#### Heritage Lake Park Community Development District

#### November 1, 2021 Meeting

#### **AGENDA PACKAGE**

#### Communications Media Technology Via Zoom

**Meeting ID #: Meeting URL:** 

https://zoom.us/j/94537394539?pwd=R0UwMWdqaE9iNGFiS2F0ZjVmMU9rUT09

Call-In #: 1-929-205-6099

**Passcode: 902147** 

#### Heritage Lake Park Community Development District

#### **Inframark Infrastructure Management Services**

210 North University Drive, Suite 702 • Coral Springs, Florida 33071 Telephone: (954) 603-0033 • Fax: (954) 345-1292

October 25, 2021

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, November 1, 2021 at 10:00 a.m. at the Heritage Lake Park Clubhouse, 25635 Heritage Lake Boulevard, Punta Gorda, Florida. 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. Approval of the Minutes from the October 4, 2021 Meeting
  - B. Acceptance of the Financial Statements
  - C. Motion Assigning Fund Balance for September 30, 2021
- 6. Ratification of Agreements Per Spending Resolution 2017-03
  - A. New IO Quote 6991
  - B. Howard's Pool World Estimate 3310A
- 7. Engineer's Report
- 8. Old Business
  - A. D.R. Horton Contract Amendment Discussion
- 9. New Business
  - A. Discussion on CDD Rules
  - B. FY2022 Auditor Selection Process Discussion
    - i. Establishment of RFP Evaluation Criteria
    - ii. Authorization to Proceed with RFP
  - C. DTE Estimate 18051 Plant Replacement for Gate Incident
  - D. Action Automatic Door & Gate Proposal 126734
  - E. Copeland Southern Stormwater Drainage Repairs Updated Proposal
  - F. Discussion of Hosting a Blood Drive with OneBlood, Inc.
- 10. Manager's Report
  - A. Landscape/Irrigation Update
  - B. Field Management Report
  - C. Update on Follow-Up Actions
    - i. Solitude Service Report
- 11. Attorney's Report
- 12. Supervisors' Reports, Requests and Comments
- 13. Chairman's Comment

Heritage Lake Park CDD October 25, 2021 Page 2

#### 14. Audience Comments

#### 15. 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

1 2 3	MINUTES OF HERITAGE LA COMMUNITY DEVELO	AKE PARK
4 5	The regular meeting of the Board	d of Supervisors of the Heritage Lake Park
6	Community Development District was held	on Monday, October 4, 2021 at 10:00 a.m. at
7	the Heritage Lake Park Clubhouse, 25635 H	Ieritage Lake Boulevard, Punta Gorda, Florida.
8 9 10	Present and constituting a quorum w	/ere:
11	Paul Eberhardt	Chairperson
12	Elizabeth Shella	Vice Chairperson
13	Douglas Carville	Assistant Secretary
14	James DeFilippo	Assistant Secretary
15	Lawrence Forlano	Assistant Secretary
16 17	Also progent word	
18	Also present were:	
19	Justin Faircloth	District Manager
20	Residents	District Manager
21		
22	The following is a summary of the d	iscussions and actions taken.
23		
24	FIRST ORDER OF BUSINESS	Roll Call
25		order and a quorum was established.
26	5	1
27	SECOND ORDER OF BUSINESS	Pledge of Allegiance
28	The Pledge of Allegiance was recite	d.
29		
30	THIRD ORDER OF BUSINESS	Approval of Agenda
31	• Item 8.A Berger, Toombs,	Elam, Gaines & Frank FY 2021 Audit
32	Engagement Letter, was add	ed to the agenda.
33		
34	On MOTION by Mr. Eberh	ardt seconded by Mr. Forlano,
35	with all in favor, the agenda	
36		
37	FOURTH ORDER OF BUSINESS	Audience Comments on
38		Agenda Items
39	Ms. Carlotta Piper inquired a	8
40	Mr. Faircloth outlined the Ba	alance Sheet and Fund Balance.
41		
41		

42		ER OF BUSINESS Approval of Consent Agenda
43		oproval of the Minutes from the September 13, 2021 Meeting
44 45		eceptance of the Financial Statements
46	C. Ka	ntification of Agreements Per Spending Resolution 2017-03
47		On MOTION by Ms. Shella seconded by Mr. DeFilippo,
48		with all in favor, the consent agenda was approved as
49		presented.
50		
51		ER OF BUSINESS Engineer's Report
52 53	There	being none, the next agenda item followed.
54	SEVENTH O	ORDER OF BUSINESS Old Business
55	<b>A.</b>	Discussion of Fiscal Year Meeting Schedule and the Addition of
56		a November 1, 2021 Meeting
57	•	Mr. Faircloth noted the November meeting was not included on the FY 2022
58		Meeting Schedule approved at the last meeting.
59		
60		On MOTION by Ms. Shella seconded by Mr. Forlano, with
61		all in favor, the addition of a November 1, 2021 meeting to
62		the schedule was approved.
63 64	EIGHTH OF	RDER OF BUSINESS New Business
65	<b>A.</b>	Berger, Toombs, Elam, Gaines & Frank FY 2021 Audit Engagement
66		Letter
67	•	Mr. Faircloth addressed the engagement letter and the RFP process for FY
68		2022.
69		
70		On MOTION by Ms. Shella seconded by Mr. Forlano, with
71		all in favor, the Berger, Toombs, Elam, Gaines & Frank FY
72		2021 Audit Engagement Letter at a cost of \$3,900.00 was
73 74		approved with modified language provided by Mr. Cohen protecting the District's sovereign immunity.
		protecting the District's sovereign minimum.
75 75		
76	NIINTII OPT	NED OF DUCINECS M
77 78		DER OF BUSINESS Manager's Report
79		andscape/Irrigation Update allowing was discussed:
1)	The IC	no ming mad dibodobod.

80	<ul> <li>Trimming the cocoplums around the tennis courts was discussed and</li> </ul>
81	the Board agreed to continue to allow the plants to grow taller while
82	trimming them as necessary to keep them orderly.
83	Ms. Shella requested that Well #5 DTE invoices continue to be held
84	until the equipment was working properly and pressure issues were
85	resolved.
86	• Rain gauges and their operation were discussed.
87 88 89	<ul> <li>B. Field Management Report</li> <li>The Field Management Report was reviewed with the Board and it</li> </ul>
90	was noted that the report and future reports would be sent to
91	Howard's Pool World.
92 93 94	C. Update on Follow-up Actions The following was discussed:
95	• Lake 1 erosion proposal revisions.
96	<ul> <li>House Bill 53 and the newly issued template on how the report</li> </ul>
97	should look.
98	<ul> <li>Foreclosed parcel progress.</li> </ul>
99 100 101	<ul> <li>i. Solitude Service Report</li> <li>The report was presented to the Board.</li> </ul>
101 102 103	<ul> <li>ii. Fiscal Year 2022 Insurance Review</li> <li>The FY 2022 Insurance information was reviewed with the Board and it</li> </ul>
104	was noted the premium was substantially reduced after Egis was contacted
105	and PRIA was given an opportunity to revise their initial proposal.
106 107 108	TENTH ORDER OF BUSINESS  • The email from the attorney regarding the need for the wall or a
109	landscaping buffer was discussed with the Board.
110 111 112	ELEVENTH ORDER OF BUSINESS  Supervisors' Reports, Requests and Comments
113 114	<ul> <li>Mr. Forlano discussed paving of the Clubhouse parking lot.</li> </ul>
114	- 1111. I offatto discussed paving of the Chollouse parking for.

