

**Heritage Bay
Community Development District
April 26, 2019**

Agenda Package

Heritage Bay Community Development District

Inframark, Infrastructure Management Services

210 N. University Drive, Suite 702, Coral Springs, Florida 33071

Telephone: 954-603-0033 Fax: 954-345-1292

April 19, 2019

Board of Supervisors
Heritage Bay Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Heritage Bay Community Development District will be held on **Friday, April 26, 2019 at 9:00 a.m.** in the Heritage Bay Clubhouse, 10154 Heritage Bay Boulevard, Naples, Florida. The following is the advance agenda for the meeting:

1. Roll Call
2. Approval of Agenda
3. Public Comments on Agenda Items
4. Engineer's Report
 - A. Project Summary
 - i. Lake Bank Restoration Project Update
 - ii. Q.E. Open Items for Completion
 - B. SE Bridge Quadrant Repair Recommendations
 - i. Bridging Solutions April 12, 2019 Memorandum
 - C. Heritage Bay Stormwater Retention Area
5. Attorney's Report
 - A. 30A/30B Boating Regulations and Indemnification/Right of Use Final
6. Lake & Wetland Management Monthly Inspections and Service Reports
 - A. Project Updates
 - i. Cypress Tree Trimming Status
 - ii. Littoral Plantings Status Lakes 4 & 5
 - B. Lake 30B Sonar Sounding for Illinois Pondweed Proposal
 - C. Lake Bank Palm Tree Recommendations
 - D. Enzymes Treatment
7. Old Business
 - A. Lakes 30A & 30B Aerial Survey Discussion
8. New Business
 - A. Notification to Homeowners of Resumption of Lake Bank Stabilization Projects
 - B. Lake Management Discussion
9. Manager's Report
 - A. Approval of the Minutes of the March 22, 2019 Meeting

- B. Acceptance of Financials
- C. Discussion of Fiscal Year 2020 Proposed Budget
- D. Field Manager's Report
- E. Follow Up Items
 - i. M.R.I. Stormwater Inspection Repairs
 - ii. FY 2019 Erosion Project Update
 - iii. Veranda IV Update
 - iv. Terrace II Update
 - v. FEMA
- 10. Supervisors' Reports, Requests, and Comments
- 11. Chairman's Comment
- 12. Audience Comments
- 13. Adjournment

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

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

Sincerely,
Justin Faircloth
District Manager

Fourth Order of Business

4Bi

Memorandum

April 12, 2019

To: Justin Faircloth, Heritage Bay CDD District Manager

From: Ralph Verrastro, PE, Bridging Solutions

**RE: Heritage Bay Bridge Rip Rap
Inspection and Maintenance Recommendations**

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RALPH VERRASTRO ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC DOCUMENTS.

This memorandum summarizes our April 9, 2019 inspection of the rip rap stones adjacent to the Heritage Bay Bridge over the channel between the main lakes at the entrance to Heritage Bay. It appears that some of the smaller stones placed between the large stones were dislodged and washed away during Hurricane Irma in September of 2017. The gaps due to the missing small stones occurred primarily within the lower 3 rows of the larger stones where the large waves during the hurricane impacted the rip rap installation. The underlying filter fabric material was visible in some areas. It appears the large rip rap stones remained in place with little or no shifting due to the hurricane induced waves.

We recommend installing a combination of #57 stone and 2" to 6" size stones in the gaps between the large stones in all the areas where wash outs occurred. There are a few areas in all 4 quadrants of the bridge and are most prevalent within the bottom 3 rows of stones. A 4" to 6" layer of #57 stones should be placed on top of the filter fabric and then fill up to the top of the large stones using the large stones.

Typical gaps to be filled



There is one stone in the southeast quadrant that requires more attention. See the photo below. We recommend installing 8 to 10 sand cement bags under this stone to provide support. The bags should be packed in tight, punctured and soaked heavily with water during the installation to initiate the curing and consolidation of the bags. Small stones (2" to 6" in size) should be placed on top of the sand cement bags to completely cover them from view.

Stone in SE quadrant to be
supported using sand cement bags.



Fifth Order of Business

5A

Agreement for Right of Use and Indemnification

THIS AGREEMENT FOR RIGHT OF USE AND INDEMNIFICATION (this "Agreement") dated as of _____, 2019, is entered into among THE QUARRY COMMUNITY ASSOCIATION, INC., a Florida not-for profit corporation ("Quarry HOA"), HERITAGE BAY GOLF AND COUNTRY CLUB, INC., a Florida not-for profit corporation ("HB HOA"), HERITAGE BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district existing pursuant to Chapter 190, Florida Statutes ("HB CDD"), and HERITAGE BAY UMBRELLA ASSOCIATION, INC., a Florida not-for profit corporation ("HBUA"). (Quarry HOA, HB HOA, HB CDD and HBUA are sometimes collectively referred to herein individually as a "Party" or collectively as the "Parties".)

WITNESSETH

WHEREAS, Heritage Bay and The Quarry are contiguous residential communities developed on certain lands in Collier County, Florida which jointly benefit from certain property and improvements, including a common pass through Surface Water Management System authorized under a Permit issued by the South Florida Water Management District; and

WHEREAS, the Surface Water Management System includes certain connected lakes that are amenable to recreational use (the "Recreational Lakes"), which lakes are solely owned by either a Quarry entity or a Heritage Bay entity; and

WHEREAS, The Quarry was developed as a boating community; its Declaration (Sec. 4.2) grants Quarry Owners a non-exclusive right to the use and enjoyment of the Quarry Common Areas, which are defined to include The Recreational Lakes; a Quarry Owner may assign such right of use to the members of his or her family, lessees and invitees, subject to applicable rules; Heritage Bay, in contrast, was not developed as a boating community; its Declaration (Sec. 5.7) expressly disallows skiing, boating and swimming in any of the Common Area lakes; and

WHEREAS, since the development of the two communities, The Quarry has used the Heritage Lakes (as defined below) for recreational purposes, including towed watersports, boating, fishing and swimming (subject to certain Rules defined below); and

WHEREAS, the Parties desire to confirm and more clearly state the right of The Quarry to use the Heritage Lakes for recreational purposes, and also desire to provide for indemnification of certain Heritage Bay entities in connection with such recreational use by the following: the Quarry HOA, the owners of real property in The Quarry (the "Quarry Owners"), and the families, lessees, guests and invitees of the Quarry Owners (all of the foregoing including the Quarry HOA and the Quarry Owners are sometimes collectively referred to herein as the "Quarry Users").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is hereby agreed:

1. Preambles: The preambles set forth above are incorporated into this Agreement and are binding with the same force and effect as if set forth in the body of this Agreement.

2. Right of Use:

(a) As used herein, the phrase "Heritage Lakes" shall collectively mean those Heritage Bay lakes owned by HB CDD and commonly known as Heritage Lake (a/k/a Lake 30A) and Boulder Lake (a/k/a Lake 30B). For reference purposes, the westernmost portion of Boulder Lake is owned by Quarry CDD. The boundary line between HB CDD ownership and Quarry CDD ownership is approximately a North/South line extending across Boulder Lake from the boat landing on the north side.

(b) HB CDD hereby recognizes and grants to the Quarry HOA and the Quarry Owners the exclusive right to recreational boating in or on the Heritage Lakes, subject to, and in compliance with, the Rules (as defined below) provided for in the HBUA governing documents as Exhibit G, as amended from time to time in the manner described herein. A Quarry Owner may assign its right of use to the members of his or her family, as well as his or her lessees and invitees, subject to the Rules. No other assignments hereunder shall be permitted. The right of use provided in this Section shall be perpetual. Quarry Users assume all risks of said recreational boating.

(c) The right of use provided in this section shall be subject to the terms of The Quarry Recreational Lakes & Docks Use Regulations, as the same may be amended from time to time (the "Rules"). The original Rules appeared as Exhibit G to that certain Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay recorded in Official Records Book 3968, Page 4031 of the Public Records of Collier County, Florida ("HBUA Declaration"). Such Rules were amended in 2016 and are being further amended in conjunction with the development and execution of this Agreement. All Parties to this Agreement hereby consent to the version of the Rules attached hereto as Exhibit "A". The Rules may be further amended, modified or repealed by the QCA at any time, subject to the limitations set forth herein. To the extent any such amendment, modification or repeal affects the Heritage Lakes or any activity or use in or on the Heritage Lakes, such amendment, modification or repeal may only be made by the QCA after written notice of the proposed amendment, modification or repeal is provided to the HB CDD ("Amendment Notice"), which Amendment Notice shall include a copy of the proposed amendment, modification or repeal. HB CDD shall have forty-five (45) days after the HB CDD's receipt of the Amendment Notice to review and provide comments or input on the proposed amendment, modification or repeal. The QCA shall make reasonable efforts to accommodate comments or input from the HB CDD in its determinations. Notwithstanding the foregoing, any amendment, modification or repeal to the Rules specifically involving the following sections (each, a "Special Amendment Section") : (i) A.1 Hours of operation; (ii) D.2. No Wake Set Back; (iii) H.35 Swimming; and/or (iv) H.12 Noise Restriction, shall require the written approval of the HB CDD to the amendment, modification or repeal. The HB CDD shall respond within forty-five (45) days after receipt of the Amendment Notice of its approval or disapproval of any proposed amendment, modification or repeal to any Special Amendment Section. In the event the HB CDD fails to timely disapprove any amendment, modification or repeal to any

Special Amendment Section, the QCA shall be permitted to proceed with finalizing the amendment, modification or repeal to the Special Amendment Section in the form that was provided to the HB CDD in the Amendment Notice without the HB CDD's approval.

(d) Under Section 8.1 of the HBUA Declaration, each of HBUA, the Quarry HOA and HB HOA have the right to enforce the Rules. This Agreement affords the HB CDD the right to enforce the Rules. The Parties agree, however, that primary responsibility for enforcement shall rest with the Quarry HOA. The Quarry HOA shall make good faith efforts to ensure that lake users comply with Rules including, without limitation, the Rules affecting the interests of the HB CDD, HB HOA and/or Heritage Bay homeowners. If the Quarry HOA does not enforce the Rules, then any other Party to this Agreement upon thirty days' notice to the Quarry HOA shall have the right, but not the obligation, to enforce same.

(e) As a condition of the right of use set forth herein, the Quarry HOA shall have the obligation to install and maintain, at its sole cost and expense, any and all necessary or required "No Wake Speed" zone buoys and signage at appropriate locations consistent with the Rules and applicable law. The Quarry HOA shall specifically place and maintain, at the Quarry HOA's sole cost and expense, "No Wake" signs at both sides of the Heritage Bay Boulevard Bridge in locations reasonably acceptable to the HB CDD.

3. Indemnification and Insurance:

(a) The Quarry HOA hereby agrees to indemnify, defend and hold harmless HB CDD, HB HOA and HBUA, and their supervisors, officers, directors, employees and agents (collectively, the "Indemnified Parties"), from and against any and all liability, cost, expense, verdict, settlement, loss or damage of any kind or nature whatsoever, and from any suits, claims or demands, including legal fees, expert fees, and expenses, whether or not in litigation, arising out of, resulting from, or in any way connected with the recreational use of the Heritage Lakes by the Quarry Users up to applicable insurance limits. Such indemnification shall include, but is not limited to, any and all claims of death, personal injury or property damage asserted against any Indemnified Party whether or not based upon the alleged or actual negligence of such Indemnified Party. Notwithstanding the foregoing, the Quarry HOA shall not be required to indemnify and defend an Indemnified Party for that portion of the damages stated in finding of a court to be caused by the negligence or willful, wanton or intentional misconduct of such Indemnified Party or its, supervisors, officers, directors, employees and agents.

Notwithstanding anything to the contrary herein, as to any Party that is a community development district, the parties acknowledge that nothing in this Agreement will be deemed as a waiver of immunity or limits of liability of any Party to whom it is applicable beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other applicable statute now or hereinafter adopted. Nothing in this Agreement inures to the benefit of any third party for the purpose of allowing

a claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

(b) The Quarry HOA shall procure and shall maintain, at its sole cost and expense, at all times a commercial general liability insurance covering the above indemnification obligation with a combined single limit of at least five million dollars (\$5,000,000.00), insuring against claims for personal injury, death, and/or property damage occasioned by accidents occurring on, in or around the Recreational Lakes and relating to or arising out of the recreational activities of the Quarry Users described herein. Said insurance shall name HB CDD an additional insured on a primary and non-contributory basis. Upon request by HB CDD, the Quarry HOA entity shall provide a Certificate of Insurance confirming such liability coverage.

(c) In the event the Quarry HOA fails to procure, maintain, and keep in force the policy of insurance required by this Section, HB CDD upon no less than sixty (60) days' notice to the Quarry HOA with an opportunity for the Quarry HOA to cure, shall have the right, but not the obligation, to procure such insurance, at such premium, for such risks and by such means as HB CDD chooses, at the Quarry HOA's expense. Such a right shall be in addition to, and not a limitation of, any rights of the Party set forth in Section 5, below. If such insurance is obtained by HB CDD, then the Quarry HOA shall reimburse HB CDD for the cost of such insurance within thirty (30) days after receipt of an invoice from HB CDD.

4. Damage: In the event that the exercise by the Quarry Users of the use rights granted hereby causes or otherwise results in any damage to the Heritage Lakes (or to the property of any Party hereto), including any improvements or landscaping located thereon, then within twenty (20) days after the damaged Party's written notice to the Quarry HOA of such damage, the Quarry HOA shall take all steps necessary, at its sole costs and expense, to repair all of such damage and to return the applicable property to its condition as existed prior to such damage.

5. Recordation: This Agreement shall be recorded in the Public Records of Collier County, Florida and attached as an amendment or by reference to the HBUA governing documents. The HBUA shall be responsible for such recordation and shall bear the cost thereof.

6. Applicable Law: This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law principles. As to any disputes arising hereunder, the parties shall be required to engage in non-binding mediation with a mutually acceptable third-party mediator, who is an attorney licensed in Florida and certified as a Circuit Court Mediator by the Supreme Court of Florida prior to initiating any litigation. The parties shall have fifteen (15) business day to agree upon a mediator. If the parties cannot agree upon a mediator within such fifteen (15) business day period, they shall ask the 20th Judicial Circuit Mediation Program (or any successor program) to nominate a mediator, which nomination shall be deemed acceptable to all parties. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. In the event the mediation is unsuccessful in reaching a resolution, any party may pursue relief in a court of competent jurisdiction. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT

TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING HEREUNDER. Jurisdiction and venue for any proceeding brought hereunder shall lie exclusively in Collier County, Florida, and in no other venue or forum.

7. Invalidity: If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired provided that the primary purpose of this Agreement can be preserved.

8. Prior Agreements: This Agreement supersedes all prior agreements among the Parties with regard to use of the Recreational Lakes.

9. Amendments: Amendments to this Agreement shall require written authorization from all Parties.

10. Execution in Counterparts: This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

11. Authority: Each Party represents to the others that the person signing on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein.

12. Notice: All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. Legal counsel for each Party may deliver notice on behalf of that Party. Any Party or other person to whom notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which notices shall be sent by providing notice in the manner described herein to the other Parties and addressees set forth herein.

