

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT
DISTRICT**

MAY 4, 2020

AGENDA PACKAGE

Heritage Lake Park Community Development District

Inframark, Infrastructure Management Services 210 North
University Drive, Suite 702 • Coral Springs, Florida 33071
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April 27, 2020

Board of Supervisors
Heritage Lake Park
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Heritage Lake Park Community Development District will be held **Monday, May 4, 2020 at 10:00 a.m. telephonically at 800-747-5150, Meeting Code: 7850675#**. Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. Audience Comments on Agenda Items
5. Approval of Consent Agenda
 - A. Resolution 2020-3 General Election
 - B. Approval of the Minutes from the March 2, 2020 Meeting
 - C. Acceptance of the Financial Statements
 - D. Ratification of Agreements Per Spending Resolution 2017-03
 - i. Action Automatic Door & Gate Proposal #113443
 - ii. John's Electric Motors and WaterWorld Pool Supply Proposal #1407
6. Engineer's Report
 - A. Pool Resurface-Field Observation Report
7. Old Business
 - A. CTC Pressure Cleaning Estimate 3262
 - B. Pool Awning Estimate
 - C. Pool Table Discussion
8. New Business
 - A. Action Automatic Door & Gate Agreement
 - B. Kennedy Electric Service Company of Punta Gorda, Inc. Agreement
 - C. Consideration of Proposal From Kennedy Electric Company of Punta Gorda, Inc. for Repair of Kitchen Outlets
 - D. Lake Littoral Shelf Marker Discussion
 - E. Mailbox Kiosks Discussion
 - F. Opening of Facilities Discussion
9. Manager's Report
 - A. Discussion of Preliminary Fiscal Year 2021 Budget
 - B. Berger, Toombs, Elam, Gaines & Frank February 27, 2020 FY2019 Audit Letter
 - C. Landscape/Irrigation Update
 - D. Field Management Report
 - E. Update on Follow-Up Actions
 - i. Drainage Concern Tract S-5
 - ii. Solitude Service Report

- iii. Insurance Property Schedule Review
- iv. Insurance Policy Update
- 10. Attorney's Report
- 11. Supervisors' Reports, Requests and Comments
- 12. Chairman's Comment
- 13. Audience Comments
- 14. Adjournment

Supporting documents for agenda items are enclosed or will be distributed at the meeting.

The balance of the agenda is routine in nature, and staff will present their reports at the meeting. If you have any questions, please contact me.

Sincerely,

Justin Faircloth

District Manager

Fifth Order of Business

5A

RESOLUTION 2020-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT CONFIRMING THE DISTRICT'S USE OF THE CHARLOTTE COUNTY SUPERVISOR OF ELECTIONS TO CONTINUE CONDUCTING THE DISTRICT'S ELECTION OF SUPERVISORS IN CONJUNCTION WITH THE GENERAL ELECTION

WHEREAS, the Heritage Lake Park Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Charlotte County, Florida; and

WHEREAS, the Board of Supervisors of Heritage Lake Park Community Development District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes and to instruct the Charlotte County Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

WHEREAS, the Supervisor has requested the District adopt a resolution confirming the District's use of the Supervisor for the purpose of conducting the District's future supervisor elections in conjunction with the General Election; and

WHEREAS, the District desires to continue to use the Supervisor for the purpose of conducting the District's supervisor elections in conjunction with the General Election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Board is currently made up of the following individuals: Lawrence Forlano, John Collins, Elizabeth Shella, Douglas Carville, and Paul Eberhardt.

Section 2. The term of office for each member of the Board is as follows:

Supervisor Forlano	Seat 1	four year - expires 11/2022
Supervisor Collins	Seat 2	four year – expires 11/2022
Supervisor Shella	Seat 3	four year – expires 11/2022
Supervisor Carville	Seat 4	four year – expires 11/2020
Supervisor Eberhardt	Seat 5	four year – expires 11/2020

Section 3. Seat 4 currently held by Douglas Carville, and Seat 5 currently held by Paul Eberhardt are scheduled for the General Election in November 2020.

Section 4. Pursuant to section 190.006(8), Florida Statutes, members of the Board shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the Board, not to exceed \$4,800 per year per member.

Section 5. The term of office for the individuals to be elected to the Board in the November 2020 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor to continue conducting the District's elections in conjunction with the General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 4TH DAY OF MAY 2020.

ATTEST:

**HERITAGE LAKE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman

Qualifying to Run for Office

2020 Qualifying Dates

Noon, June 8, 2020 – Noon, June 12, 2020

What happens when you go to the Supervisor of Elections office to qualify? You will file a loyalty oath, a financial disclosure Form 1 and either pay the \$25 qualifying fee or file a certification for 25 signatures.

Qualifying Fees

\$25.00 (Unless qualifying by petition)

Qualifying by Petition

In order to qualify by petition and thereby have the qualifying fee waived, a person needs to gather the signatures of 25 qualified voters residing within the Heritage Lake Park CDD. The Division of Elections has prescribed the format of the petition, a copy of which is attached.

The deadline to submit petitions to the Supervisor of Elections is **Noon, May 11, 2020.** (Candidates must still qualify during the candidate qualifying period.) Please note that petitions may be submitted prior to the deadline.

There is a verification fee of \$.10 per signature to ensure the signers are valid residents within the CDD. Cash is accepted. The Supervisor of Elections recommends bringing your petitions in person.

If you want to campaign, you are permitted to do so as long as you do not expend any funds. If you are going to expend money for signage, business cards, etc., even if it is your own money, you must open a campaign account and will need to file the required forms. You will also need to appoint a campaign treasurer and designate a campaign depository. If campaigning, signatures may not be obtained until the candidate has filed his or her appointment of campaign treasurer and designation of campaign depository.

The District shall publish a notice of the qualifying period set by the Supervisor of Elections for each election at least two weeks prior to the start of the qualifying period.

Contact the Supervisor of Elections for more specific information on qualifying by petition.

Qualifying Officers

The Qualifying Officer for Special District Offices is the Supervisor of Elections.

Charlotte County Supervisor of Elections

Paul A. Stamoulis

226 Taylor Street, Unit 120

Punta Gorda, Florida 33950

(941) 833-5400

soe@charlottevotes.com

www.charlottevotes.com

5B.

**MINUTES OF MEETING
HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Heritage Lake Park Community Development District was held on Monday, March 2, 2020 at the Heritage Lake Park Clubhouse, 25635 Heritage Lake Boulevard, Punta Gorda, Florida

Present and constituting a quorum were:

Paul Eberhardt	Chairman
John Collins	Vice Chairman
Douglas Carville	Assistant Secretary
Lawrence Forlano	Assistant Secretary
Elizabeth Shella	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Residents	

The following is a summary of the actions taken at the March 2, 2020 meeting of the Heritage Lake Park Community Development District Board of Supervisors.

FIRST ORDER OF BUSINESS

Roll Call

The meeting was called to order and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Approval of Agenda

- Add Item 7B, *Fitness Services of Florida Quote 2166/2191*.
- The following handouts were provided to the Board:
 - Quotes from Fitness Services of Florida, Inc.
 - Engineer's Report dated 2/28/20.

On MOTION by Ms. Shella seconded by Mr. Carville with all in favor the agenda was approved as amended.

March 2, 2020

Heritage Lake Park CDD

FOURTH ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

Residents commented on the following items:

- Terrie Latino spoke regarding the awning and a screen or netting for the leaves to prevent them from going in the pool.
- Mr. Hickey spoke regarding pool matters.
- Donna McLean read a letter from Carol Sysma regarding the closing of the pool.

FIFTH ORDER OF BUSINESS

Engineer's Report

- The Engineer's Report was circulated and discussed.
- Mr. Faircloth noted the engineer expressed concerns regarding the flume opening adjacent to the breezeway and recommended fencing be installed. The Board agreed, and Supervisor Collins will obtain proposals for fencing.

SIXTH ORDER OF BUSINESS

Old Business

A. Hess Construction Proposal

- The Hess Construction Proposal was tabled.
- Supervisor's Collins and Eberhardt will obtain additional proposals for the pool awning.

B. Pool Resurfacing Project Discussion

- Mr. Faircloth and Supervisor Collins updated the Board on the pool resurfacing project and the revised start date of April 20, 2020 was approved.

SEVENTH ORDER OF BUSINESS

New Business

A. Kennedy Electric February 11, 2020 Email Proposal

On MOTION by Ms. Shella seconded by Mr. Carville with all in favor the proposal from Kennedy Electric to remove and replace the electrical panel for the fountain in the amount of \$1,500 was approved.

B. Fitness Services of Florida Quote 2166/2191

- Mr. Faircloth discussed repairs versus replacement of the treadmill.

Ms. Shella MOVED to approve Quote #2191 from Fitness Services of Florida, Inc. in the amount of \$2,900 for the purchase of a refurbished treadmill and Mr. Collins seconded the motion.

- As this item was not previously listed on the agenda any questions and comments were requested from the audience.
- There being none,

On VOICE vote with all in favor the prior motion was approved.

EIGHTH ORDER OF BUSINESS

Manager's Report

A. Approval of the Minutes from the February 3, 2020 Meeting

- Mr. Faircloth presented the minutes from the February 3, 2020 meeting and asked if there were any changes or corrections.

On MOTION by Mr. Collins seconded by Ms. Shella with all in favor the minutes of the February 3, 2020 meeting were approved.

B. Acceptance of the Financial Statements

- Mr. Faircloth presented the financials for the period ending January 31, 2020.

Mr. Eberhardt MOVED to accept the financials for the period ending January 31, 2020 and Mr. Collins seconded the motion.

- The option to select a new bank was discussed because of fees and the Board decided to leave as is due to the location of the current bank.

On VOICE vote with all in favor the prior motion was approved.

C. Update on Follow-Up Actions

- Mr. Faircloth updated the Board on the following:

- 111 ➤ Supervisor Shella's new email address has been posted to the website and
112 her new business cards have been received.
- 113 ➤ Status of the foreclosed parcels and next steps.
- 114 ➤ The water heater has been completed in the fitness center.
- 115 ➤ Maintenance Technician staffing was discussed.
- 116 • The pool table was discussed. Supervisor Eberhardt will obtain new proposals for
117 repair or replacement. If Solo is able to complete the repairs this matter will not be
118 discussed at the next meeting.
- 119
- 120 • **Solitude Service Report**
- 121 • The Service History Report was included in the Agenda Package.
- 122
- 123 • **Insurance Property Schedule Review**
- 124 • The Board agreed to having the property schedule with the insurer updated
125 to include all seven irrigation pumps.
- 126

NINTH ORDER OF BUSINESS**Attorney's Report**

- 127
- 128 • Mr. Faircloth discussed the status of the foreclosed parcels and next steps
129 during the *Manager's Report*.
- 130

TENTH ORDER OF BUSINESS**Supervisors' Reports,
Requests and Comments**

- 131
- 132
- 133 • Supervisor Collins commented on the work completed by Copeland Southern
134 Enterprises, Inc. and discussed looking into a proposal with Pest Eliminators to
135 pressure wash/clean the back wall.
- 136 • Supervisor Carville reported on the Resident's Hour meeting and resident
137 correspondence.
- 138

ELEVENTH ORDER OF BUSINESS**Chairman's Comments**

- 139
- 140 • None.
- 141

TWELFTH ORDER OF BUSINESS**Audience Comments**

- 142
- 143 • Joyce Skwiot discussed the littoral markers.
- 144 • Elaine Sarkisian discussed communication, Supervisors, email to the
145 District Manager, events, kitchen outlets, and the pool table.

146

147 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

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On MOTION by Mr. Eberhardt seconded by Mr. Carville with all in favor the meeting was adjourned at 11:10 a.m.
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155 _____
Justin Faircloth

156 Secretary

Paul Eberhardt

Chairman

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Heritage Lake Park
Community Development District

Financial Report

March 31, 2020



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**Heritage Lake Park
Community Development District**

Financial Statements

(Unaudited)

March 31, 2020

Balance Sheet
March 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 140,692	\$ -	\$ 140,692
Cash On Hand/Petty Cash	800	-	800
Assessments Receivable	48,323	15,207	63,530
Allow-Doubtful Collections	(48,323)	(15,207)	(63,530)
Investments:			
Money Market Account	426,432	-	426,432
Prepayment Account	-	939	939
Reserve Fund	-	139,018	139,018
Revenue Fund	-	192,560	192,560
Prepaid Items	5,569	-	5,569
TOTAL ASSETS	\$ 573,493	\$ 332,517	\$ 906,010
<u>LIABILITIES</u>			
Accounts Payable	\$ 6,432	\$ -	\$ 6,432
TOTAL LIABILITIES	6,432	-	6,432

Balance Sheet
March 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	TOTAL
FUND BALANCES			
Nonspendable:			
Prepaid Items	5,569	-	5,569
Restricted for:			
Debt Service	-	332,517	332,517
Assigned to:			
Operating Reserves	53,734	-	53,734
Reserves - Capital Projects	76,536	-	76,536
Reserves - Legal	35,000	-	35,000
Reserves - Roadways	87,660	-	87,660
Reserves - Stormwater System	21,878	-	21,878
Reserve - Wall	73,429	-	73,429
Unassigned:	213,255	-	213,255
TOTAL FUND BALANCES	\$ 567,061	\$ 332,517	\$ 899,578
TOTAL LIABILITIES & FUND BALANCES	\$ 573,493	\$ 332,517	\$ 906,010

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-20 BUDGET	MAR-20 ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 5,000	\$ 2,502	\$ 2,033	\$ (469)	40.66%	\$ 417	\$ 569	\$ 152
Hurricane Irma FEMA Refund	-	-	811	811	0.00%	-	-	-
Recreational Activity Fees	8,000	4,000	7,225	3,225	90.31%	667	2,465	1,798
Special Assmnts- Tax Collector	633,237	613,345	593,176	(20,169)	93.67%	35,983	11,532	(24,451)
Special Assmnts- CDD Collected	66,425	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(25,329)	(24,534)	(22,651)	1,883	89.43%	(1,439)	(115)	1,324
Allowance Uncollected Assem.	(66,425)	-	-	-	0.00%	-	-	-
Settlements	-	-	13,479	13,479	0.00%	-	9,529	9,529
Other Miscellaneous Revenues	500	250	935	685	187.00%	42	(806)	(848)
Gate Bar Code/Remotes	200	110	1,758	1,648	879.00%	15	285	270
TOTAL REVENUES	621,608	595,673	596,766	1,093	96.00%	35,685	23,459	(12,226)