•	Mr. Faircloth will reach out to the I	Engineer to obtain proposals for
	the paving.	
•	Ms. Shella discussed vendor assigni	ments.
	On MOTION by Ms. Shella secon with all in favor, authorizing Ms. events and oversight of the Office M	Shella to approve CDD
TWELFTH	ORDER OF BUSINESS  Mr. Faircloth discussed the tennis c	Chairman's Comments ourts and the most recent email
	circulating the community regarding	g play on the court.
•	The Board agreed that the hours for	the tennis courts should be set
	to the hours of the Clubhouse in agre	eement with the District's rules.
THIRTEEN' •	<b>ΓΗ ORDER OF BUSINESS</b> Residents inquired about Clubhouse and mailbox kiosks.	Audience Comments paving, sidewalk maintenance
	TH ORDER OF BUSINESS being no further business,	Adjournment
	On MOTION by Mr. Forlano secon all in favor the meeting was adjourn	
Justin Fairclo	th, Secretary	Paul Eberhardt, Chairman

# **5B**

# Heritage Lake Park Community Development District

Financial Report
September 30, 2021



Payment Register by Bank Account

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# Heritage Lake Park Community Development District

**Financial Statements** 

(Unaudited)

September 30, 2021

#### Balance Sheet September 30, 2021

ACCOUNT DESCRIPTION	G	ENERAL FUND	RIES 2005 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$	53,525	\$ -	\$ 53,525
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		548,305	-	548,305
Prepayment Account		-	7,313	7,313
Reserve Fund		-	127,644	127,644
Revenue Fund		-	58,865	58,865
Prepaid Items		5,740	-	5,740
TOTAL ASSETS	\$	608,370	\$ 193,822	\$ 802,192
LIABILITIES  Accounts Payable  Account Expanses	\$	13,584 3,765	\$ -	\$ 13,584 3,765
Accrued Expenses		•	-	·
Sales Tax Payable		11	-	11
TOTAL LIABILITIES		17,360	-	17,360
FUND BALANCES  Nonspendable:				
Prepaid Items		5,740	-	5,740
Restricted for:				
Debt Service		-	193,822	193,822
Assigned to:		440 707		440.707
Operating Reserves		116,767	-	116,767
Reserves - Capital Projects		76,536	-	76,536
Reserves - Legal		3,792	-	3,792
Reserves - Roadways		220,780	-	220,780
Reserves - Stormwater System		45,969	-	45,969
Reserve - Wall  Unassigned:		56,870 64,556	-	56,870 64,556
		64,556	-	64,556
TOTAL FUND BALANCES	\$	591,010	\$ 193,822	\$ 784,832
TOTAL LIABILITIES & FUND BALANCES	\$	608,370	\$ 193,822	\$ 802,192

ACCOUNT DESCRIPTION	Δ	ANNUAL DOPTED BUDGET	YE	EAR TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD		SEP-21 ACTUAL
REVENUES				71010712	7,50, 125,505		7.01.07.12
Interest - Investments	\$	3,000	\$	1,108	36.93%	\$	80
Recreational Activity Fees	Ψ	8,000	Ψ	-,	0.00%	Ψ	-
Special Assmnts- Tax Collector		805,000		803,668	99.83%		422
Special Assmnts- Discounts		(32,200)		(28,376)	88.12%		(17)
Settlements		-		1,679	0.00%		17
Other Miscellaneous Revenues		500		283	56.60%		_
Gate Bar Code/Remotes		1,000		3,487	348.70%		164
TOTAL REVENUES		785,300		781,849	99.56%		666
EXPENDITURES							
Administration							
P/R-Board of Supervisors		12,000		10,400	86.67%		1,000
FICA Taxes		918		796	86.71%		77
ProfServ-Arbitrage Rebate		600		-	0.00%		-
ProfServ-Dissemination Agent		1,126		1,126	100.00%		1,126
ProfServ-Engineering		4,000		708	17.70%		-
ProfServ-Legal Services		24,844		39,283	158.12%		2,342
ProfServ-Mgmt Consulting		58,656		58,656	100.00%		4,888
ProfServ-Trustee Fees		5,000		4,771	95.42%		-
ProfServ-Web Site Maintenance		1,316		2,869	218.01%		110
Auditing Services		3,850		3,725	96.75%		-
Postage and Freight		600		677	112.83%		473
Insurance - General Liability		2,808		4,132	147.15%		-
Printing and Binding		500		5	1.00%		-
Legal Advertising		900		1,042	115.78%		106
Misc-Bank Charges		600		344	57.33%		31
Misc-Assessment Collection Cost		16,100		15,506	96.31%		8
Office Supplies		35		-	0.00%		-
Annual District Filing Fee		175		175	100.00%		-
Total Administration		134,028		144,215	107.60%		10,161
<u>Field</u>							
ProfServ-Field Management		5,729		5,729	100.00%		477
ProfServ-Mgmt Consulting		-		3,156	0.00%		875
ProfServ-Wetlands		10,680		10,680	100.00%		890
Contracts-Landscape		70,800		64,086	90.52%		-
Contracts-Buffer Wall		13,600		3,500	25.74%		-
R&M-General		9,600		7,524	78.38%		-

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-21 ACTUAL
R&M-Irrigation	22,400	22,978	102.58%	7,191
R&M-Lake	5,000	-	0.00%	-
R&M-Mulch	5,500	7,200	130.91%	-
R&M-Sidewalks	3,000	-	0.00%	-
R&M-Trees and Trimming	5,995	9,405	156.88%	5,325
R&M-Lights	3,000	3,187	106.23%	542
R&M-Wall	8,000	3,933	49.16%	-
Misc-Contingency	7,473	9,227	123.47%	-
Total Field	170,777	150,605	88.19%	15,300
<u>Utilities</u>				
Communication - Telephone	500	742	148.40%	70
Electricity - General	5,500	4,886	88.84%	415
Internet Services	2,458	2,901	118.02%	259
Total Utilities	8,458	8,529	100.84%	744
<u>Gatehouse</u>				
Towing Services	250	-	0.00%	-
Contracts-Gates	1,080	-	0.00%	-
Contracts-Security System	55,608	57,918	104.15%	4,918
Electricity - General	2,800	2,925	104.46%	251
R&M-Buildings	500	50	10.00%	-
R&M-Gate	3,000	3,388	112.93%	-
Misc-Contingency	5,000	6,217	124.34%	-
Total Gatehouse	68,238	70,498	103.31%	5,169
Clubhouse and Recreation				
Payroll-Salaries	18,000	16,146	89.70%	1,957
Payroll-Maintenance	-	9,750	0.00%	1,190
Payroll Taxes	1,377	1,981	143.86%	241
Workers' Compensation	490	592	120.82%	-
Fire Alarm Monitoring	540	540	100.00%	-
Contracts-Fountain	664	680	102.41%	-
Contracts-Security Camera	550	550	100.00%	-
Contracts-Pools	8,600	13,440	156.28%	1,180
Contracts-Cleaning Services	12,420	12,420	100.00%	1,035
Contracts-HVAC	2,353	1,968	83.64%	-
Contracts-Pest Control	1,800	1,800	100.00%	150
Contracts-Security System	6,840	9,718	142.08%	822

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-21 ACTUAL
Pest Control - Bldg/Gnds	1,620	1,495	92.28%	_
Contractual Maint. Services	13,520	-	0.00%	-
Electricity - General	23,000	15,716	68.33%	891
Utility - Refuse Removal	2,609	2,933	112.42%	255
Utility - Water & Sewer	5,600	6,068	108.36%	452
Insurance - Property	29,004	37,696	129.97%	-
R&M-General	4,000	4,460	111.50%	23
R&M-Fountain	500	154	30.80%	-
R&M-Pools	23,658	3,432	14.51%	-
R&M-Tennis Courts	1,000	72	7.20%	-
R&M-Fitness Equipment	3,000	1,554	51.80%	
R&M-Fitness Center	2,000	351	17.55%	
R&M-Security Cameras	1,000	1,441	144.10%	
R&M-Backflow Inspection	154	145	94.16%	
Fire Ext Inspection & Repairs	500	98	19.60%	
R&M-Fire Alarm	500	-	0.00%	
Fire Alarm Inspection	200	198	99.00%	
R&M-Fire Sprinklers	500	450	90.00%	
R&M - Computer/Internet	2,500	1,525	61.00%	100
Misc-Cable TV Expenses	1,800	1,204	66.89%	105
Misc-Clubhouse Activities	4,800	34	0.71%	,
Misc-Contingency	24,370	4,840	19.86%	327
Office Supplies	3,000	2,177	72.57%	108
Cleaning Supplies	2,600	373	14.35%	
Cleaning Services	500	-	0.00%	
Cap Outlay - Other	30,000	33,928	113.09%	10,938
Total Clubhouse and Recreation	235,569	189,929	80.63%	19,774
Reserves				
Reserve - Roadways	110,575	-	0.00%	
Reserve-Stormwater System	29,220	-	0.00%	
Reserves - Wall	28,435		0.00%	
Total Reserves	168,230	-	0.00%	-
OTAL EXPENDITURES & RESERVES	785,300	E62 776	71.79%	51,148
ALVE EVERINDI OUFS & VESEVAES	700,000	563,776	11.13/0	51,14