If to the Quarry HOA:

The Quarry Community Association, Inc.
8975 Kayak Drive
Naples, FL 34120
Attn.: Board of Directors

If to HB HOA:

Heritage Bay Golf & Country Club, Inc.
10154 Heritage Bay Boulevard
Naples, FL 34120
Attn.: Board of Directors

If to HB CDD:

Heritage Bay Community Development District
c/o Inframark Infrastructure Management Services
Attn: Justin Faircloth

5911 Country Lakes Drive
Fort Myers, FL 33905

With a copy to:

Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
Northern Trust Bank Building
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

If to HBUA:

Heritage Bay Umbrella Association, Inc.
c/o Vision Golf & Association Management
Attn: Heather McPherson
11691 Gateway Blvd. Suite 203
Fort Myers, FL 33913

{Remainder of Page Intentionally Left Blank. Signatures Commence on the Next Page.}

WITNESS/ATTEST

Name: _____

Date: _____

The Quarry Community Association, Inc.

By: _____

Name: _____

Date: _____

Title: _____

WITNESS/ATTEST

Name: _____

Date: _____

Heritage Bay Golf and Country Club, Inc.

By: _____

Name: _____

Date: _____

Title: _____

WITNESS/ATTEST

Name: _____

Date: _____

Heritage Bay Community Development District

By: _____

Name: _____

Date: _____

Title: _____

WITNESS/ATTEST

Name: _____

Date: _____

Heritage Bay Umbrella Association, Inc.

By: _____

Name: _____

Date: _____

Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, the _____ of **The Quarry Community Association, Inc.**, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

 _____ Notary Public
 (Print Name)

My commission expires: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, the _____ of **Heritage Bay Golf & Country Club, Inc.**, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

 _____ Notary Public
 (Print Name)

My commission expires: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, the _____ of **Heritage Bay Community Development District**, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

 (Print Name) Notary Public

My commission expires: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, the _____ of **Heritage Bay Umbrella Association, Inc.**, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

 (Print Name) Notary Public

My commission expires: _____

EXHIBIT "A"

“EXHIBIT A”

THE QUARRY RECREATIONAL LAKES & DOCKS USE REGULATIONS

Homeowners of The Quarry enjoy access to “The Recreational Lakes” through home ownership in The Quarry. In order to provide for the safe and enjoyable use of the Recreational Lakes, the Quarry Community Association has developed the following rules and regulations (“Rules”) concerning use of the Recreational Lakes.

DEFINITIONS

1. **Recreational Lakes** – means collectively Lake 30, and individually referred to as Stone Lake, Heritage Lake (30A) and Boulder Lake (30B).
2. **QCA** – means The Quarry Community Association, Inc. and includes all Homeowners within The Quarry community as well as the Board, its agents, designees, employees, volunteers working on behalf of or at the direction of the Board and its duly appointed Committees.
3. **Rules** – means these Quarry Recreational Lakes & Docks Use Regulations.
4. **Board** – means the QCA Board of Directors or its designee(s).
5. **Common Area** – means any and all real property and improvements owned or held by either Community Association or CDD devoted to the common use or enjoyment of its Members. The Common Property may include without limitation, streets, entry features, lakes, landscaping, signage, buffer areas, conservation areas or other recreational facilities.
6. **Watercraft** - means powered boat.
7. **PWC(s)** – means personal watercraft.
8. **Homeowner(s)** – means an owner of property within the Quarry community.
9. **Guest(s)** – means family members, tenants, renters, lessees, invitees, vendors, or guests of the Homeowner.
10. **FWC** – means Florida Fish and Wildlife Conservation Commission (or any applicable State of Florida successor agency).
11. **Heritage Bay CDD** – means Heritage Bay Community Development District.
12. **Heritage Bay HOA** – means Heritage Bay Homeowners Association, Inc., a Florida not-for-profit corporation.
13. **Heritage Bay UA** – means Heritage Bay Umbrella Association, Inc., a Florida not-for-profit corporation.
14. **Quarry CDD** – means Quarry Community Development District.
15. **USCG** – means the United States Coast Guard.
16. **No Wake Speed** – means moving at the slowest speed possible while still maintaining headway and steerage.

A. Hours of Operation:

1. Watercraft may operate in the Recreational Lakes from one-half (1/2) hour after sunrise to one-half (1/2) hour after sunset. Proper navigational lighting is required on all Watercraft during times of low visibility i.e. rain, fog, darkness, etc. No Wake operation with proper navigational lighting is allowed until 10:00 pm.
2. Each Quarry boat is limited to two hours per day of towing watersports participants. This includes but is not limited to: water skiing, wakeboarding, tubing, kneeboarding, wakesurfing, and barefooting. This limitation applies to all three Recreational Lakes: Stone Lake, Boulder Lake and Heritage Lake.

B. Permitted Watercraft:

Use of the Recreational Lakes for boating is permitted and limited to the following types of Watercraft:

1. Watercraft 26 feet or less in length overall.
2. Canoes, paddleboats, stand-up paddleboards (SUPs), windsurfers, kayaks, sailboats and other non-powered Watercraft.
3. Seaplanes, airboats, houseboats, and parasailing are prohibited on the Recreational Lakes.

C. Regulations for Permitted Watercraft:

The following rules and regulations shall apply to Watercraft which are permitted to operate in the Recreational Lakes:

1. PWCs shall have four stroke cycle engines; all outboards will be four stroke cycle engines or clean running two stroke engines, i.e. Evinrude E- Tec. All other engine exhaust of Watercraft will be through the water or have suitable sound dampening systems to reduce noise levels to an acceptable level.
2. “Dry stack” exhaust systems or above water exhausts are specifically prohibited on all Watercraft.
3. Ballasted Watercraft shall pump out tanks and empty other types of ballast when not towing skiers, riders or surfers.
4. Subject to specific requirements and limitations set forth in these Rules, the maximum permitted speed anywhere on the Recreational Lakes shall be forty (40) mph.

D. Designated Areas, No Wake Speed Areas and Exceptions:

1. The operation of Watercraft shall be disallowed in designated swimming areas as specified by the Board, including beach areas.
2. No Wake Speed must be observed within 150 feet of the shoreline on all Recreational Lakes and inside all inlets, channels, thoroughfares and buoy lines. Proper use of the slalom course is excluded from this requirement.

3. The slalom course on the South side of Boulder Lake (30B) may only be used by tournament water ski towboats approved by USA Water Ski and Wake Sports. The slalom course is for ski use only.
4. Additional Idle Speed and No Wake Speed zones may be established by the Board as necessary to protect swimmers or for other safety reasons.
5. All Watercraft must operate at No Wake Speed around unpowered watercraft and swimmers.
6. Ordinary courtesy and the “rules of the road” for safe boating operation must be followed.

E. Water Quality:

1. No litter, debris or other contaminants may be deposited into the Recreational Lakes.

F. Docks:

1. Specifications for Docks to be constructed for Homeowners who have rights to construct such docks are subject to Modifications Committee approval. All Docks will be constructed by contractors approved by the QCA. All new docks, canopies and covers are subject to Modifications Committee approval.
2. No Watercraft shall be stored or parked on any portion of the Recreational Lakes, except that each Homeowner may moor a Watercraft(s) at his or her private dock. Only a Homeowner’s Watercraft may be stored at the Homeowner’s private dock. A Homeowners renting a slip at the Community Dock shall only use the Homeowner’s designated slip for storing the Homeowner’s owned Watercraft. No boats or trailers may be stored overnight on the street or in a driveway. Any Watercraft moored, parked or stored in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted and in accordance with applicable laws and ordinances may be removed by the QCA (but the QCA shall not be required to do so) at the sole expense of the owner of such Watercraft. The Quarry community shall not be liable to the owner for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such lawful removal. The QCA reserves the right to limit the size of Watercraft moored at the Community Docks.

G. Boat Registration

1. All Watercraft using the Recreational Lakes must be registered with the QCA and must have a Quarry sticker (“Sticker”). Stickers will be issued by the QCA to Homeowners for placement on the port side of the Watercraft owned by Homeowner. In order to obtain a Sticker, the Homeowner must present proof of ownership of a home at The Quarry and a valid, current registration or other proof of ownership of the Watercraft on which the Sticker is to be placed. Sticker will not be issued for Watercraft that are not owned in the name of the actual Homeowner.
2. All owners of Watercraft being used on the Recreational Lakes shall carry adequate hull, fire, theft and liability insurance on their Watercraft with minimum liability limits of \$300,000 per occurrence. Prior to obtaining an annual Sticker, all Watercraft owners shall produce a Certificate of Insurance to be placed on file by the QCA. Homeowners owning Watercraft that have obtained a Sticker without producing a Certificate of Insurance shall have until January 1, 2019, to produce same to the QCA.

3. All owners will submit a picture of their watercraft at time of registration to assist the QCA in ensuring all rules and regulations are followed and help identify watercraft not in compliance with listed rules.

H. Homeowners' Use:

1. Only Watercraft properly registered to a Homeowner and those Watercraft owned and maintained by the QCA or its approved vendors, if any, are allowed on the Recreational Lakes except as provided in paragraph no. 32, below.
2. All USCG regulations concerning safe boating must be followed. USCG Class I, II, or III Life jackets are required to be available on board for all Watercraft occupants. Towed participants must comply with Florida boating laws. Additionally, a USCG type IV throwable PFD and paddle are required on board at all times. It is required a child under the age of six must wear a USCG approved Type I, II, III life jacket while the vessel is underway.
3. Homeowners are solely responsible for the proper mooring of their Watercraft and are required to maintain mooring lines in good condition and sufficiently strong enough to secure their Watercraft at all times. Mooring lines can be temporarily left on the dock while the vessel is in use. Any special mooring rules or procedures issued by the QCA shall be complied with at all times. If a Homeowner does not properly moor his or her Watercraft and the QCA must secure it, The QCA may charge such Homeowner for all costs associated with securing such Watercraft. No Homeowner shall utilize metal mooring chains for mooring of a Watercraft.
4. A Homeowner shall not permit anything to be done or to be kept on or in the Homeowner's Dock or Watercraft which will: (i) increase the insurance rates on the Common Area; (ii) obstruct or interfere with the rights of other Homeowners or the Quarry community; or (iii) annoy other Homeowners by unreasonable noises or otherwise. A Homeowner shall not commit or permit any nuisance, immoral or illegal act in his or her Watercraft, on the Dock, in the Recreational Lakes or on the Common Area.
5. A Homeowner shall display no sign, advertisement or notice of any type (other than that customarily found on recreational watercraft) on the Common Area or in or upon the Homeowner's Dock or Watercraft so as to be visible from the Common Area, another Lot, or any public way, except as may be previously and specifically approved in writing by the QCA. Included in the foregoing prohibition are "For Sale" signs.
6. A Homeowner is permitted to temporarily keep a domestic pet on his or her Watercraft or on his or her Dock. No Homeowner shall board or otherwise permanently keep a domestic pet on a Watercraft or any portion of the Common Area without the prior written permission of the QCA. Such permission in one instance shall not be deemed to constitute blanket permission in any other instance, and any such permission may be revoked at any time in the sole discretion of the QCA. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Watercraft. No pet shall be kept tied on a Watercraft, on a Dock or on the Common Area, unless someone is present in the Watercraft or on the Dock or Common Area. A Homeowner shall immediately pick up and remove any solid waste deposited by his or her pet. The Homeowner shall indemnify the QCA and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Recreational Lakes. If a dog or any other animal becomes obnoxious to other Homeowners by barking or otherwise,

- the Homeowner of the pet must cause the problem to be corrected; or, if it is not corrected, the Homeowner, upon written notice by the QCA, will be required to permanently remove the animal from the Recreational Lakes or Docks. No birds or exotic pets, such as snakes and reptiles, shall be permitted on any portion of the Recreational Lakes. The Board may promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.
7. No clothesline or other similar device shall be allowed in any portion of the Common Area or Docks. Clotheslines in or on a Watercraft shall be concealed from view from all portions of The Quarry Community.
 8. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Docks. This Paragraph shall not apply to the QCA nor shall it apply to electronic devices on Watercraft used exclusively for the Watercraft.
 9. The Private and Community Docks shall be used solely and exclusively for Watercraft mooring. Homeowners and their Guests may fish from Private Docks. Fishing is not allowed from the community docks. Only pleasure and leisure Watercraft, which have been inspected and approved by the QCA and in seaworthy condition, may be moored at the Docks. All operators of Watercraft shall observe the 40 mph speed limit, all other Rules contained herein and all "rules of the road" when on the Recreational Lakes and shall be responsible for the safe speed and handling of Watercraft operating on the Recreational Lakes. The Recreational Lakes maintain "no wake" zones that must be observed at all times.
 10. Watercraft shall at all times comply, and be operated in compliance, with these Rules, other QCA rules and covenants and all applicable city, county, state and Federal laws, rules and regulations pertaining to the operation and storage of Watercraft. By operating a watercraft on the Recreational Lakes each homeowner shall be deemed to automatically agree to release, indemnify and hold harmless the QCA, Heritage Bay HOA, Heritage Bay CDD, Quarry CDD, Heritage Bay UA, their agents, employees and designees from any and all loss, expense or damage incurred through such operation.
 11. During hurricanes and other high velocity wind threats, each Homeowner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, USCG, the QCA or any other applicable agency or the County. If any Homeowner's Watercraft sinks as a result of a storm, or for any other reason, the Homeowner must remove the sunken Watercraft from the Recreational Lakes immediately after the occurrence of such event and, if not so removed within three (3) days after the sinking, QCA may (but shall not be obligated to) remove same and impose a special assessment for the cost of said removal. By operating a Watercraft in the Recreational Lakes, each Homeowner shall be deemed to automatically agree to release, indemnify and hold harmless the QCA, Heritage Bay HOA, Heritage Bay CDD, Quarry CDD, Heritage Bay UA, their agents, employees and designees from any and all loss, expense or damage incurred in connection with the exercise or non-exercise of the QCA rights under this Paragraph 11 including, but not limited to, any expense or damage caused by exercise of its rights with regard to a Watercraft or a Guest of a Homeowner. If a Homeowner plans to be absent during the hurricane season, such Homeowner must: (i) prepare his or her Dock and secure or remove, as appropriate, his or her Watercraft prior to his or her departure in accordance with the standards

- established by the USCG, or any other governmental or quasi-governmental entity having jurisdiction, and/or the QCA (or in the absence thereof, with all due care); and, if his or her Watercraft is not removed, such Homeowner must: (ii) designate a responsible firm or individual to care for his or her Dock and Watercraft or remove his or her Watercraft should there be a hurricane or other storm requiring such removal in accordance with the foregoing, and provide such firm or individual with keys to his or her Watercraft, and furnish the QCA with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the QCA. The Homeowner shall be liable for any and all damages caused to the Common Area, Dock(s), Watercraft(s) or other property of other Homeowners, or Guests of such Homeowner for such Homeowner's (or the Homeowner's Guests) improper preparation or failure of removal, as the case may be, of his or her dock and Watercraft, as applicable, for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the QCA may also levy fines in accordance with the applicable rules and regulations, if any, if the Homeowner or Guests of the Homeowner fails to abide by the provisions of this Paragraph. Notwithstanding the right of the QCA to enforce the foregoing requirements, the QCA shall not be liable to any Homeowner or other person or entity for any damage to persons or property caused by a Homeowner's failure to comply with such requirements.
12. No nuisances shall be allowed in the Recreational Lakes, nor shall any use be allowed which is an unreasonable source of annoyance to other Homeowners or which interferes with the peaceful and proper use of the Docks as a mooring facility. No activity shall be allowed on the Recreational Lakes or Docks which is an unreasonable source of noise, including but not limited to, loud generators, televisions, sound systems, and radios.
 13. No improper, offensive, hazardous or unlawful use shall be made of the Recreational Lakes or Docks or any part thereof, and all laws, zoning ordinances and regulations of all governmental or quasi-governmental authorities having jurisdiction thereof shall be observed.
 14. No Homeowner shall erect or maintain any fence or other barrier, or other structure or improvement on any portion of the Recreational Lakes, excluding approved docks and canopies. No Homeowner shall keep or store any gear or equipment or other items on a Dock, except enclosed in a "dock storage box". The size and style of such Dock Storage Box must be approved by the QCA. Each Dock is permitted to have two (2) Dock Storage Boxes. Without limiting the generality of the foregoing, this restriction shall not apply to steps or ladders attached to the edge of docks in order to board Watercraft, provided such steps and ladders do not interfere with the use by other Homeowners of their Docks. Notwithstanding the foregoing, no flammable, combustible or explosive fluids, chemicals or substances (other than fuel and oil in a Watercraft's engine system) shall be kept in any dock storage box or within the Recreational Lakes or Docks; provided, however, that solvents and cleaning substances may be kept in dock storage boxes, if stored in a safe manner and in accordance with applicable fire codes and insurance requirements. Homeowners with private docks that have electrical power are responsible for ensuring that the dock is properly grounded.
 15. No open fires shall be permitted on any Watercraft, dock, or anywhere within the Recreational Lakes, except in marina-safe grills.
 16. No fish or other marine life of any kind shall be removed from the Recreational Lakes except invasive species as defined by FWC. The dumping of fish remains on the Recreational Lakes or into the waters of or adjacent to the Recreational Lakes is strictly prohibited. Fishing in the

Recreational Lakes is on a “catch and release” basis only, except invasive species as defined by FWC and enforced by the QCA. All tackle, lines, or lures must be removed from the fish and the fish is to be returned to the water. Anyone fishing must be licensed to do so as may be required by the State of Florida.