EXPENDITURES

Administration

P/R-Board of Supervisors	12,000	6,000	5,800	200	48.33%	1,000	1,200	(200)
FICA Taxes	918	459	444	15	48.37%	77	92	(15)
ProfServ-Arbitrage Rebate	600	-	-	-	0.00%	-	-	-
ProfServ-Dissemination Agent	1,093	-	-	-	0.00%	-	-	-
ProfServ-Engineering	4,000	2,000	2,363	(363)	59.08%	333	-	333
ProfServ-Legal Services	24,844	10,565	47,230	(36,665)	190.11%	1,761	1,606	155
ProfServ-Mgmt Consulting Serv	56,948	28,474	28,787	(313)	50.55%	4,746	4,746	-
ProfServ-Trustee Fees	5,000	5,000	4,771	229	95.42%	-	-	-
ProfServ-Web Site Development	1,278	639	639	-	50.00%	107	107	-
Auditing Services	3,850	-	-	-	0.00%	-	-	-
Postage and Freight	600	300	255	45	42.50%	50	26	24
Insurance - General Liability	2,859	2,859	5,170	(2,311)	180.83%	-	-	-
Public Officials Insurance	-	-	2,553	(2,553)	0.00%	-	-	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-20 BUDGET	MAR-20 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Printing and Binding	1,800	900	-	900	0.00%	150	-	150
Legal Advertising	900	700	718	(18)	79.78%	-	-	-
Misc-Bank Charges	600	300	61	239	10.17%	50	-	50
Misc-Assessmnt Collection Cost	12,665	12,267	11,410	857	90.09%	720	228	492
Misc-Contingency	3,856	2,000	2,289	(289)	59.36%	-	69	(69)
Office Supplies	35	-	-	-	0.00%	-	-	-
Annual District Filing Fee	175	175	175	-	100.00%	-	-	-
Total Administration	134,021	72,638	112,665	(40,027)	84.07%	8,994	8,074	920
Field								
ProfServ-Field Management	5,562	2,781	2,781	-	50.00%	464	464	-
ProfServ-Wetlands	10,680	5,340	5,340	-	50.00%	890	890	-
Contracts-Landscape	61,500	30,750	34,625	(3,875)	56.30%	5,125	5,900	(775)
Contracts-Buffer Wall	5,600	5,600	6,800	(1,200)	121.43%	-	-	-
R&M-General	9,600	4,800	1,729	3,071	18.01%	800	1,504	(704)
R&M-Other Landscape	-	-	1,100	(1,100)	0.00%	-	-	-
R&M-Irrigation	20,000	10,000	6,058	3,942	30.29%	1,667	-	1,667
R&M-Lake	5,000	2,500	5,000	(2,500)	100.00%	417	5,000	(4,583)
R&M-Mulch	5,000	5,000	5,390	(390)	107.80%	-	-	-
R&M-Sidewalks	3,000	1,500	-	1,500	0.00%	250	-	250
R&M-Trees and Trimming	5,995	3,000	2,905	95	48.46%	500	-	500
R&M-Lights	3,000	1,500	1,165	335	38.83%	250	249	1
R&M-Wall	8,000	4,002	18	3,984	0.23%	667	-	667
Misc-Contingency	7,473	3,738	75	3,663	1.00%	623	-	623
Total Field	150,410	80,511	72,986	7,525	48.52%	11,653	14,007	(2,354)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-20 BUDGET	MAR-20 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Utilities</u>								
Communication - Telephone	708	354	248	106	35.03%	59	42	17
Electricity - General	5,500	2,748	2,722	26	49.49%	458	482	(24)
Misc-Internet Services	2,458	1,229	1,112	117	45.24%	205	206	(1)
Total Utilities	8,666	4,331	4,082	249	47.10%	722	730	(8)
<u>Gatehouse</u>								
Towing Services	250	-	-	-	0.00%	-	-	-
Contracts-Gates	1,080	-	-	-	0.00%	-	-	-
Contracts-Security System	58,667	29,334	28,264	1,070	48.18%	4,889	4,634	255
Electricity - General	2,800	1,400	1,313	87	46.89%	233	196	37
R&M-Buildings	500	252	384	(132)	76.80%	42	384	(342)
R&M-Gate	3,000	1,500	59	1,441	1.97%	250	-	250
Misc-Contingency	5,000	2,502	1,212	1,290	24.24%	417	-	417
Total Gatehouse	71,297	34,988	31,232	3,756	43.81%	5,831	5,214	617
<u>Clubhouse and Recreation</u>								
Payroll-Salaries	18,000	9,000	8,850	150	49.17%	1,500	1,429	71
Payroll Taxes	1,377	689	121	568	8.79%	115	20	95
Workers' Compensation	490	-	-	-	0.00%	-	-	-
Fire Alarm Monitoring	540	270	270	-	50.00%	-	-	-
Contracts-Fountain	664	332	340	(8)	51.20%	-	-	-
Contracts-Security Camera	550	550	550	-	100.00%	-	-	-
Contracts-Pools	8,400	4,200	4,200	-	50.00%	700	700	-
Contracts-Cleaning Services	10,740	5,370	4,381	989	40.79%	895	-	895
Contracts-HVAC	2,353	1,968	1,968	-	83.64%	1,968	1,968	-
Contracts-Pest Control	1,800	900	900	-	50.00%	150	150	-
Contracts-Security System	6,840	3,420	4,240	(820)	61.99%	570	775	(205)
Pest Control - Bldg/Gnds	1,620	810	-	810	0.00%	135	-	135

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-20 BUDGET	MAR-20 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Contractual Maint. Services	13,520	6,762	5,725	1,037	42.34%	1,127	260	867
Electricity - General	23,000	11,500	10,047	1,453	43.68%	1,917	1,146	771
Utility - Refuse Removal	2,609	1,305	1,658	(353)	63.55%	217	277	(60)
Utility - Water & Sewer	5,600	2,802	2,489	313	44.45%	467	490	(23)
Insurance - Property	33,079	33,079	25,867	7,212	78.20%	-	-	-
Insurance - Vehicle	-	-	500	(500)	0.00%	-	-	-
R&M-General	4,000	2,000	4,330	(2,330)	108.25%	333	117	216
R&M-Fountain	500	252	156	96	31.20%	42	-	42
R&M-Pools	23,657	11,826	5,093	6,733	21.53%	1,971	5,084	(3,113)
R&M-Tennis Courts	1,000	498	44	454	4.40%	83	-	83
R&M-Fitness Equipment	3,000	1,502	3,595	(2,093)	119.83%	238	2,900	(2,662)
R&M-Fitness Center	2,000	1,002	1,420	(418)	71.00%	167	-	167
R&M-Security Cameras	1,000	498	135	363	13.50%	83	-	83
R&M-Backflow Inspection	154	154	154	-	100.00%	-	-	-
Fire Ext Inspection & Repairs	500	500	-	500	0.00%	-	-	-
R&M-Fire Alarm	500	250	-	250	0.00%	250	-	250
Fire Alarm Inspection	200	100	-	100	0.00%	100	-	100
R&M-Fire Sprinklers	500	500	2,793	(2,293)	558.60%	-	-	-
R&M - Computer/Internet	1,500	1,050	470	580	31.33%	750	-	750
Misc-Cable TV Expenses	1,800	900	692	208	38.44%	150	116	34
Misc-Clubhouse Activities	4,800	4,360	7,381	(3,021)	153.77%	-	700	(700)
Misc-Contingency	30,500	15,252	12,414	2,838	40.70%	2,542	12,414	(9,872)
Office Supplies	3,000	1,500	646	854	21.53%	250	123	127
Cleaning Supplies	2,600	1,350	173	1,177	6.65%	225	-	225
Cleaning Services	500	-	-	-	0.00%	-	-	-
Cap Outlay - Other	23,870	23,780	42,539	(18,759)	178.21%	-	-	-
Total Clubhouse and Recreation	236,763	150,231	154,141	(3,910)	65.10%	16,791	28,669	(11,878)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-20 BUDGET	MAR-20 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Reserves</u>								
Reserve - Roadways	29,220	6,700	6,675	25	22.84%	-	-	-
Reserve-Stormwater System	29,220	12,500	12,471	29	42.68%	12,500	12,471	29
Reserves - Wall	28,435	-	-	-	0.00%	-	-	-
Total Reserves	86,875	19,200	19,146	54	22.04%	12,500	12,471	29
TOTAL EXPENDITURES & RESERVES	688,032	361,899	394,252	(32,353)	57.30%	56,491	69,165	(12,674)
Excess (deficiency) of revenues Over (under) expenditures	(66,424)	233,774	202,514	(31,260)	n/a	(20,806)	(45,706)	(24,900)
<u>OTHER FINANCING SOURCES (USES)</u>								
Contribution to (Use of) Fund Balance	(66,424)	-	-	-	0.00%	-	-	-
TOTAL FINANCING SOURCES (USES)	(66,424)	-	-	-	0.00%	-	-	-
Net change in fund balance	\$ (66,424)	\$ 233,774	\$ 202,514	\$ (31,260)	n/a	\$ (20,806)	\$ (45,706)	\$ (24,900)
FUND BALANCE, BEGINNING (OCT 1, 2019)	364,547	364,547	364,547					
FUND BALANCE, ENDING	\$ 298,123	\$ 598,321	\$ 567,061					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-20 BUDGET	MAR-20 ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 3,000	\$ 1,500	\$ 1,395	\$ (105)	46.50%	\$ 250	\$ 191	\$ (59)
Special Assmnts- Tax Collector	180,800	167,693	168,770	1,077	93.35%	4,972	3,422	(1,550)
Special Assmnts- CDD Collected	19,854	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(7,232)	(6,708)	(6,440)	268	89.05%	(199)	(34)	165
Allowance Uncollected Assem.	(19,854)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	176,568	162,485	163,725	1,240	92.73%	5,023	3,579	(1,444)
EXPENDITURES								
Administration								
Misc-Assessmnt Collection Cost	3,616	3,353	3,247	106	89.80%	99	68	31
Total Administration	3,616	3,353	3,247	106	89.80%	99	68	31
Debt Service								
Principal Debt Retirement	75,000	-	-	-	0.00%	-	-	-
Principal Prepayments	-	-	5,000	(5,000)	0.00%	-	-	-
Interest Expense	112,575	56,288	56,288	-	50.00%	-	-	-
Total Debt Service	187,575	56,288	61,288	(5,000)	32.67%	-	-	-
TOTAL EXPENDITURES	191,191	59,641	64,535	(4,894)	33.75%	99	68	31
Excess (deficiency) of revenues								
Over (under) expenditures	(14,623)	102,844	99,190	(3,654)	n/a	4,924	3,511	(1,413)
OTHER FINANCING SOURCES (USES)								
Contribution to (Use of) Fund Balance	(14,623)	-	-	-	0.00%	-	-	-
TOTAL FINANCING SOURCES (USES)	(14,623)	-	-	-	0.00%	-	-	-
Net change in fund balance	\$ (14,623)	\$ 102,844	\$ 99,190	\$ (3,654)	n/a	\$ 4,924	\$ 3,511	\$ (1,413)
FUND BALANCE, BEGINNING (OCT 1, 2019)	233,327	233,327	233,327					
FUND BALANCE, ENDING	\$ 218,704	\$ 336,171	\$ 332,517					

Heritage Lake Park
Community Development District

Supporting Schedules

March 31, 2020

Non-Ad Valorem Special Assessments Charlotte County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2020

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Series 2005 Debt Service Fund
Assessments Levied FY 2019 Allocation %				\$ 814,037 100%	\$ 633,237 78%	\$ 180,800 22%
Real Estate Installment						
11/08/19	\$ 10,829	\$ 616	\$ 221	\$ 11,666	\$ 8,952	\$ 2,713
Real Estate Current						
11/15/19	7,014	298	143	7,456	5,766	1,690
11/21/19	43,999	1,871	898	46,767	36,038	10,730
11/27/19	65,161	2,771	1,330	69,261	53,336	15,926
12/05/19	93,219	3,964	1,902	99,085	76,400	22,684
12/12/19	217,883	9,264	4,447	231,593	178,747	52,846
12/27/19	80,943	3,442	1,652	86,037	66,309	19,727
01/09/20	147,060	5,839	3,001	155,900	125,823	30,077
02/12/20	37,582	878	767	39,227	30,272	8,956
03/12/20	14,508	150	296	14,954	11,532	3,422
TOTAL	\$ 718,198	\$ 29,091	\$ 14,657	\$ 761,946	\$ 593,176	\$ 168,770
% COLLECTED				93.60%	93.67%	93.35%
TOTAL OUTSTANDING				\$ 52,090	\$ 40,061	\$ 12,030

Cash and Investment Balances
March 31, 2020

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Public Funds Checking	Synovus		0.00%	\$ 140,692
Cash On Hand/Petty Cash				800
			Subtotal	\$ 141,492
Public Funds Money Market Variance Account	Bank United		1.05%	55,603
Government Interest Checking	Money Market Valley National Bank		1.37%	370,829
			Subtotal	\$ 426,432
DEBT SERVICE FUND				
Series 2005 Repayment Account	U.S. Bank		0.01%	939
Series 2005 Reserve Fund	U.S. Bank		0.01%	139,018
Series 2005 Revenue Fund	U.S. Bank		0.01%	192,560
			Subtotal	\$ 332,517 (1)
			Total	\$ 900,442

Note 1 - Invested in U.S. Bank First American Government Obligation Fund

Heritage Lake Park CDD

Bank Reconciliation

Bank Account No. 9900 SYNOVUS GF CHECKING
Statement No. 03-20
Statement Date 3/31/2020

G/L Balance (LCY)	140,692.37	Statement Balance	147,431.31
G/L Balance	140,692.37	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	147,431.31
Subtotal	140,692.37	Outstanding Checks	6,738.94
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	140,692.37	Ending Balance	140,692.37
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
2/17/2020	Payment	10204	DEBBI WARING	148.38	0.00	148.38
3/19/2020	Payment	10234	FEDEX	29.64	0.00	29.64
3/19/2020	Payment	10235	HIDDEN EYES LLC	5,433.95	0.00	5,433.95
3/26/2020	Payment	10246	BONNIE OBERSON	227.03	0.00	227.03
3/26/2020	Payment	10247	KENNEDY ELECTRIC CO OF PUNTA GORD	249.31	0.00	249.31
3/26/2020	Payment	10248	LAURA COLLINS	122.94	0.00	122.94
3/26/2020	Payment	10249	LINDA ROSS	177.69	0.00	177.69
3/26/2020	Payment	10250	PETER OBERSON	350.00	0.00	350.00
Total Outstanding Checks.....				6,738.94		6,738.94

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 3/1/20 to 3/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
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BANK UNITED - MMA - (ACCT# XXXX9758)

Check	2514	03/20/20	Vendor	HERITAGE LAKE PARK CDD	032020-9758	TRFR FR BU TO CHKG	Due From Other Funds	131000	\$150,000.00
									Account Total
									\$150,000.00

SYNOVUS GF CHECKING - (ACCT# XXXX9900)