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	 AR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-21 ACTUAL
Excess (deficiency) of revenues  Over (under) expenditures			 218,073	0.00%	 (50,482)
Net change in fund balance	\$	-	\$ 218,073	0.00%	\$ (50,482)
FUND BALANCE, BEGINNING (OCT 1, 2020)		372,937	372,937		
FUND BALANCE, ENDING	\$	372,937	\$ 591,010		

ACCOUNT DESCRIPTION	,	ANNUAL ADOPTED BUDGET	Y	EAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-21 ACTUAL
REVENUES						
Interest - Investments	\$	1,600	\$	14	0.88%	\$ 1
Special Assmnts- Tax Collector		180,800		180,800	100.00%	-
Special Assmnts- Discounts		(7,232)		(6,353)	87.85%	-
TOTAL REVENUES		175,168		174,461	99.60%	1
EXPENDITURES						
<u>Administration</u>						
Misc-Assessment Collection Cost		3,616		3,489	96.49%	
Total Administration		3,616		3,489	96.49%	
Debt Service						
Principal Debt Retirement		80,000		80,000	100.00%	-
Principal Prepayments		-		5,000	0.00%	-
Interest Expense		108,300		107,873	99.61%	 
Total Debt Service		188,300		192,873	102.43%	 
TOTAL EXPENDITURES		191,916		196,362	102.32%	-
Excess (deficiency) of revenues		•		•		
Over (under) expenditures		(16,748)		(21,901)	n/a	1
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		(16,748)		-	0.00%	
TOTAL FINANCING SOURCES (USES)		(16,748)		-	0.00%	-
Net change in fund balance	\$	(16,748)	\$	(21,901)	n/a	\$ 1
FUND BALANCE, BEGINNING (OCT 1, 2020)		215,723		215,723		 
FUND BALANCE, ENDING	\$	198,975	\$	193,822		

# Heritage Lake Park Community Development District

**Supporting Schedules** 

September 30, 2021

# Non-Ad Valorem Special Assessments - Charlotte County Tax Collector (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2021

										ALLOCATI	ON E	BY FUND	
	Discount / Gross										Se	eries 2005	
Date	Net Amo	unt	(F	Penalties)	С	ollection		Amount	General		De	Debt Service	
Received	Receive	ed		Amount		Costs	F	Received		Fund		Fund	
Assessments Levied							\$	985,799	\$	805,000	\$	180,800	
Allocation %							Φ	100%	Φ	82%	Φ	18%	
Allocation %								100 %		0270		10 70	
Real Estate Installme	nt												
11/06/20	\$ 11,	901	\$	652	\$	243	\$	12,796	\$	10,359	\$	2,437	
04/15/21	13,	782		208		281		14,272		11,524		2,748	
05/13/21	10,	292		(174)		210		10,328		8,402		1,926	
Real Estate Current													
11/12/20	8,	565		364		175		9,103		7,371		1,732	
11/18/20	42,	862		1,822		875		45,559		36,857		8,702	
11/24/20	98,	234		4,177		2,005		104,415		84,772		19,643	
12/03/20	106,	917		4,546		2,182		113,645		92,144		21,502	
12/10/20	177,	885		7,563		3,630		189,078		158,241		30,837	
12/17/20	275,	282		11,704		5,618		292,604		237,730		54,874	
01/14/21	98,	731		3,795		2,015		104,542		84,772		19,770	
02/11/21	10,	919		227		223		11,369		9,214		2,154	
03/11/21	22,	079		250		451		22,779		18,429		4,351	
04/08/21	37,			23		772		38,637		31,329		7,308	
Real Estate Current/Ir	nstallment												
06/08/21		911		(176)		121		5,856		4,730		1,126	
Real Estate Delinquer	nt												
07/15/21		146		(272)		187		9,061		7,371		1,690	
09/09/21		397		17		8		422		422		-	
TOTAL	\$ 930,	744	\$	34,729	\$	18,995	\$	984,467	\$	803,668	\$	180,800	
% COLLECTED								99.86%		99.83%		100.00%	
TOTAL OUTSTANDI	NG						\$	1,332	\$	1,332	\$		

#### Cash and Investment Balances September 30, 2021

	ACCOUNT NAME		BANK NAME	YIELD	BA	ALANCE
GENI	ERAL FUND					
	Public Funds Checking Cash On Hand/Petty Cash		Synovus	0.00%	\$	53,525 800
	•			Subtotal	\$	54,325
	Public Funds Money Market Variance Accou	ınt	BankUnited	0.15%		401,400
	Government Interest	Money Market	Valley National Bank	0.25%		146,906
				Subtotal	\$	548,305
DEBT	SERVICE FUND					
	Series 2005 Prepayment Account		U.S. Bank	0.01%		7,313
	Series 2005 Reserve Fund		U.S. Bank	0.01%		127,644
	Series 2005 Revenue Fund		U.S. Bank	0.01%		58,865
				Subtotal	\$	<b>193,821</b> (1)
				Total	\$	796,452

Note 1 - Invested in US Bank First American Government Obligation Fund

#### Heritage Lake Park CDD

Bank Reconciliation

Bank Account No. 9900 SYNOVUS GF CHECKING

 Statement No.
 09-21

 Statement Date
 9/30/2021

G/L Balance (LCY)	53,525.41	Statement Balance	87,849.21
G/L Balance	53,525.41	Outstanding Deposits	0.00
Positive Adjustments	0.00		
=		Subtotal	87,849.21
Subtotal	53,525.41	Outstanding Checks	34,323.80
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	53,525.41	Ending Balance	53,525.41

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
9/27/2021	Payment	10687	INFRAMARK, LLC	7,592.68	0.00	7,592.68
9/27/2021	Payment	10688	HIDDEN EYES LLC	5,739.86	0.00	5,739.86
9/27/2021	Payment	10689	KENNEDY ELECTRIC CO OF PUNTA GORD	541.56	0.00	541.56
9/27/2021	Payment	10690	BRYANT MILLER OLIVE P.A	3,360.00	0.00	3,360.00
9/27/2021	Payment	10691	GRANDE AIRE SERVICES, INC.	10,938.00	0.00	10,938.00
9/27/2021	Payment	10692	LINDA ROSS	513.97	0.00	513.97
9/27/2021	Payment	10693	DOWN TO EARTH LANDSCAPE & IRRIGATI	3,531.00	0.00	3,531.00
9/29/2021	Payment	10694	FPL SUMMARY BILLING	1,757.33	0.00	1,757.33
9/30/2021	Payment	10686	DAVID M. GROUT	349.40	0.00	349.40
Tota	al Outstanding	Checks		34,323.80		34,323.80

#### HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

#### Payment Register by Bank Account

For the Period from 9/1/21 to 9/30/21 (Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
SYNOVU	S GF CHEC	KING - (AC	CCT# XXX	XX9900)					
Check	10671	09/02/21	Employee	DAVID M. GROUT	PAYROLL	September 02, 2021 Payroll Posting			\$524.86
Check	10673	09/03/21	Vendor	INFRAMARK, LLC	67016	AUG MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,888.00
Check	10673	09/03/21	Vendor	INFRAMARK, LLC	67016	AUG MGMT FEES	ProfServ-Field Management	001-531016-53901	\$477.42
Check	10673	09/03/21	Vendor	INFRAMARK, LLC	67016	AUG MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-53901	\$62.50
Check	10673	09/03/21	Vendor	INFRAMARK, LLC	67016	AUG MGMT FEES	Postage and Freight	001-541006-51301	\$12.75
	10673	09/03/21	Vendor	INFRAMARK, LLC	67016	AUG MGMT FEES	ProfServ-Web Site Development	001-531047-51301	\$109.70
Check Check	10673 10674	09/03/21 09/03/21	Vendor Vendor	INFRAMARK, LLC WASTE MANAGEMENT INC OF FLORIDA	67016 9881910-0336-3	AUG MGMT FEES SEPT REFUSE REMOVAL	Misc-Contingency Utility - Refuse Removal	001-549900-57212 001-543020-57212	\$5.00 \$255.30
	10675	09/03/21	Employee	DAVID M. GROUT	PAYROLL	September 16, 2021 Payroll Posting	Ounty - Refuse Removal	001-343020-37212	\$164.70
Check	10676	09/16/21	Employee	ELIZABETH R. SHELLA	PAYROLL	September 16, 2021 Payroll Posting			\$184.70
Check	10677	09/16/21	Employee	PAUL R. EBERHARDT	PAYROLL	September 16, 2021 Payroll Posting			\$184.70
Check	10678	09/16/21	Employee	JAMES G. DEFILIPPO	PAYROLL	September 16, 2021 Payroll Posting			\$144.70
Check	10679	09/16/21	Employee	LAWRENCE G. FORLANO	PAYROLL	September 16, 2021 Payroll Posting			\$184.70
Check	10680	09/16/21	Vendor	SUNCOAST MEDIA GROUP	3806985	NOTICE OF PUBLIC HEARING 8/23-8/30/21	Legal Advertising	001-548002-51301	\$431.86
	10681	09/16/21	Vendor	PERSSON, COHEN & MOONEY, P.A.	1041	MASSEY THRU AUG 2021	ProfServ-Legal Services	001-531023-51401	\$514.00
Check	10681	09/16/21	Vendor	PERSSON, COHEN & MOONEY, P.A.	1040	GEN MATTERS THRU AUG 2021	ProfServ-Legal Services	001-531023-51401	\$128.50
Check	10682	09/16/21	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00670261	SEPT LAKE/POND MGMT SVCS	ProfServ-Wetlands	001-531048-53901	\$400.00
Check	10682	09/16/21	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00670260	SEPT LAKE/POND MGMT	ProfServ-Wetlands	001-531048-53901	\$490.00
Check Check	10683 10684	09/16/21 09/16/21	Vendor Vendor	COVERALL NORTH AMERICA, INC. DOWN TO EARTH LANDSCAPE & IRRIGATION	1160267707	CLEANING SVCS THRU SEP 2021	Contracts Landscape	001-534082-57212	\$1,035.00
Check	10684	09/16/21	Vendor Vendor	HIDDEN EYES LLC	INV103341 704048	AUG LANDSCAPE MAINT AUG ACCESS CONTROL	Contracts-Landscape Prepaid Items	001-534050-53901 155000	\$5,826.00 \$5,739.86
Check	10686	09/30/21	Employee	DAVID M. GROUT	PAYROLL	September 30, 2021 Payroll Posting	i repaiu iterno	133000	\$349.40
Check	10687	09/27/21	Vendor	INFRAMARK, LLC	67893	SEPT 2021 MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,888.00
Check	10687	09/27/21	Vendor	INFRAMARK, LLC	67893	SEPT 2021 MGMT FEES	ProfServ-Field Management	001-531016-53901	\$477.42
Check	10687	09/27/21	Vendor	INFRAMARK, LLC	67893	SEPT 2021 MGMT FEES	Postage and Freight	001-541006-51301	\$11.75
Check	10687	09/27/21	Vendor	INFRAMARK, LLC	67893	SEPT 2021 MGMT FEES	ProfServ-Web Site Maintenance	001-531094-51301	\$109.70
Check	10687	09/27/21	Vendor	INFRAMARK, LLC	67893	SEPT 2021 MGMT FEES	ProfServ-Dissemination Agent	001-531012-51301	\$1,126.00
Check	10687	09/27/21	Vendor	INFRAMARK, LLC	67893	SEPT 2021 MGMT FEES	MAINT TECH	001-549900-57212	\$5.00
Check	10687	09/27/21	Vendor	INFRAMARK, LLC	67893	SEPT 2021 MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-53901	\$875.00
Check	10687	09/27/21	Vendor	INFRAMARK, LLC	67893	SEPT 2021 MGMT FEES	OSHA & FL COMPLIANCE POSTER	001-551002-57212	\$99.81
Check	10688	09/27/21	Vendor	HIDDEN EYES LLC	705986	OCT SECURITY SVCS	Prepaid Items	155000	\$5,739.86
Check	10689	09/27/21	Vendor	KENNEDY ELECTRIC CO OF PUNTA GORDA, INC	19553	REPAIR STREETLIGHTS	R&M-Lights	001-546133-53901	\$541.56
Check Check	10690 10691	09/27/21 09/27/21	Vendor Vendor	BRYANT MILLER OLIVE P.A GRANDE AIRE SERVICES, INC.	76088 17193	SPEC COUNSEL THRU AUG 2021	ProfServ-Legal Services	001-531023-51401 001-564002-57212	\$3,360.00 \$10,938.00
Check	10691	09/27/21	Vendor	LINDA ROSS	083121-PC	INSTALLATION OF A/C SYSTEM PETTY CASH REIMB AUG	Cap Outlay - Other Postage and Freight	001-541006-51301	\$10,936.00
Check	10692	09/27/21	Vendor	LINDA ROSS	083121-PC	PETTY CASH REIMB AUG	LOCK FOR LIBRARY	001-546001-57212	\$22.67
Check	10692	09/27/21	Vendor	LINDA ROSS	083121-PC	PETTY CASH REIMB AUG	TRAVEL EXP - BOARD MEMBER	001-549900-57212	\$321.72
Check	10693	09/27/21	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV104305	REMOVAL / REPLACE FOXTAIL PALM	R&M-Trees and Trimming	001-546099-53901	\$1,140.00
Check	10693	09/27/21	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV104300	FILL IN SOIL @ PUMP STATION # 4	R&M-Irrigation	001-546041-53901	\$1,535.00
Check	10693	09/27/21	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	105540	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$165.00
Check	10693	09/27/21	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	105541	IRR REPAIRS AUG INSPECTION	R&M-Irrigation	001-546041-53901	\$123.00
Check	10693	09/27/21	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	105539	IRR REPAIRS CONTROLLER 4&5	R&M-Irrigation	001-546041-53901	\$348.00
Check	10693	09/27/21	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV106292	CHECKED NEW SOD INSTALL	R&M-Irrigation	001-546041-53901	\$220.00
Check	10694	09/29/21	Vendor	FPL SUMMARY BILLING	092221 CHK	BILL PRD 8/12-9/13/21	Electricity - General	001-543006-53903	\$415.09
	10694	09/29/21	Vendor	FPL SUMMARY BILLING	092221 CHK	BILL PRD 8/12-9/13/21	Electricity - General	001-543006-53904	\$251.22
Check	10694	09/29/21	Vendor	FPL SUMMARY BILLING	092221 CHK	BILL PRD 8/12-9/13/21	Electricity - General	001-543006-57212	\$1,091.02
ACH ACH	DD1018 DD1019	09/01/21	Employee	LINDA C. POSS	PAYROLL PAYROLL	September 01, 2021 Payroll Posting			\$553.38 \$545.54
	DD1019 DD1020	09/15/21 09/16/21	Employee Employee	LINDA C. ROSS DOUGLAS L. CARVILLE	PAYROLL	September 15, 2021 Payroll Posting September 16, 2021 Payroll Posting			\$545.54 \$154.70
	DD1020 DD1021	09/16/21	Vendor	CHARLOTTE COUNTY UTILITIES	082021-125125 ACH	BILL PRD 7/20-8/18/21	Utility - Water & Sewer	001-543021-57212	\$389.70
	DD1021 DD1022	09/13/21	Vendor	CHARLOTTE COUNTY UTILITIES  CHARLOTTE COUNTY UTILITIES	082021-123123 ACH 082021-121310 ACH	137378-121310 7/20-8/18/21	Utility - Water & Sewer	001-543021-57212	\$67.59
ACH	DD1022	09/18/21	Vendor	VALLEY NATIONAL BANK	082321-6536 ACH	AUG PURCHASES	PAINT	001-546165-53901	\$390.70
	DD1023	09/18/21	Vendor	VALLEY NATIONAL BANK	082321-6536 ACH	AUG PURCHASES	CAULKING	001-546001-53901	\$27.80
	DD1023	09/18/21	Vendor	VALLEY NATIONAL BANK	082321-6536 ACH	AUG PURCHASES	OFFICE SUPPLIES	001-551002-57212	\$8.25
	DD1023	09/18/21	Vendor	VALLEY NATIONAL BANK	082321-6536 ACH	AUG PURCHASES	PAINT ROLLERS/PAINT	001-546001-57212	\$59.39
ACH	DD1023	09/18/21	Vendor	VALLEY NATIONAL BANK	082321-6536 ACH	AUG PURCHASES	pool bathroom items	001-546137-57212	\$37.68
	DD1024	09/16/21	Vendor	SAM'S CLUB DIRECT	082021-5959 ACH	CLEANING /OFFICE/FIELD SUPPLIES	INK FOR PRINTER	001-551002-57212	\$77.98
	DD1024	09/16/21	Vendor	SAM'S CLUB DIRECT	082021-5959 ACH	CLEANING /OFFICE/FIELD SUPPLIES	CLEANING SUPPLIES	001-551003-57212	\$27.98
	DD1024	09/16/21	Vendor	SAM'S CLUB DIRECT	082021-5959 ACH	CLEANING /OFFICE/FIELD SUPPLIES	OFFICE SUPPLIES	001-551002-57212	\$76.98
	DD1024	09/16/21	Vendor	SAM'S CLUB DIRECT	082021-5959 ACH	CLEANING /OFFICE/FIELD SUPPLIES	OFFICE SUPPLIES	001-551002-57212	\$29.63
	DD1024	09/16/21	Vendor	SAM'S CLUB DIRECT	082021-5959 ACH	CLEANING /OFFICE/FIELD SUPPLIES	CLEANING SUPPLIES	001-551003-57212	\$14.98
	DD1024	09/16/21	Vendor	SAM'S CLUB DIRECT	082021-5959 ACH	CLEANING /OFFICE/FIELD SUPPLIES	WEED KILLER	001-546001-53901	\$29.98
	DD1024	09/16/21	Vendor	SAM'S CLUB DIRECT	082021-5959 ACH	CLEANING /OFFICE/FIELD SUPPLIES	COPY PAPER FOR CLUBHOUSE	001-551002-57212	(\$5.00) \$107.07
	DD1025 DD1025	09/27/21 09/27/21	Vendor Vendor	COMCAST COMCAST	090621-2663 ACH 090621-2663 ACH	BILL PRD 9/19-10/18/21 BILL PRD 9/19-10/18/21	Misc-Internet Services Communication - Telephone	001-549031-53903 001-541003-53903	\$107.07 \$69.83
	DD1025 DD1025	09/27/21	Vendor	COMCAST	090621-2663 ACH	BILL PRD 9/19-10/18/21	Misc-Cable TV Expenses	001-549039-57212	\$105.09
	DD1025 DD1026	09/14/21	Vendor	COMCAST	082321-3872 ACH	BILL PRD 9/6-10/5/21	RAMPART BLVD	001-549031-53903	\$105.09
		2011.1121						0.0001 00000	
	DD1027	09/29/21	Employee	LINDA C. ROSS	PAYROLL	September 29, 2021 Payroll Posting			\$550.77