17. The QCA shall have the right to inspect any Watercraft in the Recreational Lakes to determine its seaworthiness, appearance, cleanliness and compliance with the Rules and all applicable city, county, USCG, state and federal fire, safety and other regulations. The QCA shall have the right (but shall not be required) to remove any Watercraft from the Recreational Lakes which fails to comply with said regulations. Each Homeowner shall automatically be deemed to agree to, indemnify and hold harmless the QCA, its agents, employees and designees from and against any and all loss, expense damage incurred in connection with the exercise or non-exercise of the QCA’s rights hereunder.
18. Only the QCA, Heritage Bay HOA, Quarry CDD, Heritage Bay CDD, and Heritage Bay UA may conduct any dredging or scuba operations within the Recreational Lakes; provided, however, that no dredging work shall be undertaken without the prior written consent of the owner of the applicable lake bottom to be dredged. Recreational scuba diving is not allowed.
19. No improvement of any kind other than approved docks and canopies shall be erected, placed or altered on the Recreational Lakes by a Homeowner including, but not limited to, any water areas therein. Any change in the appearance of any piling, pier or bulkhead or other structure or improvements, shall be accomplished only by the QCA or with approval of the QCA Modifications Committee. The Board shall have the power to promulgate additional rules and regulations in such regard as it deems necessary to carry out the provisions and intent of these Rules.
20. Each Homeowner shall regularly pick up all garbage, trash, refuse, rubbish or oil around his or her Dock and no garbage, refuse, trash or rubbish shall be deposited except in trash cans as permitted by the QCA.
21. The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited within the Recreational Lakes and Docks; however, this provision shall not prohibit the proper handling, storage and transportation of petroleum products used by a Homeowner in connection with the operation of his or her Watercraft. The QCA shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material within the Recreational Lakes and Docks. Each Homeowner who uses a Watercraft on the Recreational Lakes shall ensure that any bilge water pumped into the waters of the Recreational Lakes does not contain any petroleum or other hazardous or toxic materials. For purposes of this Paragraph, hazardous or toxic materials shall be defined by Federal, Florida or common law. Each such Homeowner shall indemnify, defend and hold harmless the QCA, Heritage Bay HOA, Quarry CDD, Heritage Bay CDD, and Heritage Bay UA from and against any damages, claims and liability resulting from or arising out of the violation of any of the requirements of this Paragraph by such Homeowner. All expenses incurred by the QCA in connection with compliance with all environmental and related laws shall be a common expense, subject to the foregoing indemnification.
22. Each Watercraft must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. No Watercraft shall be deemed to be in compliance with this Paragraph if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements.

- The QCA shall have the right to board a Watercraft upon reasonable notice to inspect same for compliance with this Paragraph. In no event whatsoever may the owner of a Watercraft discharge untreated sewage or any other substance (other than the bilge water) into the waters of the Recreational Lakes. Specifically prohibited shall be any discharges of oils or greases associated with engine and hydraulic repairs, and the discharge and release of metal-based bottom paints associated with hull scraping, cleaning and painting.
23. No children under the age of twelve (12) years of age are allowed to drive Watercraft on the Recreational Lakes unless accompanied by an adult. No person under 14 years of age may operate a personal watercraft (such as Jet Ski or Wave Runner) on the Recreational Lakes.
 24. No boarding of Watercraft within the Recreational Lakes is permitted without the permission of the owner thereof except as provided herein or in case of emergency in which case the QCA can board the Watercraft.
 25. Water levels in the channels leading into the Recreational Lakes may decline significantly at certain times. Homeowners and Guests assume all risks created by such fluctuations in water levels.
 26. Each Homeowner shall file with the QCA information, as deemed necessary by the Board, on personnel attending to the Watercraft. Each Homeowner is responsible and liable for acts and omissions of such persons and shall cause any such persons violating these Rules to be removed from and prohibited from returning to The Quarry community.
 27. The QCA shall not be liable for loss of or damage to any property left or stored by a Homeowner or its lessees and invitees on a watercraft or a dock, nor property of any other persons on the Watercraft or the Recreational Lakes. All Homeowners, their lessees and invitees of a Watercraft shall be deemed to automatically agree to indemnify and hold harmless the QCA, its agents, employees and designees from and against any and all loss, expense or damage incurred in connection with any such claims.
 28. Maintenance or repair activities requiring removal of a Watercraft from the water or removal of any major portions of the Watercraft, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited, except where removal is necessitated by emergency conditions which have resulted or can result in the sinking of a Watercraft. Minor repairs and Watercraft maintenance such as cleaning above the gunnel line and limited bright work, shall be permitted so long as it is performed in a manner that minimizes any disturbance to other Homeowners and their Watercraft, and cannot cause or contribute to the release of water pollutants. Major repairs shall be conducted off site. The QCA decision shall be final as to what constitutes a “major” or “minor” repair.
 29. Each Homeowner whether jointly owned or otherwise shall be limited to one (1) Sailboat and up to four (4) of the following: Canoes, Paddleboats, SUPs, Windsurfers, Kayaks, and other non-powered watercraft. Docks are limited to mooring one watercraft and two PWCs at any one time. Docks may store up to four (4) non-powered watercraft at any one time. There shall be no limitations on Watercraft or PWCs a homeowner may own, at this time, however limits on watercraft moored at any one time are as above. Additional non-powered watercraft beyond these limits must be approved by the QCA. Further restrictions on Watercraft shall be at the discretion of the QCA.

30. Each Homeowner shall be held responsible for the actions of his or her Guests. Each Homeowner is responsible for notifying their Guests of these Rules. Violations of these Rules by Guests shall be the sole responsibility of the Homeowner.
31. Grilling or barbecuing shall be only permitted in those areas designated by the Board.
32. Only Homeowners may use the Recreational Lakes unsupervised. Guests must be supervised at all times by the Homeowner. Unsupervised Guests may not operate Watercraft on the Recreational Lakes; provided, however, tenants, renters or lessees (under a lease of no less than one year) and a Homeowner's immediate family member who is 12 years of age or older may operate Watercraft without Homeowner present provided it is properly stickered and insured. Homeowners may have a reasonable number of Guests not to exceed the capacity plate on the vessel with them while they are using the Recreational Lakes.
33. Only Watercraft titled to and owned by Homeowners are allowed on the Recreational Lakes except as provided in the previous paragraph.
34. Fishing from watercraft in the Recreational Lakes is only permitted outside the swimming and ski areas. Homeowners and Guests are permitted to fish off their private dock. Fishing is not allowed from the community docks. Fishing is on a catch and release basis only, except for invasive species as defined by the Board. Anyone fishing must be licensed to do so as may be required by the State of Florida.
35. Except as provided herein, swimming in the Recreational Lakes is permitted in the designated beach area(s) and in the Recreational Lakes so long as it does not conflict with towed watersports, fishing, or other use of the Recreational Lakes. Swimming is not permitted within 100 feet of the shoreline of any Recreational Lake, with the exception of the designated beach area(s) and off private docks.
36. Haul outs or launching of Watercraft and PWCs will only be made from the designated launch/ramp area.
37. Watercraft shall not be anchored in the Recreational Lakes overnight, but may be moored to Docks overnight.
38. Watercraft shall not be used as overnight accommodations.
39. There shall not be any commercial use of the Recreational Lakes including but not limited to ski school, wakeboard school, wakesurf school, lessons, pulls for hire, training centers, independent fishing guides, or any activities for profit. Homeowners are allowed to have a coach or guide on premise so long as Homeowner's Watercraft is used and no compensation is involved.

I. Leasing of Dock Space and Boat Storage Area:

1. Community Docks and boat storage spaces will be available through the Annual Lease Program established by the QCA, which Program may be modified at any time at the discretion of the Board.
2. Community Dock and boat storage spaces will be leased on a "first come first served" basis.
3. A certain number of dock spaces at the Beach Club Marina will be reserved for daily use.

4. The Board shall set the rental rates for all Community Docks and boat storage spaces, which may be changed at the discretion of the Board and may vary depending on the location of the Community Dock.
5. Watercraft, PWCs and/or trailers in the boat storage area must be owned by the Homeowner renting the space.
6. No Watercraft, PWCs and/or trailers may be stored overnight in the boat landing parking area without permission from the Quarry Manager's office. An approval form must be displayed.
7. Watercraft, PWCs and/or trailers stored in the boat storage area must have a Sticker affixed to them.

J. Special Events on the Recreational Lakes

1. All events deviating from these Rules shall submit a written application to the QCA. If a special event is requested on Heritage and/or Boulder Lakes, then approval from the Heritage Bay CDD will also be required—The QCA will forward requests to Heritage Bay CDD in such instances.

K. Invasive Species/Boat cleaning

1. All boats coming from another body of water shall have their hull power washed, live well and ballast tanks flushed and emptied prior to launching. Water and power will be available at the boat launch area.

L. Enforcement

1. Any violation of these Rules or any unsafe boating practices may result in termination of the privilege to use the Recreational Lakes by the Homeowner, or Guests. Due to the exposure it creates for the QCA and its homeowners, any violations regarding commercial use of the Recreational Lakes will be treated as a Fourth Offense, *see* H.39. The procedure for enforcing the rest of these Rules shall be as follows:

a. First Offense (1st Notice)

When the QCA becomes aware of noncompliance of a rule or regulation by a Homeowner or Guest, it shall send a letter or email to the Homeowner advising of the rule which he or the Guest has been accused of violating and warning that strict compliance with these Rules will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

b. Second Offense (2nd Notice)

If a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the QCA, after verifying the violation, may authorize a fine to be levied upon the Homeowner. The fine for a second offense may not exceed the maximum amount permitted. Notice of a second violation shall be sent to the Homeowner by letter or email.

c. Third Offense (3rd Notice)

If a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Homeowner may be charged a fine and/or have their lake usage rights suspended following a determination in accordance with the procedures set forth in these Rules.

d. Fourth Offense

For repeated offenses or in any case where the QCA deems it appropriate, the QCA may suspend or ban the Homeowner from lake usage and the QCA may seek injunctive relief through court action. In addition, a fine may be levied as established by the QCA on the basis of each day of a continuing violation, with a single notice and opportunity for hearing.

e. Exemptions

Any Homeowner may appear before the Board to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

2. Before levying a fine against a Homeowner for failure to abide by any provision of The Quarry community bylaws, covenants, or these Rules, the QCA shall:
 - a. Afford the Homeowner, against whom the fine is sought to be levied, an opportunity for hearing before a committee of other Homeowners designated by the QCA ("Fines Committee") after reasonable notice of not less than fourteen (14) days. Said notice shall include:
 - 1) A statement of the date, time and place of the hearing;
 - 2) A statement of the provisions of the Quarry community bylaws, covenants or these Rules which have allegedly been violated; and
 - 3) A short and plain statement of the matters asserted by the QCA.
 - b. Provide an opportunity to the Homeowner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Fines Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Fines Committee. If the Fines Committee does not agree with the fine, the fine may not be levied.

These Rules may be modified, added to or repealed at any time by the QCA Board, but only with the prior review and input from the Heritage Bay CDD as outlined in the Right of Use and Indemnification Agreement entered into by and amongst the QCA, Heritage Bay HOA, Heritage Bay CDD, and Heritage Bay UA.

Sixth Order of Business



MARCH INSPECTION REPORT

March 25, 2019

Mr. Justin Faircloth
Heritage Bay Community Development District
c/o Inframark Management Services
5911 Country Lakes Drive
Fort Myers, Florida 33905

Justin.faircloth@inframark.com
(239) 245-7118 Office
(239) 245-7120 Fax

Description

Below observations were noted on Friday 3/22/19.

- Lake 1 - Algae (very low density)
- Lake 2 - No Issues
- Lake 3 - No Issues
- Lake 4 - New Chara growth observed - will treat on next visit
- Lake 5 - Pondweed observed - need boat to treat on next visit
- Lake 6 - Pondweed, Chara and Hydrilla all observed - will treat all on next visit
- Lake 7 - No Issues
- Lake 8 - No issues
- Lake 9 - Pondweed (low-medium density) - treated w/ Fluridone 3/22/19
- Lake 10 - Pondweed (low- medium density)
- Lake 11 - No Issues
- Lake 12 - Pondweed and Hydrilla (low density) - treated w/ Fluridone 3/22/19
- Lake 13 - Torpedo grass (low density)
- Lake 14 - Pondweed (low density) - treated w/ Fluridone 3/4/19
- Lake 15 - Pondweed and Hydrilla (low density) - treated w/ Fluridone 3/4/19
- Lake 16 - Pondweed and Hydrilla (low density) - treated w/ Fluridone 3/4/19
- Lake 17 - No Issues
- Lake 18 - No Issues
- Lake 19 - Pondweed, Chara, Hydrilla and Planktonic algae - all treated 3/16/19 w/
Aquathol, Nautique and Cidekick
- Lake 20 - Pondweed (low density) - need to be treated w/ boat on next visit
- Lake 21 - Pondweed (low density) - treated w/ Fluridone 3/4/19
- Lake 22 - No Issues
- Lake 23 - No Issues
- Lake 24 - No Issues
- Lake 25 - Pondweed, Hydrilla and Algae (low density) - all treated 3/22/19 w/
Fluridone
- Lake 26 - Pondweed (low density) - treated with Fluridone on 3/22/19
- Lake 27 - No Issues
- Lake 28 - No Issues
- Lake 29 - No Issues
- Lake 30A - Grasses treated on the South and East sides 3/22/19
- Lake 30B - Grasses treated at the East side of the lake.