Check	10213	03/02/20	Vendor	INFRAMARK, LLC	48990	FEB:2020:MGMT:FEES	ProfServ-Mgmt:Consulting:Serv	001-531027-51201	\$4,745.67
Check	10213	03/02/20	Vendor	INFRAMARK, LLC	48990	FEB:2020:MGMT:FEES	ProfServ-Field:Management	001-531016-53901	\$463.50
Check	10213	03/02/20	Vendor	INFRAMARK, LLC	48990	FEB:2020:MGMT:FEES	ProfServ-Web:Site:Development	001-531047-51301	\$106.50
Check	10213	03/02/20	Vendor	INFRAMARK, LLC	48990	FEB:2020:MGMT:FEES	Contractual:Maint:Services	001-534378-57212	\$1,170.00
Check	10214	03/02/20	Vendor	A+TOZ(JMZ)INC	4561	COMPUTER/INTERNET:REPAIRS	R&M- Computer/Internet	001-546915-57212	\$145.00
Check	10215	03/02/20	Vendor	FEDEX	6-937-72387	FEB:FEDEX	Postage:and:Freight	001-541006-51301	\$17.41
Check	10216	03/02/20	Vendor	SAM'S CLUB DIRECT	59591-022020	FEB:PURCHASES	OFFICE:SUPPLIES	001-551002-57212	\$76.98
Check	10217	03/02/20	Vendor	COPELAND SOUTHERN ENTERPRISES INC	1072	POOL:DECK:CONCRETE:FLUME:SPILLWAY	R&M-Lake	001-546042-53901	\$5,000.00
Check	10217	03/02/20	Vendor	COPELAND SOUTHERN ENTERPRISES INC	1072	POOL:DECK:CONCRETE:FLUME:SPILLWAY	Reserve-Stormwater:System	001-568169-53901	\$8,575.00
Check	10217	03/02/20	Vendor	COPELAND SOUTHERN ENTERPRISES INC	1072	POOL:DECK:CONCRETE:FLUME:SPILLWAY	Reserve-Stormwater:System	001-568169-53901	\$3,896.00
Check	10217	03/02/20	Vendor	COPELAND SOUTHERN ENTERPRISES INC	1072	POOL:DECK:CONCRETE:FLUME:SPILLWAY	R&M-Pools	001-546074-57212	\$4,979.00
Check	10218	03/02/20	Vendor	FITNESS SERVICES OF FLORIDA INC	21398	FITNESS:EQUIP:REPAIRS	R&M-Fitness:Equipment	001-546115-57212	\$145.00
Check	10219	03/02/20	Vendor	GRANDE AIRE SERVICES INC	S599326	SPARE:BELTS	R&M-General	001-546001-57212	\$215.82
Check	10220	03/02/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00352298	REPLACED:FOUNTAIN:LIGHTS	R&M-Fountain	001-546032-57212	\$155.68
Check	10221	03/02/20	Vendor	SUNLAND PAVING COMPANY	26019	ASPHALT:REPAIRS:2/4/20	Reserve- Roadways	001-568138-58100	\$6,675.00
Check	10222	03/02/20	Vendor	RESURRECTION POOLS, LLC	22793-DEP	DEPOSIT:FOR:4/1/20:START:DATE	Cap:Outlay:- Other	001-564002-57212	\$12,000.00
Check	10223	03/02/20	Vendor	RESURRECTION POOLS, LLC	22794	POOL:RESTORATIONS	Cap:Outlay:- Other	001-564002-57212	\$30,539.00
Check	10224	03/04/20	Vendor	WASTE MANAGEMENT INC OF FLORIDA	9807775-0336-1	MAR:WASTE:SVCS	Utility:- Refuse:Removal	001-543020-57212	\$276.52
Check	10225	03/04/20	Vendor	COVERALL NORTH AMERICA INC	CM1160255700	Credit:for:Tax:charge:applied:to:inv:1160255082	Contracts-Cleaning:Services	001-534082-57212	(\$55.73)
Check	10225	03/04/20	Vendor	COVERALL NORTH AMERICA INC	1160255082	DEC:PRORATED:CLEANING:SVCS	Contracts-Cleaning:Services	001-534082-57212	\$851.93
Check	10225	03/04/20	Vendor	COVERALL NORTH AMERICA INC	1160255692	JAN:CLEANING:SVCS	Contracts-Cleaning:Services	001-534082-57212	\$1,035.00
Check	10225	03/04/20	Vendor	COVERALL NORTH AMERICA INC	1160256343	FEB:CLEANING:SVCS	Contracts-Cleaning:Services	001-534082-57212	\$1,035.00
Check	10226	03/06/20	Employee	ELIZABETH R. SHELLA	PAYROLL	March:06,:2020:Payroll:Posting			\$369.40
Check	10227	03/06/20	Employee	PAUL R. EBERHARDT	PAYROLL	March:06,:2020:Payroll:Posting			\$184.70
Check	10228	03/06/20	Employee	LAWRENCE G. FORLANO	PAYROLL	March:06,:2020:Payroll:Posting			\$184.70
Check	10229	03/11/20	Vendor	PERSSON, COHEN & MOONEY, P.A.	23634	MASSEY:THRU:FEB:2020	ProfServ-Legal:Services	001-531023-51401	\$1,099.75
Check	10229	03/11/20	Vendor	PERSSON, COHEN & MOONEY, P.A.	23630	GEN:MATTERS:THRU:FEB:2020	ProfServ-Legal:Services	001-531023-51401	\$385.50
Check	10230	03/11/20	Vendor	KENNEDY ELECTRIC CO OF PUNTA GORDA INC	18430	REPLACE:SURGE:PROTECTION	R&M-Buildings	001-546012-53904	\$325.00
Check	10231	03/19/20	Vendor	WENZEL ELECTRICAL SERVICES INC	231744	2ND:QTR:ALARM:MONITORING:APR-JUN	FIRE:ALARM:MONITORING	155000	\$135.00
Check	10232	03/19/20	Vendor	DONE:RIGHT:POOL:HEATING:&A/C:INC	150655	REPAIR:HEAT:PUMPS	R&M-Pools	001-546074-57212	\$105.00
Check	10233	03/19/20	Vendor	PINNACLE LAWN AND LANDSCAPE SERVICE INC	25425	MARCH:LANDSCAPE:MAINT	Contracts-Landscape	001-534050-53901	\$5,900.00
Check	10234	03/19/20	Vendor	FEDEX	6-952-76109	FEB:FEDEX	Postage:and:Freight	001-541006-51301	\$29.64
Check	10235	03/19/20	Vendor	HIDDEN EYES LLC	688292	APRIL:GATE:MONITORING:CLUBHOUSE	Prepaid:Items	155000	\$5,433.95
Check	10236	03/19/20	Vendor	KENNEDY ELECTRIC CO OF PUNTA GORDA INC	18429	REPAIR:TO:KITCHEN:OUTLETS	R&M-General	001-546001-57212	\$105.00
Check	10237	03/19/20	Vendor	PEST:ELIMINATORS INC	89694	3/11/20:PEST:CONTROL	Pest:Control:- Bldg/Gnds	001-534355-57212	\$150.00

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 3/1/20 to 3/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
Check	10238	03/19/20	Vendor	BRYANT MILLER OLIVE P A	71536	COLLECTION/FORECLOSURE OF SPEC ASSESS	ProfServ-Legal Services	001-531023-51401	\$1,330.00
Check	10239	03/19/20	Vendor	FITNESS SERVICES OF FLORIDA INC	21509	REFURBISH LIFE FITNESS 95T TREADMILL	R&M-Fitness Equipment	001-546115-57212	\$2,900.00
Check	10240	03/19/20	Vendor	GRANDE AIRE SERVICES INC	C90011	ICE MACHINE MAINT	Misc-Contingency	001-549900-57212	\$385.00
Check	10240	03/19/20	Vendor	GRANDE AIRE SERVICES INC	C90010	AIR CONDITIONING MAINT	Contracts-HVAC	001-534087-57212	\$1,968.00
Check	10241	03/19/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00373036	MAR WETLAND MGMT SVCS	ProfServ-Wetlands	001-531048-53901	\$400.00
Check	10241	03/19/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00373035	MAR LAKE/POND MGMT SVCS	ProfServ-Wetlands	001-531048-53901	\$490.00
Check	10242	03/19/20	Vendor	SUNSHINE ACE HARDWARE INC	022520-900376		NUTS/BOLTS/FASTENERS/SCREENS	001-546001-53901	\$60.12
Check	10242	03/19/20	Vendor	SUNSHINE ACE HARDWARE INC	022520-900376		BUMPER SCREW	001-546001-53901	\$2.99
Check	10242	03/19/20	Vendor	SUNSHINE ACE HARDWARE INC	022520-900376		BLACKTOP REPAIR	001-546001-53901	\$27.98
Check	10242	03/19/20	Vendor	SUNSHINE ACE HARDWARE INC	022520-900376		BIKE RACK REPAIRS	001-546001-53901	\$5.18
Check	10242	03/19/20	Vendor	SUNSHINE ACE HARDWARE INC	022520-900376		DOOR HANDLE FOR KITCHEN DOOR	001-546001-57212	\$12.99
Check	10243	03/19/20	Vendor	NEICE RESTORATION LLC	031020	WATER DAMAGE REMEDIATION & REPAIRS	Misc-Contingency	001-549900-57212	\$12,029.30
Check	10244	03/26/20	Vendor	HERITAGE LAKE PARK C/O US BANK N A	032020-2005	TRSF TAX COLLECTIONS SER 2005	Due From Other Funds	131000	\$129,898.33
Check	10245	03/26/20	Vendor	INFRAMARK LLC	49761	MAR 2020 MGMT FEES	ProfServ-Mgmt Consulting/Serv	001-531027-51201	\$4,745.67
Check	10245	03/26/20	Vendor	INFRAMARK LLC	49761	MAR 2020 MGMT FEES	ProfServ-Field Management	001-531016-53901	\$463.50
Check	10245	03/26/20	Vendor	INFRAMARK LLC	49761	MAR 2020 MGMT FEES	Postage and Freight	001-541006-51301	\$26.00
Check	10245	03/26/20	Vendor	INFRAMARK LLC	49761	MAR 2020 MGMT FEES	ProfServ-Web Site Development	001-531047-51301	\$106.50
Check	10245	03/26/20	Vendor	INFRAMARK LLC	49761	MAR 2020 MGMT FEES	Contractual Maint Services	001-534378-57212	\$260.00
Check	10246	03/26/20	Vendor	BONNIE OBERSON	031720	BRATS/BEER PARTY	Misc-Clubhouse Activities	001-549120-57212	\$227.03
Check	10247	03/26/20	Vendor	KENNEDY ELECTRIC CO OF PUNTA GORDA INC	18491	REPLACE 100 WATT LAMP ON HLB	R&M-Lights	001-546133-53901	\$249.31
Check	10248	03/26/20	Vendor	LAURA COLLINS	031720	ENT BRATS/BEER PARTY	Misc-Clubhouse Activities	001-549120-57212	\$111.66
Check	10248	03/26/20	Vendor	LAURA COLLINS	031720	ENT BRATS/BEER PARTY	Misc-Clubhouse Activities	001-549120-57212	\$11.28
Check	10249	03/26/20	Vendor	LINDA ROSS	022920-PC	FEB PETTY CASH	RUMMAGE SALE	001-549120-57212	\$33.21
Check	10249	03/26/20	Vendor	LINDA ROSS	022920-PC	FEB PETTY CASH	FOOD TRAYS	001-549120-57212	\$12.95
Check	10249	03/26/20	Vendor	LINDA ROSS	022920-PC	FEB PETTY CASH	FOOD TRAYS	001-549120-57212	\$35.98
Check	10249	03/26/20	Vendor	LINDA ROSS	022920-PC	FEB PETTY CASH	RUMMAGE SALE	001-549120-57212	\$62.00
Check	10249	03/26/20	Vendor	LINDA ROSS	022920-PC	FEB PETTY CASH	ELVIS PARTY	001-549120-57212	\$43.68
Check	10249	03/26/20	Vendor	LINDA ROSS	022920-PC	FEB PETTY CASH	ELVIS PARTY	001-549120-57212	\$9.18
Check	10249	03/26/20	Vendor	LINDA ROSS	022920-PC	FEB PETTY CASH	ELVIS PARTY	001-549120-57212	\$100.00
Check	10249	03/26/20	Vendor	LINDA ROSS	022920-PC	FEB PETTY CASH	overpayment Oct Worksheet	001-549120-57212	(\$119.31)
Check	10250	03/26/20	Vendor	PETER OBERSON	031720	ENT FOR BRATS/BEER PARTY	Misc-Clubhouse Activities	001-549120-57212	\$350.00
ACH	DD829	03/12/20	Vendor	CHARLOTTE COUNTY UTILITIES	022120-125125 ACH	1/17-2/19/20 WTR UTILITY ACH	137378-125125	001-543021-57212	\$581.11
ACH	DD830	03/12/20	Vendor	CHARLOTTE COUNTY UTILITIES	022120-121310 ACH	1/17-2/19/20 WTR UTILITY ACH	137378-121310	001-543021-57212	\$59.04
ACH	DD831	03/04/20	Employee	LINDA C ROSS	PAYROLL	March 04, 2020 Payroll Posting			\$552.63
ACH	DD832	03/06/20	Employee	DOUGLAS L CARVILLE	PAYROLL	March 06, 2020 Payroll Posting			\$154.70
ACH	DD833	03/06/20	Employee	JOHN COLLINS	PAYROLL	March 06, 2020 Payroll Posting			\$184.70
ACH	DD834	03/14/20	Vendor	COMCAST	022320-3872 ACH	8535/10.060.0813872/3/6-4/5/20	Misc-Internet Services	001-549031-53903	\$121.85
ACH	DD835	03/18/20	Vendor	VALLEY NATIONAL BANK	022120-6536 ACH	JAN/FEB PURCHASES	OFFICE SUPPLIES	001-551002-57212	\$24.25
ACH	DD835	03/18/20	Vendor	VALLEY NATIONAL BANK	022120-6536 ACH	JAN/FEB PURCHASES	FITNESS EQUIP	001-546137-57212	\$65.22
ACH	DD835	03/18/20	Vendor	VALLEY NATIONAL BANK	022120-6536 ACH	JAN/FEB PURCHASES	WIPES	001-546137-57212	\$106.36
ACH	DD835	03/18/20	Vendor	VALLEY NATIONAL BANK	022120-6536 ACH	JAN/FEB PURCHASES	OFFICE SUPPLIES	001-551002-57212	\$61.47
ACH	DD835	03/18/20	Vendor	VALLEY NATIONAL BANK	022120-6536 ACH	JAN/FEB PURCHASES	BIKE RACK REPAIRS	001-546001-53901	\$18.36
ACH	DD835	03/18/20	Vendor	VALLEY NATIONAL BANK	022120-6536 ACH	JAN/FEB PURCHASES	BIKE RACK REPAIRS	001-546001-53901	(\$18.36)

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 3/1/20 to 3/31/20

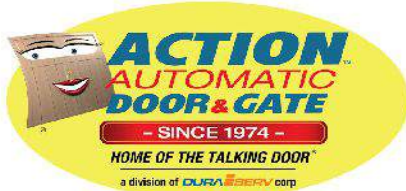
(Sorted by Check / ACH No.)

Pymt Type	Check/ACH No	Date	Payee Type	Payee	Invoice No	Payment Description	Invoice/GL Description	GL Account #	Amount Paid
ACH	DD835	03/18/20	Vendor	VALLEY NATIONAL BANK	022120-6536	JAN/FEB PURCHASES	BIKE/RACK REPAIRS	001-546001-53901	\$25.22
ACH	DD835	03/18/20	Vendor	VALLEY NATIONAL BANK	022120-6536	JAN/FEB PURCHASES	BIKE/RACK	001-546001-57212	\$399.90
ACH	DD836	03/18/20	Employee	LINDA C. ROSS	PAYROLL	March 18, 2020 Payroll Posting			\$578.74
ACH	DD837	03/27/20	Vendor	COMCAST	030620-2663	8535/10.060.0862663/3/19-4/18/20	Misc-Internet Services	001-549031-53903	\$84.59
ACH	DD837	03/27/20	Vendor	COMCAST	030620-2663	8535/10.060.0862663/3/19-4/18/20	Communication- Telephone	001-541003-53903	\$41.67
ACH	DD837	03/27/20	Vendor	COMCAST	030620-2663	8535/10.060.0862663/3/19-4/18/20	Misc-Cable TV/Expenses	001-549039-57212	\$116.44
ACH	DD838	03/23/20	Vendor	FPL	031120	BILL PRD 2/11-3/11/20	Electricity- General	001-543006-53903	\$405.44
ACH	DD838	03/23/20	Vendor	FPL	031120	BILL PRD 2/11-3/11/20	Electricity- General	001-543006-53904	\$191.99
ACH	DD838	03/23/20	Vendor	FPL	031120	BILL PRD 2/11-3/11/20	Electricity- General	001-543006-57212	\$1,595.01
ACH	DD840	03/01/20	Vendor	COMCAST	020620-2663	8535/10.060.0862663/2/19-3/18/20	Misc-Internet Services	001-549031-53903	\$84.59
ACH	DD840	03/01/20	Vendor	COMCAST	020620-2663	8535/10.060.0862663/2/19-3/18/20	Communication- Telephone	001-541003-53903	\$41.67
ACH	DD840	03/01/20	Vendor	COMCAST	020620-2663	8535/10.060.0862663/2/19-3/18/20	Misc-Cable TV/Expenses	001-549039-57212	\$116.44
Account Total									\$258,287.48

Total Amount Paid	\$408,287.48
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Total Amount Paid Breakdown by Fund	
Fund	Amount
General Fund- 001	278,389.15
Series 2005 Debt Service Fund- 202	129,898.33
Total	408,287.48

5Di.



11360 Metro Pkwy
Ft Myers, FL 33966

Phone: 239-768-3667
Fax: 239-768-3740

275 Airport Rd N
Naples, FL 34104

Phone: 239-643-3667
Fax: 239-643-4467

www.ActionDoor.com
800-375-3667

Customer Proposal

Agenda Page 35

Proposal Date

03/09/20

Customer:

HERITAGE LAKE PARK CDD
C/O INFRAMARK
5911 COUNTRY LAKES DRIVE
FORT MYERS FL 33905

Reference: # 113443

HERITAGE LAKE PARK CDD
25635 RAMPART BLVD
PUNTA GORDA FL 33983

Luis Aparicio, Gate Estimator, email: L.Aparicio@ActionDoor.com

ESTIMATE FOR REPLACE THE GEAR BOX AND MEGA ARM BRACKET

MATERIAL LISTING

- 1 GEAR REDUCER MEGA-ARM
- 1 MEGA ARM BRACKET
- 1 INSTALLATION LABOR

Subtotal: \$ 1190.00
Tax: \$.00
Total: \$ 1190.00

Terms by previous 12/3/18 contract. Parts and Labor should be invoiced with a 10% discount once work is completed.

Thank you for your business!

Behind our work is more than just our great name –there's me, Jose Comellas. If at any time you feel you did not receive a fair value call me at 1-800-375-3667.