Account Total \$59,559.92

### **5**C

## HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

#### Motion: Assigning Fund Balance as of 9/30/21

The Board hereby assigns the FY 2021 Reserves as follows:

Operating Reserves	\$116,767
Reserves - Capital Projects	\$ 76,536
Reserves - Legal	\$ 3,792
Reserves - Roadways	\$220,780
Reserves - Stormwater System	\$ 45,969
Reserves - Wall	\$ 56,870

## **Sixth Order of Business**

## 6A.



New IQ, LLC 28210 Old 41 Road Suite 305 Bonita Springs, FL 34135 239 919-5654

#### **Estimate**

Date	Estimate #
10/5/2021	6991

#### Name / Address

Heritage Lake Park C/O: Infrarmark 210 N. University Drive. Suite 702 Coral Springs, FL 33071

Terms	P.O. #
Good for 30 Days	

Customer Request:  Please provide an estimate to replace the failed cable to our Bike Rack camera.  Scope of Work:  We will disconnect the failed Siamese cable from the Bike Rack camera and the DVR. We will use the failed cable to pull a new CAT5 cable from the camera to the DVR. We will install a Video Balun on each end of the cable so that it can be used with the existing Analog equipment and will still work if the customer decides to upgrade to IP Mega-Pixel cameras in the future. We will connect the cable at both ends, verify the view then thoroughly test the Bike Rack camera.  Please Note:  We will assume to use the existing 120Vac electric for the equipment. If not, additional expenses will apply.  We will assume to use the existing cabling to pull new cabling for the equipment. If not, additional expenses may apply.  We will assume to use standard pathways for running the wiring through the Clubhouse.  Warranty Information:  All parts, labor and installation are warranted by New IQ for a period of 1 Year from installation date.  CAT5 Cable Run - PVC (Standard) - Includes Jack and Terminations  UN BOX HD Video Balun RJ45 to BNC - Pair, Supports Up To 4K/8MP  Installation Services - Install, Setup, and Configure all above items  1 150.00 150.00				1	
Please provide an estimate to replace the failed cable to our Bike Rack camera.  Scope of Work:  We will disconnect the failed Siamese cable from the Bike Rack camera and the DVR. We will use the failed cable to pull a new CAT5 cable from the camera to the DVR. We will install a Video Balun on each end of the cable so that it can be used with the existing Analog equipment and will still work if the customer decides to upgrade to IP Mega-Pixel cameras in the future. We will connect the cable at both ends, verify the view then thoroughly test the Bike Rack camera.  Please Note:  We will assume to use the existing 120Vac electric for the equipment. If not, additional expenses will apply.  We will assume to use the existing cabling to pull new cabling for the equipment. If not, additional expenses may apply.  We will assume to use standard pathways for running the wiring through the Clubhouse.  Warranty Information:  All parts, labor and installation are warranted by New IQ for a period of I Year from installation date.  CAT5 Cable Run - PVC (Standard) - Includes Jack and Terminations  W Box HD Video Balun RJ45 to BNC - Pair, Supports Up To 4K/8MP  Standard cable runs, I.e. Runs requiring concrete boring (not specified above)  Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above)  Any required conduit, raceways, or underground locations (not specified above)  Any required reinstallation will be done by others  Any equipment, devices, accessories, wiring, etc. not listed above	Description	Qty	(	Cost	Total
We will disconnect the failed Siamese cable from the Bike Rack camera and the DVR. We will use the failed cable to pull a new CAT5 cable from the camera to the DVR. We will install a Video Balun on each end of the cable so that it can be used with the existing Analog equipment and will still work if the customer decides to upgrade to IP Mega-Pixel cameras in the future. We will connect the cable at both ends, verify the view then thoroughly test the Bike Rack camera.  Please Note:  We will assume to use the existing 120Vac electric for the equipment. If not, additional expenses will apply. We will assume to use the existing cabling to pull new cabling for the equipment. If not, additional expenses may apply. We will assume to use standard pathways for running the wiring through the Clubhouse.  Warranty Information:  All parts, labor and installation are warranted by New IQ for a period of I Year from installation date.  CAT5 Cable Run - PVC (Standard) - Includes Jack and Terminations  W Box HD Video Balun RJ45 to BNC - Pair, Supports Up To 4K/8MP  Installation Services - Install, Setup, and Configure all above items  1 150.00  Excluded:  Any electrical outlets or extensions needed (not specified above)  Any required conduit, raceways, or underground locations (not specified above)  Any required conduit, raceways, or underground locations (not specified above)  Any paver removal and reinstallation will be done by others  Any equipment, devices, accessories, wiring, etc. not listed above	Customer Request: Please provide an estimate to replace the failed cable to our Bike Rack camera.				
We will assume to use the existing 120Vac electric for the equipment. If not, additional expenses will apply.  We will assume to use the existing cabling to pull new cabling for the equipment. If not, additional expenses may apply.  We will assume to use standard pathways for running the wiring through the Clubhouse.  Warranty Information:  All parts, labor and installation are warranted by New IQ for a period of 1 Year from installation date.  CAT5 Cable Run - PVC (Standard) - Includes Jack and Terminations  W Box HD Video Balun RJ45 to BNC - Pair, Supports Up To 4K/8MP  Installation Services - Install, Setup, and Configure all above items  Installation Services - Install, Setup, and Configure all above items  Excluded:  Any electrical outlets or extensions needed (not specified above)  Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above)  Any required conduit, raceways, or underground locations (not specified above)  Any Directional Boring or Jetting under roadway (if needed or required)  Paver removal and reinstallation will be done by others  Any equipment, devices, accessories, wiring, etc. not listed above	cable to pull a new CAT5 cable from the camera to the DVR. We will install a Video Balun on each end o cable so that it can be used with the existing Analog equipment and will still work if the customer decides	f the to			
All parts, labor and installation are warranted by New IQ for a period of 1 Year from installation date.  CAT5 Cable Run - PVC (Standard) - Includes Jack and Terminations  W Box HD Video Balun RJ45 to BNC - Pair, Supports Up To 4K/8MP  Installation Services - Install, Setup, and Configure all above items  Excluded:  Any electrical outlets or extensions needed (not specified above)  Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above)  Any required conduit, raceways, or underground locations (not specified above)  Any Directional Boring or Jetting under roadway (if needed or required)  Paver removal and reinstallation will be done by others  Any equipment, devices, accessories, wiring, etc. not listed above					
W Box HD Video Balun RJ45 to BNC - Pair, Supports Up To 4K/8MP  Installation Services - Install, Setup, and Configure all above items  Excluded:  Any electrical outlets or extensions needed (not specified above)  Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above)  Any required conduit, raceways, or underground locations (not specified above)  Any Directional Boring or Jetting under roadway (if needed or required)  Paver removal and reinstallation will be done by others  Any equipment, devices, accessories, wiring, etc. not listed above	AL STANDARD TO THE STANDARD ST		4		
Any electrical outlets or extensions needed (not specified above)  Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above)  Any required conduit, raceways, or underground locations (not specified above)  Any Directional Boring or Jetting under roadway (if needed or required)  Paver removal and reinstallation will be done by others  Any equipment, devices, accessories, wiring, etc. not listed above	CAT5 Cable Run - PVC (Standard) - Includes Jack and Terminations W Box HD Video Balun RJ45 to BNC - Pair, Supports Up To 4K/8MP Installation Services - Install, Setup, and Configure all above items		1 1 1	25.00	150.00 25.00 150.00
	Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above) Any required conduit, raceways, or underground locations (not specified above) Any Directional Boring or Jetting under roadway (if needed or required) Paver removal and reinstallation will be done by others Any equipment, devices, accessories, wiring, etc. not listed above				