In summary, all lakes are in good condition. All lakes with areas of concern are listed above and will be treated as soon as possible. The canal at 30B is currently very low. No water flowing from 30B to the canal.
Please let us know of any issues observed.



Gonzalo Ayres
Lake and Wetland Management – West Coast, Inc.
Gonzalo.Ayres@Lakeandwetland.com
(239) 580-8711 cell



Lake Management - Wetland & Preserve Maintenance
Erosion Restoration - Mosquito & Midge Larvae Control
Algae & Aquatic Weed Control - Native Planting
Water Testing & Analysis - Fountains & Aerators

SERVICE & INSPECTION REPORT

Customer: HERITAGE Bay Account #: 1125 Date: 03/16/19
 Technician: MICHAEL HINES Territory: NAPLES
 Weather Conditions: SUNNY

LAKE MANAGEMENT

- ☐ ALGAE CONTROL
☐ GRASSES & EMERGENTS
☒ SUBMERSED AQUATICS
☒ FLOATING PLANTS
☐ INSPECTION
☐ DEBRIS

Lake(s) #: _____
 Lake(s) #: _____
 Lake(s) #: 19, 30-A, 30-B
 Lake(s) #: _____
 Lake(s) #: _____
 Lake(s) #: _____

Water Test Results (Combined Average)

Temperature _____ °F
 Dissolved Oxygen _____ ppm
 pH reading _____
 Water Clarity _____
 Water Level _____

☐ HIGH ☐ AVERAGE ☐ LOW
☐ HIGH ☐ AVERAGE ☐ LOW
☐ ACID ☐ NEUTRAL ☐ BASE
☐ GOOD ☐ FAIR ☐ POOR
☐ HIGH ☐ AVERAGE ☐ LOW

LITTORAL SHELF

- ☐ SHORELINE GRASSES & EMERGENTS
☐ FLOATING PLANTS
☐ INVASIVE / EXOTIC SPECIES

SHELVES #: _____
☐ HERBICIDE TREATMENT ☐ DEBRIS REMOVAL
☐ MANUAL REMOVAL
☐ INSPECTION

UPLAND / WETLAND PRESERVE

- ☐ INVASIVE / EXOTIC SPECIES
☐ GRASSES
☐ VINES

PRESERVE(S) #: _____
☐ HERBICIDE TREATMENT ☐ DEBRIS REMOVAL
☐ MANUAL REMOVAL
☐ INSPECTION

MOSQUITO / MIDGE LARVAE CONTROL

- ☐ INSECTICIDE TREATMENT

LAKE(S) #: _____
☐ INSPECTION

Comments: LAKE TREATED FOR PONDWEED, HYDRILLA, RANTUNIA, CHARA, PLEASE
GROW 7-10 DAYS FOR BEST RESULTS

FISH & WILDLIFE OBSERVATIONS

FISH: ☐ Bass ☐ Bream ☐ Catfish ☐ Grass carp ☐ Tilapia ☐ Mosquitofish ☐ Shad
 BIRDS: ☐ Raptor ☐ Duck ☐ Wood Stork ☐ Shorebird ☐ Wading bird ☐ Songbird ☐ Vulture
 REPTILES: ☐ Alligator ☐ Snake ☐ Turtle ☐ Tortoise ☐ Lizard ☐ AMPHIBIANS ☐ INSECTS

INVASIVE / EXOTIC PLANTS NOTED

☐ Brazilian pepper ☐ Melaleuca ☐ Pennywort ☐ Bischofia ☐ Earleaf Acacia ☐ Australian pine ☐ Shoebutton ☐ Sedge
☐ Climbing Fern ☐ Air potato ☐ Torpedograss ☐ Azolla ☐ Salvinia ☐ Downy rose myrtle ☐ Java plum ☐ Floating Hearts
☐ Lantana ☐ Hydrilla ☐ Hygrophilia ☐ Water Lettuce ☐ Water hyacinth ☐ Cattail ☐ Primrose ☐ Alligatorweed

NATIVE PLANTS NOTED

☐ Cypress ☐ Wax Myrtle ☐ FL Pine ☐ Red Maple ☐ Waterlily ☐ Mangrove ☐ Pond Apple ☐ Oak
☐ Cocoplum ☐ Bulrush ☐ Blue flag iris ☐ Strangler fig ☐ Arrowhead ☐ Pickerelweed ☐ Thalia ☐ Palms
☐ Golden Canna ☐ Spikerush ☐ Buttonbush ☐ Eelgrass ☐ Cordgrass ☐ Fakahatcheegrass ☐ Spatterdock ☐ Ferns
☐ Baby tears ☐ Naiad ☐ Chara ☐ Duckweed ☐ Bladderwort ☐ Pondweed ☐ Slender spikerush ☐ Bacopa

Other species noted / comments: _____



Lake Management - Wetland & Preserve Maintenance
 Erosion Restoration - Mosquito & Midge Larvae Control
 Algae & Aquatic Weed Control - Native Planting
 Water Testing & Analysis - Fountains & Aerators

SERVICE & INSPECTION REPORT

Customer: HERITAGE BAY Account #: 1525 Date: 03/22/19
 Technician: MIQUEL RYOS Territory: NAPLES
 Weather Conditions: SUNNY / WINDY

LAKE MANAGEMENT

- ☐ ALGAE CONTROL
☒ GRASSES & EMERGENTS
☒ SUBMERSED AQUATICS
☐ FLOATING PLANTS
☒ INSPECTION
☐ DEBRIS

Lake(s) #:

Lake(s) #: 30-A 30-BLake(s) #: 9, 12, 25, 26

Lake(s) #:

Lake(s) #: ALL LAKES

Lake(s) #:

Water Test Results (Combined Average)

Temperature _____ °F
 Dissolved Oxygen _____ ppm
 pH reading _____
 Water Clarity _____
 Water Level _____

☐ HIGH ☐ AVERAGE ☐ LOW
☐ HIGH ☐ AVERAGE ☐ LOW
☐ ACID ☐ NEUTRAL ☐ BASE
☐ GOOD ☐ FAIR ☐ POOR
☐ HIGH ☐ AVERAGE ☐ LOW

LITTORAL SHELF

- ☐ SHORELINE GRASSES & EMERGENTS
☐ FLOATING PLANTS
☐ INVASIVE / EXOTIC SPECIES

SHELVES #: _____
☐ HERBICIDE TREATMENT ☐ DEBRIS REMOVAL
☐ MANUAL REMOVAL
☐ INSPECTION

UPLAND / WETLAND PRESERVE

- ☐ INVASIVE / EXOTIC SPECIES
☐ GRASSES
☐ VINES

PRESERVE(S) #: _____
☐ HERBICIDE TREATMENT ☐ DEBRIS REMOVAL
☐ MANUAL REMOVAL
☐ INSPECTION

MOSQUITO / MIDGE LARVAE CONTROL

- ☐ INSECTICIDE TREATMENT

LAKE(S) #: _____
☐ INSPECTION

Comments: LAKES TREATED FOR PONDWEED, HYDRILLA, GRASSES, PLEASE
ALLOW 7-10 DAYS FOR BEST RESULTS.

FISH & WILDLIFE OBSERVATIONS

FISH: ☐ Bass ☐ Bream ☐ Catfish ☐ Grass carp ☐ Tilapia ☐ Mosquitofish ☐ Shad
 BIRDS: ☐ Raptor ☐ Duck ☐ Wood Stork ☐ Shorebird ☐ Wading bird ☐ Songbird ☐ Vulture
 REPTILES: ☐ Alligator ☐ Snake ☐ Turtle ☐ Tortoise ☐ Lizard ☐ AMPHIBIANS ☐ INSECTS

INVASIVE / EXOTIC PLANTS NOTED

☐ Brazilian pepper ☐ Melaleuca ☐ Pennywort ☐ Bischofia ☐ Earleaf Acacia ☐ Australian pine ☐ Shoebutton ☐ Sedge
☐ Climbing Fern ☐ Air potato ☐ Torpedograss ☐ Azolla ☐ Salvinia ☐ Downy rose myrtle ☐ Java plum ☐ Floating Hearts
☐ Lantana ☐ Hydrilla ☐ Hygrophila ☐ Water Lettuce ☐ Water hyacinth ☐ Cattail ☐ Primrose ☐ Alligatorweed

NATIVE PLANTS NOTED

☐ Cypress ☐ Wax Myrtle ☐ FL Pine ☐ Red Maple ☐ Waterlily ☐ Mangrove ☐ Pond Apple ☐ Oak
☐ Cocoplum ☐ Bulrush ☐ Blue flag iris ☐ Strangler fig ☐ Arrowhead ☐ Pickerelweed ☐ Thalia ☐ Palms
☐ Golden Canna ☐ Spikerush ☐ Buttonbush ☐ Eelgrass ☐ Cordgrass ☐ Fakahatcheegrass ☐ Spatterdock ☐ Ferns
☐ Baby tears ☐ Naiad ☐ Chara ☐ Duckweed ☐ Bladderwort ☐ Pondweed ☐ Slender spikerush ☐ Bacopa

Other species noted / comments: _____



Lake Management - Wetland & Preserve Maintenance
 Erosion Restoration - Mosquito & Midge Larvae Control
 Algae & Aquatic Weed Control - Native Planting
 Water Testing & Analysis - Fountains & Aerators

SERVICE & INSPECTION REPORT

Customer: Heritage Bay Account #: _____ Date: 03-30-19
 Technician: Hugo Territory: maples
 Weather Conditions: Sunny

LAKE MANAGEMENT

- ☐ ALGAE CONTROL Lake(s) #: _____
☐ GRASSES & EMERGENTS Lake(s) #: _____
☐ SUBMERSED AQUATICS Lake(s) #: _____
☐ FLOATING PLANTS Lake(s) #: _____
☐ INSPECTION Lake(s) #: _____
☐ DEBRIS Lake(s) #: _____

Water Test Results (Combined Average)

Temperature _____ °F
 Dissolved Oxygen _____ ppm
 pH reading _____
 Water Clarity _____
 Water Level _____

- ☐ HIGH ☐ AVERAGE ☐ LOW
☐ HIGH ☐ AVERAGE ☐ LOW
☐ ACID ☐ NEUTRAL ☐ BASE
☐ GOOD ☐ FAIR ☐ POOR
☐ HIGH ☐ AVERAGE ☐ LOW

LITTORAL SHELF

- ☐ SHORELINE GRASSES & EMERGENTS
☐ FLOATING PLANTS
☐ INVASIVE / EXOTIC SPECIES

- SHELVES #: _____
☐ HERBICIDE TREATMENT ☐ DEBRIS REMOVAL
☐ MANUAL REMOVAL
☐ INSPECTION

UPLAND / WETLAND PRESERVE

- ☐ INVASIVE / EXOTIC SPECIES
☐ GRASSES
☐ VINES

- PRESERVE(S) #: _____
☐ HERBICIDE TREATMENT ☐ DEBRIS REMOVAL
☐ MANUAL REMOVAL
☐ INSPECTION

MOSQUITO / MIDGE LARVAE CONTROL

- ☐ INSECTICIDE TREATMENT

- LAKE(S) #: _____
☐ INSPECTION

Comments: tree trimming at
lakes 1, 2, 3 and 12

FISH & WILDLIFE OBSERVATIONS

- FISH: ☐ Bass ☐ Bream ☐ Catfish ☐ Grass carp ☐ Tilapia ☐ Mosquitofish ☐ Shad
 BIRDS: ☐ Raptor ☐ Duck ☐ Wood Stork ☐ Shorebird ☐ Wading bird ☐ Songbird ☐ Vulture
 REPTILES: ☐ Alligator ☐ Snake ☐ Turtle ☐ Tortoise ☐ Lizard ☐ AMPHIBIANS ☐ INSECTS

INVASIVE / EXOTIC PLANTS NOTED

- ☐ Brazilian pepper ☐ Melaleuca ☐ Pennywort ☐ Bischofia ☐ Earleaf Acacia ☐ Australian pine ☐ Shoebuttton ☐ Sedge
☐ Climbing Fern ☐ Air potato ☐ Torpedograss ☐ Azolla ☐ Salvinia ☐ Downy rose myrtle ☐ Java plum ☐ Floating Hearts
☐ Lantana ☐ Hydrilla ☐ Hygrophilia ☐ Water Lettuce ☐ Water hyacinth ☐ Cattail ☐ Primrose ☐ Alligatorweed

NATIVE PLANTS NOTED

- ☐ Cypress ☐ Wax Myrtle ☐ FL Pine ☐ Red Maple ☐ Waterlily ☐ Mangrove ☐ Pond Apple ☐ Oak
☐ Cocoplum ☐ Bulrush ☐ Blue flag iris ☐ Strangler fig ☐ Arrowhead ☐ Pickerelweed ☐ Thalia ☐ Palms
☐ Golden Canna ☐ Spikerush ☐ Buttonbush ☐ Eelgrass ☐ Cordgrass ☐ Fakahatcheegrass ☐ Spatterdock ☐ Ferns
☐ Baby tears ☐ Naiad ☐ Chara ☐ Duckweed ☐ Bladderwort ☐ Pondweed ☐ Slender spikerush ☐ Bacopa

Other species noted / comments: _____



Lake Management - Wetland & Preserve Maintenance
 Erosion Restoration - Mosquito & Midge Larvae Control
 Algae & Aquatic Weed Control - Native Planting
 Water Testing & Analysis - Fountains & Aerators

SERVICE & INSPECTION REPORT

Customer: Heritage Bay Account #: 1525 Date: 04/02/19
 Technician: Miguel Ayres Territory: Naples
 Weather Conditions: SUNNY

LAKE MANAGEMENT

- ☐ ALGAE CONTROL
☐ GRASSES & EMERGENTS
☒ SUBMERSED AQUATICS
☐ FLOATING PLANTS
☐ INSPECTION
☐ DEBRIS

Lake(s) #: _____
 Lake(s) #: _____
 Lake(s) #: 5, 6, 10
 Lake(s) #: _____
 Lake(s) #: ALL LAKES
 Lake(s) #: _____

Water Test Results (Combined Average)

Temperature _____ °F
 Dissolved Oxygen _____ ppm
 pH reading _____
 Water Clarity _____
 Water Level _____

☐ HIGH ☐ AVERAGE ☐ LOW
☐ HIGH ☐ AVERAGE ☐ LOW
☐ ACID ☐ NEUTRAL ☐ BASE
☐ GOOD ☐ FAIR ☐ POOR
☐ HIGH ☐ AVERAGE ☐ LOW

LITTORAL SHELF

- ☐ SHORELINE GRASSES & EMERGENTS
☐ FLOATING PLANTS
☐ INVASIVE / EXOTIC SPECIES

SHELVES #: _____
☐ HERBICIDE TREATMENT ☐ DEBRIS REMOVAL
☐ MANUAL REMOVAL
☐ INSPECTION

UPLAND / WETLAND PRESERVE

- ☐ INVASIVE / EXOTIC SPECIES
☐ GRASSES
☐ VINES

PRESERVE(S) #: _____
☐ HERBICIDE TREATMENT ☐ DEBRIS REMOVAL
☐ MANUAL REMOVAL
☐ INSPECTION

MOSQUITO / MIDGE LARVAE CONTROL

- ☐ INSECTICIDE TREATMENT

LAKE(S) #: _____
☐ INSPECTION

Comments: LAKES TREATED FOR PONDWEED, HYDRILLA, CHARA, NAIAD, PLEASE
ALLOW 10-15 DAYS FOR BEST RESULTS.