A FINANCE CHARGE OF 1 1/2% will be added if not paid within 30 days (ANNUAL PERCENTAGE RATE OF 18%) A reasonable collection fee of \$15.00 plus all collection costs and attorney fees will be paid if suit is brought or not. A SERVICE CHARGE OF \$3.00 will be added to all accounts less than \$200.00 if not paid within 30 days. A FINANCE CHARGE OF 1 1/2% will be added to accounts \$200.00 or more if not paid within 30 days (ANNUAL PERCENTAGE RATE OF 18%). A reasonable collection fee of \$15.00 plus all court costs and reasonable attorney fees will be paid by creditor.

THE TERMS AND CONDITIONS PRINTED ON THE BACK HERE OF ARE HEREBY EXPRESSLY MADE A PART OF THIS CONTRACT.

ACCEPTED BY SELLER:

BY: _____ (SIGNED) _____ (TITLE)

DATE ACCEPTED: _____ (THIS IS DATE OF THIS CONTRACT)

ACCEPTED BY BUYER:

BY:  _____ (SIGNED) _____ (TITLE)

Justin Faircloth Per spending Resolution 2017-3

(PRINT NAME)

(REV. 11/04)

5Dii.

3616 Tamiami Trail, Unit 1B
 Port Charlotte, Florida 33952
 www.johnselectricmotors.com
 941-629-0240

Heritage Lake Park CDD

[REDACTED]
 210 N. University Drive Suite 702
 Coral Springs, FL 33071
 justin.faircloth@inframark.com

Estimate # 1407

Estimate Date 04-20-20

Total \$4,495.00

Item	Description	Unit Cost	Quantity	
Flanges	Vanstone Flanges and Hardware	\$125.00	1.0	\$125.00
Pool Pumps	Berkley 7.5HP Pump Kit With Bronze Impeller	\$2,995.00	1.0	\$2,995.00
Labor Service Calls	Service Call Labor	\$150.00	8.5	\$1,275.00
Freight	Frieght for shipping of an item	\$100.00	1.0	\$100.00

Subtotal \$4,495.00

Tax \$0.00

Estimate Total \$4,495.00

THIS IS AN ESTIMATE

Disclaimer

*An Addendum is required for this contract.

Signed: 

Approved after discussion with Chair per spending Resolution 2017-3.

Date: 4/23/20



ADDENDUM TO AGREEMENT

This ADDENDUM TO AGREEMENT (“Addendum”) is dated as of the 23rd day of April, 2020, by and between the Heritage Lake Park Community Development District (“DISTRICT” or “District”) and John’s Electric Motors and WaterWorld Pool Supply (“CONTRACTOR” or Contractor). (DISTRICT and CONTRACTOR being collectively referred to herein as the “Parties”).

WHEREAS, the Parties entered into a drainage project agreement (“Agreement”) on April 23, 2020; and

WHEREAS, the DISTRICT is a “public agency” pursuant to Section 119.0701(1)(b), Florida Statutes, and Chapter 119, Florida Statutes, provides for certain contract requirements related to public records in certain public agency contracts for services.

NOW THEREFORE, the Parties hereby agree as follows:

1. CONTRACTOR agrees to comply with Florida’s public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the DISTRICT in order to perform the services under the Agreement by doing the following: upon the request of the DISTRICT’s Custodian of Public Records, providing the DISTRICT with copies of or access to public records on the same terms and conditions that the DISTRICT would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and upon completion of the Agreement by transferring, at no cost, to the DISTRICT all public records in possession of the CONTRACTOR or by keeping and maintaining all public records required by the DISTRICT to perform the services. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT’s Custodian of Public Records, in a format that is compatible with the information technology systems of the DISTRICT.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, AT INFRAMARK

INFRASTRUCTURE MANAGEMENT SERVICES 210 N. UNIVERSITY DRIVE SUITE 702 CORAL SPRINGS, FL 33071, 954-603-0033 EXT. 40532, OR SANDRA.DEMARCO@INFRAMARK.COM.

2. Contractor or any subcontractor performing the work described in the Agreement shall maintain throughout the term of the Agreement the following insurance:

(a) Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under the Agreement, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(b) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability. The General Liability policy evidenced herein is to be primary and non-contributory to other insurance available to the District.

(c) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Prior to the commencement of any work, the District, its officers, staff, representatives, consultants, agents and supervisors shall be named as an additional insured in accordance with policy provisions on all policies required (excluding worker's compensation). Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall be effective without thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to District, who is licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the Contractor fails to have secured and maintained the required insurance, District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor 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. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability.

3. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.
4. The Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.
5. In the event of litigation arising out of either party's obligations under this Agreement, sole and exclusive venue shall exist in Charlotte County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees as well as fees and costs incurred in proceedings to determine entitlement to and reasonableness of such fees and costs.
6. Payment will be made within thirty (30) days after work has been accepted and properly invoiced.
7. All other provisions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective duly authorized officers as of the date first above written.

District:

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

By: _____

Contractor:

JOHN'S ELECTRIC MOTORS AND
WATERWORLD POOL SUPPLY

By: _____

Sixth Order of Business

6A.

From: Lopez, Albert J. <alopez@cphcorp.com>
Sent: Monday, March 30, 2020 12:01 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>; Chelsea Teta <chelsea@resurrectionpools.com>
Cc: Michelle Burch <michellehpw@embarqmail.com>; John Collins (<jcollins@hlp-cdd.com>
<jcollins@hlp-cdd.com>
Subject: RE: Heritage Lake Park

Justin,

CPH met with Supervisor Collins and Resurrection Pools representative last Friday March 27th to perform our final inspection. as part of this inspection CPH observed the following:

- Pool resurfacing was completed
- Few brick pavers along the pool edge perimeter where chipped, broken or not properly leveled.
- Contractor used an external pump to drain the pool which caused severe lake bank slope erosion.

Please refer to our attached field observation report. do not hesitate to contact us if you have any questions.

Thank you,

Albert Lopez
Office Manager
o 239.332.5499 (Ext.3207)
c 386.518.9175
alopez@cphcorp.com



Full Service A&E Firm
[Facebook](#) | [LinkedIn](#)

FIELD OBSERVATION REPORT

Project Name	Pool Drain Repairs	Date	03/27/2020
Owner	Heritage Lake Park	Time/Weather	Cloudy
CPH No.	H15601	Inspector	Albert Lopez / Supervisor Collins
Personnel and Equipment on Site			
Contractor		Resurrection Pools	
Subcontractor(s)			
Geotechnical Testing Lab			
Contractor Employees			
Subcontractor Employees			
Equipment Active	0 – Mini-backhoe 0 – Excavator 0 – Backhoes 0 – Loaders 0 – Dump truck 0 – Street sweeper 0 – Compact Track Loader		
Work In Progress, Location, and Remarks			
<ul style="list-style-type: none"> New pool resurfacing completed. A few brick pavers were chipped, broken or not properly leveled. The contractor used an external pump to drain the pool, discharging the water directly to the grassed area instead of using the riprap drainage swale causing severe lake bank slope erosion. 			







Seventh Order of Business

7A

CTC Pressure Cleaning

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jmorehart2015@gmail.com
http://ctcpresurecleaning.com

Estimate 3262**DATE** 03/18/2020**EXPIRATION DATE** 04/30/2020**ADDRESS**

John Collins
Heritage Lake Park Community
Development District
25635 Heritage Lake Blvd
Punta Gorda, FL 33983
United States

CUSTOMER PHONE
(859) 339-8008**CUSTOMER EMAIL**
Joscaff73@gmail.com**CUSTOMER LOCATION**
Heritage Lake

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Softwash Wall Cleaning Interior of Border Wall 6' x 345' using Hydrogen Peroxide	2,070	0.15	310.50 ✓
	Pressure Cleaning Option 1: Pool Deck Pavers	6,170	0.15	925.50
	Job Materials: Sealant Option 2: Pressure Clean, Sand, Seal	6,170	0.50	3,085.00 ✓
	Job Materials: Sealant Option 3: Pressure Clean, Seal	6,170	0.30	1,851.00

Contact: John Morehart 941-916-7430
jmorehart2015@gmail.com

Respond by phone, text or email to schedule an appointment.

TOTAL **\$6,172.00**

Accepted By

Accepted Date

Please ask about CTC's additional services and our referral network.
We greatly appreciate referrals and appreciate your business.

7B

HESS CONSTRUCTION, INC.

Florida License # CBC1258462

183 Castile Ct. Punta Gorda Fl.33983

Cell 941-815-3392 • Office 941-979-9969

PROPOSAL

Heritage Lakes Park
25365 Rampart Blvd.
Punta Gorda, Fl. 33983

January 10, 2020

C/O John Collins Supervisor 859-339-8008 Email:joscaff73@gmail.com

Hess Construction, Inc., is pleased to submit a proposal as listed below:

Scope of work: Canopy cover replacement

Demo existing canopy frame and cover and haul away

Reuse existing 3 x 3 aluminum post and add new white support beam to both sides

Roof to be pitch away from poolside

Install new 3" elite insulated aluminum roof system

New roof to get white extruded valance and extruded gutter with 3" x 4" downspouts

Includes all material and labor needed

For the Sum of \$11,450.00 -

*Option for elite panel silver/ white for flat roof **Add\$ 950.00**

*Option for A-Frame: Add additional framing to have center ridge beam, cross beams
And pitch roof with A-frame look. Will get gutters on both sides. **Add+ \$ 2890.00**

*Option for elite panel with 7/16 OSB plywood and 5-V metal roof and
Underlayment for metal roof with roll form gutters **Add\$4,650.00**

Includes, county permit and engineered drawings site cleaned and debris hauled away

Payment to be made as follows: \$850.00 down for county permit and engineered drawings and Balance upon completion

Dennis Hess, Hess Construction, Inc.

Date

Acceptance of Proposal – The above specifications, prices and conditions are hereby accepted.

I hereby authorize Hess Construction to do the work as specified above.

Owner signature

Date

7C.

From: peberhardt@hlp-cdd.com <peberhardt@hlp-cdd.com>
Sent: Friday, March 20, 2020 9:21 AM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: pool table

Justin

I do not have a written proposal, I spoke with the owner of Veterans Billiards and have a verbal proposal. I felt that the board should OK this before I do the work. The owner Tim stated he would sell us his own personal table (private sale) and then we would not have to get all the extra paper work.

8 foot cherry table with blue felt	\$2700.00	
3 piece slate 1inch		
Trade-in	-\$800.00	
	\$1900.00	balance

This would include delivery and set up and taking away the old table.

He agreed to hold this table until after our next meeting in April

EIGHTH ORDER OF BUSINESS

8A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “**Agreement**”) is made and entered into effective the _____ day of _____, 2020, by and between: **Heritage Lake Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Charlotte County, Florida, with a mailing address of c/o Inframark Services, 5911 Country Lakes Drive, Fort Myers, Florida 33905 (the “**District**”), and **JD Crossroads, Inc. d/b/a Action Automatic Door & Gate**, a Florida Profit Corporation, with a mailing address of 11360 Metro Parkway, Fort Myers, Florida 33966 (the “**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, the District requires a qualified firm to provide gate maintenance and related services to its District owned infrastructure on a continuing basis; and

WHEREAS, Contractor is willing, ready and able to serve in this capacity; and

WHEREAS, the District intends to employ Contractor to perform regular and special maintenance and other related services, as defined by a separate work authorization or work authorizations.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Contractor of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES. The Contractor will provide general gate maintenance and related services and repairs when requested and authorized by the District.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Any price increase for any work shall be provided no later than June 1st of each calendar year and

shall only take effect after October 1st of such calendar year and only after written approval from the District.

ARTICLE 5. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 6. BOOKS AND RECORDS. Contractor shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees, percentage mark-ups or multipliers.

ARTICLE 7. INSURANCE.

A. Subject to the provisions of this Article, the Contractor shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement. The General Liability policy evidenced herein is to be primary and non-contributory to other insurance available to the District.
3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement and providing coverage for any accident arising out of or resulting from the operation, maintenance, or used by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licenses. Said insurance shall also include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

- B. All insurance policies secured by Contractor pursuant to the terms of this Agreement shall be written on an occurrence basis to the extent permitted by law.
- C. The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Contractor shall furnish the District with the Certificates of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
- D. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor 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. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability.

ARTICLE 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS AND SAFETY. In performing its obligations under this Agreement, the Contractor and each of its agents, servants, employees, or anyone directly employed by the Contractor, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Contractor 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, or employees, 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 or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination. The Contractor shall provide for and oversee all safety orders, precautions and programs necessary for reasonable safety. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.

ARTICLE 9. INDEMNIFICATION. The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the District and the District's officers, supervisors, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and other persons or entities employed or utilized by the Contractor in the performance of this Agreement, including without

limitation the Contractor's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Contractor shall carry, at its own expense, insurance in a company reasonably satisfactory to District to cover the aforementioned liability. Contractor agrees such limitation bears a reasonable commercial relationship to the Agreement. The Contractor agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Contractor and the District to provide indemnification, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 10. EMPLOYMENT VERIFICATION. The Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 11. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Contractor agree and acknowledge that the Contractor shall serve as an independent contractor of the District. Neither the Contractor nor employees of the Contractor, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Contractor agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the District Board.

ARTICLE 12. CONTROLLING LAW. The Contractor and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Charlotte County, Florida.

ARTICLE 13. NOTICE. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- | | |
|-----------------------------|---|
| A. If to Contractor: | JD Crossroads, Inc. d/b/a Action Automatic Door & Gate
11360 Metro Parkway
Fort Myers, Florida 33966 |
| B. If to District: | Heritage Lake Park Community
Development District
c/o Inframark Services
5911 Country Lakes Drive
Fort Myers, Florida 33905 |

With a copy to: Persson, Cohen & Mooney, P.A.
 6853 Energy Court
 Lakewood Ranch, Florida 34240
 Attn: Andy Cohen

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a 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 Contractor may deliver Notice on behalf of the District and the Contractor. 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) day's written notice to the parties and addressees set forth herein.

ARTICLE 14. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, INFRAMARK SERVICES, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071,

TELEPHONE: 954-603-0033 EXT. 40532,
SANDRA.DEMARCO@INFRAMARK.COM

ARTICLE 15. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 17. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void.

ARTICLE 18. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Contractor.

ARTICLE 19. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Contractor, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 20. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Contractor. The District or the Contractor may terminate this Agreement without cause and at the respective party's convenience upon thirty (30) days written notice by the District and ninety (90) days written notice by the Contractor. At such time as the Contractor receives notification of the intent of the District to terminate the Agreement, the Contractor shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Contractor shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Contractor's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 22. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels as well as attorney fees and costs incurred in determining entitlement to and the reasonableness of such amounts..

ARTICLE 23. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Contractor in the spaces provided below.

ARTICLE 24. WARRANTY. Contractor represents and warrants to the District that all equipment and materials used and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective. Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor. Contractor guarantees all work against faulty workmanship for a term one (1) year from work completion.

ARTICLE 25. WAIVER. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provisions.

ARTICLE 26. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**HERITAGE LAKE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary/Secretary

Chairman,
Board of Supervisors

**JD CROSSROADS, INC. d/b/a
ACTION AUTOMATIC DOOR & GATE**

Witness

By: _____
Its: _____

Witness

8B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “**Agreement**”) is made and entered into effective the _____ day of _____, 2020, by and between: **Heritage Lake Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Charlotte County, Florida, with a mailing address of c/o Inframark Services, 5911 Country Lakes Drive, Fort Myers, Florida 33905 (the “**District**”), and **Kennedy Electric Co. of Punta Gorda, Inc.**, a Florida Profit Corporation, with a mailing address of PO Box 511184, Punta Gorda, FL 33951 (the “**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, the District requires a qualified firm to provide electrical and related services to its District owned infrastructure on a continuing basis; and

WHEREAS, Contractor is willing, ready and able to serve in this capacity; and

WHEREAS, the District intends to employ Contractor to perform regular and special maintenance and other related services, as defined by a separate work authorization or work authorizations.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Contractor of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES. The Contractor will provide general electrical services and repairs when requested by the District.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization.

