after adoption and remain on District website for two (2) years.
- o. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district or a link to the District's most recent final, complete audit report on the Auditor General's website.
- p. A listing of the District's regularly scheduled public meetings as required by s. 189.015(1).
- q. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- r. At least seven (7) days before each meeting or workshop, the agenda of the event, The information must remain on the website for at least one (1) year after the event.

**ADDITIONAL SERVICES:**

**A. Meetings**

- 1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

**B. Financial Reports**

- 1. Modifications and Certification of Special Assessment Allocation Report;



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2. True-Up Analysis;

- a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
- b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

**LITIGATION SUPPORT SERVICES:**



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Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

**ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:**

- A. Issue estoppel letters as needed for property transfers
  - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
  - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
  - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
  - 2. Maintain collection log showing all parcels that have pre-paid assessments.
  - 3. Prepare, execute and issue release of lien to be recorded in public records.



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**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

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

|  | <b>MONTHLY</b>    | <b>ANNUALLY</b> |
|--|-------------------|-----------------|
| Management:                              | \$3,298.67        | \$39,584        |
| Administrative:                          | \$559.75          | \$6,717         |
| Accounting (General Fund):               | \$1,876.92        | \$22,523        |
| Financial & Revenue Collections:         | \$473.17          | \$5,678         |
| Assessment Roll <sup>(1)</sup>           |                   | \$5,678         |
| Continuing Disclosure:                   | \$166.67          | \$2,000         |
| Website Management:                      | \$110.00          | \$1,320         |
| <b>Total Standard On-Going Services:</b> | <b>\$6,485.17</b> | <b>\$83,500</b> |

(1) Assessment Roll is to paid in one lump-sum upon completion.



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| <b>ADDITIONAL SERVICES:</b>   | <b>FREQUENCY</b> | <b>RATE</b>  |
|---|------------------|--------------|
| Extended and Continued Meetings   | Hourly           | \$ 400       |
| Additional Meetings (includes meeting prep, attendance and drafting of minutes) | Hourly           | \$ 400       |
| Estoppel Requests (billed to requestor):  |                  |              |
| One Lot (on tax roll)   | Per Occurrence   | \$ 100       |
| Two+ Lots (on tax roll)   | Per Occurrence   | \$ 125       |
| One Lot (direct billed by the District)   | Per Occurrence   | \$ 100       |
| Two–Five Lots (direct billed by the District)                                   | Per Occurrence   | \$ 150       |
| Six-Nine Lots (direct billed by the District)                                   | Per Occurrence   | \$ 200       |
| Ten+ Lots (direct billed by the District)                                       | Per Occurrence   | \$ 250       |
| Long Term Bond Debt Payoff Requests   | Per Occurrence   | \$ 100/Lot   |
| Two+ Lots   | Per Occurrence   | Upon Request |
| Short Term Bond Debt Payoff Requests &  |                  |              |
| Long Term Bond Debt Partial Payoff Requests                                     |                  |              |
| One Lot   | Per Occurrence   | \$ 125       |
| Two – Five Lots   | Per Occurrence   | \$ 200       |
| Six – Ten Lots  | Per Occurrence   | \$ 300       |
| Eleven – Fifteen Lots   | Per Occurrence   | \$ 400       |
| Sixteen+ Lots   | Per Occurrence   | \$ 500       |
| Bond Amortization Schedules   | Per Occurrence   | \$ 600       |
| Special Assessment Allocation Report  | Per Occurrence   | Upon Request |
| True-Up Analysis/Report   | Per Occurrence   | Upon Request |
| Re-Financing Analysis   | Per Occurrence   | Upon Request |
| Bond Validation Testimony   | Per Occurrence   | Upon Request |
| Bond Issue Certifications/Closing Documents                                     | Per Occurrence   | Upon Request |
| Electronic communications/E-blasts  | Per Occurrence   | Upon Request |
| Special Information Requests  | Hourly           | Upon Request |
| Amendment to District Boundary  | Hourly           | Upon Request |
| Grant Applications  | Hourly           | Upon Request |
| Escrow Agent  | Hourly           | Upon Request |
| Continuing Disclosure/Representative/Agent                                      | Annually         | Upon Request |
| Community Mailings  | Per Occurrence   | Upon Request |
| Response to Extensive Public Records Requests                                   | Hourly           | Upon Request |
| Litigation Support Services   | Hourly           | Upon Request |