FISH & WILDLIFE OBSERVATIONS

FISH: ☐ Bass ☐ Bream ☐ Catfish ☐ Grass carp ☐ Tilapia ☐ Mosquitofish ☐ Shad
 BIRDS: ☐ Raptor ☐ Duck ☐ Wood Stork ☐ Shorebird ☐ Wading bird ☐ Songbird ☐ Vulture
 REPTILES: ☐ Alligator ☐ Snake ☐ Turtle ☐ Tortoise ☐ Lizard ☐ AMPHIBIANS ☐ INSECTS

INVASIVE / EXOTIC PLANTS NOTED

☐ Brazilian pepper ☐ Melaleuca ☐ Pennywort ☐ Bischofia ☐ Earleaf Acacia ☐ Australian pine ☐ Shoebutton ☐ Sedge
☐ Climbing Fern ☐ Air potato ☐ Torpedograss ☐ Azolla ☐ Salvinia ☐ Downy rose myrtle ☐ Java plum ☐ Floating Hearts
☐ Lantana ☐ Hydrilla ☐ Hygrophilia ☐ Water Lettuce ☐ Water hyacinth ☐ Cattail ☐ Primrose ☐ Alligatorweed

NATIVE PLANTS NOTED

☐ Cypress ☐ Wax Myrtle ☐ FL Pine ☐ Red Maple ☐ Waterlily ☐ Mangrove ☐ Pond Apple ☐ Oak
☐ Cocoplum ☐ Bulrush ☐ Blue flag iris ☐ Strangler fig ☐ Arrowhead ☐ Pickerelweed ☐ Thalia ☐ Palms
☐ Golden Canna ☐ Spikerush ☐ Buttonbush ☐ Eelgrass ☐ Cordgrass ☐ Fakahatcheegrass ☐ Spatterdock ☐ Ferns
☐ Baby tears ☐ Naiad ☐ Chara ☐ Duckweed ☐ Bladderwort ☐ Pondweed ☐ Slender spikerush ☐ Bacopa

Other species noted / comments: _____



Lake Management - Wetland & Preserve Maintenance
Erosion Restoration - Mosquito & Midge Larvae Control
Algae & Aquatic Weed Control - Native Planting
Water Testing & Analysis - Fountains & Aerators

SERVICE & INSPECTION REPORT

Customer: HERITAGE BOY Account #: 1525 Date: 04/11/19
Technician: MICHAEL NILES Territory: NAPLES
Weather Conditions: SUNNY

LAKE MANAGEMENT

- ☐ ALGAE CONTROL
☒ GRASSES & EMERGENTS
☐ SUBMERSED AQUATICS
☐ FLOATING PLANTS
☒ INSPECTION
☐ DEBRIS

Lake(s) #: 28
Lake(s) #: 29
Lake(s) #: ALL LAKES
Lake(s) #: ALL LAKES

Water Test Results (Combined Average)

Temperature _____ °F
Dissolved Oxygen _____ ppm
pH reading _____
Water Clarity _____
Water Level _____

- | | | |
|-------------------------------|----------------------------------|-------------------------------|
| <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |
| <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |
| <input type="checkbox"/> ACID | <input type="checkbox"/> NEUTRAL | <input type="checkbox"/> BASE |
| <input type="checkbox"/> GOOD | <input type="checkbox"/> FAIR | <input type="checkbox"/> POOR |
| <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |

LITTORAL SHELF

- ☐ SHORELINE GRASSES & EMERGENTS
☐ FLOATING PLANTS
☐ INVASIVE / EXOTIC SPECIES

SHELVES #: _____
☐ HERBICIDE TREATMENT
☐ MANUAL REMOVAL
☐ DEBRIS REMOVAL
☐ INSPECTION

UPLAND / WETLAND PRESERVE

- ☐ INVASIVE / EXOTIC SPECIES
☐ GRASSES
☐ VINES

PRESERVE(S) #: _____
☐ HERBICIDE TREATMENT
☐ MANUAL REMOVAL
☐ DEBRIS REMOVAL
☐ INSPECTION

MOSQUITO / MIDGE LARVAE CONTROL

- ☐ INSECTICIDE TREATMENT

LAKE(S) #: _____
☐ INSPECTION

Comments: LAKES TREATED FOR ALGAE, GRASSES & EMERGENTS, PLEASE
ALLOW 7-10 DAYS FOR BEST RESULTS.

FISH & WILDLIFE OBSERVATIONS

FISH: ☐ Bass ☐ Bream ☐ Catfish ☐ Grass carp ☐ Tilapia ☐ Mosquitofish ☐ Shad
BIRDS: ☐ Raptor ☐ Duck ☐ Wood Stork ☐ Shorebird ☐ Wading bird ☐ Songbird ☐ Vulture
REPTILES: ☐ Alligator ☐ Snake ☐ Turtle ☐ Tortoise ☐ Lizard ☐ AMPHIBIANS ☐ INSECTS

INVASIVE / EXOTIC PLANTS NOTED

☐ Brazilian pepper ☐ Melaleuca ☐ Pennywort ☐ Bischofia ☐ Earleaf Acacia ☐ Australian pine ☐ Shoebuttton ☐ Sedge
☐ Climbing Fern ☐ Air potato ☐ Torpedograss ☐ Azolla ☐ Salvinia ☐ Downy rose myrtle ☐ Java plum ☐ Floating Hearts
☐ Lantana ☐ Hydrilla ☐ Hygrophilia ☐ Water Lettuce ☐ Water hyacinth ☐ Cattail ☐ Primrose ☐ Alligatorweed

NATIVE PLANTS NOTED

☐ Cypress ☐ Wax Myrtle ☐ FL Pine ☐ Red Maple ☐ Waterlily ☐ Mangrove ☐ Pond Apple ☐ Oak
☐ Cocoplum ☐ Bulrush ☐ Blue flag iris ☐ Strangler fig ☐ Arrowhead ☐ Pickerelweed ☐ Thalia ☐ Palms
☐ Golden Canna ☐ Spikerush ☐ Buttonbush ☐ Eelgrass ☐ Cordgrass ☐ Fakahatcheegrass ☐ Spatterdock ☐ Ferns
☐ Baby tears ☐ Naiad ☐ Chara ☐ Duckweed ☐ Bladderwort ☐ Pondweed ☐ Slender spikerush ☐ Bacopa

Other species noted / comments: _____

6B.



SPECIAL SERVICE AGREEMENT

This agreement is made between LAKE AND WETLAND MANAGEMENT, INC. (LWMI) and CUSTOMER:

April 18, 2019

Mr. Justin Faircloth
Heritage Bay Community Development District
c/o Inframark Management Services
5911 Country Lakes Drive
Fort Myers, Florida 33905

Justin.faircloth@inframark.com
(239) 245-7118 Office
(239) 245-7120 Fax

Both Heritage Bay CDD (**CUSTOMER**) and *Lake and Wetland Management (LWM)* agree to these terms and conditions for Special Service Agreement:

Description

Bathymetric survey completed for lake **30B** located in Heritage Bay CDD.

Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83 (2011). Vertical data will be in feet and shall be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).

LWM SCIENTIST shall:

1. Establish two control points to provide the horizontal and vertical data.
2. Collect horizontal and vertical data of the existing ground within the lake from the top of the bank to the opposite top of bank on an approximate 50-foot grid and significant grade breaks. The water elevation shall be established at the time of survey.
3. Provide an exhibit of the 3 layer bathymetric survey in PDF format.

Investment Schedule

LWM shall perform the **bathymetric survey service** stated above on a one-time basis for the sum total of **\$1,750.00**.

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **LWM** for the consequences of such services.
2. **LWM** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days.
6. If **LWM** is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **LWM**.
7. **LWM** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Gonzalo Ayres

Gonzalo Ayres
Lake and Wetland Management, Inc.

Authorized signature
Heritage Bay CDD

Date

6C.



SPECIAL SERVICE AGREEMENT

This Agreement is made between *Lake and Wetland Management – West Coast, Inc.* and:

April 17, 2019

Mr. Justin Faircloth
Heritage Bay Community Development District
c/o Inframark Management Services
5911 Country Lakes Drive
Fort Myers, Florida 33905

Justin.faircloth@inframark.com
(239) 245-7118 Office
(239) 245-7120 Fax

Both Heritage Bay CDD (**CUSTOMER**) and *Lake and Wetland Management (LWM)* agree to these terms and conditions for Special Service Agreement:

Description

One-Time Palm Removal

LWM ground crew will remove all marked palms located on the lake banks throughout the community. All debris will be disposed of at an off-site location.

Daily Rate: \$1,500.00
Estimated Days: 3-4
Dump Fee: \$800.00

Customer will be billed for actual days used to complete project.

Estimated total: \$5,300.00 - \$6,800.00

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **LWM** for the consequences of such services.

2. **LWM** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.

3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days.
6. If **LWM** is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **LWM**.
7. **LWM** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Gonzalo Ayres

Gonzalo Ayres
Lake and Wetland Management, Inc.

Authorized signature
Heritage Bay CDD

Date

6D.



SPECIAL SERVICE AGREEMENT

This agreement is made between LAKE AND WETLAND MANAGEMENT, INC. (LWMI) and CUSTOMER:

April 17, 2019

Mr. Justin Faircloth

Heritage Bay Community Development District

c/o Inframark Management Services

5911 Country Lakes Drive

Fort Myers, Florida 33905

Justin.faircloth@inframark.com

(239) 245-7118 Office

(239) 245-7120 Fax

Both Heritage Bay CDD (**CUSTOMER**) and *Lake and Wetland Management (LWM)* agree to these terms and conditions for Special Service Agreement:

Description of Service

A. Lake 28– BioPro bacteria treatment

LWM will apply an initial shock treatment using BioPro's "BioShock" combined with the "BioBag".. This shock treatment consists of a heavy treatment of the combined products followed by much lower dosage of the "BioBag" on a monthly basis.

	<u>Shock Treatment</u>	<u>Maintenance</u>
➤ Lake 28 (.78 acres) –	20 pounds each \$700.00 one time	6.5 pounds / month \$115.00 per month

B. Lake 29 – BioBlock bacteria treatment

LWM will perform specialized monthly treatments over the course of three months to lake 29 using bio blocks. This will act as a test treatment plan. Each block is encapsulated with microbes and bacteria that are not present in the water body. The microbes and bacterium will eat the muck layer on the bottom of the pond, which will help to control the odor and algae. Based on the lake acreage, the application rate is listed below:

➤ Lake 29 (1.02 acres) –	1 block per treatment \$75.00 per month
--------------------------	--

Investment Schedule

A-1. LWM agrees to perform the initial **BioShock treatment service** stated above on a **one-time** basis for the total sum of **\$700.00** one time.

A-2. LWM agrees to include the monthly **BioBag treatment service** on stated above on a **monthly** basis for the total added sum of **\$115.00** per month.

Lake and Wetland Management – West Coast, Inc.

(239) 313-6947 Office • (239) 313-6950 Fax • office@lakeandwetland.com • www.lakeandwetland.com

- B.** LWM agrees to perform the initial **BioBlock treatment service** stated above on a **monthly** basis over the course of 3 months for the total sum of **\$75.00** per month.

3 month bacteria treatment test plan = \$1,270.00 total investment

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **LWM** for the consequences of such services.
2. **LWM** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. The proposal is valid for 30 days.
6. If **LWM** is required to enroll in any third-party compliance programs, invoicing or payment plans that asses fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **LWM**.
7. **LWM** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense and will provide updated certificates to the customer each year before the commencement of work.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Gonzalo Ayres

Gonzalo Ayres
Lake and Wetland Management, Inc. Orlando-Tampa

Authorized signature Date
Heritage Bay CDD

Ninth Order of Business

9A.

DRAFT
MINUTES OF MEETING
HERITAGE BAY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Heritage Bay Community Development District was held on Friday, March 22, 2019 at 9:00 a.m. in the Heritage Bay Clubhouse, 10154 Heritage Bay Boulevard, Naples, Florida.

Present and constituting a quorum were:

Edwin Hubbard	Chairman
John May	Vice Chairman
Jack Arcurie	Assistant Secretary
Dennis Gagne	Assistant Secretary
Donna Hunter	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Gonzalo Ayres	Lake & Wetland Management
Laura Severance	Heritage Bay Umbrella Association
Timothy Cantwell	Quarry CDD
Lloyd Schliep	Quarry CDD

The following is a summary of the actions taken at the March 22, 2019 Heritage Bay Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Faircloth called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Approval of Agenda

Additional documents for agenda items were distributed.

- Add Project Management Discussion under 9E.iii

<p>On MOTION by Mr. May seconded by Mr. Gagne with all in favor the agenda was approved as amended.</p>

March 22, 2019

Heritage Bay CDD

THIRD ORDER OF BUSINESS

Public Comments on Agenda Items

There not being any, the next item followed.

FOURTH ORDER OF BUSINESS

Engineer's Report

A. Project Summary

i. Lake Bank Restoration Project Update

- Q.E. has agreed to be on site and begin construction by May 1, 2019.
- The Board requested that Q.E. complete the outstanding projects in the following order: 30B Outfall; North Bank of Lake 20; and the East Bank of Lake 30A.

ii. As-Built Findings

- Additional documentation was received and is under review by CPH with no deficiencies found to date.
- Waiting for additional pipe detail.

iii. Q.E. Open Items for Completion

- Staff provided an update on open items in need of completion.
- M.R.I. stormwater inspection report was provided to the Board.
- Q.E. has expressed their desire to clean out structures 231, 233, & 308 and provide video evidence that the structures have been cleaned.
- The Board decided not to withhold any retainage on Phase 1 for these items. A final invoice will be requested for Phase 1 subject to the Engineer's final approval of the work completed.

B. Heritage Bay Stormwater Retention Area

- Mr. Hubbard provided an update on pre-treatments and water flow.
- Concern was voiced with regard to the Club being allowed to remove the control structure north of lake 19.

C. SE Bridge Quadrant Repair Recommendations

- The District Engineer has inspected the area and believes grout needs to be pumped in to protect the bank from further shifting. He will meet with Q.E. to discuss this item.
- Funding was discussed.

FIFTH ORDER OF BUSINESS

Attorney's Report

A. 30A/30B Boating Regulations and Indemnification/Right of Use Update

- Mr. Hubbard gave an update on the current status of the regulations.

March 22, 2019

Heritage Bay CDD

- Ms. Severance reviewed the documents.
- Discussion ensued.

SIXTH ORDER OF BUSINESS

**Lake & Wetland Management
Monthly Inspections and Service
Reports**

- The February Lake & Wetland Inspection and Service Reports were reviewed.
- Detail of inspection reports was discussed. The Board expects six reports per month for Lakes 1-29 and two reports per month for Lakes 30A and 30B.

A. Contract Status for Proposed Additional Work for Lakes 30A & 30B

- The amendment to the L&W Contract was discussed.

On MOTION by Mr. May seconded by Mr. Arcurie with all in favor the Amendment to the Lake & Wetland Management Lake Maintenance Agreement with the additional monthly maintenance fee of \$1,000 for Lakes 30A and 30B was approved.

B. Cypress Tree Trimming Status

- Majority of the Cypress trees have been trimmed; completion is expected next week.