To approve this Estimate:

Please sign, date, and return this copy to Service@new-iq.com. Once received we will send an Invoice. A 50% deposit of the total is required to order parts and materials. Final 50% is due upon completion of job.

 Subtotal
 \$325.00

 Sales Tax (6.5%)
 \$0.00

 Total
 \$325.00

**Customer Signature** 

After discussion with the Chair under resolution 2017-03.

## 6B.

### HOWARD'S POOL WORLD, INC.

Office: (941) 625-6007 Toll Free: (800) 215-0226 Fax: (941) 766-1108

**12419 SW County Road 769** Lake Suzy, FL 34269

Submitted to:

Heritage Lake Park CDD C/O Inframark 210 N. University Dr. Suite 702 Coral Springs, FL 33071

For work to be performed at:

HERITAGE LAKE PARK CDD 25635 HERITAGE LAKE BLVD. **PUNTA GORDA** FL33983

Date	10/4/2021	Estimate #	3310-4	A	ESTIMATE			
	Desc	ription			Qty	Rate	Total	
HANDRAILS.	ECH REPORTEI	O THAT YOUR IN I IMATE, WE WILL IK YOU.			2	119.28	238.56	
Total	Total \$238.50							

Per Howard's Pool World, Inc.

#### Prices are valid for 90 days. Payment is due upon completion of our work.

This estimate is based on our preliminary evaluation of requirements necessary to complete the job. This estimate does not include labor and/or materials required in the event that unforeseen repair becomes apparent after the commencement of approved work.

All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and any other necessary insurance for above work. Workmen's compensation and public liability insurance on above work to be taken out by Howard's Pool World, Inc.

Date:	10/4/2021	Respectfully Submitted	Rebecca Reis

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

> Date: 10/17/21 As approved per email from the Chair under spending Resolution 2017-03.

### **EIGHTH ORDER OF BUSINESS**

**8A** 

STATE: Florida DIVISION: SWFL

COUNTY: Charlotte PROJECT: Heritage Lake Park

#### AMENDMENT TO LAND PURCHASE CONTRACT

This Amendment to Land Purchase Contract (the "Amendment") is made and entered into by and between **D.R. Horton, Inc.**, a Delaware corporation ("Buyer") and Heritage Lake Park Community Development District, a local unit of special purpose government of the State of Florida ("Seller").

#### BACKGROUND

Seller and Buyer entered into that certain Land Purchase Contract effective as of August 4, 2021 (the "Contract"). Seller and Buyer have agreed to amend the terms and provisions of the Contract as more particularly set forth herein.

#### AGREEMENT

1. <u>Incorporation of Recitals; Definitions</u>. The above recitals are true and correct and are incorporated herein by reference. Capitalized terms which are not defined in this Amendment shall have the same meaning as defined in the Contract.

#### 2. Payment of Outstanding Tax Certificates and CDD Bonds.

- (a) Buyer and Seller hereby acknowledge and agree that Charlotte County will not allow Buyer to submit an application for final Plat Approval, unless all property taxes are current. Buyer and Seller acknowledge and agree that final Plat Approval is a Primary Contingency, per Section 5a of the Contract. Buyer and Seller further acknowledge and agree that there are numerous outstanding tax certificates encumbering the Land, which tax certificates are more particularly described in Exhibit A attached hereto (the "Tax Certificates"). Such outstanding Tax Certificates have been impeding, and further delinquent tax payments are likely to further impede, Buyer's entitlements process.
- (b) Buyer agrees to temporarily waive the final Plat Approval as a Primary Contingency, *subject to* the following terms, conditions, obligations and requirements:
- (i) Buyer shall have received preliminary plat approval from Charlotte County, prior to Closing; and
- (ii) at Closing, the Title Company shall (and is hereby authorized to) pay and satisfy all outstanding Tax Certificates in full, using funds from the Seller's sale proceeds; and
- (iii) at Closing, the Title Company shall (and is hereby authorized to) pay and satisfy the outstanding balance of all Series 2005 Special Assessment Revenue Bonds due and payable by Seller (the "CDD Bonds"), using funds from the Seller's sale proceeds; and

18097446.3

- (iv) at Closing, the Title Company shall issue a the Title Company shall issue a standard ALTA owner's form title policy insuring good and marketable fee simple title to the Property in favor of Buyer, with no exceptions for the Tax Certificates or the CDD Bonds; and
- (v) at Closing, the net balance of all Seller's sale proceeds shall be held in escrow by the Title Company, pending issuance of the final Plat Approval, pursuant to an Escrow Agreement to be executed by and between Seller, Buyer and Title Company prior to expiration of the Inspection Period; and
- (vi) upon issuance of the final Plat Approval, the Title Company shall disburse the balance of Seller's sale proceeds to Seller, pursuant to the terms, conditions and requirements set forth in the Escrow Agreement.
- 3. <u>Escrow.</u> The first sentence of Section 4.a. is deleted in its entirety, and replaced with the following: "Within ten (10) business days of the Effective Date, Buyer shall deposit the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Initial Deposit") with Trenam Law ("Escrow Agent"), and upon receipt of such Initial Deposit the Escrow Agent shall execute and deliver an Escrow Agent Acknowledgement to Buyer and Seller in the form attached hereto as **Exhibit B.**"
- 4. <u>Primary Contingencies</u>. The last sentence of Section 5.a. of the Contract is hereby deleted.
- 5. <u>Notice of Suitability</u>. The third sentence of Section 10.c. is hereby amended and restated as follows: "Within five (5) days following the issuance of its Notice of Suitability, Buyer shall deliver to the Escrow Agent the additional sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) which shall be in addition to and included with the Initial Deposit, and become a part of the Earnest Money."
- 6. <u>Seller's Broker</u>. The definition of "Seller's Broker" set forth in Section 14 of the Contract is hereby revised to "Hunter Ward / LSI Companies, Inc., a Florida corporation."
- 7. <u>Limitation on Future CDD Debt.</u> Notwithstanding anything to the contrary set forth in the Contract, Seller covenants and agrees that the Property: (a) shall not be encumbered by any debt service (including, without limitation, principal and interest on all promissory notes, lines of credit, bonds, or other debt) exceeding a sum total of \$\_\_\_\_\_\_ at any time after Closing; and (b) shall not be encumbered by any short-term (i.e. less than thirty (30) years) debt at any time after Closing.
- 8. <u>Corporate Ratification</u>. IN ACCORDANCE WITH SECTION 21 OF THE CONTRACT, THIS AMENDMENT SHALL NOT BE A VALID, BINDING AND ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING BY ONE OF THE FOLLOWING AUTHORIZED OFFICERS OF BUYER: DONALD R. HORTON, MICHAEL J. MURRAY, BILL W. WHEAT, DAVID V. AULD OR PAUL ROMANOWSKI.
- 9. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one

