

**Heritage Lake Park
Community Development District**

**April 4, 2023
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**

Board of Supervisors

- Paul Eberhardt, Chairperson
- James DeFilippo, Vice Chairperson
- Douglas Carville, Assistant Secretary
- Lawrence Forlano, Assistant Secretary
- Greg Krauss, Assistant Secretary

- Justin Faircloth, District Manager
- Andy Cohen, District Counsel
- Jeffrey Satfield, District Engineer

AGENDA

Monday, April 4, 2023 – 10:00 a.m.

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Audience Comments on Agenda Items**
- 5. Approval of Consent Agenda**
 - A. Minutes of the March 6, 2023 Meeting
 - B. Acceptance of the Financial Statements
 - C. Ratifications under Resolution 2017-03
- 6. Engineer’s Report**
- 7. Old Business**
 - A. Hurricane Ian Updates
 - i. Engle Martin January 25,2023 Letter Clarification Inquiry Update
 - ii. Clubhouse Repairs Update
 - a. Fine Line Homes Contract Ratification
 - b. Fowler Contracting Proposal
- 8. New Business**
 - A. Fitness Services of Florida, Inc. Contract Increase
- 9. Manager’s Report**
 - A. Discussion of Proposed Tentative Fiscal Year 2024 Budget
 - B. Landscape/Irrigation Update
 - C. Update on Follow-Up Actions
 - i. SOLitude Service Reports
 - ii. SOLitude Lake Debris Removal Proposal
- 10. Attorney’s Report**
 - A. Massey Litigation Closing Costs Estimate
 - B. D.R. Horton Update
- 11. Supervisors’ Reports, Requests and Comments**
- 12. Chairman’s Comment**
- 13. Audience Comments**
- 14. Adjournment**

District Office

Inframark
210 N. University Drive, Suite 702
Coral Springs, FL 33071
239.245.7118

Meeting Location

Heritage Lake Clubhouse
25635 Heritage Lake Boulevard
Punta Gorda, FL

Fifth Order of Business

5A.

**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 6, 2023 at 10:00 a.m. at the Heritage Lake Park Clubhouse, 25635 Heritage Lake Boulevard, Punta Gorda, Florida.

Present and constituting a quorum were:

Paul Eberhardt	Chairperson
James DeFilippo	Vice Chairperson
Douglas Carville	Assistant Secretary
Lawrence Forlano	Assistant Secretary
Greg Krauss	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Residents	

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Faircloth called the meeting 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

- Added Wenzel Electrical Services, Inc. 2/28/23 Fire Alarm Service Agreement Notice as item 8.C.
- Item 11. Post Hurricane Ian Study was removed.

On MOTION by Mr. Krauss seconded by Mr. DeFilippo, with all in favor, the agenda was approved as amended.

FOURTH ORDER OF BUSINESS

Audience Comments on Agenda Items

- Comments were received on the lakes.

March 6, 2023

Heritage Lake Park CDD

FIFTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes from the February 6, 2023 Regular Meeting**
- B. Approval of the Minutes from the February 22, 2023 Continued Meeting**
- C. Acceptance of the Financial Statements**
- D. Ratifications under Resolution 2017-03**

On MOTION by Mr. Carville seconded by Mr. Eberhardt, with all in favor, the consent agenda was approved.

SIXTH ORDER OF BUSINESS

Engineer’s Report

- None.

SEVENTH ORDER OF BUSINESS

Old Business

- A. Hurricane Ian Updates**
 - i. Engle Martin January 25, 2023 Letter Clarification Inquiry Update**
 - Mr. Faircloth updated the Board on the effort to obtain clarification from Engle Martin on Hurricane Ian debris coverages. Just waiting on a response at this time.
 - ii. Clubhouse/Mailbox Kiosks Restoration Update**
 - The Board was updated on efforts to obtain proposals for Clubhouse repairs.
 - Mailbox bulletin boards were discussed, and the Board requested Ms. Ross have Mr. Grout install bulletin boards as necessary on the mailbox kiosks.

EIGHTH ORDER OF BUSINESS

New Business

- A. Envera Gatehouse Connection Issues Discussion**
- The Board tabled the Envera Gatehouse Connection Issue discussion.
- B. Vendor Issues Update**
 - i. Coverall**
 - Ms. Ross provided an update on Coverall.
 - ii. Action Automatic Door & Gate**
 - Mr. Faircloth provided an update on efforts with Action Automatic Door & Gate.
 - iii. Pest Eliminators**
 - Ms. Ross provided an update on Pest Eliminators.

On MOTION by Mr. DeFilippo seconded by Mr. Eberhardt, with all in favor, an increase for the annual fire alarm inspection with Wenzel Electrical Services, Inc. from \$198 to \$306 annually was approved.

March 6, 2023

Heritage Lake Park CDD

NINTH ORDER OF BUSINESS

Manager’s Report

A. Discussion of Proposed Tentative Fiscal Year 2024 Budget

- Mr. Faircloth discussed the FY2024 budget presented to the Board and noted that an additional forty units would likely be added to the roll once the sell was finalized with D.R. Horton.
- Mr. Faircloth updated the Board on developments with D.R. Horton noting that closing was anticipated to occur the following week and that monies received would need to be allocated by the Board.
- The Board authorized staff to obtain proposals from financial advisors to begin looking at the possibility of reducing the interest rate on the District’s debt.

B. Landscape/Irrigation Update

- The Board noted the dates still need to be added to the DTE weekly reports.
 - Irrigation schedule issues were noted, a new schedule needs to be obtained from DTE.
 - The Chairman reported issues with the irrigation watering too much just outside the gate resulting in flooding of the paver sidewalk frequently.

C. Field Management Report

- Mr. Faircloth reviewed the field management report with the Board.
 - The Board requested staff obtain proposals for a two new AED units and training for the community.
 - The Board requested staff inquire from counsel whether a trained resident should be allowed to host trainings for the community on proper use of the AED unit.

D. Update on Follow-Up Actions

i. Solitude Service Report

TENTH ORDER OF BUSINESS

None.

Attorney’s Report

ELEVENTH ORDER OF BUSINESS

Post Hurricane Ian Study – Mr. Krauss & Bob Delagi

- This item was removed from the agenda.

March 6, 2023

Heritage Lake Park CDD

TWELFTH ORDER OF BUSEINSS

Supervisors’ Reports, Requests and Comments

- Mr. DeFilippo commented on the Tennis/Pickle Ball Courts and landscaping issues with DTE.
- Mr. Carville commented on the need for continual debris removal from the lakes as the water levels decrease.
- Mr. Krauss commented on Comcast needs.
 - Mr. Faircloth provided comments on the need for internet at the meetings in order to host a Zoom meeting and recommended Mr. Cohen review any contracts prior to being signed.

On MOTION by Mr. DeFilippo seconded by Mr. Eberhardt, with all in favor, authorizing Mr. Krauss to negotiate with Comcast for new internet/phone needs due to the Hurricane Ian damages and repairs ongoing at the Clubhouse with Mr. Cohen to review any contract documents prior to execution was approved.

THIRTEENTH ORDER OF BUSINESS

Chairman’s Comments

- Mr. Eberhardt thanked Mr. Faircloth and Mr. Cohen for the work they completed on the foreclosed parcels.

FOURTEENTH ORDER OF BUSINESS

Audience Comments

- Residents commented on developments with D.R. Horton, repairs to the Clubhouse, the finances of the District, debris removal, and street lights.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Eberhardt seconded by Mr. Forlano, with all in favor, the meeting was adjourned at 11:57 a.m.

Paul Eberhardt, Chairman

5B.

**Heritage Lake Park
Community Development District**

Financial Report

February 28, 2023



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**Heritage Lake Park
Community Development District**

Financial Statements

(Unaudited)

February 28, 2023

Balance Sheet
February 28, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	TOTAL
ASSETS			
Cash - Checking Account	\$ 492,411	\$ -	\$ 492,411
Cash On Hand/Petty Cash	800	-	800
Cash with Fiscal Agent	-	5,522	5,522
Assessments Receivable	48,323	15,207	63,530
Allow-Doubtful Collections	(48,323)	(15,207)	(63,530)
Investments:			
Money Market Account	349,334	-	349,334
Prepayment Account	-	3,748	3,748
Reserve Fund	-	121,208	121,208
Revenue Fund	-	113,810	113,810
Prepaid Items	5,937	-	5,937
TOTAL ASSETS	\$ 848,482	\$ 244,288	\$ 1,092,770
LIABILITIES			
Accounts Payable	\$ 16,493	\$ -	\$ 16,493
Accrued Expenses	9,056	-	9,056
Sales Tax Payable	15	-	15
Deposits	105	-	105
TOTAL LIABILITIES	25,669	-	25,669
FUND BALANCES			
Nonspendable:			
Prepaid Items	5,937	-	5,937
Restricted for:			
Debt Service	-	244,288	244,288
Assigned to:			
Operating Reserves	149,361	-	149,361
Reserves - Capital Projects	76,536	-	76,536
Reserves - Legal	3,792	-	3,792
Reserves - Roadways	209,779	-	209,779
Reserves - Stormwater System	58,581	-	58,581
Reserve - Wall	32,109	-	32,109
Unassigned:	286,718	-	286,718
TOTAL FUND BALANCES	\$ 822,813	\$ 244,288	\$ 1,067,101
TOTAL LIABILITIES & FUND BALANCES	\$ 848,482	\$ 244,288	\$ 1,092,770

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-23 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 400	\$ 4,257	1064.25%	\$ 917
Recreational Activity Fees	8,000	-	0.00%	-
Special Assmnts- Tax Collector	723,561	707,617	97.80%	22,165
Special Assmnts- Discounts	(28,942)	(27,733)	95.82%	(476)
Settlements	-	164,870	0.00%	2,500
Other Miscellaneous Revenues	500	8,182	1636.40%	3,279
Gate Bar Code/Remotes	1,000	1,413	141.30%	85
TOTAL REVENUES	704,519	858,606	121.87%	28,470

EXPENDITURES

Administration

P/R-Board of Supervisors	12,000	5,000	41.67%	1,000
FICA Taxes	918	383	41.72%	77
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,195	-	0.00%	-
ProfServ-Engineering	4,000	-	0.00%	-
ProfServ-Legal Services	24,844	20,154	81.12%	6,662
ProfServ-Mgmt Consulting	62,290	25,954	41.67%	5,191
ProfServ-Trustee Fees	4,771	4,771	100.00%	-
ProfServ-Web Site Maintenance	1,356	565	41.67%	113
Auditing Services	3,725	-	0.00%	-
Postage and Freight	600	207	34.50%	61
Insurance - General Liability	4,447	3,381	76.03%	-
Printing and Binding	50	-	0.00%	-
Legal Advertising	2,000	-	0.00%	-
Misc-Bank Charges	100	217	217.00%	-
Misc-Assessment Collection Cost	14,471	11,118	76.83%	434
Office Supplies	35	49	140.00%	8
Annual District Filing Fee	175	175	100.00%	-
Total Administration	137,577	71,974	52.32%	13,546