SEVENTH ORDER OF BUSINESS

Old Business

A. Lakes 30A & 30B Aerial Survey Discussion

- The aerial bid survey proposals for Lakes 30A & 30B were discussed.
- The record will reflect Mr. Ayres joined the meeting.*
- Further discussion ensued.
- The Board requested CPH provide a proposal to include infrared or sounding options along with the procedure of how the evaluation will take place for the aerial survey.

SIXTH ORDER OF BUSINESS

**Lake & Wetland Management
Monthly Inspections and Service
Reports (continued)**

C. Littoral Plantings Proposal for Lakes 4 & 5

March 22, 2019

Heritage Bay CDD

On MOTION by Mr. Hubbard seconded by Mr. Gagne with all in favor the Lake & Wetland Contract Special Service Agreement for littoral plantings on the side of Lakes 4 & 5 as identified in the proposal dated March 22, 2019 in the amount of \$1,111.50 was approved.

D. Lake Bank Palm Tree Recommendations

- The Board requested Lake & Wetlands identify/mark palms that should be removed from the lake banks and provide a report for the next meeting.
- Discussion ensued with regard to monthly maintenance and Mr. Ayres noted it is his intention to treat through the rainy season with granular Sonar.
- The Board requested Lake & Wetland pick a lake to treat with enzymes at no cost to the Board as a test and include this information in the monthly report to the Board for the next meeting.
- The Board requested a proposal from Lake & Wetland to complete a sonar sounding for Illinois Pondweed in Lake 30B.

The record will reflect Mr. Ayres left the meeting.

SEVENTH ORDER OF BUSINESS

Old Business (continued)

B. Status of Lake Bank Repairs – Terraces 1 & 2

- Copeland Southern revised proposal submitted to HOA management firm; waiting to receive funds prior to proceeding with repairs.

C. Status of Outfall Improvements Installation for Terrace 2

- Mr. Hubbard noted that they are going to work in conjunction with Copeland doing the lake bank repair and installing outfall piping from each of the ends of the two buildings and run them into the lake per the CDD's request and stormwater guidelines.

D. Update on Ongoing Discussions with Terrace Presidents

- Mr. Hubbard provided an update.

E. Communication to Residents – 2018 Heritage Bay Water Quality Monitoring Report

- Communication was distributed to the Residents.

March 22, 2019

Heritage Bay CDD

EIGHTH ORDER OF BUSINESS**New Business****A. FY 2019 Erosion Project Proposals**

- Proposals from Lake & Wetland and Copeland Southern Enterprises were reviewed.
- Discussion ensued.

Mr. Hubbard MOVED to take out Lake 19, hole 27; do the work for the flume; add additional footage on Lake 10 Pine 2 to extend up to green area; include a not to exceed \$6,000 for a tee #6 repair that the Club is going to be doing for an estimated total of \$92,525 and Mr. Gagne seconded the motion.

- Available funding for the project was reviewed.
- A grant from FEMA has been obligated for the \$50,490 spent on the initial Hurricane Irma repairs in the amount of \$44,179.19. An additional grant claim is still in process with FEMA.
- Lake discussion ensued.

The record will reflect Mr. May left the meeting.

The record will reflect the meeting reconvened in the Board room.

A. FY 2019 Erosion Project Proposals (continued)

- The prior motion was discussed.

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

The record will reflect Mr. May rejoined the meeting.

- Mr. May was in agreement with the prior motion.

Mr. Hubbard MOVED to approve proposal for the outfall improvements for Veranda #4, Building 103-106; and to authorize the Chair to present the quote in the amount of \$7,275 to the President of the Association and suggest they use Copeland Southern to do the work at the same time the lake bank repairs are done, and Mr. Arcurie seconded the motion.

March 22, 2019

Heritage Bay CDD

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The prior motion was discussed

On VOICE vote with all in favor the prior motion to approve the proposal from Copeland Southern not to exceed \$110,325 including an additional not to exceed amount of \$6,000 for tee box repairs on Lake 7 in conjunction with the Golf course was approved.

- The cost for the repairs for the West Bank of Lake 19 should be taken from Construction Account as this bank was damaged during Hurricane Irma.
- Lake 6, 200 feet of lake bank erosion in the amount of \$7,725 was discussed.

Mr. Hubbard MOVED to authorize the Chair to speak with the President of Veranda #4 to recommend installation of gutters on the back of the building and bear the cost of the outfall improvements; the CDD will pay for the cost of lake bank repair and Mr. Arcurie seconded the motion.

The prior motion was discussed.

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

On MOTION by Mr. Hubbard seconded by Mr. May with all in favor to utilize Copeland Southern for the stated amount of \$37,575 to perform the lake bank repair of Lake #19 utilizing project funds from the Construction Account was approved.

On MOTION by Mr. Hubbard seconded by Mr. May with all in favor the Copeland Southern proposal for S.E. Side of Lake 19 flume installation in the amount of \$13,775; requesting a discount due to authorizing them to do all the work was approved.

March 22, 2019

Heritage Bay CDD

229 **B. Stormwater Management Rules and Policies**

- 230 • The policies were reviewed.

231 **C. Status of Outfall Improvements Installation Verandas 2**

- 232 • Currently being installed.

233 **D. Status of Verandas 4 Installation of Gutters/Downspouts/Outfall**
234 **Improvements**

- 235 • Previously discussed.

236 **E. Revised Audit Engagement Letter**

- 237 • Refunding of the bond caused an increase in preparation of the fiscal year 2018
238 audit.

239

240 On MOTION by Mr. Gagne seconded by Mr. May with all
241 in favor the Grau & Associates Revised Audit Engagement
242 Letter was approved.

243

244

245 **NINTH ORDER OF BUSINESS**

Manager's Report

246 **A. Approval of the Minutes of the February 14, 2019 Meeting**

247 Mr. Faircloth stated each Board member received a copy of the February 14, 2019
248 meeting and requested any additions, corrections or deletions.

249

250 On MOTION by Mr. May seconded by Mr. Gagne with all
251 in favor the minutes of the February 14, 2019 meeting were
252 approved.

253

254

255 **B. Acceptance of Financials**

- 256 • The financials for the period ending February 28, 2019 were reviewed.

257

258 On MOTION by Mr. May seconded by Ms. Hunter with all
259 in favor the February 28, 2019 financials were accepted.

260

261

262 **C. Discussion of Fiscal Year 2020 Proposed Budget**

- 263 • The proposed Fiscal Year 2020 budget was reviewed.

264 ➤ FY 2019 audit fee will be changed to \$5,900.

265 ➤ Increase Legal to \$10,000

March 22, 2019

Heritage Bay CDD

266 ➤ Lakes and Ponds – R&M-Lake Erosion will need to be decreased to offset the
267 increase.

268 • Approval of Tentative Budget is scheduled for June 6, 2019; and Budget
269 Adoption at Public Hearing on September 5, 2019.

270 **D. Field Manager's Report**

271 • The Field Management Report for site inspection conducted on March 11, 2019
272 was reviewed.

273 **E. Follow Up Items**

274 • Staff provided an update on follow up items.

275 **i. M.R.I. Stormwater Inspection Repairs**

276 **ii. FEMA**

277 • An update was previously provided.

278 • CPH project management follow up was addressed. District Manager will follow
279 up with CPH on concerns and expectations of the Board.

280 **iii. Project Management Discussion**

281 • Project Management outside of normal scope was addressed. Moving forward a
282 fee of \$125 per hour will be applied for additional large projects as project
283 coordinator. The Board had no objection.

284

285 **TENTH ORDER OF BUSINESS**

**Supervisors' Reports, Requests
and Comments**

286 • Mr. May commented on the recent Master Association meeting.

288

289 **ELEVENTH ORDER OF BUSINESS**

Chairman's Comment

290 • Chairman Hubbard commented on scheduling a meeting on April 26, 2019.

291

292 On MOTION by Mr. May seconded by Ms. Hunter with all
293 in favor a Board of Supervisor meeting was scheduled for
294 Friday, April 26, 2019 at 9:00 a.m.

295

296

297 **TWELFTH ORDER OF BUSINESS**

Audience Comments

298 There not being any, the next item followed.

299

300

March 22, 2019

Heritage Bay CDD

301 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**
 302

303 On MOTION by Mr. Arcurie seconded by Ms. Hunter with
 304 all in favor the meeting was adjourned.

305
 306
 307
 308

309 _____
 310 Justin Faircloth
 Secretary

Edwin Hubbard
 Chairman

9B.

HERITAGE BAY
Community Development District

Financial Report

March 31, 2019

(Unaudited)

Prepared by



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HERITAGE BAY
Community Development District

Financial Statements

(Unaudited)

March 31, 2019

Balance Sheet

March 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	2018 SERIES DEBT SERVICE FUND	2018 SERIES CONSTRUCTION & ACQUISITION FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 89,392	\$ -	\$ -	\$ 89,392
Due From Other Funds	-	79,356	-	79,356
Investments:				
Money Market Account	644,673	-	-	644,673
Construction Fund	-	-	777,860	777,860
Interest Fund (A-2)	-	13,724	-	13,724
Prepayment Account	-	5,642	-	5,642
Reserve Fund	-	390,617	-	390,617
Revenue Fund	-	1,591,979	-	1,591,979
Prepaid Items	46,234	-	-	46,234
TOTAL ASSETS	\$ 780,299	\$ 2,081,318	\$ 777,860	\$ 3,639,477
LIABILITIES				
Accounts Payable	\$ 5,715	\$ -	\$ -	\$ 5,715
Due To Other Funds	79,356	-	-	79,356
TOTAL LIABILITIES	85,071	-	-	85,071
FUND BALANCES				
Nonspendable:				
Prepaid Items	46,234	-	-	46,234
Restricted for:				
Debt Service	-	2,081,318	-	2,081,318
Capital Projects	-	-	777,860	777,860
Assigned to:				
Operating Reserves	95,041	-	-	95,041
Reserves - Erosion Control	14,687	-	-	14,687
Reserves - Lakes	93,750	-	-	93,750
Reserves - Loan	4,750	-	-	4,750
Reserves - Stormwater System	18,455	-	-	18,455
Unassigned:	422,311	-	-	422,311
TOTAL FUND BALANCES	\$ 695,228	\$ 2,081,318	\$ 777,860	\$ 3,554,406
TOTAL LIABILITIES & FUND BALANCES	\$ 780,299	\$ 2,081,318	\$ 777,860	\$ 3,639,477

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 400	\$ 200	\$ 2,807	\$ 2,607
Interest - Tax Collector	-	-	782	782
Special Assmnts- Tax Collector	355,190	348,819	345,292	(3,527)
Specials Assmnts – Lakes 30A & 30B	60,923	59,890	59,225	(665)
Special Assmnts- Reserves	31,250	30,720	30,379	(341)
Special Assmnts- Discounts	(17,895)	(17,591)	(16,428)	1,163
TOTAL REVENUES	429,868	422,038	422,057	19
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	12,000	6,000	4,000	2,000
FICA Taxes	918	459	306	153
ProfServ-Dissemination Agent	1,500	750	750	-
ProfServ-Engineering	14,000	7,000	1,925	5,075
ProfServ-Legal Services	10,000	5,000	2,714	2,286
ProfServ-Mgmt Consulting Serv	44,972	22,486	22,486	-
ProfServ-Property Appraiser	6,710	6,710	6,710	-
ProfServ-Special Assessment	6,200	6,200	6,200	-
ProfServ-Web Site Maintenance	1,000	500	500	-
Auditing Services	3,914	-	-	-
Postage and Freight	2,500	1,250	400	850
Insurance - General Liability	15,389	15,389	7,750	7,639
Printing and Binding	1,339	669	747	(78)
Legal Advertising	3,700	1,850	746	1,104
Misc-Bank Charges	100	-	1	(1)
Misc-Assessmnt Collection Cost	8,948	8,795	8,369	426
Misc-Web Hosting	900	450	1,612	(1,162)
Office Supplies	100	-	-	-
Annual District Filing Fee	175	175	175	-
Total Administration	134,365	83,683	65,391	18,292

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>				
ProfServ-Field Management	12,688	6,344	8,344	(2,000)
R&M-Contingency	198	99	-	99
Total Field	<u>12,886</u>	<u>6,443</u>	<u>8,344</u>	<u>(1,901)</u>
<u>Lakes and Ponds</u>				
Contracts-Lake and Wetland	71,200	35,600	33,600	2,000
Contracts-Water Analysis	9,861	4,931	-	4,931
Contracts-Water Quality	27,700	27,700	19,450	8,250
Contracts-Lakes 30A & 30B	12,000	6,000	6,000	-
Contract-Sediment Testing	6,675	6,675	6,675	-
R&M-Aquascaping	8,500	4,250	-	4,250
R&M-Stormwater System	4,000	3,000	3,000	-
R&M-Lake Erosion	84,713	42,357	-	42,357
R&M-Contingency	8,263	4,131	4,250	(119)
Reserve - Lakes	31,250	31,250	-	31,250
Reserve-Stormwater System	18,455	18,455	-	18,455
Total Lakes and Ponds	<u>282,617</u>	<u>184,349</u>	<u>72,975</u>	<u>111,374</u>
TOTAL EXPENDITURES	429,868	274,475	146,710	127,765
Excess (deficiency) of revenues Over (under) expenditures	-	147,563	275,347	127,784
Net change in fund balance	\$ -	\$ 147,563	\$ 275,347	\$ 127,784
FUND BALANCE, BEGINNING (OCT 1, 2018)	419,881	419,881	419,881	
FUND BALANCE, ENDING	<u>\$ 419,881</u>	<u>\$ 567,444</u>	<u>\$ 695,228</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 6,725	\$ 6,725
Special Assmnts- Tax Collector	1,689,155	1,658,855	1,642,082	(16,773)
Special Assmnts- Discounts	(67,566)	(66,354)	(62,029)	4,325
TOTAL REVENUES	1,621,589	1,592,501	1,586,778	(5,723)
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Arbitrage Rebate	600	-	-	-
ProfServ-Property Appraiser	25,337	25,337	19,629	5,708
ProfServ-Trustee Fees	5,157	-	-	-
Misc-Assessmnt Collection Cost	33,783	33,177	31,601	1,576
Total Administration	64,877	58,514	51,230	7,284
Principal Debt Retirement	990,000	-	-	-
Interest Expense	597,305	298,653	309,061	(10,408)
Total Debt Service	1,587,305	298,653	309,061	(10,408)
TOTAL EXPENDITURES	1,652,182	357,167	360,291	(3,124)
Excess (deficiency) of revenues Over (under) expenditures	(30,593)	1,235,334	1,226,487	(8,847)
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	-	26,398	26,398
Contribution to (Use of) Fund Balance	(30,593)	-	-	-
TOTAL FINANCING SOURCES (USES)	(30,593)	-	26,398	26,398
Net change in fund balance	\$ (30,593)	\$ 1,235,334	\$ 1,252,885	\$ 17,551
FUND BALANCE, BEGINNING (OCT 1, 2018)	828,433	828,433	828,433	
FUND BALANCE, ENDING	\$ 797,840	\$ 2,063,767	\$ 2,081,318	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 8,093	\$ 8,093
TOTAL REVENUES	-	-	8,093	8,093
Construction in Progress	-	-	178,325	(178,325)
Total Construction In Progress	-	-	178,325	(178,325)
TOTAL EXPENDITURES	-	-	178,325	(178,325)
Excess (deficiency) of revenues Over (under) expenditures	-	-	(170,232)	(170,232)
Net change in fund balance	\$ -	\$ -	\$ (170,232)	\$ (170,232)
FUND BALANCE, BEGINNING (OCT 1, 2018)	-	-	948,092	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 777,860	