18097446.3

in the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. In addition, facsimile or electronic counterparts of this Amendment shall be deemed for all purposes as an original.

- 10. The execution of this Amendment on behalf of Buyer or Seller, may be accomplished by electronic signature using DocuSign or other similar technology. The ratification of this Amendment by any of the Authorized Officers on behalf of Buyer, may be accomplished by electronic signature using DocuSign or other similar technology.
- 11. In the event of any conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall control. Except as amended and modified herein, the remaining terms and provisions of the Contract shall remain in full force and effect as originally set forth therein.

18097446.3

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date set forth below.

Seller:	Buyer:
Heritage Lake Park Community Development District	<b>D.R. Horton, Inc.</b> , a Delaware corporation
Ву:	By: Justin Robbins, Division President
Print Name:	
Title:	
Date:	
Pursuant to Section 21 of the Contract and Amendment on behalf of D.R. Horton, Inc	d Section 5 above, the undersigned hereby ratifies this.
	By:
	Print Name:
	Title:
	Date:

18097446.3 4

### NINTH ORDER OF BUSINESS

# 9B.

## 9Bi

#### AUDITOR SELECTION EVALUATION CRITERIA

#### 1. Ability of Personnel.

(20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

#### 2. Proposer's Experience.

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

#### 3. Understanding of Scope of Work.

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

#### 4. Ability to Furnish the Required Services.

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g., the existence of any natural disaster plan for business operations).

#### 5 Price. (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

# 9Bii

#### Heritage Lake Park Community Development District Request for Proposals for Annual Audit Services

The Heritage Lake Park Community Development District hereby requests proposals for annual financial auditing services. The proposals must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for two additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Charlotte County and is approximately 82 acres in area. The District currently has an operating budget of approximately \$550,000 dollars inclusive of debt service.

The Auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes and be qualified to conduct audits in accordance with "Governmental Auditing Standards", as adopted by the Florida Board of Accountancy. The audit shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include additional qualification requirements, evaluation criteria and instructions to proposers, are available from the office of the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy on a flash drive to Inframark, Infrastructure Management Services, Attention: Erika Wilson, 210 North University Drive, Suite 702, Coral Springs, Florida 33071, Telephone: 954.603.0033 Ext. 40588. Proposals must be received by 11:00 a.m. on \_\_\_\_\_\_\_\_. The envelope must be marked "Auditing Services – Heritage Lake Park Community Development District." Please address all questions regarding this Notice to the District Manager, Justin Faircloth, 210 N. University Drive, Suite 702, Coral Springs, Florida, 33071, 954-603-0033.

Heritage Lake Park Community Development District Justin Faircloth, District Manager

## 9C.



Down to Earth Landscape & Irrigation 2701 Maitland Center Pkwy. Suite 200 Maitland, Florida 32751 (321) 263-2700

Estimate: #18051

#### **Customer Address**

Inframark Infrastructure Management Services Justin Faircloth 210 North University Drive Suite 702 Coral Springs, Florida 33071 justin.faircloth@inframark.com

#### **Billing Address**

Heritage Lake Park Inframark C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

#### **Physical Job Address**

Heritage Lake Park Community **Development District** 25635 Heritage Lake Boulevard Punta Gorda, FL 33983

<u>Job</u>

**Estimated Job Start Date** 

**Proposed By** 

**Due Date** 

Replacement plants for front exit gate

October 14, 2021

William L Ditzel

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep: Removal, Disposal,	Hours	1	\$260.00	\$260.00
Firecracker	7 Gallon	5	\$36.00	\$180.00
			Subtotal	\$440.00
Irrigation Repairs				
Irrigation Labor	Hours	1	\$65.00	\$65.00
			Subtotal	\$65.00
			Job Total	\$505.00

"We Are Not Responsible For Deer And Rabbit Destruction Of Plantings. Different Plants And Areas

Are Being Affected Continually, Often Times After Plantings. We Cannot Be Held Responsible For The Ever Changing

Site Conditions"

Any irrigation work not mentioned above, will be billed at time and material rate. If installing annuals, please note that due to environmental factors beyond our control, they will be under warranty for 30 days. A 50% deposit is due upon acceptance of this estimate, balance due upon completion.

Proposed By:		Agreed & Accepted By:	Agreed & Accepted By:		
William L Ditzel	10/14/2021				
Down to Earth Landscape & Irrigation	Date	Inframark Infrastructure Management Services	Date		

# 9D.



11360 Metro Pkwy Ft Myers, FL 33966 Phone: 239-768-3667

www.ActionDoor.com 800-375-3667

### Customer Proposal

**Proposal Date** 

10/22/21

**Customer:** 

HERITAGE LAKE PARK CDD C/O INFRAMARK 210 N UNIVERSITY DR #702 CORAL SPRINGS FL 33071 Reference: #126734

HERITAGE LAKE PARK CDD 25635 RAMPART BLVD PUNTA GORDA FL 33983

	_		
Luis Aparicio, Gate Estimator, email: Luis.Aparicio@Actio	nDoo	r.com	
ESTIMATE TO REPLACE EXIT LOOP AND SAFETY LOOP			
MATERIAL LISTING			
2 LOOP INSTALL, REPLACEMENT			
1 INSTALLATION LABOR			
Subtotal:	\$	1350.00	
		.00	
Total:			
Total.	Ψ	1330.00	
*** PRIORO VALER FOR ON DAY OF PARE OF SHORT ***			
*** PRICES VALID FOR 30 DAYS FROM DATE OF QUOTE ***			
*** 50% DEPOSIT REQUIRED TO ORDER ***			
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.

AFINANCE CHARGE OF 1 ½% 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. AFINANCE CHARGE OF 1½% 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 could costs and reasonable attorney fees will be paid by creditor.

ACCEPTED BY	SELLER:		ACCEPTED BY	BUYER:	
BY:			BY:		
	(SIGNED)	(TITLE)		(SIGNED)	(TITLE)
DATE ACCEPT	ED:				
	(THIS IS DATE OF THIS CONTRACT)			(DDINT NAME)	(DEV 11/04)

# 9E.

Agenda Page #50

Copeland Southern Enterprises,Inc	<u>.</u>
1668 Many Road North Fort Myers, Fl, 33903	

### PROFESSIONAL SERVICES AGREEMENT BETWEEN COPELAND SOUTHERN ENTERPRISES, INC. AND

#### **Heritage Lake Park Community Development District**

#### OWNER INFORMATION:

OWNER'S ADDRESS: 25635 Heritage Lake Blvd, Punta Gorda, FL 33983

BILL TO THE ATTENTION OF: Justin Faircloth, District Manager

Copeland at 239-995-3684 or Mobile # 239-707-6806.Fax 239-995-0058.

PROJECT NAME: Lakes 1, 3, 4 & "C" Drainage Repair Proposal.

**WORK DESCRIPTION:** Crews will repair eroded areas on Lakes 1, 3, 4 & "C" and form and pour Concrete flumes in High Flow Drainage areas to stop future erosion from happening again with some 4" DW ADS drainage installation & Bank Restoration.