Field

ProfServ-Field Management	6,078	2,533	41.67%	507
ProfServ-Mgmt Consulting	-	938	0.00%	-
ProfServ-Wetlands	11,000	4,584	41.67%	917
Contracts-Landscape	74,170	30,903	41.67%	6,181
Contracts-Buffer Wall	7,000	-	0.00%	-
R&M-General	9,600	20	0.21%	-
R&M-Irrigation	12,000	7,841	65.34%	2,281
R&M-Lake	5,000	895	17.90%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-23 ACTUAL</u>
R&M-Mulch	7,200	-	0.00%	-
R&M-Sidewalks	3,000	-	0.00%	-
R&M-Trees and Trimming	5,995	-	0.00%	-
R&M-Lights	4,000	-	0.00%	-
R&M-Wall	8,000	77	0.96%	-
Misc-Contingency	16,950	250,340	1476.93%	41,950
Total Field	169,993	298,131	175.38%	51,836
<u>Utilities</u>				
Communication - Telephone	900	389	43.22%	111
Electricity - General	6,000	2,488	41.47%	530
Internet Services	3,141	1,459	46.45%	332
Total Utilities	10,041	4,336	43.18%	973
<u>Gatehouse</u>				
Towing Services	250	-	0.00%	-
Contracts-Gates	1,080	-	0.00%	-
Contracts-Security System	61,148	25,426	41.58%	5,090
Electricity - General	3,000	931	31.03%	180
R&M-Buildings	500	4	0.80%	-
R&M-Gate	3,000	1,291	43.03%	-
Misc-Contingency	5,000	6,882	137.64%	-
Total Gatehouse	73,978	34,534	46.68%	5,270
<u>Clubhouse and Recreation</u>				
Payroll-Salaries	26,000	9,180	35.31%	2,000
Payroll-Maintenance	10,400	3,810	36.63%	780
Payroll Taxes	2,785	994	35.69%	213
Workers' Compensation	800	-	0.00%	-
Fire Alarm Monitoring	540	270	50.00%	-
Contracts-Fountain	680	-	0.00%	-
Contracts-Security Camera	550	-	0.00%	-
Contracts-Pools	15,580	6,207	39.84%	1,281
Contracts-Cleaning Services	12,420	3,583	28.85%	637
Contracts-HVAC	1,968	-	0.00%	-
Contracts-Pest Control	1,800	-	0.00%	-
Contracts-Security System	10,162	4,234	41.67%	847
Pest Control - Bldg/Gnds	1,620	-	0.00%	-
Electricity - General	18,000	8,945	49.69%	2,000
Utility - Refuse Removal	3,179	1,372	43.16%	274
Utility - Water & Sewer	6,500	2,705	41.62%	572

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-23 ACTUAL
Insurance - Property	33,251	30,067	90.42%	-
R&M-General	4,000	-	0.00%	-
R&M-Fountain	500	-	0.00%	-
R&M-Pools	8,694	1,355	15.59%	215
R&M-Tennis Courts	6,000	-	0.00%	-
R&M-Fitness Equipment	2,800	245	8.75%	-
R&M-Fitness Center	2,000	779	38.95%	-
R&M-Security Cameras	1,000	708	70.80%	-
R&M-Backflow Inspection	154	-	0.00%	-
Fire Ext Inspection & Repairs	500	-	0.00%	-
R&M-Fire Alarm	500	340	68.00%	-
Fire Alarm Inspection	200	-	0.00%	-
R&M-Fire Sprinklers	500	-	0.00%	-
R&M - Computer/Internet	2,500	856	34.24%	388
Misc-Cable TV Expenses	1,398	596	42.63%	172
Misc-Clubhouse Activities	4,800	-	0.00%	-
Misc-Contingency	10,000	2,195	21.95%	5
Office Supplies	3,000	350	11.67%	-
Cleaning Supplies	2,600	32	1.23%	-
Cleaning Services	500	-	0.00%	-
Total Clubhouse and Recreation	197,881	78,823	39.83%	9,384
Reserves				
Reserves - Irrigation System	15,000	-	0.00%	-
Reserve - Roadways	32,394	-	0.00%	-
Reserve-Stormwater System	29,220	-	0.00%	-
Reserve - Tennis Court	10,000	-	0.00%	-
Reserves - Wall	28,435	-	0.00%	-
Total Reserves	115,049	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	704,519	487,798	69.24%	81,009
Excess (deficiency) of revenues				
Over (under) expenditures	-	370,808	0.00%	(52,539)
OTHER FINANCING SOURCES (USES)				
Extraordinary Gain / Loss	-	(165,897)	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	(165,897)	0.00%	-
Net change in fund balance	\$ -	\$ 204,911	0.00%	\$ (52,539)
FUND BALANCE, BEGINNING (OCT 1, 2022)	617,902	617,902		
FUND BALANCE, ENDING	\$ 617,902	\$ 822,813		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-23 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 10	\$ 1,809	18090.00%	\$ 414
Special Assmnts- Tax Collector	180,800	177,143	97.98%	5,758
Special Assmnts- Discounts	(7,232)	(6,938)	95.93%	(124)
TOTAL REVENUES	173,578	172,014	99.10%	6,048
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	3,616	2,668	73.78%	113
Total Administration	3,616	2,668	73.78%	113
<u>Debt Service</u>				
Principal Debt Retirement	85,000	-	0.00%	-
Principal Prepayments	-	5,000	0.00%	-
Interest Expense	98,040	49,020	50.00%	-
Total Debt Service	183,040	54,020	29.51%	-
TOTAL EXPENDITURES	186,656	56,688	30.37%	113
Excess (deficiency) of revenues Over (under) expenditures	(13,078)	115,326	n/a	5,935
<u>OTHER FINANCING SOURCES (USES)</u>				
Extraordinary Gain / Loss	-	(47,716)	0.00%	-
Contribution to (Use of) Fund Balance	(13,078)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(13,078)	(47,716)	n/a	-
Net change in fund balance	\$ (13,078)	\$ 67,610	n/a	\$ 5,935
FUND BALANCE, BEGINNING (OCT 1, 2022)	176,678	176,678		
FUND BALANCE, ENDING	\$ 163,600	\$ 244,288		

**Heritage Lake Park
Community Development District**

Supporting Schedules

February 28, 2023

**Non-Ad Valorem Special Assessments - Charlotte County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2023**

							ALLOCATION BY FUND					
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Interest Costs	Final Judgement	Gross Amount Received	General Fund	Interest Costs	Final Judgement	Series 2005 Debt Service Fund	Interest Costs	Final Judgement
Assessments Levied						\$ 904,362	\$ 723,562			\$ 180,800		
Allocation %						100%	80%			20%		
Real Estate Installment												
11/04/22	\$ 13,449	\$ 773	\$ 274	\$ -	\$ -	\$ 14,497	\$ 11,492	-	-	\$ 3,005	-	-
Real Estate Current												
12/01/22	3,900	166	80	-	-	4,146	3,301	-	-	845	-	-
12/01/22	19,580	832	400	-	-	20,812	16,504	-	-	4,309	-	-
12/01/22	29,370	1,249	599	-	-	31,219	24,755	-	-	6,463	-	-
Final Judgement	(52,851)	-	-	-	52,851	-	-	-	41,922	-	-	10,929
12/01/22	213,107	9,061	4,349	-	-	226,517	184,443	-	-	42,074	-	-
Final Judgement	(157,547)	-	(3,215)	83,228	77,534	-	-	64,183	59,792	-	19,045	17,742
Net	55,560	9,061	1,134	83,228	77,534	226,517	184,443	64,183	59,792	42,074	19,045	17,742
Real Estate Current												
12/08/22	104,647	4,449	2,136	-	-	111,232	88,294	-	-	22,938	-	-
12/15/22	315,152	13,400	6,432	-	-	334,984	266,719	-	-	68,265	-	-
01/12/23	107,104	4,142	2,186	-	-	113,432	89,945	-	-	23,487	-	-
02/09/23	26,165	600	246	-	-	27,011	22,165	-	-	5,758	-	-
	608,629	33,898	13,212	83,228	130,385	869,352	696,125	64,183	101,714	174,138	19,045	28,671
TOTAL	\$ 622,078	\$ 34,671	\$ 13,487	\$ 83,228	\$ 130,385	\$ 883,849	\$ 707,617	\$ 64,183	\$ 101,714	\$ 177,143	\$ 19,045	\$ 28,671
% COLLECTED						97.73%	97.80%			97.98%		
TOTAL OUTSTANDING						\$ 20,513	\$ 15,945			\$ 3,657		

Cash and Investment Balances
February 28, 2023

<u>ACCOUNT NAME</u>	<u>ACCOUNT TYPE</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Public Funds	Checking	Synovus	0.00%	\$ 492,411
Cash On Hand/Petty Cash				800
			Subtotal	\$ 493,211
Public Funds	Money Market	BankUnited	3.00%	199,309
Government Interest	Checking	Valley National Bank	4.00%	150,025
			Subtotal	\$ 349,334
DEBT SERVICE FUND				
Series 2005 Prepayment Account		U.S. Bank	4.11%	3,748
Series 2005 Reserve Fund		U.S. Bank	4.11%	121,208
Series 2005 Revenue Fund		U.S. Bank	4.11%	113,810
			Subtotal	\$ 238,767 (1)
			Total	\$ 1,081,312

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. 02-23
 Statement Date 2/28/2023

G/L Balance (LCY)	492,411.45	Statement Balance	499,849.42
G/L Balance	492,411.45	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	499,849.42
Subtotal	492,411.45	Outstanding Checks	7,437.97
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	492,411.45	Ending Balance	492,411.45
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
2/20/2023	Payment	11107	SOLITUDE LAKE MANAGEMENT	175.10	0.00	175.10
2/23/2023	Payment	11110	HERITAGE LAKE PARK- C/O US BANK N.A	5,521.56	0.00	5,521.56
2/27/2023	Payment	DD1227	Payment of Invoice 008448	460.16	0.00	460.16
2/28/2023	Payment	11113	HOWARDS POOL WORLD INC	1,281.15	0.00	1,281.15
Total Outstanding Checks.....				7,437.97		7,437.97