ARTICLE 5. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 6. BOOKS AND RECORDS. Contractor shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees, percentage mark-ups or multipliers.

ARTICLE 7. INSURANCE.

A. Subject to the provisions of this Article, the Contractor shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement. The General Liability policy evidenced herein is to be primary and non-contributory to other insurance available to the District.
3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement and providing coverage for any accident arising out of or resulting from the operation, maintenance, or used by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. All insurance policies secured by Contractor pursuant to the terms of this Agreement shall be written on an occurrence basis to the extent permitted by law.

- C. The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Contractor shall furnish the District with the Certificates of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
- D. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor 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. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability.

ARTICLE 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS AND SAFETY. In performing its obligations under this Agreement, the Contractor and each of its agents, servants, employees, or anyone directly employed by the Contractor, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Contractor 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, or employees, 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 or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination. The Contractor shall provide for and oversee all safety orders, precautions and programs necessary for reasonable safety. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.

ARTICLE 9. INDEMNIFICATION. The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the District and the District's officers, supervisors, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and other persons or entities employed or utilized by the Contractor in the performance of this Agreement, including without limitation the Contractor's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Contractor shall carry, at its own expense, insurance in a company reasonably satisfactory to District to cover the aforementioned liability. Contractor agrees such limitation bears

a reasonable commercial relationship to the Agreement. The Contractor agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Contractor and the District to provide indemnification, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 10. EMPLOYMENT VERIFICATION. The Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 11. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Contractor agree and acknowledge that the Contractor shall serve as an independent contractor of the District. Neither the Contractor nor employees of the Contractor, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Contractor agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the District Board.

ARTICLE 12. CONTROLLING LAW. The Contractor and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Charlotte County, Florida.

ARTICLE 13. NOTICE. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: Kennedy Electric Co. of Punta Gorda, Inc.
PO Box 511184
Punta Gorda, Florida 333951

B. If to District: Heritage Lake Park Community
Development District
c/o Inframark Services
5911 Country Lakes Drive
Fort Myers, Florida 33905

With a copy to: Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: Andy Cohen

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a 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 Contractor may deliver Notice on behalf of the District and the Contractor. 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) day's written notice to the parties and addressees set forth herein.

ARTICLE 14. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, INFRAMARK SERVICES, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, TELEPHONE: 954-603-0033 EXT. 40532, SANDRA.DEMARCO@INFRAMARK.COM.

ARTICLE 15. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

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Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor. Contractor guarantees all work against faulty workmanship for a term one (1) year from work completion.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**HERITAGE LAKE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary/Secretary

Chairman,
Board of Supervisors

**KENNEDY ELECTRIC CO.
OF PUNTA GORDA, INC.**

Witness

By:

Witness

Its:

8C.


KENNEDY ELECTRIC CO. OF PUNTA GORDA, INC.

PO BOX 511184

PUNTA GORDA, FL 33951-1184

Phone 941-639-1250
Fax 941-629-8666

State Certified ♦ License # EC0002368 ♦ License # CAC1816037

March 26, 2020

 Heritage Lake Park CDD
 25365 Rampart Blvd
 Punta Gorda, FL 33983

Attn: Justin Faircloth – Paul Eberhardt

Re: Clubhouse Kitchen Outlets

Proposal

To provide and install (2) dedicated, 20amp, GFCI receptacles in kitchen.

Anticipated labor	\$ 840.00
Materials	<u>\$ 262.53</u>
Total	\$1,102.53

Please return the signed proposal by fax or email to kennedyelec@hotmail.com. Once received, we will begin the paperwork and material ordering to get this scheduled and completed.

 Signature

 Date

COMMERCIAL ♦ RESIDENTIAL ♦ SERVICE

Ninth Order of Business

9A.

HERITAGE LAKE PARK

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2021

Version 1 - Proposed Budget

(Printed on 4/27/2021 4:45 PM)

Prepared by:



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Heritage Lake Park
Community Development District

Operating Budget
Fiscal Year 2021

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU MAR-2020	PROJECTED APR SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
REVENUES							
Interest - Investments	\$ 3,114	\$ 9,242	\$ 5,000	\$ 2,033	\$ 500	\$ 2,533	\$ 3,000
Hurricane Irma FEMA Refund	-	9,459	-	811	-	811	-
Room Rentals	-	304	-	-	-	-	-
Recreational Activity Fees	5,122	1,706	8,000	7,225	-	7,225	8,000
Special Assmnts- Tax Collector	628,002	630,180	633,237	593,176	40,061	633,237	811,050
Special Assmnts- CDD Collected	-	-	66,425	-	-	-	-
Special Assmnts- Discounts	(22,035)	(21,827)	(25,329)	(22,651)	-	(22,651)	(32,442)
Allowance Uncollected Assem.	-	-	(66,425)	-	-	-	-
Settlements	-	5,717	-	13,479	-	13,479	-
Other Miscellaneous Revenues	150	10,922	500	935	-	935	500
Gate Bar Code/Remotes	1,858	1,634	200	1,758	-	1,758	1,000
TOTAL REVENUES	616,211	647,337	621,608	596,766	40,561	637,327	791,108

EXPENDITURES

Administrative

P/R-Board of Supervisors	10,600	11,200	12,000	5,800	6,000	11,800	12,000
FICA Taxes	811	857	918	444	459	903	918
ProfServ-Arbitrage Rebate	-	-	600	-	600	600	600
ProfServ-Dissemination Agent	1,030	1,061	1,093	-	1,093	1,093	1,126
ProfServ-Engineering	5,029	7,289	4,000	2,363	1,637	4,000	4,000
ProfServ-Legal Services	19,165	62,899	24,844	47,230	9,002	56,232	24,844

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2018	FY 2019	BUDGET FY 2020	THRU MAR-2020	APR SEPT-2020	PROJECTED FY 2020	BUDGET FY 2021
ProfServ-Mgmt Consulting Serv	54,117	55,289	56,948	28,787	28,474	57,261	58,656
ProfServ-Trustee Fees	4,337	4,971	5,000	4,771	-	4,771	5,000
ProfServ-Web Site Development	1,395	1,241	1,278	639	639	1,278	-
ProfServ-Website Maintenance	-	-	-	-	-	-	1,316
ProfServ-Other	-	38	-	-	-	-	-
Auditing Services	3,850	4,025	3,850	-	-	-	3,850
Postage and Freight	454	589	600	255	255	510	600
Insurance - General Liability	2,700	2,553	2,859	5,170	-	5,170	8,495
Public Officials Insurance	-	-	-	2,553	-	2,553	-
Printing and Binding	2,758	1,146	1,800	-	-	-	500
Legal Advertising	1,745	1,622	900	718	182	900	900
Misc-Bank Charges	63	1	600	61	-	61	600
Misc-Assessmnt Collection Cost	5,623	4,622	12,665	11,410	801	12,211	16,221
Misc-Contingency	-	340	3,856	2,289	-	2,289	-
Office Supplies	-	-	35	-	35	35	35
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	113,852	159,918	134,021	112,665	49,177	161,842	139,837
Field							
ProfServ-Field Management	5,243	6,650	5,562	2,781	2,781	5,562	5,729
ProfServ-Wetlands	10,680	10,680	10,680	5,340	5,340	10,680	10,680
Contracts-Landscape	61,500	61,150	61,500	34,625	35,400	70,025	70,800
Contracts-Buffer Wall	5,600	5,600	5,600	6,800	-	6,800	13,600
R&M-General	8,503	4,903	9,600	1,729	7,871	9,600	9,600
R&M-Other Landscape	-	-	-	1,100	-	1,100	-

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL	PROJECTED	TOTAL	ANNUAL BUDGET FY 2021
				THRU MAR-2020	APR SEPT-2020	PROJECTED FY 2020	
R&M-Irrigation	14,566	8,333	20,000	6,058	13,942	20,000	22,400
R&M-Lake	5,000	6,810	5,000	5,000	-	5,000	5,000
R&M-Mulch	3,375	3,375	5,000	5,390	-	5,390	5,500
R&M-Sidewalks	-	5,525	3,000	-	3,000	3,000	3,000
R&M-Tree Trimming Services	1,890	1,840	5,995	2,905	3,090	5,995	5,995
R&M-Lights	2,200	2,387	3,000	1,165	1,835	3,000	3,000
R&M-Wall	1,775	10,502	8,000	18	7,982	8,000	8,000
Misc-Contingency	750	319	7,473	75	7,398	7,473	7,473
Total Field	121,082	128,074	150,410	72,986	88,639	161,625	170,777
Utilities							
Communication - Telephone	442	481	708	248	248	496	500
Electricity - General	4,168	3,564	5,500	2,722	2,722	5,444	5,500
Misc-Internet Services	2,521	2,577	2,458	1,112	1,112	2,224	2,458
Total Utilities	7,131	6,622	8,666	4,082	4,082	8,164	8,458
Gatehouse							
Towing Services	-	-	250	-	-	-	250
Contracts-Gates	1,080	1,080	1,080	-	1,080	1,080	1,080
Contracts-Security System	58,128	58,347	58,667	28,264	27,804	56,068	55,608

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2018	FY 2019	BUDGET FY 2020	THRU MAR-2020	APR SEPT-2020	PROJECTED FY 2020	BUDGET FY 2021
Electricity - General	2,694	2,715	2,800	1,313	1,313	2,626	2,800
R&M-Buildings	515	1,881	500	384	116	500	500
R&M-Gate	3,609	2,567	3,000	59	2,941	3,000	3,000
Misc-Contingency	1,743	2,562	5,000	1,212	3,788	5,000	5,000
Total Gatehouse	67,769	69,152	71,297	31,232	37,042	68,274	68,238
Clubhouse and Recreation							
Payroll-Salaries	17,160	14,075	18,000	8,850	9,150	18,000	18,000
Payroll Taxes	1,344	800	1,377	121	692	813	1,377
Workers' Compensation	737	469	490	-	490	490	490
Fire Alarm Monitoring	540	540	540	270	270	540	540
Contracts-Fountain	652	668	664	340	340	680	664
Contracts-Security Camera	-	550	550	550	-	550	550
Contracts-Pools	8,400	8,400	8,400	4,200	4,200	8,400	8,600
Contracts-Cleaning Services	10,740	10,740	10,740	4,381	6,210	10,591	12,420
Contracts-HVAC	2,353	2,353	2,353	1,968	-	1,968	2,353
Contracts-Pest Control	1,800	1,800	1,800	900	900	1,800	1,800
Contracts-Security System	6,840	6,840	6,840	4,240	4,650	8,890	6,840
Pest Control - Bldg/Gnds	-	-	1,620	-	1,620	1,620	1,620
Contractual Maint. Services	6,736	10,235	13,520	5,725	5,725	11,450	13,520
Electricity - General	17,984	17,452	23,000	10,047	10,047	20,094	23,000
Utility - Refuse Removal	2,569	2,603	2,609	1,658	553	2,211	2,609
Utility - Water & Sewer	5,894	5,779	5,600	2,489	830	3,319	5,600
Insurance - Property	29,423	29,535	33,079	25,867	-	25,867	29,004
Insurance - Vehicle	-	-	-	500	-	500	-

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2018	FY 2019	BUDGET FY 2020	THRU MAR-2020	APR SEPT-2020	PROJECTED FY 2020	BUDGET FY 2021
R&M-General	30,182	7,316	4,000	4,330	2,670	7,000	4,000
R&M-Fountain	247	148	500	156	344	500	500
R&M-Pools	4,834	4,660	23,657	5,093	18,564	23,657	23,657
R&M - Tennis Courts	31,792	822	1,000	44	956	1,000	1,000
R&M - Fitness Equipment	1,665	2,433	3,000	3,595	750	4,345	3,000
R&M - Fitness Center	211	1,753	2,000	1,420	580	2,000	2,000
R&M - Security Cameras	550	6,341	1,000	135	865	1,000	1,000
R&M-Backflow Inspection	154	154	154	154	-	154	154
Fire Ext Inspection & Repairs	355	139	500	-	500	500	500
R&M-Fire Alarm	-	85	500	-	500	500	500
Fire Alarm Inspection	-	198	200	-	200	200	200
R&M-Fire Sprinklers	195	300	500	2,793	-	2,793	500
R&M - Computer/Internet	-	435	1,500	470	1,030	1,500	2,500
Misc-Cable TV Expenses	1,290	1,362	1,800	692	699	1,391	1,800
Misc-Clubhouse Activities	4,785	1,831	4,800	7,381	-	7,381	4,800
Misc-Contingency	2,615	868	30,500	12,414	2,000	14,414	30,500
Office Supplies	2,257	1,378	3,000	646	1,654	2,300	3,000
Cleaning Supplies	1,856	1,128	2,600	173	1,727	1,900	2,600
Cleaning Services	-	440	500	-	500	500	500
Cap Outlay - Other	52,352	384	23,870	42,539	-	42,539	23,870
Total Clubhouse and Recreation	248,512	145,014	236,763	154,141	79,214	233,355	235,568

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU MAR-2020	PROJECTED APR SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
Debt Service							
Principal Line of Credit/Note	71,248	20,222	-	-	-	-	-
Interest Expense	2,423	382	-	-	-	-	-
Total Debt Service	73,671	20,604	-	-	-	-	-
Reserves							
Reserve-Irrigation System	4,050	194,218	-	-	-	-	-
Reserve-Roadways	-	-	29,220	6,675	-	6,675	110,575
Reserve-Stormwater System	5,132	52,700	29,220	12,471	-	12,471	29,220
Reserve-Wall	-	-	28,435	-	-	-	28,435
Total Reserves	9,182	246,918	86,875	19,146	-	19,146	168,230
TOTAL EXPENDITURES & RESERVES	641,199	776,302	688,032	394,252	258,155	652,407	791,108
Excess (deficiency) of revenues							
Over (under) expenditures	(24,988)	(128,965)	(66,424)	202,514	(217,594)	(15,080)	(0)
TOTAL OTHER SOURCES (USES)	-	-	(66,424)	-	-	-	(0)
Net change in fund balance	(24,988)	(128,965)	(66,424)	202,514	(217,594)	(15,080)	(0)
FUND BALANCE, BEGINNING	518,500	493,512	364,547	364,547	-	364,547	349,467
FUND BALANCE, ENDING	\$ 493,512	\$ 364,547	\$ 298,123	\$ 567,061	\$ (217,594)	\$ 349,467	\$ 349,467

Budget Narrative
Fiscal Year 2021

REVENUES

Interest—Investments

The District earns interest income on their checking account and other Money Market accounts.

Recreational Activity Fees

This is the Revenue from the events that the activities department holds throughout the year.

Special Assessment- Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for debt service expenditures during the Fiscal Year.

Special Assessment—CDD Collected

The District will direct bill Heritage Lake Partners LLC. For Non-Ad Valorem assessment on all the assessable property within the District to pay for the O&M expenditures during the Fiscal Year.

Special Assessment- Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Other Miscellaneous Revenues

Revenue received from miscellaneous sources.

Gate Bar Code/Remotes

Revenue received from the sales of gate remotes.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Administrative

P/R- Board of Supervisors

Chapter 190, Florida Statutes, allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending all the meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services- Arbitrage Rebate

The District contracted with LLS Tax Solutions, Inc. to annually calculate the District's arbitrage rebate liability on its bonds.

Professional Services- Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with Rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The District has contracted with Inframark Infrastructure Management Services to provide these reports.

Professional Services- Engineering

The District's engineer, currently Stantec Engineering, provides general engineering services to the District, i.e. attendance and preparation for board meetings, annual review of District facilities, and other specifically requested assignments.

Professional Services- Legal Services

The District's legal counsel Persson & Cohen to provide general legal services to the District, i.e. attendance and preparation for monthly meetings, review of operating and maintenance contracts, and other specifically requested assignments. \$257 per hour for attorney time. Subject to CPI increase on October 1st.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Administrative (continued)

Professional Services- Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services, LLC. Also included are costs for Information Technology charges to process all the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark in accordance with the management contract and the charge for rentals. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

VENDOR	DESCRIPTION	AMOUNT
Inframark	CDD Management	\$4,888/month
	TOTAL	\$58,656

Professional Services- Trustee

The District pays US Bank an annual fee for trustee services on the Series 2005 Special Assessment Bond. The budgeted amount for the fiscal year is based on standard fees charged plus any out-of-pocket expenses. Period 10/1/20 through 9/30/21.