**REMARKS:** 1) All Resident and Guest will need to be notified by board to stay clear of the work areas during the project for safety reasons. 2) MOT safety will be setup around work areas to insure the safety of all during the project and removed once it's completed. 3) CSEI will call in Dig Tickets 1 week before Project Start date.

**DATE:** 010/07/2021

#### **OWNER INFORMATION:**

**TELEPHONE NO.:** (239) 245-7118 / 306

**Fax No:** (239) 245-7120

E-MAIL: Justin.Faircloth@inframark.com

PROJECT MANAGER: Scott Copeland
<a href="mailto:copelandsei@aol.com">copelandsei@aol.com</a>
FEE AND TYPE:

Time & Materials based upon the Rate Schedule in effect at the time service is rendered. Estimated Fees: \$

Not-To-Exceed Fixed Fee based upon the Rate Schedule in effect at the time service is rendered:

Lump Sum Fixed Fee: \$ .00

Total Fees: \$ .00

Cost Of Proposal Will Be Based On Selected Option Below

Dear Justin Faircloth

In Pursuant to your request, Copeland Southern Enterprises, Inc. is pleased to submit the following proposal for the installation of concrete flumes at high drainage structures and to do some lake restoration for the above-referenced project:

SCOPE OF SERVICES (Limited to the following): Cost Of Proposal Will Be Based On Selected options Below.

☐ Lake 1: Install 520 Ft. of 4" ADS Double Walled Pipe with 12 Inch Catch Basins & fill ruts, Pipes will be Anchored in Lake
☐ Lake 1: 615 Ft. of Lake Restoration with Coconut Erosion Blanket and Matching Sod
☐ Lake 3: Crews will dig out eroded area at the NE Corner of Lake 3 and install Coconut Erosion Blanket caused by plugged Catch Basin above\$ 2,575.00
☐ Lake 4: Install 66 Ft. of Concrete Flume at High Flow Drainage Structure Location to stop future Erosion to the Lake Banks
☐ Lake C: Install 32 Ft. of Concrete Flume at High Flow Drainage Structures Location to stop future Erosion to the Lake Banks
☐ Lake C: Install 20 Ft. Re-grade Slope Install of High Flow Fabric with 3 to 6 Inch Rip Rap to stop future Erosion around Back Wall
The existing 4" ADS Double Pipe will be ran out into Lake out past the Planted Littoral shelf and Anchored to Pond Floor with 4 foot Steel Anchors 2 feet +/-below SLW. This proposal does not reflect the cost of new sod, but the existing sod will be will be removed and re-installed over the newly compacted trench to match surrounding terrain. Excess dirt from the drainage pipe installation will be used to repair eroded lake banks within the work areas.
Note: Any additional work and services requested, and is not found in this Proposal can be done, but will require additional cost to be paid in full with proposal fee upon the completion of job.
We at Copeland Southern Enterprises hope this meets your approval and satisfies your requirements. If so please sign the contract proposal below and return a copy to our office by Fax or Fmail. Should you have any questions or need any additional information. Please do not besitate to call Scott

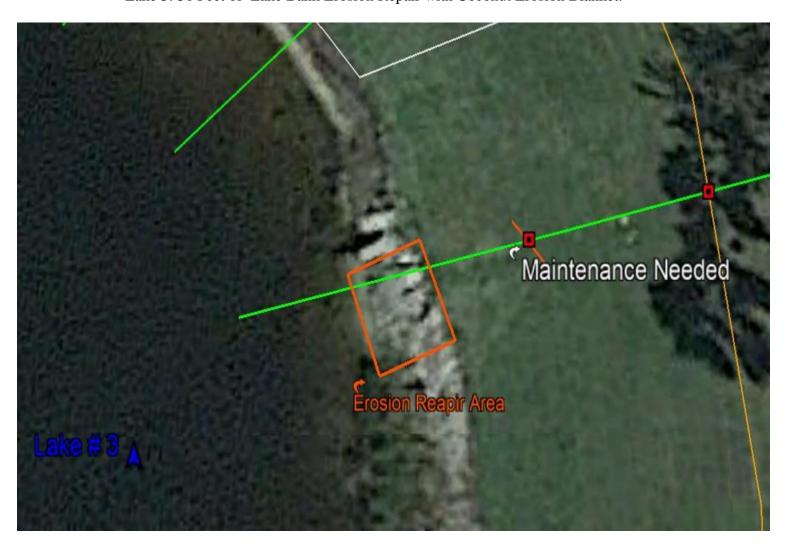
**OWNER AUTHORIZATION:** I warrant and represent that I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges upon the completion of the Job resulting there from as identified in the "FEE TYPE" section above. I have read, understand and agree to these Standard Business Terms.

Authorized Signature:	Date:	
Typed Name & Title:		

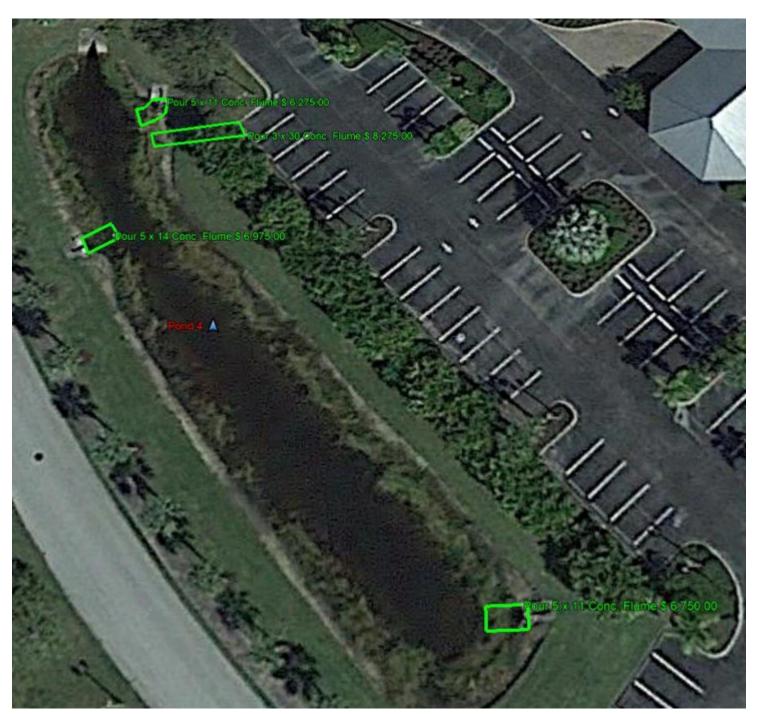
Lake 1: 520 Feet of CDD Lake Drainage & 615 ft. of Lake Bank Restoration



Agenda Page #52 Lake 3: 30 Feet of Lake Bank Erosion Repair with Coconut Erosion Blanket.



Agenda Page #53 Lake 4, Pour over 66 ft. of Concrete Flumes in High Flow Drainage Areas to stop future Erosion.



Agenda Page #54 Lake "C" Pour over 32 ft. of Concrete Flumes in High Flow Drainage Areas to stop future Erosion.



Agenda Page #55 Lake "C" Install up to 20 Ft. of Re-grading Slope, Install of High Flow Fabric with 3 to 6 Inch Rip Rap



### TENTH ORDER OF BUSINESS

# 10C.

# 10Ci



#### Service History Report

October 12, 2021 50097

#### **Heritage Lake Park CDD**

Date Range: 09/01/21..09/30/21

Toll Free: (888) 480-5253 Fax: (888) 358-0088

www.solitudelakemanagement.com

\_\_\_\_\_\_

Service Date 9/1/2021 H2222

 No.
 PI-A00680911

 Order No.
 SMOR-504896

 Contract No.
 SVR05926

Technician Name and State License #s

Eggy Suarez

Service Item # Description Lake No. Lake Name

H2222-LAKE-ALL Heritage Lake Park Cdd LAKE ALL ALL

Technician's Comments: Treated lakes for grasses and algae. Water level high. Trash removal.

General Comments: Inspected Lake

Inspected for algae Treated
Inspected for Aquatic Weeds OK
Inspected for Undesirable Shoreline Vegetation Treated