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 2/01/23 to 2/28/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
SYNOVUS GF CHECKING - (ACCT#XXXXX9900)								
CHECK # 11088								
02/02/23	Employee	DAVID M. GROUT	PAYROLL	February 02, 2023 Payroll Posting			\$349.40	
							Check Total	\$349.40
CHECK # 11089								
02/09/23	Employee	LAWRENCE G. FORLANO	PAYROLL	February 09, 2023 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 11090								
02/08/23	Vendor	ACTION AUTOMATIC DOOR CO	S450136	GATE REPAIR	R&M-Gate	001-546034-53904	\$190.00	
							Check Total	\$190.00
CHECK # 11091								
02/08/23	Vendor	HERITAGE LAKE PARK- C/O US BANK N.A	01312023 2005	TRSF TAX COLLECTIONS	Due From Other Funds	131000	\$110,173.52	
							Check Total	\$110,173.52
CHECK # 11092								
02/08/23	Vendor	DONE RIGHT POOL HEATING & A/C INC	183941	POOL HEATER MAINT	R&M-Pools	001-546074-57212	\$290.00	
							Check Total	\$290.00
CHECK # 11093								
02/08/23	Vendor	ENVERA SYSTEMS	723204	FEB 2023 SECURITY SYSTEM	Prepaid Items	155000	\$5,937.08	
02/08/23	Vendor	ENVERA SYSTEMS	00056485	SEC SYSTEMS CLUBHOUSE / POOL	Misc-Contingency	001-549900-57212	\$215.00	
							Check Total	\$6,152.08
CHECK # 11094								
02/08/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-37610	JAN 2023 LAKE MAINT	ProfServ-Wetlands	001-531048-53901	\$504.70	
02/08/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-38441	JAN 2023 WETLAND MAINT	ProfServ-Wetlands	001-531048-53901	\$412.00	
							Check Total	\$916.70
CHECK # 11095								
02/16/23	Employee	DAVID M. GROUT	PAYROLL	February 16, 2023 Payroll Posting			\$330.93	
							Check Total	\$330.93
CHECK # 11096								
02/13/23	Vendor	US BANK	6708917	TRUSTEE FEES 10/1/22-9/30/23	ProfServ-Trustee Fees	001-531045-51301	\$4,770.63	
							Check Total	\$4,770.63
CHECK # 11097								
02/13/23	Vendor	INFRAMARK, LLC	88563	JAN 2023 MGMT FEES	PAYROLL PROCESSING FEE	001-549900-57212	\$5.00	
02/13/23	Vendor	INFRAMARK, LLC	88563	JAN 2023 MGMT FEES	WEB ADMIN	001-531094-51301	\$113.00	
02/13/23	Vendor	INFRAMARK, LLC	88563	JAN 2023 MGMT FEES	PROJ MANAGER	001-531027-53901	\$156.25	
02/13/23	Vendor	INFRAMARK, LLC	88563	JAN 2023 MGMT FEES	RECORD STORAGE FEES	001-551002-51301	\$8.33	
02/13/23	Vendor	INFRAMARK, LLC	88563	JAN 2023 MGMT FEES	FIELD MGMT	001-531016-53901	\$506.50	
02/13/23	Vendor	INFRAMARK, LLC	88563	JAN 2023 MGMT FEES	POSTAGE	001-541006-51301	\$11.95	
02/13/23	Vendor	INFRAMARK, LLC	88563	JAN 2023 MGMT FEES	ADMIN FEES	001-531027-51201	\$5,190.83	
							Check Total	\$5,991.86
CHECK # 11098								
02/13/23	Vendor	BRYANT MILLER OLIVE P.A.	79899	LEGAL SVCS THRU DEC 2022	ProfServ-Legal Services	001-531023-51401	\$2,450.00	
							Check Total	\$2,450.00
CHECK # 11099								
02/13/23	Vendor	GRANDE AIRE SERVICES, INC.	108784	HVAC REPAIR CALL	R&M Fitness Center	001-546137-57212	\$479.50	
							Check Total	\$479.50
CHECK # 11100								
02/13/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-45418	FEB 2023 WETLAND MAINT	ProfServ-Wetlands	001-531048-53901	\$412.00	
02/13/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-45336	FEB 2023 LAKE MAINT	ProfServ-Wetlands	001-531048-53901	\$504.70	
							Check Total	\$916.70
CHECK # 11101								
02/20/23	Vendor	ACTION AUTOMATIC DOOR CO	S456833	GATE REPAIRS 1/12/23	R&M-Gate	001-546034-53904	\$195.46	
02/20/23	Vendor	ACTION AUTOMATIC DOOR CO	S457427	GATE REPAIRS-MOTOR/BELT/LABOR	R&M-Gate	001-546034-53904	\$905.87	
							Check Total	\$1,101.33
CHECK # 11102								
02/20/23	Vendor	COVERALL NORTH AMERICA, INC.	1160277819	CLEANING SVCS CREDIT DEC 2022	Contracts-Trees & Trimming	001-534085-57212	(\$398.12)	
02/20/23	Vendor	COVERALL NORTH AMERICA, INC.	1160277823	CLEANING SVC CREDIT FOR JAN 2023	Contracts-Cleaning Services	001-534082-57212	(\$398.12)	
02/20/23	Vendor	COVERALL NORTH AMERICA, INC.	1160278871	RATE CHANGE DECREASE	Contracts-Cleaning Services	001-534082-57212	(\$398.12)	
02/20/23	Vendor	COVERALL NORTH AMERICA, INC.	1160276977	CLEANING SVCS DEC 2022	Contracts-Cleaning Services	001-534082-57212	\$1,035.00	
02/20/23	Vendor	COVERALL NORTH AMERICA, INC.	1160277556	JAN 2023 CLEANING SVCS	Contracts-Cleaning Services	001-534082-57212	\$1,035.00	
							Check Total	\$875.64

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 2/01/23 to 2/28/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 11103							
02/20/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV147067	JAN 2023 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$6,180.80
							Check Total
							\$6,180.80
CHECK # 11104							
02/20/23	Vendor	TROWBRIDGE ENERGY GROUP INC	TEGHL001	INSTALL 12/35 LIGHTING FIXTURES	HURRICANE IAN REPAIRS	001-549900-53901	\$41,775.00
							Check Total
							\$41,775.00
CHECK # 11105							
02/20/23	Vendor	PERSSON, COHEN & MOONEY, P.A.	3097	MASSEY THRU JAN 2023	ProfServ-Legal Services	001-531023-51401	\$274.00
02/20/23	Vendor	PERSSON, COHEN & MOONEY, P.A.	3096	GEN MATTERS THRU JAN 2023	ProfServ-Legal Services	001-531023-51401	\$1,370.00
							Check Total
							\$1,644.00
CHECK # 11106							
02/20/23	Vendor	NEW IQ, LLC	35879	SEC CAMERA REPAIRS	R&M-Security Cameras	001-546345-57212	\$157.50
							Check Total
							\$157.50
CHECK # 11107							
02/20/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-47574	FEB 2023 FOUNTAIN MAINT	Contracts-Fountain	001-534023-53901	\$175.10
							Check Total
							\$175.10
CHECK # 11108							
02/20/23	Vendor	INNERSYNC STUDIO LTD	21068	WEB HOSTING / COMPLIANCE SVC	WEBSITE SVCS-HOSTING, SUPPORT, TRAINING	001-546915-57212	\$153.75
02/20/23	Vendor	INNERSYNC STUDIO LTD	21068	WEB HOSTING / COMPLIANCE SVC	ONGOING PDF ACCESSIBILITY COMPLIANCE	001-546915-57212	\$234.38
							Check Total
							\$388.13
CHECK # 11109							
02/20/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV149317	FEB 2023 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$6,180.80
							Check Total
							\$6,180.80
CHECK # 11110							
02/23/23	Vendor	HERITAGE LAKE PARK- C/O US BANK N.A	02212023 2005	TRSF TAX COLLECTIONS	Due From Other Funds	131000	\$5,521.56
							Check Total
							\$5,521.56
CHECK # 11113							
02/28/23	Vendor	HOWARDS POOL WORLD INC	M710604	JAN 2023 POOL SVC/EXTRA WKLY CLEANING	EXTRA WKLY CLEANING	001-534078-57212	\$480.00
02/28/23	Vendor	HOWARDS POOL WORLD INC	M710604	JAN 2023 POOL SVC/EXTRA WKLY CLEANING	MONTHLY POOL SVC	001-534078-57212	\$801.15
							Check Total
							\$1,281.15
ACH #DD1217							
02/01/23	Employee	LINDA C. ROSS	PAYROLL	February 01, 2023 Payroll Posting			\$831.48
							ACH Total
							\$831.48
ACH #DD1218							
02/13/23	Vendor	CHARLOTTE COUNTY UTILITIES	012323-125125 ACH	BILL PRD 12/15/22-1/19/23	Utility - Water & Sewer	001-543021-57212	\$504.50
							ACH Total
							\$504.50
ACH #DD1219							
02/13/23	Vendor	CHARLOTTE COUNTY UTILITIES	012323-121310 ACH	BILL PRD 12/15/22-01/19/23	Utility - Water & Sewer	001-543021-57212	\$67.59
							ACH Total
							\$67.59
ACH #DD1220							
02/09/23	Employee	DOUGLAS L. CARVILLE	PAYROLL	February 09, 2023 Payroll Posting			\$154.70
							ACH Total
							\$154.70
ACH #DD1221							
02/09/23	Employee	PAUL R. EBERHARDT	PAYROLL	February 09, 2023 Payroll Posting			\$184.70
							ACH Total
							\$184.70
ACH #DD1222							
02/09/23	Employee	JAMES G. DEFILIPPO	PAYROLL	February 09, 2023 Payroll Posting			\$144.70
							ACH Total
							\$144.70
ACH #DD1223							
02/09/23	Employee	JAMES G. KRAUSS	PAYROLL	February 09, 2023 Payroll Posting			\$184.70
							ACH Total
							\$184.70
ACH #DD1224							
02/24/23	Vendor	COMCAST	012323-3872 ACH	BILL PRD 2/6-3/5/23	Misc-Internet Services	001-549031-53903	\$153.85
							ACH Total
							\$153.85
ACH #DD1225							
02/24/23	Vendor	WASTE MANAGEMENT INC OF FLORIDA	9946574-0336-0	REFUSE REMOVAL	Utility - Refuse Removal	001-543020-57212	\$274.30
							ACH Total
							\$274.30
ACH #DD1226							
02/15/23	Employee	LINDA C. ROSS	PAYROLL	February 15, 2023 Payroll Posting			\$836.19
							ACH Total
							\$836.19

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 2/01/23 to 2/28/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD1227							
02/27/23	Vendor	COMCAST	020623-2663 ACH	BILL PRD 2/19-3/18/23	Misc-Cable TV Expenses	001-549039-57212	\$171.56
02/27/23	Vendor	COMCAST	020623-2663 ACH	BILL PRD 2/19-3/18/23	Communication - Telephone	001-541003-53903	\$110.59
02/27/23	Vendor	COMCAST	020623-2663 ACH	BILL PRD 2/19-3/18/23	Misc-Internet Services	001-549031-53903	\$178.01
ACH Total							\$460.16
ACH #DD1228							
02/27/23	Vendor	FPL SUMMARY BILLING	02102023 ACH	BILL PRD 1/11/23-2/10/23	Electricity - General	001-543006-53903	\$530.34
02/27/23	Vendor	FPL SUMMARY BILLING	02102023 ACH	BILL PRD 1/11/23-2/10/23	Electricity - General	001-543006-53904	\$182.42
02/27/23	Vendor	FPL SUMMARY BILLING	02102023 ACH	BILL PRD 1/11/23-2/10/23	Electricity - General	001-543006-57212	\$2,068.32
ACH Total							\$2,781.08
ACH #DD1229							
02/27/23	Vendor	VALLEY NATIONAL BANK	012323-6536 ACH	JAN 2023 PURCHASES	MICROSOFT RENEWAL	001-551002-57212	\$8.25
02/27/23	Vendor	VALLEY NATIONAL BANK	012323-6536 ACH	JAN 2023 PURCHASES	OFFICE SUPPLIES	001-551002-57212	\$7.98
02/27/23	Vendor	VALLEY NATIONAL BANK	012323-6536 ACH	JAN 2023 PURCHASES	SAWS FOR MAINT	001-546001-53901	\$19.98
02/27/23	Vendor	VALLEY NATIONAL BANK	012323-6536 ACH	JAN 2023 PURCHASES	TONER	001-551002-57212	\$83.99
02/27/23	Vendor	VALLEY NATIONAL BANK	012323-6536 ACH	JAN 2023 PURCHASES	TONER	001-551002-57212	\$83.99
02/27/23	Vendor	VALLEY NATIONAL BANK	012323-6536 ACH	JAN 2023 PURCHASES	ANNUAL CASH BACK AWARD	131000	(\$53.00)
02/27/23	Vendor	VALLEY NATIONAL BANK	012323-6536 ACH	JAN 2023 PURCHASES	MEMBERS	001-551002-51301	\$7.71
ACH Total							\$158.90
Account Total							\$205,213.88

Seventh Order of Business

7A.