HERITAGE BAY
Community Development District

Supporting Schedules

March 31, 2019

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2019

														TOTAL				
Acct No.	Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Actual Thru 3/31/2019	Projected Next 6 Mths	FY2019 Total	Adopted Budget	% of Budget
Revenues																		
361001	Interest - Investments	\$ 278	\$ 413	\$ 324	\$ 425	\$ 624	\$ 741	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 2,807	\$ 200	\$ 3,007	\$ 400	752%
361006	Interest - Tax Collector	-	-	-	782	-	-	-	-	-	-	-	-	782	-	782	-	0%
363010	Special Assmnts- Tax Collector	-	309,086	(6,202)	26,431	8,094	7,884	6,371	-	-	-	-	-	345,292	6,371	351,663	355,190	99%
363018	Specials Assmnts – Lakes 30A & 30B	-	35,011	16,940	4,533	1,388	1,352	1,033	-	-	-	-	-	59,225	1,033	60,258	60,923	99%
363023	Special Assmnts- Reserves	-	23,341	3,307	2,325	712	694	530	-	-	-	-	-	30,379	530	30,909	31,250	99%
363090	Special Assmnts- Discounts	-	(14,744)	(502)	(948)	(182)	(51)	(304)	-	-	-	-	-	(16,428)	(304)	(16,732)	(17,895)	94%
Total Revenues		278	353,107	13,867	33,548	10,636	10,620	7,663	33	33	33	33	33	422,057	7,830	429,887	429,868	100%
Expenditures																		
Administrative																		
511001	P/R-Board of Supervisors	1,000	-	1,000	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	4,000	6,000	10,000	12,000	83%
521001	FICA Taxes	77	-	77	-	77	77	77	77	77	77	77	77	306	459	765	918	83%
531012	ProfServ-Dissemination Agent	-	250	125	125	125	125	125	125	125	125	125	125	750	750	1,500	1,500	100%
531013	ProfServ-Engineering	346	1,130	-	450	-	-	1,167	1,167	1,167	1,167	1,167	1,167	1,925	7,000	8,925	14,000	64%
531023	ProfServ-Legal Services	2,096	(335)	309	644	-	-	833	833	833	833	833	833	2,714	5,000	7,714	10,000	77%
531027	ProfServ-Mgmt Consulting Serv	3,748	3,748	3,748	3,748	3,748	3,748	3,748	3,748	3,748	3,748	3,748	3,748	22,486	22,486	44,972	44,972	100%
531035	ProfServ-Property Appraiser	6,710	-	-	-	-	-	-	-	-	-	-	-	6,710	-	6,710	6,710	100%
531038	ProfServ-Special Assessment	-	-	6,200	-	-	-	-	-	-	-	-	-	6,200	-	6,200	6,200	100%
531094	ProfServ-Web Site Maintenance	83	83	83	83	83	83	83	83	83	83	83	83	500	500	1,000	1,000	100%
532002	Auditing Services	-	-	-	-	-	-	2,500	-	1,414	-	-	-	-	3,914	3,914	3,914	100%
541006	Postage and Freight	72	6	36	7	41	238	208	208	208	208	208	208	400	1,250	1,650	2,500	66%
545002	Insurance - General Liability	7,750	-	-	-	-	-	-	-	-	-	-	-	7,750	-	7,750	15,389	50%
547001	Printing and Binding	217	46	300	183	-	-	112	112	112	112	112	112	747	670	1,417	1,339	106%
548002	Legal Advertising	343	-	203	-	-	200	308	308	308	308	308	308	746	1,850	2,596	3,700	70%
549009	Misc-Bank Charges	-	-	-	1	-	-	-	-	-	-	-	100	1	100	101	100	101%
549070	Misc-Assessmnt Collection Cost	-	7,054	271	647	200	198	153	-	-	-	-	-	8,369	153	8,522	8,948	95%
549915	Misc-Web Hosting	1,612	-	-	-	-	-	75	75	75	75	75	75	1,612	450	2,062	900	229%
551002	Office Supplies	-	-	-	-	-	-	-	-	-	-	-	100	-	100	100	100	100%
554007	Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	-	175	175	100%
Total Administrative		24,229	11,982	12,352	5,888	5,274	5,669	10,389	7,736	9,150	7,736	7,736	7,936	65,391	50,682	116,073	134,365	86%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2019

														TOTAL				
Acct No.	Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Actual Thru 3/31/2019	Projected Next 6 Mths	FY2019 Total	Adopted Budget	% of Budget
<u>Field</u>																		
531016	ProfServ-Field Management	1,057	1,057	1,057	1,057	3,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	8,344	6,344	14,688	12,688	116%
546335	R&M-Contingency	-	-	-	-	-	-	17	17	17	17	17	17	-	99	99	198	50%
	Total Field	1,057	1,057	1,057	1,057	3,057	1,057	1,074	1,074	1,074	1,074	1,074	1,074	8,344	6,443	14,787	12,886	115%
<u>Lakes and Ponds</u>																		
534021	Contracts-Lake and Wetland	5,600	5,600	5,600	5,600	5,600	5,600	5,933	5,933	5,933	5,933	5,933	5,933	33,600	35,600	69,200	71,200	97%
534046	Contracts-Water Analysis	-	-	-	-	-	-	822	822	822	822	822	822	-	4,931	4,931	9,861	50%
534048	Contracts-Water Quality	-	19,450	-	-	-	-	-	-	-	-	-	-	19,450	-	19,450	27,700	70%
534166	Contracts-Lakes 30A & 30B	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	6,000	6,000	12,000	12,000	100%
534167	Contract-Sediment Testing	-	-	6,675	-	-	-	-	-	-	-	-	-	6,675	-	6,675	6,675	100%
546006	R&M-Aquascaping	-	-	-	-	-	-	-	-	-	-	-	-	-	4,250	4,250	8,500	50%
546090	R&M-Stormwater System	-	-	3,000	-	-	-	-	-	-	-	-	-	3,000	1,000	4,000	4,000	100%
546132	R&M-Lake Erosion	-	-	-	-	-	-	7,059	7,059	7,059	7,059	7,059	7,059	-	42,356	42,356	84,713	50%
546335	R&M-Contingency	-	-	-	4,250	-	-	-	-	-	-	-	-	4,250	4,132	8,382	8,263	101%
563003	Impr - Lake Bank Restoration	-	4,250	-	(4,250)	-	-	-	-	-	-	-	-	-	-	-	-	0%
568102	Reserve - Lakes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31,250	0%
568169	Reserve-Stormwater System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18,455	0%
	Total Lakes and Ponds	6,600	30,300	16,275	6,600	6,600	6,600	14,814	14,814	14,814	14,814	14,814	14,814	72,975	98,269	171,244	282,617	61%
	Total Expenditures	31,886	43,339	29,684	13,545	14,931	13,326	26,277	23,624	25,038	23,624	23,624	23,824	146,710	155,394	302,104	429,868	70%
	Excess (deficiency) of revenues																	
	Over (under) expenditures	(31,608)	309,768	(15,817)	20,003	(4,295)	(2,706)	(18,614)	(23,591)	(25,005)	(23,591)	(23,591)	(23,791)	275,347	(147,564)	127,783	-	0%
<u>Other Financing Sources (Uses)</u>																		
	Contribution to (Use of) Fund Balance	-	-	-	-	-	-	(18,614)	(23,591)	(25,005)	(23,591)	(23,591)	(23,791)	-	(147,564)	(147,564)	-	0%
	Total Financing Sources (Uses)	-	-	-	-	-	-	(18,614)	(23,591)	(25,005)	(23,591)	(23,591)	(23,791)	-	(147,564)	(147,564)	-	0%
	Net change in fund balance	\$ (31,608)	\$ 309,768	\$ (15,817)	\$ 20,003	\$ (4,295)	\$ (2,706)	\$ (18,614)	\$ (23,591)	\$ (25,005)	\$ (23,591)	\$ (23,591)	\$ (23,791)	\$ 275,347	\$ (147,564)	\$ 127,783	\$ -	0%
391000	Fund Balance, Beginning (Oct 1, 2018)													419,881	-	419,881	419,881	
	Fund Balance, Ending													\$ 695,228	\$ (147,564)	\$ 547,664	\$ 419,881	

**Non-Ad Valorem Special Assessments - Collier County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2019**

					ALLOCATION BY FUND			
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Lakes 30A & 30B	Reserve Assmnts	Debt Service Fund
Assessments Levied				\$ 2,136,518	\$ 355,190	\$ 60,923	\$ 31,250	\$ 1,689,155
Allocation %				100%	17%	3%	1%	79%
11/01/18	\$ 192,011	\$ 8,164	\$ 3,919	\$ 204,093	\$ 33,930	\$ 5,820	\$ 2,985	\$ 161,358
11/08/18	\$ 15,403	\$ 852	\$ 314	\$ 16,569	\$ 2,755	\$ 472	\$ 242	\$ 13,100
11/30/18	\$ 704,978	\$ 29,973	\$ 14,387	\$ 749,338	\$ 124,575	\$ 21,367	\$ 10,960	\$ 592,435
11/26/18	\$ 476,170	\$ 20,245	\$ 9,718	\$ 506,133	\$ 84,143	\$ 14,432	\$ 7,403	\$ 400,155
12/01/18	\$ 325,528	\$ 13,580	\$ 6,643	\$ 345,752	\$ 57,480	\$ 9,859	\$ 5,057	\$ 273,355
01/23/19	\$ 151,369	\$ 4,527	\$ 3,089	\$ 158,985	\$ 26,431	\$ 4,533	\$ 2,325	\$ 125,695
02/18/19	\$ 46,858	\$ 872	\$ 956	\$ 48,685	\$ 8,094	\$ 1,388	\$ 712	\$ 38,491
03/24/19	\$ 46,234	\$ 245	\$ 944	\$ 47,422	\$ 7,884	\$ 1,352	\$ 694	\$ 37,492
TOTAL	\$ 1,958,550	\$ 78,457	\$ 39,970	\$ 2,076,978	\$ 345,292	\$ 59,225	\$ 30,379	\$ 1,642,082
% COLLECTED					97%	97%	97%	97%
TOTAL OUTSTANDING				59,540	9,898	1,698	871	47,073

Cash and Investment Balances
March 31, 2019

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Operating Checking	Valley National Bank	N/A	0.00%	\$ 120,261
Money Market Account	BankUnited	N/A	1.75%	296,868
Subtotal General Fund				<u>417,129</u>
DEBT SERVICE FUND				
Series 2018 Constr and Acq Fund	US Bank	N/A	0.00%	948,092
Series 2018A1 Interest Fund	US Bank	N/A	0.00%	250,344
Series 2018A2 Interest Fund	US Bank	N/A	0.00%	58,717
Series 2018 PrePayment Fund	US Bank	N/A	0.00%	3,635
Series 2018 Reserve Fund	US Bank	N/A	0.00%	389,052
Series 2018 Revenue Fund	US Bank	N/A	0.00%	126,685
Subtotal Debt Service				<u>1,776,526 (1)</u>
Total				<u><u>\$ 2,193,654</u></u>

Note (1) Invested in First American Obligation Fund

**Construction Report
March 31, 2019**

Deposit to 2018 Acquisition and Construction Account (Amount from 4/18/18) \$ 3,461,202

Requisitons (Please see Requisition List)

<i>Requisitions Total</i>	2,707,422
Less Requisitions paid in FY17	28,232
Total Requisitions for FY18	2,669,228
Total Requisitions for FY19	9961.13
Sub-Total	\$ 753,780
<i>Interest and transfers in Construction and Acquisition Account</i>	24,080
Balance in Construction & Acq Account as of March 31, 2019	\$ 777,860

HERITAGE BAY
Community Development District

Series 2018 Requisition List

REQUISITONS				
REQ #	FISCAL YEAR	VENDOR	AMOUNT	DATE OF CHECK
1	FY17	Heritage Bay CDD Reimb. CPH Inv # 103070	\$ 7,112.44	6/29/2018
2	FY17	Heritage Bay CDD Reimb. CPH Inv # 103671	\$ 8,399.67	6/29/2018
3	FY17	Heritage Bay CDD Reimb. CPH Inv # 104031	\$ 6,475.70	6/29/2018
4	FY17	Heritage Bay CDD CPH Inv # H13604-2100	\$ 250.00	6/29/2018
5	FY17	Heritage Bay CDD Reimb. CPH Inv # 105069	\$ 2,362.81	6/29/2018
6	FY18	Quality Enterprises INV 67922 PAY APP 1.1	\$ 206,526.48	6/29/2018
7	FY18	Quality Enterprises INV 67922 PAY APP 2.1	\$ 378,885.24	6/29/2018
8	FY17	Heritage Bay CDD Reimb. CYK INV 30	\$ 81.25	7/26/2018
9	FY17	Heritage Bay CDD Reimb. CYK Inv 31	\$ 1,316.25	7/26/2018
10	FY17	Heritage Bay CDD Reimb CYK INV 32	\$ 81.25	7/26/2018
11	FY17	Heritage Bay CDD Reimb. CYK INV 33	\$ 1,300.00	7/26/2018
12	FY17	Heritage Bay CDD Reimb. CYK INV 34	\$ 853.00	7/26/2018
13	FY18	Heritage Bay CDD Reimb. CYK INV 35	\$ 1,218.75	7/26/2018
14	FY18	Heritage Bay CDD Reimb. CYK INV 36	\$ 4,062.50	7/26/2018
15	FY18	Heritage Bay CDD Reimb. CYK INV 37	\$ 1,446.25	7/26/2018
16	FY18	Heritage Bay CDD Reimb. CYK INV 2	\$ 845.00	7/26/2018
17	FY18	Heritage Bay CDD Reimb. CClinv 1213	\$ 21,562.50	7/26/2018
18	FY18	Heritage Bay CDD Reimb. CPH INV 105202	\$ 9,387.86	7/26/2018
19	FY18	Heritage Bay CDD Reimb. CPH INV 105725	\$ 6,769.38	7/26/2018
21	FY18	Heritage Bay CDD Reimb. CPH INV 106266	\$ 12,000.00	7/30/2018
22	FY18	Heritage Bay CDD Reimb. CPH INV 106268	\$ 5,000.00	7/30/2018
23	FY18	Heritage Bay CDD Reimb. CPH INV 106264	\$ 2,644.95	7/30/2018
24	FY18	Heritage Bay CDD Reimb. CPH INV 106834	\$ 7,026.46	7/30/2018
25	FY18	Heritage Bay CDD Reimb. CPH INV 106836	\$ 1,250.00	7/30/2018
26	FY18	Heritage Bay CDD Reimb. CPH INV 107109	\$ 855.95	7/30/2018
27	FY18	Heritage Bay CDD Reimb. CPH INV 107111	\$ 4,777.81	7/30/2018
28	FY18	Heritage Bay CDD Reimb. CPH INV 107110	\$ 2,718.76	7/30/2018
29	FY18	Heritage Bay CDD Reimb. CPH INV 107735	\$ 1,482.62	7/30/2018
30	FY18	Heritage Bay CDD Reimb. CPH INV 107737	\$ 660.20	7/30/2018