VENDOR	DESCRIPTION	AMOUNT
U.S. Bank	Trustee fees	\$5,000/annually
	TOTAL	\$5,000

Professional Services- Maintenance

Inframark Infrastructure Management Services oversees the District's email accounts and provides assistance to Campus Suite regarding the website as necessary.

VENDOR	DESCRIPTION	AMOUNT
Inframark	Website	\$109.67/month
	TOTAL	\$1,316

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Administrative (continued)

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for this fiscal year is based on contracted fees from an existing engagement letter with an accounting firm.

VENDOR	DESCRIPTION	AMOUNT
Berger, Toombs, Elam, Gaines & Frank	Financial Audit	\$3,725
	TOTAL	\$3,725

Postage & Freight

Postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance- General Liability

The District has General Liability & Public Officials liability insurance policy with Preferred Governmental Insurance Trust. PGIT specializes in providing insurance coverage to governmental agencies. A 12% increase is projected over actual.

VENDOR	DESCRIPTION	AMOUNT
PGIT	General Liability/Automobile	\$5,687
PGIT	Public Officials and Employment Practices Liability	\$2,808
	TOTAL	\$ 8,495

Printing & Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Administrative (continued)

Legal Advertising

The District is required to advertise various notices for Board meetings and other public hearings in a newspaper of general circulation.

Miscellaneous- Bank Charges

Fees associated with maintaining the District's bank accounts.

Miscellaneous- Assessment Collection Cost

The District reimburses the Charlotte County Tax Collector for applicable necessary administrative costs. Per Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous- Contingency

This category provides funds for administrative expenditures that may not have been budgeted anywhere else.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Field

Professional Services- Field Management

The District contracted with Inframark to oversee the field operations of the property and perform six inspections.

VENDOR	DESCRIPTION	AMOUNT
Inframark	Field Management	\$477.42/month
	TOTAL	\$5,729

Professional Services- Wetlands

The District contract with Solitude Lake Management (formerly Lakemasters Aquatic Weed Control, Inc.) on 8/05/13 for lake and waterways management. Included are algae & aquatic weed control; border grass and brush control; water testing; monthly management report; aquatic consultation; and triploid grass carp with F.G.G.W.C. permit approval \$5.75 per fish. One-time Start-up Fee \$700. The monthly service amount of the contract is \$890. Twelve months agreement.

VENDOR	DESCRIPTION	AMOUNT
Solitude Lake Management	Lake & Water Mgmt	\$890/month
	TOTAL	\$10,680

Contracts- Landscape

The District contracted with Pinnacle Lawn and Landscape Services, Inc. to provide service for all the communal areas which include mowing, edging, trimming, debris removal, irrigation maintenance, fertilization and weed/pest control for sod, shrubs irrigation maintenance and annuals, pruning of shrubs and trimming of all palm trees.

VENDOR	DESCRIPTION	AMOUNT
Pinnacle Lawn and Landscape Services, Inc.	Lawn/ Irrigation Maintenance	\$5,900/month
	TOTAL	\$70,800

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Field (continued)

Contracts- Buffer Wall

The District contracted with Pinnacle Lawn and Landscape, Inc. to trim the ten-foot buffer/overhanging along the exterior wall annually.

VENDOR	DESCRIPTION	AMOUNT
Pinnacle Lawn and Landscape Services, Inc.	Buffer Wall	\$13,600/annually
	TOTAL	\$13,600

R&M- General

The cost of any maintenance expenditures that are incurred during the year, such as repairs to the roads at the community. It is of a general nature and covers everything except the clubhouse, gatehouse, pool, irrigation, and landscaping.

R&M- Irrigation

Repairs and maintenance of the irrigation systems throughout the Community not part of the Landscape Maintenance Contract with Pinnacle Lawn and Landscape Services, Inc.

R&M- Lake

Unscheduled lake maintenance not included in contract.

R&M- Mulch

Mulch needed for District property

R&M- Sidewalks

Maintenance of District sidewalks.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Field (continued)

R&M- Tree Trimming Services

The District has contracted with Pinnacle Lawn and Landscaping for tree trimming services.

R&M- Lights

Maintenance and repairs of streetlights throughout the Community.

R&M- Wall

Repairs and maintenance of walls surrounding the District.

Miscellaneous- Contingency

This category provides funds for administrative expenditures that may not have been budgeted anywhere else.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Utilities

Communication- Telephone

Includes monthly service fee for business voice for the gatehouse and clubhouse with Comcast.

Electricity- General

This represents the estimated cost for electricity of the various accounts with FPL within the District.

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	08753-80461	2026 Royal Tern Cir/Well
FPL	19241-52265	25503 Heritage Lake Blvd/Well
FPL	47210-91249	2040 Willow Hammock Cir/Well 2
FPL	53050-96017	2080 Willow Hammock/Cir/Well
FPL	54492-72144	Streetlights Heritage Lakes
FPL	63370-44090	2060 Willow Hammock Cir/Well
FPL	81253-25533	2180 Heron Lakes Dr/Well

Miscellaneous- Internet Services

Business internet services from Comcast for the clubhouse and fitness center.

VENDOR	DESCRIPTION/ACCOUNT#	AMOUNT
Comcast	25635 Heritage Lake Blvd, 8535 10 060 0862663	\$84.59/month
Comcast	25365 Rampart Blvd, 8535 10 060 0813872	\$121.85/month
	TOTAL	\$ 2,458

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Gatehouse

Towing Services

Costs for towing services.

Contracts- Gates

The District has contracted with Action Automatic Door Company to maintain the gates.

VENDOR	DESCRIPTION	AMOUNT
Action Automatic Door Company	Gate Maintenance	\$1,080/annually
	TOTAL	\$1,080

Contracts- Security System

The District has contracted with Hidden Eyes LLC dba Envera Systems to monitor and maintain the security system.

VENDOR	DESCRIPTION	AMOUNT
Hidden Eyes LLC	Security System	\$4,634/month
	TOTAL	\$55,608

Electricity- General

This represents the estimated cost for electricity of the guardhouse account with FPL within the District.

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	45064-51261	25365 Rampart Blvd/Guardhouse

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Gatehouse (continued)

R&M- Building

General maintenance cost related to the gatehouse.

R&M- Gate

The cost of any maintenance expenditures that are incurred during the year related to the District's gates.

Miscellaneous- Contingency

This category provides funds for gatehouse expenditures that may not have been budgeted anywhere else.

Clubhouse and Recreation

Payroll- Salaries

The District has office personnel to work in the office during the week.

JOB	DESCRIPTION	AMOUNT
Office Activities Coordinator	Salary	5 days per week
	TOTAL	\$18,000

Payroll Taxes

Payroll taxes on office personnel's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total personnel's payroll expenditures.

Workers' Compensation

Workers' compensation on office personnel's compensation.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Fire Alarm Monitoring

The District contracted with Wenzel Electric to monitor the fire alarm.

VENDOR	DESCRIPTION	AMOUNT
Wenzel Electric	Fire Alarm Monitoring	\$135/quarter
	TOTAL	\$540

Contracts- Fountain

The District contracted with Aquatic Systems, Inc. Features to provide service for fountain maintenance.

VENDOR	DESCRIPTION	AMOUNT
Aquatic Systems, Inc.	Fountain Maintenance	\$166/quarter
	TOTAL	\$664

Contracts- Security Camera

The District contracted with New IQ, LLC for preventative camera system maintenance agreement. Either party can cancel in writing 30 days prior to anniversary date.

VENDOR	DESCRIPTION	AMOUNT
New IQ, LLC	Camera Maintenance	\$550/annually
	TOTAL	\$550

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Contracts- Pools

The District contracted with Howard's Pool World, Inc. on 6/10/11 for pool maintenance. Contract can be cancelled at any time.

VENDOR	DESCRIPTION	AMOUNT
Howard's Pool World, Inc.	Pool Maintenance	\$716.67/month
	TOTAL	\$8,600

Contracts- Cleaning Services

The District contracted with Apex Janitorial to clean the clubhouse.

VENDOR	DESCRIPTION	AMOUNT
Apex Janitorial	Cleaning Services	\$1,035/month
	TOTAL	\$12,420

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Contracts- HVAC

The District contracted with Grande Aire Service, Inc. for HVAC systems in the clubhouse, fitness center, and gatehouse along with the clubhouse ice machine. Services include 2 preventative maintenances per year on the six air conditioning systems and ice machine along with a 10% discount on any additional repair services needed.

VENDOR	DESCRIPTION	AMOUNT
Grande Aire Service, Inc.	HVAC/Fitness/ Gatehouse/Ice Machine Maintenance (2 preventive Maintenance per Year). 10% discount on additional repairs.	\$2,353/ year
	TOTAL	\$2,353

Contracts-Pest Control

Monthly pest control service.

VENDOR	DESCRIPTION	AMOUNT
Pest Eliminators	Pest Control	\$150/month
	TOTAL	\$1,800

Budget Narrative
 Fiscal Year 2021

EXPENDITURES
Clubhouse and Recreation (continued)

Contracts--Security System

The District has contracted with Hidden Eyes LLC dba Envera Systems to monitor and maintain the security system.

VENDOR	DESCRIPTION	AMOUNT
Hidden Eyes LLC	Security System	\$570/month
	TOTAL	\$6,840

Pest Control--Building/Grounds

Incidental pest control services not part of contract.

Contractual Maintenance Services

The District contracted with Inframark Infrastructure Management Services for weekly maintenance.

VENDOR	DESCRIPTION	AMOUNT
Inframark - Infrastructure Management Services	Weekly maintenance	\$26/hour @ 10 hours/wk.
	TOTAL	\$13,520

Electricity- General

This represents the estimated cost for electricity of two accounts with FPL within the District.

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	30047-84199	25633 Heritage Lake Blvd/Fitness
FPL	72166-44299	25635 Heritage Lake Blvd/Clubhouse

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Utility- Refuse/Removal

Approximate fees paid for the removal of trash from the property.

VENDOR	DESCRIPTION	AMOUNT
Waste Management	Trash removal 8-yard dumpster	\$277/month
	TOTAL	\$3,324

Utility- Water & Sewer

This represents the estimated cost from Charlotte County Utilities for water, sewer utility charges related to the clubhouse and fitness center.

Insurance- Property

The District has property insurance policy with Preferred Governmental Insurance Trust. An agency that specializes in providing insurance coverage to governmental agencies. The coverage includes property and inland marine; general liability; and auto. A 12% increase is projected over actual.

VENDOR	DESCRIPTION	AMOUNT
PGIT	Property & Inland Marine/Vehicle	\$29,004
	TOTAL	\$29,004

R&M- General

Expenditures incurred during the fiscal year for the repair and maintenance of the Tennis Courts, and Fitness Center.

R&M- Fountain

Non-contractual maintenance and repairs of the District's fountain.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

R&M- Pools

Expenditures incurred during the fiscal year for miscellaneous repairs to the pool.

R&M- Tennis Courts

Miscellaneous maintenance costs for the tennis courts.

R&M- Fitness Equipment

Repairs and maintenance of fitness equipment by Fitness Services of Florida, Inc.

R&M- Fitness Center

Fitness center floor renovation.

R&M- Security Cameras

Miscellaneous repairs to security cameras.

R&M- Backflow Inspection

Expenses for February 2018 backflow inspections.

Fire Ext. Inspection & Repairs

Required fire extinguisher inspections and repairs for the District building by Lifeguard Security.

R&M- Fire Alarm

The District has an agreement with Wenzel Electric to maintain the fire alarm system.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Fire Alarm Inspection

The District has an agreement with Wenzel Electric to inspect the fire alarm system.

R&M- Fire Sprinklers

The District has an agreement with Central Florida Fire Safety Equipment, Inc. to inspect the fire sprinkler system.

R&M- Computer/Internet

Computer services for the District computers. Includes yearly fees for the Supervisor emails and for the required website.

Miscellaneous- Cable TV Expenses

Cable Television services from Comcast for the clubhouse and gatehouse.

Miscellaneous- Clubhouse Activities

These are the expenditures from the events that the activities department holds throughout the year.

Miscellaneous- Contingency

This category provides funds for gatehouse expenditures that may not have been budgeted anywhere else.

Office Supplies

Paper, printer cartridges, pens and miscellaneous office supplies for the clubhouse office.

Cleaning Supplies

Supplies used to clean the clubhouse, exercise building, and gatehouse.

Cleaning Services

Non-contractual cleaning services performed by a cleaning company.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Capital Outlay- Other

Capital Outlay for future. Includes \$12,000 for replacement of pool awning.

Reserves

Reserve- Roadways

Reserves for the District roadways. A \$250,000 road work is planned for FY 2021.

Reserve- Stormwater System

Reserves for the stormwater system.

Reserve- Wall

Reserves for the exterior wall.

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2021	\$ 349,467
Net Change in Fund Balance - Fiscal Year 2021	(0)
Reserves - Fiscal Year 2020 Additions	168,230
Total Funds Available (Estimated) - 9/30/2021	517,697

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - Operating Capital		121,092 ⁽¹⁾
Capital Expenditures & Projects Previous Years	144,278	
Less Reserves to cover expenses	(144,278)	-
Reserves - Irrigation System (Prior Years)	(117,149)	(117,149)
Reserves -Roadways (Prior Years)	116,880	
Reserves -Roadways FY 2020	29,220	
Reserves -Roadways FY 2020 Expenses	(6,675)	
Reserves -Roadways FY 2021	110,575	250,000
Reserves -Stormwater system (Prior Years)	87,730	
Reserves -Stormwater system FY 2020	29,220	
Reserves -Stormwater system FY 2020 Expenses	(12,471)	
Reserves -Stormwater system FY 2021	29,220	133,699
Reserves -Wall (Prior Years)	73,185	
Reserves -Wall FY 2020	28,435	
Reserves -Wall FY 2021	28,435	130,055
	Subtotal	517,697
Total Allocation of Available Funds		517,697
Total Unassigned (undesignated) Cash	\$	0

Notes

(1) Represents approximately less than 2 months of operating expenditures.