7Aii.

7A.ii.a

AGREEMENT FOR STORM DAMAGE REPAIRS TO COMMUNITY INFRASTRUCTURE

This Agreement for Storm Damage Repairs (“Agreement” or “Contract”), is made between the HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark Infrastructure Management Services, 210 North University Drive, Suite 702, Coral Springs, Florida 33071, and FINE LINE CUSTOM HOMES, LLC, a Florida Limited Liability Company (hereinafter referred to as the “Contractor”) with an address of 7275 NE Cubitis Avenue, Arcadia, FL 34266, on this [REDACTED] day of [REDACTED], 2023.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to perform storm damage repair at the District owned clubhouse/amenity center and review potential repairs at the District owned fitness center and mail kiosk(s); and

WHEREAS, the Contractor has offered to provide the clubhouse/amenity center work pursuant to the proposal attached hereto with a change order to be executed among the parties for any additional work on other District infrastructure.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision and transportation for the clubhouse/amenity center repairs and related services (hereinafter referred to as the “Contract Work”) as more specifically detailed and in accordance with the Proposal attached hereto as **Exhibit “A.”** To the extent of any conflict between the Contract and any Exhibits, the terms of this Contract shall govern. Paint for the clubhouse/amenity center, library, office, foyer, and kitchen shall be new and specified as Benjamin Moore, Squire Hill Buff Color #1068, satin finish. Wallpaper in foyer to remain. Any material deviations from the paint specifications need prior approval from the District Vice Chairman.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work. All work shall be performed in a professional manner and warrantied as referenced herein.

III. CONTRACT SUM; INVOICING

As specified in Exhibit “A,” the District agrees to pay Contractor for the Contract Work the total not-to-exceed sum of **One Hundred Thirty-Three Thousand Two Hundred Seventy-Four and 11/100 Dollars (\$133,274.11)** (hereinafter referred to as the “Contract Sum”). The District shall pay the Contract Sum to the Contractor for the Contract Work upon final completion, in full of the Contract Work to the District’s satisfaction at the District’s sole and absolute discretion and final inspection approval by applicable local government authorities. An initial payment to cover material costs of up to Twenty Thousand and 00/100 Dollars (\$20,000.00) of the Contract Sum will be made by Owner upon written request from Contractor. Progress payments will then be made twice per month and only after reasonable approval by the District of the work completed at each progress payment by the District. The Contractor will submit request for payment on or about the 15th and 30th of each month. The periodic payments will be equal to the value of the work completed, plus materials stored on site, less the aggregate of previous payments. The Contract Sum is the final price and there shall be no cost overruns absent a written Change Order executed by all parties before any of the excess materials and/or work is incurred. The Contract Sum and the Contract Time (as defined below) will be adjusted accordingly. The Contractor will review previous work done at the District owned fitness center and mail kiosk(s). To the extent additional work is needed on such infrastructure, as referenced, a written Change Order will be executed by all parties.

The District requires that all subcontractors, material men, suppliers or laborers be paid and may require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, at the District’s discretion prior to remittal of any payment due. Contractor agrees simultaneously with and to the extent it receives payment in full from the District to defend and resolve all claims made by subcontractors, laborers, and material suppliers, indemnifying the District and its agents for all claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

Contractor’s invoices should be sent directly to inframark@avidbill.com. **Invoices must be sent in PDF format and only contain one invoice per email.** Contractor will receive a reply from the system stating “**Your bills have been delivered to Inframark**” or an error message stating “**Resubmission required for Inframark**” if there was an issue with what Contractor submitted. Only invoices should be sent to this email address.

IV. TIME OF COMMENCEMENT AND COMPLETION

After full execution of this Contract and the receipt of all insurance documents referenced herein, the Contract Work shall commence on or about [REDACTED], 2023. Subject to authorized adjustments, the Contract Work shall be completed and ready for final inspection by the District and/or its representatives no later than [REDACTED] () calendar days from commencement of Contract Work (hereinafter referred to as the “Contract Time”). Contractor and the District recognize that time is of the essence of this Contract and the District will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the District shall not be delayed by any act or omission of Contractor. Failure to fully complete the Contract Work within the time fixed in this Contract and agreed upon extensions thereof may result in substantial injury to the District, and the District and Contractor recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the District if the Contract Work is not completed on time. Therefore, in the event the Contract Work

is not completed within the Contract Time, Contractor shall pay the District (or the District may withhold from payment due) the sum of One Hundred Dollars (\$100.00) for each day of such delay in addition to any other damages and/or remedies to which the District may be entitled. The above-referenced liquidated damages amount shall be applicable and payable to the District without proof of special damages. The District and Contractor agree that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Contractor agrees the amount of liquidated damages approximates the loss anticipated at the time of execution of this Contract.

Contractor shall not be liable for any delays caused by acts of God, changes in scope of work, indecisions by the District and/or its agents, strikes or shortage of materials.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations upon which the District has actually and justifiably relied:

1. That the Contractor has examined and carefully studied the project site and that the Contractor has the experience, expertise, and resources to perform all the Contract Work within the Contract Time.
2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Contract Work.
3. That Contractor is familiar with and can and shall ensure that Contractor and its subcontractors comply with all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the Contract Work.

VI. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Contract Work: The Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means and coordination for all work. The Contractor shall supervise and direct the work to the best of its ability giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment: The Contractor shall maintain at all times strict discipline among its employees and subcontractors, if any, and shall not employ or retain for work at the District any person unfit or without sufficient skills to perform the job for which such person is utilized.
3. Furnishing of Labor, Materials/Liens, and Claims: The Contractor shall provide and pay for all labor, materials, and equipment, including tools, transportation and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Contract.

4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits (unless stated otherwise herein) necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The District will reimburse the Contractor for any permit fees. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances.
5. **Responsibility for Negligence of Employees and Subcontractors:** The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract 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.
7. **Warranty of Fitness of Equipment and Materials:** Contractor represents and warrants to the District that all equipment and materials used in the Contract Work 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.
8. **Clean-Up:** Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, machinery, and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, and employees, from liabilities, damages, losses, and costs (including but not limited to reasonable attorney's fees), to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. The monetary limitation to the extent of this indemnification is One Million Dollars (\$1,000,000.00) per occurrence.

In any and all claims against the District or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefit payable by or for Contractor

or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.
2. Workers' Compensation: The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed above. No contractor or sub-contractor operating under a workers' compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance.
3. Commercial General Liability: The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. Automobile Liability: The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.
5. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work and a minimum of ten (10) calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract.
14. 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.

IX. CORRECTING WORK; WARRANTY

1. When it appears to the District that any of the Contract Work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform and, in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor.
2. Contractor guarantees against faulty workmanship with respect to all Contract Work and warrants the Contract Work and the materials for a term of one year (12) months from completion and acceptance by the District.

X. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on seven (7) days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail. On such termination, the District may take possession of the work site and all materials and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the District within ten (10) calendar days after written notice.
2. On a default by Contractor, the District may elect to terminate the Contract immediately. Alternatively, the District may elect not to terminate the Contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due the Contractor.
3. Each party further specifically reserves all rights available under the law or equity should there be a default by the other party which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

XI. WORK CHANGES

Each party reserves the right to request Contract Work changes in the nature of additions, or modifications. However, as referenced above, all changes to the Contract Work, the Contract Sum and Contract Time shall only be authorized once in writing executed by the parties. No work involved in the change or materials contemplated shall be started or secured until authorized.

XII. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XIII. MISCELLANEOUS

1. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.
2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have

been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Contract 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.

4. The laws of the State of Florida shall govern all provisions of this Contract including, but not limited to, the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
5. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
6. A waiver of any breach of any provision of this Contract 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 of any other provisions.
7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and Contractor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
8. The execution of this Contract has been duly authorized by the appropriate body or official of each party, both the District and the Contractor have complied with all the requirements of law and both the District, and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
9. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by e-mail and by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt by mail or e-mail, whichever is first:

To District: Heritage Lake Park Community Development District
 Attn: Justin Faircloth, District Manager
 210 N. University Drive, Suite 702
 Coral Springs, FL 33071
 e-mail: Justin.Faircloth@inframark.com

With a copy to: Andrew Cohen
 6853 Energy Court
 Lakewood Ranch, FL 34240
 e-mail: acohen@flgovlaw.com

To Contractor: Fine Line Custom Homes, LLC
 Attn: [REDACTED]
 [REDACTED]
 [REDACTED]
 e-mail: [REDACTED]

10. E-Verify Requirement. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.

11. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure 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 the Contract and following completion of the Contract if the Contractor does not transfer the records to the District. Upon completion of the Contract, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of the Contract, 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 Contract, 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 THIS CONTRACT, 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, 954-753-5841 EXT. 40532, OR SANDRA.DEMARCO@INFRAMARK.COM.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year first written above.

**Heritage Lake Park
Community Development District**

By: _____

Title: _____

Date: _____

Fine Line Custom Homes, LLC

By: _____

Title: _____

Date: _____

EXHIBIT "A"
CONTRACTOR'S PROPOSAL



ESTIMATE #	DATE	EXPIRES
209	03/04/2023	

Title: Heritage Lake Park Amenity Center

CUSTOMER

Inframark
 Jacob Whitlock
 25635 Heritage Lake Boulevard
 Punta Gorda, FL 33983

SERVICE ADDRESS

25635 Heritage Lake Boulevard
 Punta Gorda, FL 33983

	Qty	Cost/Unit	Total
Baseboard & Trim (Basic) Provide and install new baseboard throughout and door casing as needed.	500	\$8.40/Ft	\$4,200.00
Cleaning construction cleans throughout as needed.	1	\$1,400.00/1	\$1,400.00
Drywall Material, Hang, Finish & Texture	5,000	\$4.90/Sq Ft	\$24,500.00
Electric Provide and install electrical as needed. Quoted on allowance basis as scope is unknown.	1	\$3,500.00/per	\$3,500.00
Paint labor and materials to repaint entire interior and repaired exterior areas. Sherwin Williams brand paint including primer coat, and two top coats.	7,500	\$3.85/Sq Ft	\$28,875.00
Flooring Carpet Provide and install 12x29'6" Mohawk 2B125 Denote 358 Reserve carpet, 8 buckets of glue, (2) seam sealer qts, reuse existing T-molds. includes labor. quote provided by Hessler.	3,114	\$6.58/per	\$20,490.12
Insulation Batts provide and install batt insulation in ceiling where missing.	6	\$350.00/100 sq ft	\$2,100.00
Lift Rental Month long lift rental for ceiling work.	1	\$2,800.00/1	\$2,800.00
Misc Supplies	1	\$700.00/1	\$700.00
Stucco Labor and materials to install new Denglass fiber board on exterior ceiling where missing and then stucco to match current texture.	1,610	\$21.00/1	\$33,810.00



ESTIMATE #	DATE	EXPIRES
209	03/04/2023	

	Qty	Cost/Unit	Total
Trash Disposal (2) dumpsters provide as needed. Additional can be added as a change order.	2	\$1,400.00/1	\$2,800.00
Portolet Rental (3) months of portolet rental	3	\$140.00/monthly	\$420.00
Flooring - Luxury Vinyl Planking includes 23 cartons Shaw Anvil Plus 20Mil LVP, 10 pcs of T-mold, Vapor barrier, and labor to install. Quote provided by Hessler	637.79	\$12.04/Sq Ft	\$7,678.99

Subtotal: \$133,274.11

Subtotal	\$133,274.11
Tax: (0%)	\$0.00
Total	\$133,274.11

SCOPE OF WORK
<ul style="list-style-type: none"> • Repair/Replace Enclosed Exterior Area(s) • Removal of site trash and materials • Exterior and Interior paint as needed • Drywall- hang, finish, and texture as needed • Provide and install new batt insulation for open ceiling areas • Lift rental for ceiling work • Electrical repairs as needed • Flooring- provide and install new carpet and LVP to specified layout • Provide and install new baseboard and door casings as needed • Construction cleans as needed



ESTIMATE #	DATE	EXPIRES
209	03/04/2023	

TERMS & CONDITIONS

Please review the following terms and estimate due-date prior to work beginning.