**PUBLIC RECORDS REQUESTS FEES:**

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

| <b>JOB TITLE:</b>            | <b>HOURLY RATE:</b> |
|------------------------------|---------------------|
| Regional Manager             | \$ 52.00            |
| District Manager             | \$ 40.00            |
| Accounting & Finance Staff   | \$ 28.00            |
| Administrative Support Staff | \$ 21.00            |



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# **LITIGATION SUPPORT SERVICES:**

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

| <b>JOB TITLE:</b>                     | <b>HOURLY RATE:</b> |
|---------------------------------------|---------------------|
| President                             | \$ 500.00           |
| Chief Financial Officer               | \$ 450.00           |
| Vice President                        | \$ 400.00           |
| Controller                            | \$ 350.00           |
| Regional District Manager             | \$ 300.00           |
| Accounting Director                   | \$ 300.00           |
| Finance Manager                       | \$ 300.00           |
| Senior District Manager               | \$ 275.00           |
| District Manager                      | \$ 250.00           |
| Amenity Services Manager              | \$ 250.00           |
| Business Development Manager          | \$ 250.00           |
| Landscape Inspection Services Manager | \$ 250.00           |
| Financial Analyst                     | \$ 250.00           |
| Senior Accountant                     | \$ 225.00           |
| Landscape Specialist                  | \$ 200.00           |
| Administrative Support Manager        | \$ 200.00           |
| Senior Financial Associate            | \$ 200.00           |
| Senior Administrative Assistant       | \$ 200.00           |
| Staff Accountant II                   | \$ 200.00           |
| District Coordinator                  | \$ 175.00           |
| Administrative Assistant II           | \$ 150.00           |
| District Compliance Associate         | \$ 150.00           |
| Staff Accountant                      | \$ 150.00           |
| Financial Associate                   | \$ 150.00           |
| Administrative Assistant              | \$ 100.00           |
| Accounting Clerk                      | \$ 100.00           |
| Client Relations Specialist           | \$ 100.00           |



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**EXHIBIT C**  
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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## EXHIBIT D

### Public Records Request Policy and Fees

#### **Public Officer, Employee and Staff Policy for Processing Requests for Public Records**

##### **Policy Generally:**

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

##### **Requests for District Records:**

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



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6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

**Processing Responsive Records:**

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



**EXHIBIT E**

Nongovernmental Entity  
Human Trafficking Affidavit  
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

**FURTHER AFFIANT SAYETH NOT.**

**Rizzetta & Company, Incorporated, a  
Florida Corporation**

By: William J. Rizzetta  
Name: William J. Rizzetta  
Title: President



Rizzetta & Company

MJJ 051424






# 2025-10-01 - Heritage Isle at Viera CDD - Contract for District Management Services (consolidated)

Final Audit Report

2025-08-11

|                 |  |
|-----------------|--|
| Created:        | 2025-08-11                                   |
| By:             | Scott Brizendine (sbrizendine@rizzetta.com)  |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAcq5ltjStp_h4m9Ciu696lpVRFsK-YbM3 |

## "2025-10-01 - Heritage Isle at Viera CDD - Contract for District Management Services (consolidated)" History

-  Document created by Scott Brizendine (sbrizendine@rizzetta.com)  
2025-08-11 - 1:17:53 PM GMT
-  Document emailed to Bill Rizzetta (brizzetta@rizzetta.com) for signature  
2025-08-11 - 1:17:59 PM GMT
-  Email viewed by Bill Rizzetta (brizzetta@rizzetta.com)  
2025-08-11 - 3:13:14 PM GMT
-  Document e-signed by Bill Rizzetta (brizzetta@rizzetta.com)  
Signature Date: 2025-08-11 - 3:13:36 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-11 - 3:13:36 PM GMT

**TAB 10**

**RESOLUTION 2025-06**  
**[FY 2026 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Heritage Isle at Viera Community Development District (“**District**”) prior to June 15, 2025, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Heritage Isle at Viera Community Development District for the Fiscal Year Ending September 30, 2026.”



- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF AUGUST, 2025.**

ATTEST:

**HERITAGE ISLE AT VIERA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A:** FY 2026 Budget



**TAB 11**

**RESOLUTION 2025-07**  
**[FY 2026 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Heritage Isle at Viera Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Brevard County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B** ("**Assessment Roll**").
2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**
  - a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
        - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
- 3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2026 installment of the District’s previously levied debt service special assessments (“**Debt Assessments**,” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
- 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
  - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
  - b. **Future Collection Methods.** The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- 5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.



6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

**PASSED AND ADOPTED THIS 26th DAY OF AUGUST, 2025.**

ATTEST:

**HERITAGE ISLE AT VIERA COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Adopted Budget

**Exhibit B:** Assessment Roll