Heritage Lake Park
Community Development District

Debt Service Budget
Fiscal Year 2021

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU MAR-2020	PROJECTED APR SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
REVENUES							
Interest - Investments	\$ 2,748	\$ 4,930	\$ 3,000	\$ 1,395	\$ 200	\$ 1,595	\$ 1,600
Special Assmnts- Tax Collector	180,800	180,800	180,800	168,770	12,030	180,800	180,800
Special Assmnts- CDD Collected	-	-	19,854	-	19,854	19,854	19,854
Special Assmnts- Delinquent	-	-	-	-	-	-	-
Special Assmnts- Discounts	(6,307)	(6,223)	(7,232)	(6,440)	-	(6,440)	(7,232)
Allowance Uncollected Assem.	-	-	(19,854)	-	(19,854)	(19,854)	(19,854)
TOTAL REVENUES	177,241	179,507	176,568	163,725	12,230	175,955	175,168
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	1,619	1,326	3,616	3,247	241	3,488	3,616
Total Administrative	1,619	1,326	3,616	3,247	241	3,488	3,616
<i>Debt Service</i>							
Principal Debt Retirement	70,000	70,000	75,000	-	75,000	75,000	80,000
Principal Prepayments	5,000	5,000	-	5,000	-	5,000	-
Interest Expense	121,125	116,708	112,575	56,288	56,288	112,576	108,300
Total Debt Service	196,125	191,708	187,575	61,288	131,288	192,576	188,300
TOTAL EXPENDITURES	197,744	193,034	191,191	64,535	131,528	196,063	191,916
Excess (deficiency) of revenues							
Over (under) expenditures	(20,503)	(13,527)	(14,623)	99,190	(119,298)	(20,108)	(16,748)

Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2021 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU MAR-2020	PROJECTED APR SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	(14,623)	-	-	-	(16,748)
TOTAL OTHER SOURCES (USES)	-	-	(14,623)	-	-	-	(16,748)
Net change in fund balance	(20,503)	(13,527)	(14,623)	99,190	(119,298)	(20,108)	(16,748)
FUND BALANCE, BEGINNING	267,357	246,854	233,327	233,327	-	233,327	213,219
FUND BALANCE, ENDING	\$ 246,854	\$ 233,327	\$ 218,704	\$ 332,517	\$ (119,298)	\$ 213,219	\$ 196,471

Series 2005 - Special Assessment Revenue Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/2020	\$ 1,900,000.00	5.70%	\$ -	\$ 54,150.00	\$ 54,150.00
5/01/2021	\$ 1,900,000.00	5.70%	\$ 80,000.00	\$ 54,150.00	\$ 134,150.00
11/01/2021	\$ 1,820,000.00	5.70%	\$ -	\$ 51,870.00	\$ 51,870.00
5/01/2022	\$ 1,820,000.00	5.70%	\$ 85,000.00	\$ 51,870.00	\$ 136,870.00
11/01/2022	\$ 1,735,000.00	5.70%	\$ -	\$ 49,447.50	\$ 49,447.50
5/01/2023	\$ 1,735,000.00	5.70%	\$ 85,000.00	\$ 49,447.50	\$ 134,447.50
11/01/2023	\$ 1,650,000.00	5.70%	\$ -	\$ 47,025.00	\$ 47,025.00
5/01/2024	\$ 1,650,000.00	5.70%	\$ 90,000.00	\$ 47,025.00	\$ 137,025.00
11/01/2024	\$ 1,560,000.00	5.70%	\$ -	\$ 44,460.00	\$ 44,460.00
5/01/2025	\$ 1,560,000.00	5.70%	\$ 95,000.00	\$ 44,460.00	\$ 139,460.00
11/01/2025	\$ 1,465,000.00	5.70%	\$ -	\$ 41,752.50	\$ 41,752.50
5/01/2026	\$ 1,465,000.00	5.70%	\$ 100,000.00	\$ 41,752.50	\$ 141,752.50
11/01/2026	\$ 1,365,000.00	5.70%	\$ -	\$ 38,902.50	\$ 38,902.50
5/01/2027	\$ 1,365,000.00	5.70%	\$ 110,000.00	\$ 38,902.50	\$ 148,902.50
11/01/2027	\$ 1,255,000.00	5.70%	\$ -	\$ 35,767.50	\$ 35,767.50
5/01/2028	\$ 1,255,000.00	5.70%	\$ 115,000.00	\$ 35,767.50	\$ 150,767.50
11/01/2028	\$ 1,140,000.00	5.70%	\$ -	\$ 32,490.00	\$ 32,490.00
5/01/2029	\$ 1,140,000.00	5.70%	\$ 120,000.00	\$ 32,490.00	\$ 152,490.00
11/01/2029	\$ 1,020,000.00	5.70%	\$ -	\$ 29,070.00	\$ 29,070.00
5/01/2030	\$ 1,020,000.00	5.70%	\$ 130,000.00	\$ 29,070.00	\$ 159,070.00
11/01/2030	\$ 890,000.00	5.70%	\$ -	\$ 25,365.00	\$ 25,365.00
5/01/2031	\$ 890,000.00	5.70%	\$ 130,000.00	\$ 25,365.00	\$ 155,365.00
11/01/2031	\$ 760,000.00	5.70%	\$ -	\$ 21,660.00	\$ 21,660.00
5/01/2032	\$ 760,000.00	5.70%	\$ 140,000.00	\$ 21,660.00	\$ 161,660.00
11/01/2032	\$ 620,000.00	5.70%	\$ -	\$ 17,670.00	\$ 17,670.00
5/01/2033	\$ 620,000.00	5.70%	\$ 145,000.00	\$ 17,670.00	\$ 162,670.00
11/01/2033	\$ 475,000.00	5.70%	\$ -	\$ 13,537.50	\$ 13,537.50
5/01/2034	\$ 475,000.00	5.70%	\$ 150,000.00	\$ 13,537.50	\$ 163,537.50
11/01/2034	\$ 325,000.00	5.70%	\$ -	\$ 9,262.50	\$ 9,262.50
5/01/2035	\$ 325,000.00	5.70%	\$ 160,000.00	\$ 9,262.50	\$ 169,262.50
11/01/2035	\$ 165,000.00	5.70%	\$ -	\$ 4,702.50	\$ 4,702.50
5/01/2036	\$ 165,000.00	5.70%	\$ 160,000.00	\$ 4,702.50	\$ 164,702.50
11/01/2036	\$ 5,000	5.70%	\$ -	\$ -	\$ -
			\$ 1,895,000.00	\$ 1,034,265.00	\$ 2,929,265.00

Budget Narrative
Fiscal Year 2021

REVENUES

Interest—Investments

The District earns interest income on their checking account and other Money Market accounts.

Special Assessment- Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for debt service expenditures during the Fiscal Year.

Special Assessment—CDD Collected

The District will direct bill Heritage Lake Partners LLC. For Non-Ad Valorem assessment on all the assessable property within the District to pay for the debt service expenditures during the Fiscal Year.

Special Assessment- Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Misc.-Assessment Collection Cost

The District reimburses the Charlotte County Tax Collector for applicable necessary administrative costs. Per Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for all collection costs is based on a maximum of 2% of the anticipated assessment collections.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Debt Service

Principal Debt Retirement

The District pays regular principal payments annually to pay down/retire the debt.

Interest Expense

The District pays interest expense on the debt twice during the year.

Heritage Lake Park
Community Development District

Supporting Budget Schedule
Fiscal Year 2021

**Comparison of Assessment Rates
Fiscal Year 2021 Budget vs. Fiscal Year 2020 Budget**

Neighborhoods	Total Units/Acres	ERU Per Unit	On-Roll ERUs	Off-Roll Units	2021 O & M Per Unit	2020 O & M Per Unit	Percent Change	2021 Debt Svc Per Unit	2020 Debt Svc Per Unit	Percent Change	2021 Total Per Unit	2020 Total Per Unit	Percent Change
Condo	246.00	1.00	246.00	-	\$1,857.17	\$1,441.52	28.8%	\$ 422.43	\$ 422.43	0.0%	\$ 2,279.60	\$ 1,863.95	22.3%
Park Villa	116.00	1.00	116.00	-	\$1,857.17	\$1,441.52	28.8%	\$ 422.43	\$ 422.43	0.0%	\$ 2,279.60	\$ 1,863.95	22.3%
Luxury Villa	60.00	1.00	60.00	-	\$1,857.17	\$1,441.52	28.8%	\$ 464.67	\$ 464.67	0.0%	\$ 2,321.84	\$ 1,906.19	21.8%
	422.00		422.00	-									
Commercial	14.16	3.77	53.38	-	\$511.83	\$409.46	25.0%	\$ -	\$ -	0.0%	\$ 511.83	\$ 409.46	25.0%

9B.



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

February 27, 2020

To the Board of Supervisors
Heritage Lake Park Community Development District
Charlotte County, Florida

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of Heritage Lake Park Community Development District's (the "District") financial statements as of and for the year ending September 30, 2019.

Communication

Effective two-way communication between our firm and the Board of Supervisors is important to understanding matters related to the audit and developing a constructive working relationship.

Your insights may assist us in understanding the District and its environment, identifying appropriate sources of audit evidence and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will communicate to us any matters you consider relevant to the audit in a timely manner. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will communicate to you, in timely manner, any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Fort Pierce / Stuart

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Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA

Board of Supervisors
Heritage Lake Park Community Development District
February 27, 2020
Page 2

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be provided by Berger, Toombs, Elam, Gaines, and Frank and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your organization functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of your organization's objectives, strategies, risks and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality in both planning and performing the audit; evaluating the effect of identified misstatements on the audit and the effect of uncorrected misstatements, if any, on the financial statements; and forming the opinion in our report on the financial statements, and determining or reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures.

Board of Supervisors
Heritage Lake Park Community Development District
February 27, 2020
Page 3

The Concept of Materiality in Planning and Executing the Audit (Continued)

Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of the District's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue a report on internal control related to the financial statements. This report describes the scope of testing of internal control and the results of our tests of internal control. Our report on internal control will include any significant deficiencies and material weaknesses in internal controls of which we become aware of as a result of our understanding and testing of internal controls consistent with the requirements of *Government Auditing Standards* issued by the Comptroller General of the United States.

Timing of the Audit

We have scheduled preliminary audit field work for February 2020. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the District.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Board of Supervisors
Heritage Lake Park Community Development District
February 27, 2020
Page 4

This communication is intended solely for the information and use of the Board of Supervisors and is not intended to be, and should not be, used by anyone other than this specified party.

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J.W. GAINES, CPA

9D.

Heritage Lake Park CDD

April 22, 2020 – Field Management Report



www.inframarkkims.com

Inspected by: Justin Faircloth

1. Common Areas/Vacant Land

The fiberglass utility boxes have been removed from the common area south of Royal Tern Circle.



2. Facilities

a. Backflow: The annual backflow inspection has been completed.

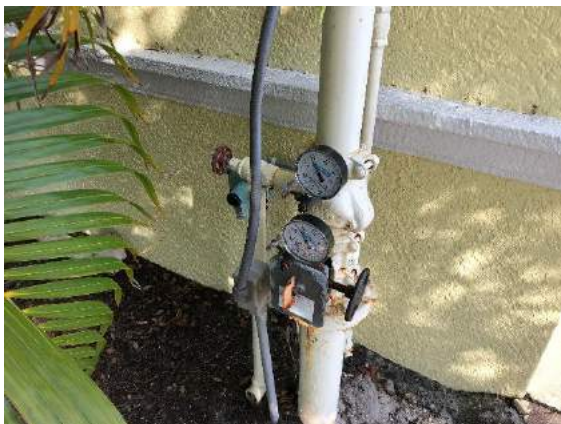


b. Clubhouse:

i. Library: One of the bookcases looks out of square and may need to be leveled or secured to the wall to prevent from falling or tipping.



- ii. Clubhouse Fire Extinguishers/Alarm/Sprinkler System:** Some of the smoke detectors have yellowed in appearance and the Board may wish to have these replaced. The fire control system needs the annual inspection completed. The FDC sign by the pool needs to be repositioned and likely replaced due to fading. The fire suppression system is missing annual inspection tags at the FDC and also on the gages outside the building next to the condenser enclosure. There is a water spot next to a sprinkler in the library, it should be checked to ensure there are no leaks.



- iii. **Clubhouse Defibrillator:** The warning alarm does not sound when the door is opened, the battery likely needs changing. The battery on the defibrillator unit is beginning to be drained and may need charging/battery replacement.



- iv. **Condenser Enclosure:** The gate to the enclosure was found unlocked. The vegetative debris should be removed from the enclosure on a monthly basis to prevent a place for rodents to nest/hide.



- v. **Doors:** No issues Observed.
- vi. **Kitchen:** No issues observed.
- vii. **Perimeter of clubhouse:** A rocker has one of its rocker runners broken. A rear column may need to be pressure washed to remove brown smears.



C. Fitness Center:

- i. Doors:** The entry door to the gym does not close on its own and as a result users are touching the door to close it causing wear of the paint surface. The door needs repainting and the Board may wish to install a pneumatic door closer.



- ii. Equipment:** The Board may wish to have a new seat cover installed on a piece of equipment as tape has been placed over what appears to be a tear on the seat cover. The new treadmill unit has been installed.



- iii. Exterior:** The wall detail has been damaged on the eastern front corner of the building and needs to be repaired.



- iv. Water Heater:** The new unit has been installed, however, scraps of old tile materials were left on the base of the HVAC unit and the baseboard has been split where the overflow drain exits through the wall.



- d. Fountain:** The new control box for the fountain has been installed, however, the box was found unlocked. The motor control box may need to be replaced in the future due to signs of rust.



e. Gatehouse:

- i. Awning:** The fascia on the north side of the building has been hit several times and may need to be replaced/repared soon.



- ii. Cameras/Envera Equipment:** The visitor tag reader failed to work the day of the inspection. The vendor will be contacted about this issue.



- iii. Plumbing/Electrical:** A cap should be installed over the open pipe behind the building. The handle has been removed from the shut off valve for the water line into/out of the building and should be replaced.



- f. Mail Box Kiosks:** Pressure cleaning/painting of the kiosks may be necessary soon.



- g. Pool:** The pool resurfacing has been completed. As the curing of the new pool surface has been completed, the pool vendor can once again begin vacuuming the pool.



- i. Awning:** No new issues observed.
- ii. Chairs:** A resident mentioned during the inspection that some of the pool chairs have loose bolts on them and may need to be retightened before they are put back into service.



- iii. Fence:** The fence south of the pool adjacent to the fitness center has been damaged, resulting in three slats being impacted. The pool gates have been powder coated and are being installed. The Board may wish to have the conduit pipes capped outside of the pool fence adjacent to the new overflow drain swale.



- iv. Pool Deck:** The water hose should be removed before the pool is reopened to prevent a tripping hazard. The weeds on the pool deck need to be sprayed out.



- h. Tennis Courts:** The netting is falling in a few places around the fencing and should be reattached. All weeds should be sprayed out to prevent damage of the playing surface.



- i. Shed:** The lock on the door appears to be broken and should likely be replaced.



3. Lake/Wetland Management

The water level in the lakes is extremely low with many wetland areas exposed and no longer underwater as we are nearing the end of the dry season. Littorals appear to be healthy and growing well. All lake issues are low density unless otherwise noted.



a. Algae on Lakes: No issues observed.

b. Boundary Poles: Vegetation is protruding beyond the Willow Stand and encroaching on the open water area of L-1 and should be trimmed. Healthy spike rush in this area should be sprayed out as well as it is growing within the boundary poles. One pole was found down in W-C-3 and reinstalled. Most pole markings have faded away and are no longer visible.



c. Grass Clippings in Lakes: No issues observed.

d. Trash in Lakes: Minimal issues observed. Glass bottles and broken signs pulled from L-B 7 L-C.

e. Weeds:

i. Alligator Flag on Lakes: L-2 east bank.



ii. Cattails on Lakes: No issues observed.

iii. Climbing Hempvine: L-4 west bank.



iv. Dollar Weed on Lakes: L-4 east bank.



v. Duckweed on Lakes: No issues observed.

vi. Spatterdock/Water Lilly on Lakes: No issues observed.

vii. Torpedo Grass: L-3 southwest bank behind clubhouse.



viii. Water Lettuce on Lakes: No issues observed.

f. Wetlands: No issues observed.

4. Landscaping

- a. Commercial Properties:** A Brazilian pepper tree was found growing on one of the parcels. The Family Dollar property was found to be adding a variety of trash on the easement area and their sign has been recently damaged. Additionally, the landscaping adjacent to the fencing is beginning to be overgrown. The various parties will be contacted to address these concerns.



- b. Edging:** Edging should be completed around all valve boxes, drainage structures, etc. to prevent grass overgrowth/debris covering from occurring.





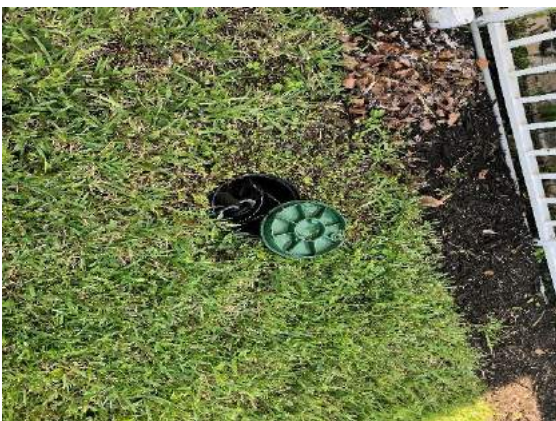
- C. Flower Beds:** The beds around L-3 are in various states of condition and are not uniform in appearance. The Board may wish to decide if residents may install items as they wish in these beds. Although this area has not been surveyed in detail it appears from the data on hand that the majority of these beds are on CDD property.



- d. Invasive/Exotic Issues:** Brazilian pepper trees were found growing behind the clubhouse and on the west side of the pool within the cocoplum hedge.



- e. Mowing:** Care should be taken when mowing around ground equipment. Several of the cleanout caps have been cut above the eastern drainage pipe that should now be replaced. All covers should be replaced during the mowing process if disturbed. Additionally, all District areas should be mowed per the contract schedule. The drain swale between Royal Tern Circle and the area around the western mail box kiosks along the roadway were found with high grass.