THIS ESTIMATE HAS BEEN PRICED BASED ON THE FOLLOWING INFORMATION:

This estimate is based on the the visual inspection of the project only. Any items discovered or added after construction commences will be subject to a change order and additional funds may be required. Only items stated specifically above are included in the estimate. If permitting applies, fees are not included.

**SPECIFICALLY STATED MATERIAL PRICING IS QUOTED ON AN ALLOWANCE BASIS UP TO ALLOWABLE AMOUNT. ANY INCREASE OR DECREASE IN COSTS VIA CHANGE ORDER WILL BE WILL BE REFLECTED ON THE FINAL INVOICE.

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____

7A.ii.b



Proposal

Date: March 10, 2023

Project: HLPCDD – Clubhouse Ian repairs

Description:

We hereby propose to complete limited repairs and renovations per the descriptions included and attached herein.

Project Documents:

Architectural Plans by: none provided
 Project Manual & Specifications: none provided

Proposed Cost:

Base Bid: One Hundred & Sixty-Six Thousand, Eight Hundred & Forty-Six Dollars & 00/00
 \$166,846.00

Clarifications:

- Subject to mutually agreeable contract terms to be provided by HLPCDD for Contractor review. Contractor will supply if requested.
- The intent of this proposal is to repair damage caused by Hurricane Ian to a limited part of the interior of the structure. Nothing herein should be construed to apply beyond the damaged area of the building.
- Refer to Exhibit A – Budget Summary for more detailed notes.
- Refer to Exhibit B – Scope Summary for more detailed notes.

Exclusions:

Bonding
 Anything not specifically included.

Submitted by:

Robert Fowler - President
Fowler Construction and Development

Date



EXHIBIT A - Budget Summary

PROJECT NAME: **HLPCDD - Ian Damage**
 PROJECT #: **pending**
 CURRENT DATE: **3/10/2023**
 CONTRACT AMOUNT: **\$166,846**

Confidential

DO NOT MAKE ENTRIES!!!

#	CATEGORY	NOTE	ESTIMATE AMOUNT	CONTRACT AMOUNT	TOTAL AMOUNT
1.0 GENERAL REQUIREMENTS					
	SUPERVISION:				
1020.0	Project Manager			\$ 5,000	\$ 5,000
1030.0	Superintendent			\$ 10,000	\$ 10,000
	SUBMITTALS:				
1100.0	Schedules	in 1020			\$ -
1130.0	Shop Drawings	n/a			\$ -
1140.0	Samples	By Owner			\$ -
	TEMP Facilities/Services				
1200.0	Electric	existing			\$ -
1210.0	Telephone	existing			\$ -
1230.0	Non-potable Water	existing			\$ -
1250.0	Temporary Toilet	existing			\$ -
1260.0	First Aid Supplies		\$ 50		\$ 50
1280.0	Barriers		\$ 1,500		\$ 1,500
1300.0	Storage Trailer	use existing space			\$ -
	BONDS/INSURANCE:				
1405.0	Bonding	NIC			\$ -
1410.0	General Liability		\$ 2,560		\$ 2,560
1420.0	Workers Comp.	in 1410			\$ -
1430.0	Builders Risk	By owner			\$ -
1440.0	Other Insurance	NIC			\$ -
	REGULATORY FEES:				
1510.0	Impact Fees	NIC			\$ -
1520.0	Local Bldg. Permits	By owner			\$ -
1550.0	Utility Connect Fees	existing			\$ -
1560.0	Inspections		\$ 250		\$ 250
	OTHER EXPENSES:				
1630.0	Operating Sundries		\$ 500		\$ 500
1640.0	Design/Architecture	NIC			\$ -
1660.0	Trash Removal		\$ 1,200		\$ 1,200
1675.0	Scaffolding	By Subs			\$ -
1700.0	Mobilization		\$ 1,500		\$ 1,500
1710.0	Travel Expense		\$ 1,000		\$ 1,000
1730.0	Cleaning - Continuous	By Subs			\$ -
1740.0	Cleaning - Final		\$ 2,500		\$ 2,500
1750.0	Project Close-Out		\$ 500		\$ 500
18.78%	DIVISION TOTAL		\$ 26,560		

2.0 SITEWORK					
2050.0	Demolition	NIC			\$ -
2080.0	Hazardous Mat. Removal	NIC			\$ -
2100.0	Site Preparation	NIC			\$ -
2950.0	Trees, Shrubs, Plants, GCover	NIC			\$ -
0.00%	DIVISION TOTAL	\$	-		
3.0 CONCRETE					
					\$ -
0.00%	DIVISION TOTAL	\$	-		
4.0 MASONRY					
					\$ -
0.00%	DIVISION TOTAL	\$	-		
5.0 METALS					
5400.0	Cold Form Metal Frame	NIC			\$ -
5500.3	Metal Hand Railings	NIC			\$ -
0.00%	DIVISION TOTAL	\$	-		
6.0 WOOD & PLASTICS					
6400.0	Casework	NIC			\$ -
6450.0	Countertops	NIC			\$ -
6455.0	Standing/Running Trim	interior base trim		\$ 2,500	\$ 2,500
1.77%	DIVISION TOTAL	\$	2,500		
7.0 THERMAL/MOISTURE PROTECTION					
7200.0	Building Insulation			\$ 4,600	\$ 4,600
7600.0	Flashing/Sheet Metal	ALLOWANCE		\$ 3,000	\$ 3,000
5.38%	DIVISION TOTAL	\$	7,600		
8.0 DOORS/WINDOWS					
8100.0	Metal Doors/Frames	NIC			\$ -
8200.0	Wood/Plastic Doors	NIC			\$ -
8400.0	Entrances/Storefront	NIC			\$ -
8500.0	Metal Windows	NIC			\$ -
8700.0	Finish Door Hardware	NIC			\$ -
0.00%	DIVISION TOTAL	\$	-		
9.0 FINISHES					
9220.0	Stucco			\$ 24,320	\$ 24,320
9250.0	Drywall/Hardcoat			\$ 25,000	\$ 25,000
9510.0	Acoustical Ceiling	NIC			\$ -
9550.0	Wood Flooring	dance floor in 9650			\$ -
9650.0	Resilient Flooring	Owner's LVL		\$ 24,450	\$ 24,450
9680.0	Carpeting	NIC			\$ -
9900.0	Painting			\$ 25,965	\$ 25,965
9950.0	Wall Coverings	NIC			\$ -
70.54%	DIVISION TOTAL	\$	99,735		
10.0 SPECIALTIES					
10400.0	Identifying Devices	NIC			\$ -
10520.0	Fire Extinguishers/Cabs	NIC			\$ -
0.00%	DIVISION TOTAL	\$	-		
11.0 EQUIPMENT					
					\$ -
0.00%	DIVISION TOTAL	\$	-		
12.0 FURNISHINGS					

12010.0	Furnishings	NIC			\$ -
12500.0	Window Treatments	NIC			\$ -
0.00%	DIVISION TOTAL	\$ -			
13.0 SPECIAL CONSTRUCTION					
					\$ -
0.00%	DIVISION TOTAL	\$ -			
14.0 CONVEYING SYSTEMS					
					\$ -
0.00%	DIVISION TOTAL	\$ -			
15.0 MECHANICAL					
15300.0	Fire Sprinkler System	NIC			\$ -
15400.0	Plumbing Systems	NIC			\$ -
15500.0	HVAC Systems	NIC			\$ -
0.00%	DIVISION TOTAL	\$ -			
16.0 ELECTRICAL					
16050.0	Elec Distribution Systems	ALLOWANCE	\$ 5,000		\$ 5,000
16400.0	Elec Service Entrance	existing			\$ -
16600.0	Special Systems	NIC			\$ -
16610.0	Security Systems	NIC			\$ -
16720.0	Fire Detection Alarm Sys	NIC			\$ -
3.54%	DIVISION TOTAL	\$ 5,000			
100.0%	Total Estimate Amount		\$ 16,560		11.71%
	Total Contract Amount		\$ 124,835		88.29%
	Total Amount		\$ 141,395		
	MATH CHECK (must equal Total Amount)				\$ 141,395
	Contract Amount		\$166,846		
	Overhead/Profit		\$25,451		

EXHIBIT B – Scope of Work Summary

Heritage Lake Park Clubhouse

25635 Heritage Lake Boulevard, Punta Gorda, Florida 33983

Repairs from roof leak caused by hurricane Ian on 9/28/2022

Scope of Work

1. Replace insulation damaged by leak approximately 1,000 sq' on the north side (removed by others)
2. Replace interior drywall approximately 300' at 4' high damaged by leak (removed by others)
3. Finish & paint all interior drywall and 300' of base.
4. Install new interior 500sq' LVP Shaw Anvil Plus color: Mineral Maple 297 and 3,500sq' carpet Aladdin Denote 28125 color: Reserve 358 #365-203 snap T transitions between carpet and LVP damaged by leak (removed by others)
5. Install 300' new matching colonial interior base trim
6. Replace 4,000 sq' exterior drywall/stucco damaged by leak (removed by others)
7. Refinish stucco at exterior drywall areas damaged by leak
8. Paint exterior drywall/stucco
9. Final clean
10. Allowance for fixing damaged ridge cap and secure mailbox kiosk

Exclusions:

1. Storage or management trailers
2. All phases not mentioned above (by others)
3. Overtime or hours outside Monday to Friday 7am to 5pm
4. Temporary toilets, electric or water service

Eighth Order of Business

8A



Fitness Services of Florida, Inc.

4220 Northwest 120th Ave, Coral Springs Florida 33065 * 954.753.6088

www.gymrepair.com

PREVENTATIVE MAINTENANCE AGREEMENT
Renewal

THIS AGREEMENT made this 16 March 2023 between **FITNESS SERVICES OF FLORIDA, INC.** (Servicer), located at 4220 Northwest 120th Avenue, Coral Springs, Florida 33065, and **Heritage Lake Park Community Development District** (Customer), located at 25635 Heritage Lake Boulevard, Punta Gorda, Florida 33983.

Attention: **Justin Faircloth,**

WHEREAS, Customer desires to engage Servicer to provide preventative maintenance services to certain equipment owned and/or operated by Customer at the following location(s) listed on *Exhibit A*; and

WHEREAS, the equipment to be serviced is listed on *Exhibit A* attached hereto; and

WHEREAS, the schedule for regular maintenance of the equipment shall be as listed on *Exhibit B* hereto; and

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Term. This Agreement shall be for a term of one (1) year, commencing on **April 1st, 2023 and expiring on March 31st, 2024**. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice. Thirty days prior to the end of term a renewal will be automatically submitted to the customer for approval.
2. Services to be Performed. The services to be performed by Servicer are as follows:
 - A. Regular Maintenance. Each regularly scheduled FULL MAINTENANCE PLAN visit will include all covered equipment being inspected, thoroughly cleaned on the interior and exterior, and lubricated and adjusted in accordance with manufacturer's specifications (the cost of materials used for standard maintenance is included in the maintenance fees). Additionally, any necessary repairs will be identified, and an estimate provided to Customer for such repair work (such repair work will only be performed upon Customer approval).

Servicer Initials

Customer Initials

- B. Repairs. Upon receiving a Customer call for repair work, Servicer will use its best efforts to repair equipment as promptly as reasonably possible. Response time will generally be within 48 business hours. All contract repairs (other than during emergency hours - see Section 2C below) shall be billed at a discounted rate of **\$80.00** per hour for labor per technician; the cost of parts will be applicable, and a service charge of **\$75.00** will be applicable. The first hour will be a one hour minimum charge, unless the repairs are performed at the time of a scheduled maintenance call, in which case the Customer will be charged for the labor to perform the repair in half hour increments. All repair charges shall be invoiced as due upon receipt. Repairs necessitated by casualty, act of God, voltage aberrations, abuse, or negligence are not covered by this Agreement, but will be performed at Servicers standard hourly rates plus applicable service charge and cost of parts. Servicer will use parts that meet the manufacturer's original equipment standards. Customer cost for parts shall be manufacturer suggested retail prices.
- C. Emergency Services. All services performed by Servicer on major holidays, between the hours of 9:00 a.m. and 5:00 p.m. are considered Emergency Service. If emergency service is requested by Customer, Servicers standard hourly rates shall apply (such rates are currently \$95.00 labor per hour, plus a service charge of \$90.00).
3. Warranty. All service performed by Servicer shall be warranted for ninety (90) days from the service date and will also cover the specific parts and repairs written on the service invoice. Parts and/or labor covered under the manufacturers original warranty will be provided under that warranty.
4. Payment Terms: Customer shall pay Servicer **\$325.00 per visit**, the sum of **\$ 1,300.00** reference *Exhibit B*. Terms are due upon receipt of invoice following services rendered at each visit.
5. Payment Methods: Payment may be provided via one of the followings: corporate check, official check, and wire transfer, Visa or MasterCard. Checks made payable to: Fitness Services of Florida, Inc.
6. Insurance; Disclaimer; Indemnification. Each party represents to the other that it has all legally required insurance for its employees, equipment, and operations. It is understood and agreed that this is a service agreement only, and Servicer, its owners, directors, officers, employees, and agents, shall have no liability arising out of, or in connection with, the use by any person of the equipment serviced hereunder, or the condition, or use by any person, of the premises in which said equipment is located. In connection therewith, Customer agrees to indemnify and hold Servicer, its owners, directors, officers, employees, and agents, harmless from and against any and all claims, lawsuits, loss, cost, damages, liabilities, and expenses, including attorney's fees (outside of litigation, in litigation, and for any appeals), arising out of, or in connection with, the condition or use by any person of the equipment and/or the premises in which said equipment is located. **SERVICER'S LIABILITY IS STRICTLY LIMITED TO PROVIDING SERVICE TO THE EQUIPMENT AS MAY BE REASONABLY REQUIRED HEREUNDER. THE ONLY WARRANTY APPLICABLE TO THE SERVICES PERFORMED BY SERVICER HEREUNDER SHALL BE AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. SERVICER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
7. Assignment. This Agreement may not be assigned, other than by a writing signed by all parties hereto.
8. Governing Law/Waiver of Jury Trial/Venue. This Agreement has been executed in and shall be governed by the laws of the State of Florida. Each party waives any right to a trial by jury in any litigation related to this Agreement. Each party consents to the venue of any litigation related to this Agreement being solely in the Florida state court system.

Servicer Initials 

Customer Initials _____

- 9. **Binding Agreement.** This Agreement shall be binding on the parties, their legal representatives, successors, assigns and heirs.
- 10. **Prevailing Party.** If litigation arises under this Agreement, the prevailing party thereto may collect all attorneys' fees and costs of litigation from any and all of the other parties to said litigation, including all attorneys' and costs of appeals, if any.
- 11. **Entire Agreement.** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
- 12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. In the event any provision of this Agreement is breached or violated in any part, the remaining provisions and covenants shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, _____.

CUSTOMER:
Heritage Lake Park
Community Development District

By: _____
 (Signature)

 (Print Name)

Its: _____
 (Title)

SERVICER:
FITNESS SERVICES OF FLORIDA, INC.

By: 

Ronnette Bolanos
Vice President/Owner

EXHIBIT A

Address of Exercise Equipment to be serviced:

Heritage Lake Park
 25635 Heritage Lake Blvd
 Punta Gorda, FL 33983
 Phone: 203-560-5967
 Attention: Justin Faircloth

Equipment Listing

Assigned #	Type of Equipment	Manufacturer	Model	Serial #	Console Serial #
	Treadmill	True	PS900	13-TPS900594H	NA
	Treadmill	True	95TE	AST101881	EAT301969
	Elliptical	Octane	Pro 350	R06106201138-01	R06106201138-01
	Upright Cycle	Precor	UBK885	AYZGH09120013	AAFCE28120025
	Tricep Pushdown	Hoist	HD1100	0602003263	NA
	Bicep Curl	Hoist	HD1100		NA
	Multi Press	Hoist	HD1500	0602003991	NA
	Leg Extension	Hoist	HD2400	073005575	NA
	Hamstring Curl	Hoist	HD2400		NA
	Lat Pulldown	Hoist	HD2300	0602002892	NA
	Mid Row				NA
	Incline Bench	Hoist			NA
	Adjustable Ab Bench	Hoist		0603010646	NA

Servicer Initials



Customer Initials

EXHIBIT B

Heritage Lake Park Community Development District

4 visits at \$325.00 per visit

April 2023

July 2023

October 2023

January 2024

Preventative Maintenance Total = \$ 1,300.00

Servicer Initials C

Customer Initials

Ninth Order of Business

9A

HERITAGE LAKE PARK

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2024

Version 1 - Proposed Budget:

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Prepared by:



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Heritage Lake Park
Community Development District

Operating Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET FY 2023	THRU JAN-2023	FEB SEPT-2023	PROJECTED FY 2023	BUDGET FY 2024
REVENUES							
Interest - Investments	\$ 1,108	\$ 1,773	\$ 400	\$ 3,339	\$ 1,113	\$ 4,452	\$ 3,000
Room Rentals	-	655	-	-	-	-	-
Recreational Activity Fees	-	918	8,000	-	8,000	8,000	8,000
Special Assmnts- Tax Collector	803,668	723,563	723,561	685,452	38,109	723,561	723,561
Special Assmnts- Delinquent	-	1,333	-	-	-	-	-
Special Assmnts- Discounts	(28,376)	(25,824)	(28,942)	(27,257)	(381)	(27,638)	(28,942)
Settlements	1,679	32,909	-	162,370	-	162,370	-
Other Miscellaneous Revenues	283	2,020	500	4,903	-	4,903	500
Gate Bar Code/Remotes	3,487	3,116	1,000	1,329	1,973	3,302	3,000
TOTAL REVENUES	781,849	740,463	704,519	830,136	48,813	878,949	709,119

EXPENDITURES

Administrative

P/R-Board of Supervisors	10,400	9,800	12,000	4,000	8,000	12,000	12,000
FICA Taxes	796	750	918	306	612	918	918
ProfServ-Arbitrage Rebate	-	-	600	-	600	600	600
ProfServ-Dissemination Agent	1,126	1,160	1,195	-	1,195	1,195	1,231
ProfServ-Engineering	708	14,915	4,000	-	4,000	4,000	4,000
ProfServ-Legal Services	39,283	36,734	24,844	13,492	9,000	22,492	24,844
ProfServ-Mgmt Consulting Serv	58,656	60,476	62,290	20,763	41,527	62,290	64,159
ProfServ-Trustee Fees	4,771	4,771	4,771	4,771	-	4,771	4,771
ProfServ-Website Maintenance	2,869	1,356	1,356	452	904	1,356	1,356
Auditing Services	3,725	3,900	3,725	-	3,900	3,900	3,900

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET	THRU	FEB	PROJECTED	BUDGET
	FY 2021	FY 2022	FY 2023	JAN-2023	SEPT-2023	FY 2023	FY 2024
Postage and Freight	677	408	600	146	397	543	600
Insurance - General Liability	4,132	4,317	4,447	3,381	-	3,381	3,482
Printing and Binding	5	1	50	-	10	10	50
Legal Advertising	1,042	1,094	2,000	-	-	-	2,000
Misc-Bank Charges	344	510	100	217	434	651	100
Misc-Assessmnt Collection Cost	5,246	4,993	14,471	10,684	762	11,446	14,471
Office Supplies	-	25	35	41	-	41	35
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	133,955	145,384	137,577	58,428	71,340	129,768	138,692
Field							
ProfServ-Field Management	5,729	5,901	6,078	2,026	4,052	6,078	6,260
ProfServ-Mgmt Consulting Services	3,156	4,969	-	938	4,063	5,001	5,000
ProfServ-Wetlands	10,680	10,867	11,000	3,667	7,334	11,001	11,000
Contracts-Landscape	69,912	72,189	74,170	24,722	49,446	74,168	74,170
Contracts-Buffer Wall	3,500	3,500	7,000	-	7,000	7,000	7,000
R&M-General	7,524	6,291	9,600	20	-	20	9,600
R&M-Irrigation	22,978	13,265	12,000	5,560	-	5,560	12,000
R&M-Lake	-	5,000	5,000	895	-	895	5,000
R&M-Mulch	7,200	7,200	7,200	-	-	-	7,200
R&M-Sidewalks	-	-	3,000	-	-	-	3,000
R&M-Tree and Trimming	9,405	-	5,995	-	-	-	5,995
R&M-Lights	3,187	4,275	4,000	-	-	-	4,000
R&M-Wall	3,933	3,865	8,000	77	-	77	8,000
Misc-Contingency	9,227	8	16,950	208,390	-	208,390	13,845
Cap Outlay - Irrigation	31,871	-	-	-	-	-	-
Total Field	188,302	137,330	169,993	246,295	71,895	318,190	172,070