- f. Plant Health:** Some hibiscus plantings around the eastern mail kiosks off of Royal Tern Circle are missing and others are growing at an angle, while the western kiosk has healthy plantings all around the concrete slab. There is a section along the eastern wall along Royal Tern Circle where there are little to no plantings. The Board may wish to have additional plantings installed to fill in the gaps.



- g. Tree Maintenance:** Many trees were staked after Hurricane Irma, however, the condition of some of the staking materials are in various stages of disrepair. The staking needs to be re-established if necessary or all staking materials need to be removed completely off site.



h. Trimming:

- i. **Clubhouse:** The hedges behind the clubhouse are in need of trimming as they are getting very high and blocking water views. Additionally, the hedge should be trimmed away from the fountain control panel.



- ii. **Entry Fencing/Monuments:** The Brazilian pepper trees on the eastern commercial parcel should be cut back from the fencing and monuments.



- iii. **Fitness Center:** The cocoplum hedge around the fencing adjacent to the fitness center bathrooms needs trimming. The trees behind the fitness center and between the tennis courts likely need to be trimmed to encourage upward and outward growth.



- iv. **FDC:** The hedge should be trimmed back away from the fire hydrant to allow for easy access and visibility in case of a fire.



- v. Mailbox Kiosks:** The tree limbs should be cut back from the mail kiosk along Willow Hammock Circle.



- vi. Roadway Lighting:** The tree limbs should be cut back from all lights along the roadways. Trimming has recently been completed on the eastern portion of Heritage Lake Boulevard.



- vii. Weeding:** All weeds should be sprayed out around trees and various mulch beds. Additionally, unwanted palms should be sprayed out before they become mature and a future maintenance issue for the District.



5. Irrigation System

- a. **Pump Station #1:** Palm found growing in the hedge should be sprayed out or removed. Plantings should be cut back from equipment.



- b. **Pump Station #2:** New clusia plantings have been installed around the pumping equipment which will provide great cover once mature.



- C. Pump Station #4:** Old piping/equipment has been left on site after the recent repair that should be removed. The Board may wish to install plantings around the new well. The plantings around the capped well and equipment have not been kept up and a Brazilian pepper tree is growing in the area that should be removed.



- d. Pump Station #7:** The Board may wish to add plantings around the pumping equipment as was recently done on pump station #2 to hide the equipment.



e. Valve covers: Box covers should be replaced when work is not being performed.



f. Water Spigots: The Board may wish to install hedges around the various spigots around L-3 to hide them from view.



6. Perimeter Wall/Fencing/Monuments: The recent cleaning of the south eastern wall along Royal Tern Circle has been completed and the wall appearance is much improved. Various areas of the wall/monuments have been damaged and are in need of repair.



7. Roadways

a. Gate Systems: No issues observed.

b. Pavement: The recent scheduled roadway repairs have been completed.



i. Cracking: Grass growing in the parking lot cracks should be sprayed out to prevent additional cracking and possible undermining of the base material.



ii. Potholes: No new issues observed.

c. Roadway Lighting: A light pole was found leaning off of Royal Tern Circle and should be repaired. A broken light pole was found adjacent to the rear wall along Royal Tern that likely should be discarded.



d. Roadway Signage: Various damage was observed on several roadway signs that should be repaired.



8. Sidewalks

Weeds growing in the sidewalks should be sprayed out. The new gate to the tennis courts should be raised to avoid scraping on the pavers.



9. Storm Water Drainage System

a. Catch Basins: All basins should be kept free of debris and checked on a regular basis. Failure to keep the drains free of debris may cause additional erosion to adjacent lake banks.



b. Drain Culverts/Interconnects: No issues observed.

c. Erosion: Erosion is evident behind the Clubhouse on L-3 on the west bank adjacent to the new flume, but this appears to have been caused prior to the installation of the flume. This area should be monitored to ensure there are no flow issues with the new flume. Additionally, erosion was observed on the east bank of L-3 behind units 7 & 8 near the outflow from S-48. This area was previously addressed in 2017 and follow up with the vendor is suggested to see if this can be repaired under warranty. Lastly, step erosion is evident on several of the lakes and will eventually need to be addressed.



d. Lake Weirs:

- i. Outfall:** The drainage grate is completely covered and the corresponding swell has encroaching vegetation. All vegetation should be cut before the rainy season developing a clear path for water to drain from control structure #2 on L-C.



- ii. Pool Drainage:** The pool drainage revision has been completed and is no longer discharging directly into control structure #1 on L-3.



10. Residential Complaints/Concerns

Numerous irrigation/landscape concerns received. Two comments received on the condition of the wall. One comment received on the condition of the pool chairs.

11. Fish/Wildlife Observations

- | | | | |
|---|---|-------------------------------------|--|
| <input type="checkbox"/> Bass | <input type="checkbox"/> Bream | <input type="checkbox"/> Catfish | <input type="checkbox"/> Gambusia |
| <input type="checkbox"/> Egrets | <input type="checkbox"/> Herons | <input type="checkbox"/> Coots | <input type="checkbox"/> Gallinules |
| <input checked="" type="checkbox"/> Anhinga | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Osprey | <input type="checkbox"/> Ibis |
| <input type="checkbox"/> Woodstork | <input type="checkbox"/> Otter | <input type="checkbox"/> Alligators | <input checked="" type="checkbox"/> Snakes |
| <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other: <u>Ducks, Roseate Spoonbill</u> | | |

9Ei

From: Scott Copeland <copelandsei@aol.com>
Sent: Wednesday, March 4, 2020 7:50 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: Re: H LPCDD - RE: Drainage Easements Tracts S-5 & S-6

Thanks Justin,

That good to hear thanks, but that said we don't just cut down trees and haul them away unless instructed to do so from the board or client.

Plus the flume has over 120 feet of 5/8 rebar in the structure, but if they want it can be removed pretty easy it only take about 5 minutes to cut it down.

Also I will not be able to get up to look at the grades at HLP until next week we have 2 guys out sick and only 2 working so it is a little hard to get away right now, Sorry.

But I will have to shoot the elevation with our level to prove what is going and that will cost \$ 150.00 per hour with travel for a 2 man crew. is that ok?

Let me know?

Thanks Scott

Copeland Southern Enterprises Inc.

1668 Many Road, N. Fort Myers, Fl. 33903

Email : copelandsei@aol.com or [gmail.com](mailto:copelandsei@gmail.com)

Work : 239-995-3684

Fax : 239-995-0058

Cell : 239-707-6806

-----Original Message-----

From: Faircloth, Justin <justin.faircloth@inframark.com>
To: Scott Copeland <copelandsei@aol.com>
Sent: Wed, Mar 4, 2020 1:43 pm
Subject: H LPCDD - RE: Drainage Easements Tracts S-5 & S-6

Scott,

Would you be able to take a look to see if there is not a drainage issue in the swale behind Heron Lake Drive within Heritage Lake Park CDD? We are still getting complaints from a resident there regarding the swale behind the villas (S-5). I apologize, but I was supposed to have you look at this while you were on site. I know you have looked at this before, but if you are in the area I would appreciate you double checking just to ensure there is nothing the CDD needs to do on its part.

The Board was pretty happy with your work and how your company conducted themselves and the precautions taken when working around the pool and clubhouse. Praise we mentioned about your firm by Supervisor Collins at the meeting. They did say though that the oak tree by the new flume should likely have been removed prior to installing the flume. Now we have to consider whether the roots will possibly affect the flume in the future and if the tree should be cut down and the stump treated.

Sincerely,
Justin
Justin Faircloth | CAM, CDM | District Manager



5911 Country Lakes Drive | Fort Myers, FL 33905

(O) 239.245.7118 ext. 306 | (M) 239.785.0675 | www.inframarkims.com

From: Scott Copeland <copelandsei@aol.com>

Sent: Sunday, April 7, 2019 8:47 PM

To: justin.faircloth@inframark.com

Subject: Drainage Easements Tracts S-5 & S-6

Justin,

As discussed of the phone Friday, I was on site @ Heritage Lake Park bidding on the proposed Restoration of the Drainage

Swale for S-5 and S-6 I found that the elevations shot from Stantec do not match the ground contours on site for both locations

which I believe could be because of poor satellite coverage for the surveyor's GPS units under the trees.

The biggest discrepancy in Elevations that was seen was at the Catch Basin for S-6 Stantec Plans say that the Ground elevation is

1 1/4 inches below the Catch Basin when in fact the ground is 2 inches above the Catch basin which will not hold water back from flowing

into the catch basin but just the opposite it just fine the way it is allowing the water flow as it should into the Basin.

Also there are no other discrepancy seen along the 2 drainage easements for if there were low areas along the swale it would kill the existing

sod because of the standing water and water type grasses and weeds would have taken over and that was found no were along either swale.

I believe your swales S-5 and S-6 is functioning within designed parameters and are no need of a clean out at this time other than some weed eating at the north end of S-5.

Please do not hesitate to call or email me, if you have any questions or need additional information.

Thanks Scott

Copeland Southern Enterprises Inc.

1668 Many Road, N. Fort Myers, FL 33903

Email : copelandsei@aol.com or [gmail.com](mailto:justin.faircloth@inframark.com)

Work : 239-995-3684

Fax : 239-995-0058

Cell : 239-707-6806

9Eii



Service History Report

March 4, 2020
50097

Heritage Lake Park CDD

Date Range: 02/01/20..02/29/20

Toll Free: (888) 480-5253
Fax: (888) 358-0088
www.solitudelakemanagement.com

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Service Date	2/21/2020	H2222
No.	PI-A00363648	
Order No.	SMOR-307006	
Contract No.	SVR05926	
Technician Name and State License #s	Kris Land	

Service Item #	Description	Lake No.	Lake Name
H2222-LAKE-ALL	Heritage Lake Park Cdd LAKE ALL	ALL	
Technician's Comments:	Inspected all lakes on property. No algae present and no grasses in need of spraying. Weather was cool, rainy, and windy over 15 mph. I will need to bring the airboat out next month and treat LB and LC for baby tears.		
General Comments:	Inspected Lake		
Inspected for algae			No treatment required
Inspected for Aquatic Weeds			No treatment required
Inspected for Undesirable Shoreline Vegetation			No treatment required



Service History Report

April 6, 2020
50097

Heritage Lake Park CDD

Date Range: 03/01/20..03/31/20

Toll Free: (888) 480-5253

Fax: (888) 358-0088

www.solitudelakemanagement.com

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Service Date	3/27/2020	H2222
No.	PI-A00380980	
Order No.	SMOR-315284	
Contract No.	SVR05926	
Technician Name and State License #s	Kris Land	

Service Item #	Description	Lake No.	Lake Name
H2222-LAKE-ALL	Heritage Lake Park Cdd LAKE ALL	ALL	
Technician's Comments:	No algae present at time of service. The fog was very thick this morning. Itreated grasses on L-1,L-2,L-3, and L-4. Will treat baby tears first of nextmonth they are ready.		
General Comments:	Inspected Lake		
Inspected for algae		No treatment required	
Inspected for Aquatic Weeds		No treatment required	
Inspected for Undesirable Shoreline Vegetation		Treated	

9Eiii

From: Karen Loraine Bryan <KBryan@bbpria.com>
Sent: Friday, March 20, 2020 12:00 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: RE: HLPCCD - Property Schedule

Hello Justin,

The carrier has agreed to waive the fees to include the two extra pumps to the schedule. I will send you the endorsement shortly.

The best preparation for tomorrow is doing your best today.

Thank You

Karen L. Bryan

Public Risk Specialist

kbryan@bbpria.com

D (386) 239-4056 | O (386) 252-6176 | F (386) 239-4049

Public Risk Insurance Advisors

220 S. Ridgewood Ave., Suite 210

Daytona Beach, FL 32114



bbpria.com



For any claims related issues, please email claims@bbpria.com

For certificate requests, please sent to certificates@bbpria.com

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Thank You

From: Faircloth, Justin <justin.faircloth@inframark.com>

Sent: Wednesday, March 4, 2020 12:45 PM

To: Karen Loraine Bryan <KBryan@bbpria.com>

Subject: H LPCDD - Property Schedule

Karen,

I recently reviewed the property schedule and discovered that only five irrigation pumps are listed, however, the District actually has seven (see the attached irrigation plans). At the meeting on Monday the Board approved to have the property schedule updated to reflect the seven pumps we actually have.

Let me know if you have any questions or need anything further from me on this item.

Sincerely,

Justin

Justin Faircloth | CAM, CDM | District Manager



5911 Country Lakes Drive | Fort Myers, FL 33905

(O) 239.245.7118 ext. 306 | **(M)** 239.785.0675 | www.inframarkims.com

SUPERVISORS, PLEASE DO NOT REPLY TO ALL AS THIS COULD BE A VIOLATION OF THE FLORIDA SUNSHINE PROVISIONS.

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9Eiv

Preferred Governmental Insurance Trust Coverage Agreement Endorsement

Endorsement No.: 003

Member: Heritage Lake Park Community Development District

Effective Date: See Below

Agreement No.: K2FL1 0084003 18-09

Coverage Period: 10/01/2018 to 10/01/2020

The Coverage Agreement is amended as follows:

Property

changed

Location 01 7 Irrigation Pumps, 25635 Heritage Lake Blvd, Punta Gorda, FL, 33983 (Charlotte)

Building Value is increased from: \$51,600 to \$72,240

Contents Value remains unchanged (\$137,300)

Revised TIV

Buildings: \$ 2,064,610

Contents: \$ 137,300

Total: \$ 2,201,910

Subject otherwise to the terms, conditions, and exclusions of the coverage agreement.

Issued: 03/20/2020

Authorized By: 



Property Schedule

Agreement Period: 10/01/2018 through 10/01/2020

COVERED PARTY: Heritage Lake Park Community Development District

AGREEMENT NO.: PK2FL1 0084003 18-09

AGENCY: Public Risk Insurance Advisors

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents ue
001	Various Irrigation ontrol panels and valves	25635 Heritage Lake Blvd. Punta Gorda FL 33983	243 - Electrical Equipment	10/01/2019	10/01/2020	\$22,500	\$0
002	Tennis Court Fence, Nets & Lights	25633 Heritage Lake Blvd. Punta Gorda FL 33983	102 - PITO	10/01/2019	10/01/2020	\$128,900	\$0
003	wimming Pool	25635 Heritage Lake Blvd. Punta Gorda FL 33983	223 - On Ground Liquid torage Tank	10/01/2019	10/01/2020	\$29,070	\$0
004	Pool Awning	25635 Heritage Lake Blvd. Punta Gorda FL 33983	102 - PITO	10/01/2019	10/01/2020	\$7,900	\$0
005	Gatehouse	25500 Heritage Lake Blvd. Punta Gorda FL 33983	119 - JM	10/01/2019	10/01/2020	\$59,800	\$15,600
006	Fitness Center	25633 Heritage Lake Blvd. Punta Gorda FL 33983	119 - JM	10/01/2019	10/01/2020	\$188,000	\$27,700
007	Electric Gate	Willow Hammock Circle Punta Gorda FL 33983	102 - PITO	10/01/2019	10/01/2020	\$10,900	\$0
008	Clubhouse	25635 Heritage Lake Blvd. Punta Gorda FL 33983	119 - JM	10/01/2019	10/01/2020	\$1,073,600	\$94,000
009	6,030 ' Wall	North, east south and and portion of west side Punta Gorda FL 33983	102 - PITO	10/01/2019	10/01/2020	\$306,300	\$0
010	5 Mailbox kiosks	25635 Heritage Lake Blvd. Punta Gorda FL 33983	102 - PITO	10/01/2019	10/01/2020	\$25,000	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents ue
011	7 Irrigation pumps	25635 Heritage Lake Blvd. Punta Gorda FL 33983	251 - Pump/Lift tation	10/01/2019	10/01/2020	\$72,240	\$0
012	2000 ft fence (PVC material)	Rampart Blvd on either side of Heritage Lake Blvd Punta Gorda FL 33983	102 - PITO	10/01/2019	10/01/2020	\$66,700	\$0
013	1,343' Wall on Westside of CDD	25635 Heritage Lake Blvd. Punta Gorda FL 33983	102 - PITO	10/01/2019	10/01/2020	\$73,700	\$0

Total	\$2,064,610	\$137,300
TIV	\$2,201,910.00	