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET	THRU	FEB	PROJECTED	BUDGET
			FY 2023	JAN-2023	SEPT-2023	FY 2023	FY 2024
				-			
Utilities							
Communication - Telephone	742	843	900	278	556	834	900
Electricity - General	4,886	5,493	6,000	1,958	3,916	5,874	6,000
Internet Services	2,901	3,498	3,141	1,127	2,254	3,381	3,400
Total Utilities	8,529	9,834	10,041	3,363	6,726	10,089	10,300
Gatehouse							
Towing Services	-	-	250	-	-	-	250
Contracts-Gates	-	1,080	1,080	-	1,080	1,080	1,080
Contracts-Security System	57,918	59,935	61,148	20,336	40,722	61,058	62,916
Electricity - General	2,925	2,492	3,000	751	1,502	2,253	3,000
R&M-Buildings	50	954	500	4	496	500	500
R&M-Gate	3,388	3,702	3,000	1,291	2,254	3,545	3,000
Misc-Contingency	6,217	5,556	5,000	6,882	-	6,882	5,000
Total Gatehouse	70,498	73,719	73,978	29,264	46,054	75,318	75,746
Clubhouse and Recreation							
Payroll-Salaries	16,146	19,163	26,000	7,180	18,820	26,000	26,000
Payroll-Maintenance	9,750	9,200	10,400	3,030	7,370	10,400	10,400
Payroll Taxes	1,981	2,170	2,785	781	2,004	2,785	2,785
Workers' Compensation	592	1,778	800	-	800	800	800
Fire Alarm Monitoring	540	540	540	270	270	540	540
Contracts-Fountain	680	690	680	-	680	680	680
Contracts-Security Camera	550	-	550	-	550	550	550
Contracts-Pools	14,400	14,920	15,580	4,926	6,409	11,335	16,374
Contracts-Cleaning Services	12,420	12,420	12,420	2,946	8,280	11,226	12,420
Contracts-HVAC	1,968	1,968	1,968	-	1,968	1,968	1,968
Contracts-Pest Control	1,800	1,800	1,800	-	1,200	1,200	1,800

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET FY 2023	THRU JAN-2023	FEB SEPT-2023	PROJECTED FY 2023	BUDGET FY 2024
Contracts-Security System	9,718	10,010	10,162	3,387	6,774	10,161	10,467
Pest Control - Bldg/Gnds	1,895	1,199	1,620	-	1,547	1,547	1,620
Electricity - General	15,716	18,200	18,000	6,945	13,890	20,835	18,564
Utility - Refuse Removal	2,933	3,179	3,179	1,097	2,194	3,291	3,292
Utility - Water & Sewer	6,068	6,280	6,500	2,133	4,266	6,399	6,500
Insurance - Property	37,696	32,283	33,251	30,067	-	30,067	30,969
R&M-General	4,460	4,272	4,000	-	-	-	4,000
R&M-Fountain	154	317	500	-	500	500	500
R&M-Pools	7,441	2,396	8,694	1,140	-	1,140	8,694
R&M - Tennis Courts	72	16,589	6,000	-	-	-	6,000
R&M - Fitness Equipment	1,554	1,739	2,800	245	-	245	2,800
R&M - Fitness Center	351	227	2,000	779	-	779	2,000
R&M - Security Cameras	1,441	15,098	1,000	708	292	1,000	1,000
R&M-Backflow Inspection	145	130	154	-	154	154	154
Fire Ext Inspection & Repairs	98	137	500	-	118	118	500
R&M-Fire Alarm	-	400	500	340	160	500	500
Fire Alarm Inspection	198	198	200	-	200	200	200
R&M-Fire Sprinklers	450	450	500	-	500	500	500
R&M - Computer/Internet	1,525	5,015	2,500	468	-	468	2,500
Misc-Cable TV Expenses	1,204	1,389	1,398	425	858	1,283	1,286
Misc-Clubhouse Activities	34	1,380	4,800	-	707	707	4,800
Misc-Contingency	4,840	17,097	10,000	2,190	-	2,190	10,000
Office Supplies	2,177	2,123	3,000	350	-	350	3,000
Cleaning Supplies	373	542	2,600	32	426	458	2,600
Cleaning Services	-	-	500	-	500	500	500
Cap Outlay - Other	29,928	-	-	-	-	-	-
Total Clubhouse and Recreation	191,298	205,299	197,881	69,439	81,436	150,875	197,262

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET	THRU	FEB	PROJECTED	BUDGET
	FY 2021	FY 2022	FY 2023	JAN-2023	SEPT-2023	FY 2023	FY 2024
Reserves							
Reserve-Irrigation System	-	-	15,000	-	-	-	15,000
Reserve-Roadways	-	43,395	32,394	-	-	-	32,394
Reserve-Stormwater System	-	16,608	29,220	-	-	-	29,220
Reserve-Tennis Courts	-	-	10,000	-	-	-	10,000
Reserve-Wall	-	53,196	28,435	-	-	-	28,435
Total Reserves	-	113,199	115,049	-	-	-	115,049
TOTAL EXPENDITURES & RESERVES	592,582	684,765	704,519	406,789	277,451	684,240	709,119
Excess (deficiency) of revenues							
Over (under) expenditures	189,267	55,698	-	423,347	(228,638)	194,709	0
OTHER FINANCING SOURCES (USES)							
Extraordinary Gain / Loss	-	-	-	(165,897)	-	(165,897)	-
TOTAL OTHER SOURCES (USES)	-	-	-	(165,897)	-	(165,897)	0
Net change in fund balance	189,267	55,698	-	257,450	(228,638)	28,812	(0)
FUND BALANCE, BEGINNING	372,937	562,204	617,902	617,902	-	617,902	646,714
FUND BALANCE, ENDING	\$ 562,204	\$ 617,902	\$ 617,902	\$ 875,352	\$ (228,638)	\$ 646,714	\$ 646,714

Budget Narrative
Fiscal Year 2024

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 - 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 2024**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. Subject to CPI increase on October 1st.

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Administrative (continued)

Professional Services - Management Consulting

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 (\$60 included for P/R processing fee)	CDD Management	\$5,346.58/month
	TOTAL	\$64,159

Professional Services – Trustee Fees

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 10/1/22 through 9/30/23.

VENDOR	DESCRIPTION	AMOUNT
U.S. Bank	Trustee fees	\$4,771/annually
	TOTAL	\$4,771

Professional Services – Website Maintenance

Inframark Infrastructure Management Services oversees the District’s email accounts and aids Campus Suite regarding the website, as necessary.

VENDOR	DESCRIPTION	AMOUNT
Inframark	Website	\$113/month
	TOTAL	\$1,356

Budget Narrative
Fiscal Year 2024

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	\$3,900
	TOTAL	\$3,900

Postage and 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.

VENDOR	DESCRIPTION	AMOUNT
PGIT	Public Officials and Employment Practices Liability	\$3,482
	TOTAL	\$3,482

Printing and Binding

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

Budget Narrative
Fiscal Year 2024

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.

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 2024

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	\$521.67/month
	TOTAL	\$6,260

Professional Services – Management Consulting Services

The District contracted with Inframark to for extra field operations of the property.

VENDOR	DESCRIPTION	AMOUNT
Inframark	Management Consulting Services	
	TOTAL	\$5,000

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	\$916.70/month
	TOTAL	\$11,000

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Field (continued)

Contracts – Landscape

The District contracted with Down To Earth Landscape & Irrigation 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
Down To Earth Landscape & Irrigation.	Lawn/ Irrigation Maintenance	\$6,180.80/month
	TOTAL	\$74,170

Contracts - Buffer Wall

The District contracted with Down To Earth Landscape & Irrigation to trim the ten-foot buffer/overhanging along the exterior wall annually.

VENDOR	DESCRIPTION	AMOUNT
Down To Earth Landscape & Irrigation	Buffer Wall	\$7,000/bi-annually
	TOTAL	\$7,000

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 Down To Earth Landscape & Irrigation.

Budget Narrative
Fiscal Year 2024**EXPENDITURES****Field** (continued)**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.

R&M – Trees and Trimming

The District has contracted with Down To Earth Landscape & Irrigation 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 2024

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

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	
Comcast	25365 Rampart Blvd, 8535 10 060 0813872	
	TOTAL	\$ 3,400

Budget Narrative
Fiscal Year 2024

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	\$5,243/month
	TOTAL	\$62,916

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 2024

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	\$26,000

Payroll - Maintenance

The District has maintenance technician to work in the District field during the week.

JOB	DESCRIPTION	AMOUNT
Maintenance Technician	Salary	2 days per week
	TOTAL	\$10,400

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Clubhouse and Recreation (continued)

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.

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
Solitude Lake Management	Fountain Maintenance	\$170/quarter
	TOTAL	\$680

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Clubhouse and Recreation (continued)

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

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	\$801.15/month plus extra cleaning
	TOTAL	\$16,374

Contracts - Cleaning Services

The District contracted with Coverall North America to clean the clubhouse.

VENDOR	DESCRIPTION	AMOUNT
Coverall North America, Inc.	Cleaning Services	\$1,035/month
	TOTAL	\$12,420

Budget Narrative
Fiscal Year 2024

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 preventives Maintenance per Year). 10% discount on additional repairs.	\$1,968/ year
	TOTAL	\$1,968

Contracts-Pest Control

Monthly pest control service.

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

Budget Narrative
Fiscal Year 2024

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	\$872.25/month
	TOTAL	\$10,467

Pest Control – Building/Grounds

Incidental pest control services not part of contract.

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

Utility - Refuse Removal

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

VENDOR	DESCRIPTION	AMOUNT
Waste Management	Trash removal 8-yard dumpster	\$274.30/month
	TOTAL	\$3,292

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Clubhouse and Recreation *(continued)*

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.

VENDOR	DESCRIPTION	AMOUNT
PGIT	Property & Inland Marine/Vehicle	\$30,969
	TOTAL	\$30,969

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.

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.

Budget Narrative
Fiscal Year 2024**EXPENDITURES****Clubhouse and Recreation** *(continued)***R&M - Fitness Center**

Fitness center floor renovation.

R&M - Security Cameras

Miscellaneous repairs to security cameras.

R&M - Backflow Inspection

Expenses for 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.

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 Access Fire Protection, 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.

Budget Narrative
Fiscal Year 2024**EXPENDITURES****Clubhouse and Recreation** *(continued)***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 clubhouse 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.

Capital Outlay - Other

Capital Outlay for future.

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Reserves

Reserve – Roadways

Reserves for the District roadways.

Reserve – Stormwater System

Reserves for the stormwater system.

Reserves – Tennis Courts

Reserves for the tennis courts.

Reserves – Wall

Reserves for the exterior wall.

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2024	\$ 646,714
Net Change in Fund Balance - Fiscal Year 2024	-
Reserves - Fiscal Year 2024 Additions	115,049
Total Funds Available (Estimated) - 9/30/2024	761,763

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - Operating Capital		148,517 ⁽¹⁾
Reserves Capital Projects (Prior Years)	76,539	<u>76,539</u>
Reserves - Irrigation FY 2023	15,000	
Reserves - Irrigation FY 2024	15,000	<u>30,000</u>
Reserves - Legal (Prior Years)	3,792	<u>3,792</u>
Reserves -Roadways (Prior Years)	209,779	
Reserves -Roadways FY 2023	32,394	
Reserves -Roadways FY 2024	32,394	<u>274,567</u>
Reserves -Stormwater system (Prior Years)	58,581	
Reserves -Stormwater system FY 2023	29,220	
Reserves -Stormwater system FY 2024	29,220	<u>117,021</u>
Reserves -Tennis Courts FY 2023	10,000	
Reserves -Tennis Courts FY 2024	10,000	<u>20,000</u>
Reserves -Wall (Prior Years)	32,109	
Reserves -Wall FY 2023	28,435	
Reserves -Wall FY 2024	28,435	<u>88,979</u>
	Subtotal	<u>610,898</u>

Total Allocation of Available Funds	759,415
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Total Unassigned (undesignated) Cash	\$ 2,348
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Notes

(1) Represents approximately 3 months of operating expenditures.

Heritage Lake Park
Community Development District

Debt Service Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET	THRU	FEB	PROJECTED	BUDGET
			FY 2023	JAN-2023	SEPT-2023	FY 2023	FY 2024
REVENUES							
Interest - Investments	\$ 13	\$ 554	\$ 10	\$ 1,396	\$ 1,954	\$ 3,350	\$ 1,000
Special Assmnts- Tax Collector	180,800	180,800	180,800	171,385	9,415	180,800	180,800
Special Assmnts- Discounts	(6,353)	(6,532)	(7,232)	(6,814)	(94)	(6,908)	(7,232)
TOTAL REVENUES	174,460	174,822	173,578	165,967	11,275	177,242	174,568
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	1,180	1,245	3,616	2,556	188	2,744	3,616
Total Administrative	1,180	1,245	3,616	2,556	188	2,744	3,616
<i>Debt Service</i>							
Principal Debt Retirement	80,000	85,000	85,000	-	85,000	85,000	90,000
Principal Prepayments	5,000	5,000	-	5,000	-	5,000	-
Interest Expense	107,873	103,028	98,040	49,020	48,878	97,898	92,910
Total Debt Service	192,873	193,028	183,040	54,020	133,878	187,898	182,910
TOTAL EXPENDITURES	194,053	194,273	186,656	56,576	134,066	190,642	186,526
Excess (deficiency) of revenues							
Over (under) expenditures	(19,593)	(19,451)	(13,078)	109,391	(122,791)	(13,400)	(11,958)

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU JAN-2023	PROJECTED FEB SEPT-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
OTHER FINANCING SOURCES (USES)							
Extraordinary Gain / Loss	-	-	-	(47,716)	-	(47,716)	-
Contribution to (Use of) Fund Balance	-	-	(13,078)	-	-	-	(11,958)
TOTAL OTHER SOURCES (USES)	-	-	(13,078)	(47,716)	-	(47,716)	(11,958)
Net change in fund balance	(19,593)	(19,451)	(13,078)	61,675	(122,791)	(61,116)	(11,958)
FUND BALANCE, BEGINNING	215,723	196,130	176,679	176,679	-	176,679	115,563
FUND BALANCE, ENDING	\$ 196,130	\$ 176,679	\$ 163,601	\$ 238,354	\$ (122,791)	\$ 115,563	\$ 103,605

HERITAGE LAKE PARK

Community Development District

Series 2005 - Special Assessment Revenue Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	Extra. Remdmt	INTEREST	TOTAL
11/01/2023	\$ 1,630,000.00	5.70%	\$ -		\$ 46,455.00	\$ 46,455.00
5/01/2024	\$ 1,630,000.00	5.70%	\$ 90,000.00		\$ 46,455.00	\$ 136,455.00
11/01/2024	\$ 1,540,000.00	5.70%	\$ -		\$ 43,890.00	\$ 43,890.00
5/01/2025	\$ 1,540,000.00	5.70%	\$ 95,000.00		\$ 43,890.00	\$ 138,890.00
11/01/2025	\$ 1,445,000.00	5.70%	\$ -		\$ 41,182.50	\$ 41,182.50
5/01/2026	\$ 1,445,000.00	5.70%	\$ 100,000.00		\$ 41,182.50	\$ 141,182.50
11/01/2026	\$ 1,345,000.00	5.70%	\$ -		\$ 38,332.50	\$ 38,332.50
5/01/2027	\$ 1,345,000.00	5.70%	\$ 105,000.00		\$ 38,332.50	\$ 143,332.50
11/01/2027	\$ 1,240,000.00	5.70%	\$ -		\$ 35,340.00	\$ 35,340.00
5/01/2028	\$ 1,240,000.00	5.70%	\$ 115,000.00		\$ 35,340.00	\$ 150,340.00
11/01/2028	\$ 1,125,000.00	5.70%	\$ -		\$ 32,062.50	\$ 32,062.50
5/01/2029	\$ 1,125,000.00	5.70%	\$ 120,000.00		\$ 32,062.50	\$ 152,062.50
11/01/2029	\$ 1,005,000.00	5.70%	\$ -		\$ 28,642.50	\$ 28,642.50
5/01/2030	\$ 1,005,000.00	5.70%	\$ 125,000.00		\$ 28,642.50	\$ 153,642.50
11/01/2030	\$ 880,000.00	5.70%	\$ -		\$ 25,080.00	\$ 25,080.00
5/01/2031	\$ 880,000.00	5.70%	\$ 130,000.00		\$ 25,080.00	\$ 155,080.00
11/01/2031	\$ 750,000.00	5.70%	\$ -		\$ 21,375.00	\$ 21,375.00
5/01/2032	\$ 750,000.00	5.70%	\$ 140,000.00		\$ 21,375.00	\$ 161,375.00
11/01/2032	\$ 610,000.00	5.70%	\$ -		\$ 17,385.00	\$ 17,385.00
5/01/2033	\$ 610,000.00	5.70%	\$ 145,000.00		\$ 17,385.00	\$ 162,385.00
11/01/2033	\$ 465,000.00	5.70%	\$ -		\$ 13,252.50	\$ 13,252.50
5/01/2034	\$ 465,000.00	5.70%	\$ 150,000.00		\$ 13,252.50	\$ 163,252.50
11/01/2034	\$ 315,000.00	5.70%	\$ -		\$ 8,977.50	\$ 8,977.50
5/01/2035	\$ 315,000.00	5.70%	\$ 155,000.00		\$ 8,977.50	\$ 163,977.50
11/01/2035	\$ 160,000.00	5.70%	\$ -		\$ 4,560.00	\$ 4,560.00
5/01/2036	\$ 160,000.00	5.70%	\$ 160,000.00		\$ 4,560.00	\$ 164,560.00
			\$ 1,630,000.00		\$ 713,070.00	\$ 2,343,070.00

Budget Narrative
Fiscal Year 2024

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 - 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.

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 2024

Comparison of Assessment Rates
Fiscal Year 2024 Budget vs. Fiscal Year 2023 Budget

Neighborhoods	Total Units/Acres	ERU Per Unit	On-Roll ERUs	Off-Roll Units	2024	2023	Percent Change	2024	2023	Percent Change	2024	2023	Percent Change
					O & M Per Unit	O & M Per Unit		Debt Svc Per Unit	Debt Svc Per Unit		Total Per Unit	Total Per Unit	
Condo	246.00	1.00	246.00	-	\$1,650.36	\$1,650.36	0.0%	\$ 422.43	\$ 422.43	0.0%	\$ 2,072.79	\$ 2,072.79	0.0%
Park Villa	116.00	1.00	116.00	-	\$1,650.36	\$1,650.36	0.0%	\$ 422.43	\$ 422.43	0.0%	\$ 2,072.79	\$ 2,072.79	0.0%
Luxury Villa	60.00	1.00	60.00	-	\$1,650.36	\$1,650.36	0.0%	\$ 464.67	\$ 464.67	0.0%	\$ 2,115.03	\$ 2,115.03	0.0%
	422.00		422.00	-									
Commercial	14.16	3.77	53.38	-	\$507.86	\$507.86	0.0%	\$ -	\$ -	0.0%	\$ 507.86	\$ 507.86	0.0%

9B



HERITAGE LAKE PARK

MAINTENANCE: Mow and trim crew

- 1) Mowed common areas
- 2) Trimmed Pool area
- 3) Continued spraying for weeds

PEST CONTROL: No pest control

IRRIGATION:

- 1) No issues to report

LANDSCAPE IMPROVEMENTS: Enhancement crew was out and removed leaning palms and tree located next to the preserve. Crew to complete stump grinding early next week. Crew leader was concerned about damage to the sidewalks and pavers so they will be bringing a different grinder.



HERITAGE LAKE PARK

MAINTENANCE: Mow and trim crew

- 1) Mowed common areas, behind property wall and club house
- 2) Sprayed for weeds
- 3) Edged around common areas, front entrance and clubhouse
- 4) Picked up debris piles
- 5) Weed whacked behind community wall in areas mower could not go

PEST CONTROL: No pest control

IRRIGATION:

- 1) Had Tech out to fix irrigation issues brought to our attention by both Justin and James

2) I spoke to Tech and he said the issue by the front sidewalk is due to the sprinkler head that is being currently used. Will replace

LANDSCAPE IMPROVEMENTS: Spoke to James about things to improve at the front entrance, Clubhouse and surrounding area. Sent pictures to design time so I can submit some enhancement ideas.



9C

9Ci



Work Order
 Work Order Number 00138855
 Created Date 3/21/2023

Account Heritage Lake Park CDD
 Contact Justin Faircloth
 Address 25614 Heritage Lake Blvd
 Punta Gorda, FL 33983

Work Details

Specialist Treated shoreline grass and weeds
 Comments to Customer
 Prepared By Tracy Hutson

Work Order Assets

Asset	Status	Product Work Type
Heritage Lake Park Cdd LAKE ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Lake Park Cdd LAKE ALL	SHORELINE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	LAKE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	ALGAE CONTROL	
Heritage Lake Park Cdd LAKE ALL		



Work Order

Work Order Number 00138855

Created Date 3/21/2023

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 Punta Gorda, FL 33983

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Heritage Lake Park Cdd LAKE ALL	LAKE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	ALGAE CONTROL	

9Cii

Awaiting Proposal

TENTH ORDER OF BUSINESS

10A

HERITAGE LAKE PARK CDD

Massey Litigation Closing Costs Estimate as of March 3, 2023

Vendor Name	Invoice Date	Invoice #	Fund 001
Purchase Price			\$ 1,600,000.00
Tax Certificate No. (Tax Lien)			\$ (292,274.38)
R/E Commission			\$ (96,000.00)
Debt Payoff (Principal)			\$ (222,280.33)
Debt Payoff (Interest)			\$ (6,334.99)*
Community Association			\$ (3,584.00)
IMS Project Billings			\$ (12,093.75)
Persson, Cohen & Mooney	See Report	See Report	\$ (24,328.80)
Persson, Cohen & Mooney	See Report	See Report	(6,463.01)
FedEx	See Report	See Report	(102.35)
Bryant Miller	See Report	See Report	(119,796.25)
Petty Cash - UPS	See Support	See Support	(169.58)
Petty Cash - UPS	See Support	See Support	(291.33)
Petty Cash	See Support	See Support	(105.95)
Petty Cash - FedEx	See Support	See Support	(66.83)
			<u>\$ 816,108.45</u>

*Subject to change. Depends on valuation data 5/1/23.
 All data is subject to final accounting and terms of agreements.