HERITAGE BAY
Community Development District

Series 2018 Requisition List

32	FY18	Heritage Bay CDD Reimb. CPH INV 108333	\$ 6,335.00	7/30/2018
33	FY18	Heritage Bay CDD Reimb. CPH INV 108108	\$ 3,753.83	7/30/2018
34	FY18	Quality Ent. Inv 68067	\$ 529,151.82	8/22/2018
35	FY18	Quality Ent. Inv 68070	\$ 829,714.60	8/22/2018
36*	FY18	*Please see note below		
37	FY18	G to Z Turf	\$ 1,540.00	9/4/2018
38	FY18	Heritage Bay Reimb CPH INV 110322	\$ 30,156.65	9/14/2018
39	FY18	Heritage Bay Reimb CPH INV 110324	\$ 790.05	9/14/2018
40	FY18	Heritage Bay Reimb CPH INV 107113R	\$ 600.00	9/14/2018
41	FY18	Heritage Bay Reimb CYK INV 4	\$ 2,778.75	9/14/2018
42	FY18	Heritage Bay Reimb CYK INV 3	\$ 861.25	9/14/2018
43	FY18	Heritage Bay CDD Reimb. CPH Inv # 108997	\$ 757.49	9/14/2018
44	FY18	Heritage Bay CDD Reimb. CPH Inv # 108996	\$ 3,374.65	9/14/2018
45	FY18	Quality Ent. HB Phase 1 Pay App. 1.3	\$ 154,281.26	9/24/2018
46	FY18	Quality Ent. HB Phase II Pay App. 2.3	\$ 120,993.40	9/24/2018
47	FY18	Quality Ent HB Phase I Pay App. 1.4	\$ 49,442.20	9/24/2018
48	FY18	Quality Ent HB Phase II Pay App. 2.4	\$ 73,866.30	9/24/2018
49	FY18	Heritage Bay CDD Reimb. CPH Inv # 109567	\$ 9,408.22	9/24/2018
50	FY18	Heritage Bay CDD Reimb. CPH Inv # 109569	\$ 1,536.45	9/24/2018
51	FY18	Heritage Bay CDD Reimb. CPH Inv # 110504	\$ 168.75	9/24/2018
52	FY18	Heritage Bay CDD Reimb. CPH Inv # 110502	\$ 12,232.96	9/24/2018
53	FY18	Heritage Bay Reimb Lake Bank Restoration Inv #6	\$ 1,738.55	11/1/2018
54	FY18	CPH Reimb #111061	\$ 2,485.70	11/1/2018
55	FY18	CPH Reimb #111063	\$ 356.25	11/1/2018
56	FY18	Quality Enterprises # Phase II Pay App. 2.5-2	\$ 132,895.46	11/1/2018
57	FY18	CPH Reimb # 111275	\$ 14,385.23	11/1/2018
58	FY18	CPH Reimb # 111352	\$ 12,849.92	11/29/2018
59	FY18	CPH Reimb # 111354	\$ 337.50	11/29/2018
60	FY18	Heritage Bay Reimb CYK STMT 7	\$ 32.50	1/24/2019
61	FY18	Heritage Bay Reimb CYK STMT 48	\$ 526.25	1/24/2019
62	FY18	Heritage Bay Reimb CPH INV 111975	\$ 243.75	1/24/2019

HERITAGE BAY**Community Development District****Series 2018 Requisition List**

63	FY18	CPH INV 111973	\$ 2,513.00	1/24/2019
64	FY19	Heritage Bay Reimb TCC Inv # 21346	\$ 4,250.00	3/28/2019
65	FY19	CPH Inv # 112570	\$ 1,417.28	3/22/2019
66	FY19	CPH Inv # 113216	\$ 1,672.50	3/22/2019
67	FY19	CPH Inv # 113217	\$ 2,133.85	3/22/2019
68	FY19	CPH # Inv # 113219	\$ 487.50	3/22/2019

FY17 (1)	FY18 (1)
\$28,232.37	\$ 2,669,228.45

Total (1)**2,707,421.95**

*Note - Req 36 - Heritage Bay \$3780 came out of Cost of Issuance Account.

FY19 (1)
\$9,961.13

Heritage Bay CDD

Bank Reconciliation

Bank Account No. 9727 Valley National Bank - GF
Statement No. 3/19A
Statement Date 3/31/2019

G/L Balance (LCY)	89,391.88	Statement Balance	90,500.76
G/L Balance	89,391.88	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	90,500.76
Subtotal	89,391.88	Outstanding Checks	1,108.88
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	89,391.88	Ending Balance	89,391.88
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
3/27/2019	Payment	3473	JOHN C. MAY	184.70	0.00	184.70
3/27/2019	Payment	3474	DENNIS P. GAGNE	184.70	0.00	184.70
3/27/2019	Payment	3475	FRANK J. ARCURIE	184.70	0.00	184.70
3/27/2019	Payment	3476	DONNA L. HUNTER	184.70	0.00	184.70
3/27/2019	Payment	3477	EDWIN B. HUBBARD	184.70	0.00	184.70
3/28/2019	Payment	3478	COLLIER COUNTY TAX COLLECTOR	185.38	0.00	185.38
Total Outstanding Checks.....				1,108.88		1,108.88

HERITAGE BAY Community Development District

Payment Register by Fund
For the Period from 3/1/2019 to 3/31/2019
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
----------	-----------------	------	-------	-------------	---------------------	--------------------------	---------------	-------------

GENERAL FUND - 001

001	3465	03/01/19	FEDEX	6-466-12971	SERVICE FOR 2/7/19	Postage and Freight	541006-51301	\$22.65
001	3466	03/07/19	FEDEX	6-471-79864	FEB POSTAGE	Postage and Freight	541006-51301	\$12.27
001	3468	03/12/19	INFRAMARK, LLC	38582	2/19 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,747.67
001	3468	03/12/19	INFRAMARK, LLC	38582	2/19 MANAGEMENT FEES	ProfServ-Field Management	531016-53901	\$1,057.33
001	3468	03/12/19	INFRAMARK, LLC	38582	2/19 MANAGEMENT FEES	ProfServ-Field Management	531016-53901	\$2,000.00
001	3468	03/12/19	INFRAMARK, LLC	38582	2/19 MANAGEMENT FEES	Postage and Freight	541006-51301	\$6.32
001	3468	03/12/19	INFRAMARK, LLC	38582	2/19 MANAGEMENT FEES	ProfServ-Web Site Maintenance	531094-51301	\$83.33
001	3468	03/12/19	INFRAMARK, LLC	38582	2/19 MANAGEMENT FEES	ProfServ-Dissemination Agent	531012-51301	\$125.00
001	3469	03/19/19	COLEMAN, YOVANOVICH & KOESTER, P.A.	50	LEGAL SERVICE 1/19	ProfServ-Legal Services	531023-51301	\$1,446.25
001	3470	03/19/19	LAKE & WETLAND MANAGEMENT, INC	6367	MAR LAKE MAINT	Contracts-Lake and Wetland	534021-53917	\$5,600.00
001	3470	03/19/19	LAKE & WETLAND MANAGEMENT, INC	6367	MAR LAKE MAINT	Contracts-Lakes 30A & 30B	534166-53917	\$1,000.00
001	3471	03/22/19	HERITAGE BAY CDD	GEBAY-031519	EXCESS FUNDS TRSF 3337	Due from Other Funds	131000	\$175,000.00
001	3478	03/28/19	COLLIER COUNTY TAX COLLECTOR	AYCDD-031919	FY18 TAX ROLL POSTAGE BILLING	Postage and Freight	541006-51301	\$185.38
001	3473	03/27/19	JOHN C. MAY	PAYROLL	March 27, 2019 Payroll Posting			\$184.70
001	3474	03/27/19	DENNIS P. GAGNE	PAYROLL	March 27, 2019 Payroll Posting			\$184.70
001	3475	03/27/19	FRANK J. ARCURI	PAYROLL	March 27, 2019 Payroll Posting			\$184.70
001	3476	03/27/19	DONNA L. HUNTER	PAYROLL	March 27, 2019 Payroll Posting			\$184.70
001	3477	03/27/19	EDWIN B. HUBBARD	PAYROLL	March 27, 2019 Payroll Posting			\$184.70
Fund Total								\$191,209.70

2018 SERIES DEBT SERVICE FUND - 203

203	3467	03/12/19	HERITAGE BAY C/O US BANK	GEBAY-030419	TRSF 2019 DS ASSESSMENTS	Due from Other Funds	131000	\$729,509.00
Fund Total								\$729,509.00

Total Checks Paid	\$920,718.70
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Inframark, LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

Invoice: 38582
Invoice Date: 2/25/2019
Due Date: 3/27/2019
Terms: Net 30
Project ID: HERITAGEBAY
PO #:

Bill To:
Heritage Bay CDD
210 N University Dr, Suite 702
Coral Springs FL 33071
United States

Sales Description	Quantity	Units	Rate	Amount
Management Fees for the Month Of: February 2019				
Administrative Fees 001-531027-51201-5000	1	Ea	\$3,747.67	\$3,747.67
Field Ops Services 001-531016-53901-5000	1	Ea	\$1,057.33	\$1,057.33
Project Manager 001-531016-53901-5000	1	Ea	\$2,000.00	\$2,000.00
Postage 001-541006-51301-5000	1	Ea	\$6.32	\$6.32
Web Hosting 001-531094-51301-5000	1	Ea	\$83.33	\$83.33
Dissemination Services	1	Ea	\$125.00	\$125.00
Subtotal				\$7,019.65
Tax (0%)				\$0.00
Total Due				\$7,019.65

Remit To : Inframark, LLC
P.O. Box 733778
Dallas, TX 75373-3778

*Please note our lockbox address has changed.
Please include the Project ID and the Invoice
Number on the check stub of your payment.*

Heritage Bay CDD
c/o [REDACTED]
210 N. University Dr. Suite 702
Coral Springs FL 33071

Attn: Justin Faircloth

Gen Rep

Page: 1
January 31, 2019
File No: 6176-001M
Statement No: 50

SENT VIA EMAIL TO: inframark@avidbill.com

Previous Balance \$758.75

Fees

			Hours	
01/16/2019	GLU	Review and respond to email correspondence from Chairman on status of documents; Draft email correspondence to Peter Reitz; Review and respond to email correspondence from Peter Rietz	0.25	81.25
01/21/2019	GLU	review and comment on revised use and indemnity agreement; Review and respond to email correspondence from Chairman on same	0.60	195.00
01/23/2019	GLU	Review and respond to email correspondence from Ed Hubbard regarding Quarry lake use agreement; Draft revisions to agreement	0.80	260.00
01/24/2019	GLU	Telephone conference with Ed Hubbard regarding Quarry lake use agreement and other lake matters	0.40	130.00
01/25/2019	GLU	Update revisions to proposed use agreement; Draft email correspondence to Chairman on response to Peter Rietz	0.50	162.50
01/27/2019	GLU	Review and respond to email correspondence from chairman on lake use agreement	0.30	97.50
01/28/2019	GLU	Review and respond to email correspondence from Chairman on communication to The Quarry; Revise and update email correspondence to Peter Rietz	0.40	130.00
01/29/2019	GLU	Telephone conference with Peter Rietz regarding use agreement; Review questions raised; Draft email correspondence to Chairman	0.40	130.00
01/30/2019	GLU	Exchange email correspondence with Chairman regarding comments from The Quarry; Review issues on same.	0.50	162.50
01/31/2019	GLU	Review and respond to email correspondence from Chairman on use agreement language; Draft email correspondence to Peter Rietz	0.30	97.50

	Hours	
Professional Fees through 01/31/2019	4.45	1,446.25
Total Current Work		1,446.25
<u>Payments</u>		
Total Payments Through 02/28/2019		-308.75
Balance Due		<u>\$1,896.25</u>

9C.

HERITAGE BAY

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2020

Proposed Budget

(Meeting 4/26/19)

Prepared by:



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HERITAGE BAY

Community Development District

Budget Overview

Fiscal Year 2020

HERITAGE BAY

Community Development District

Operating Budget

Fiscal Year 2020

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2020 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ACTUAL FY 2018	ADOPTED BUDGET FY 2019	ACTUAL THRU MAR-2019	PROJECTED APR- SEP-2019	TOTAL PROJECTED FY 2019	ANNUAL BUDGET FY 2020
REVENUES							
Interest - Investments	\$ 1,479	3,241	\$ 400	\$ 2,807	\$ 2,807	\$ 5,614	\$ 2,000
Interest - Tax Collector	-	96.00	-	782	-	782	-
Special Assmnts- Tax Collector	250,000	355,190	355,190	345,292	9,898	355,190	355,190
Special Assmnts- Wall Project	62,500	-	-	-	-	-	-
Special Assmnts- Lakes 30A & 30B	-	60,922	60,923	59,225	1,698	60,923	60,923
Special Assmnts- Reserves	31,250	31,250	31,250	30,379	871	31,250	31,250
Special Assmnts- Discounts	(12,604)	(16,490)	(17,895)	(16,428)	-	(16,428)	(17,895)
Other Miscellaneous Revenue	51,473	31,000	-	-	-	-	-
TOTAL REVENUES	384,098	465,209	429,868	422,057	15,274	437,331	431,468
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	8,000	16,000	12,000	4,000	6,000	10,000	12,000
FICA Taxes	612	1,224	918	306	459	765	918
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	600
ProfServ-Dissemination Agent	-	-	1,500	750	750	1,500	1,500
ProfServ-Engineering	42,494	22,878	14,000	1,925	7,000	8,925	14,000
ProfServ-Legal Services	20,844	26,871	10,000	2,714	5,000	7,714	10,000
ProfServ-Mgmt Consulting Serv	37,195	41,793	44,972	22,486	22,486	44,972	46,270
ProfServ-Property Appraiser	5,156	-	6,710	6,710	-	6,710	6,710
ProfServ-Special Assessment	5,305	5,464	6,200	6,200	-	6,200	6,600
ProfServ-Trustee Fees	-	-	-	-	-	-	5,157
ProfServ-Web Site Maintenance	1,505	773	1,000	500	500	1,000	1,100
Auditing Services	3,823	3,700	3,914	-	5,900	5,900	5,900
Postage and Freight	1,731	2,839	2,500	400	1,885	2,285	2,500
Insurance - General Liability	12,040	15,389	15,389	7,750	7,639	15,389	15,389
Printing and Binding	1,450	7,428	1,339	747	747	1,494	1,379
Legal Advertising	1,989	3,241	3,700	746	746	1,492	3,000
Misc-Bank Charges	-	1	100	1	50	51	100
Misc-Assessmnt Collection Cost	4,428	(613)	8,948	8,369	215	8,584	8,947
Misc-Web Hosting	-	47	900	1,612	387	1,999	773
Office Supplies	-	-	100	-	50	50	100
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	146,747	147,210	134,365	65,391	59,814	125,205	143,119

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2020 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ACTUAL FY 2018	ADOPTED BUDGET FY 2019	ACTUAL THRU MAR-2019	PROJECTED APR- SEP-2019	TOTAL PROJECTED FY 2019	ANNUAL BUDGET FY 2020
Field							
ProfServ-Field Management	12,731	11,536	12,688	8,344	4,344	12,688	12,830
R&M-Contingency	-	-	198	-	100	100	100
Capital Outlay	44,550	-	-	-	-	-	-
Total Field	57,281	11,536	12,886	8,344	4,444	12,788	12,930
Lakes and Ponds							
Contracts-Lake and Wetland	63,947	71,200	71,200	33,600	37,600	71,200	71,200
Contracts-Water Analysis	-	10,766	9,861	-	9,861	9,861	9,861
Contracts-Water Quality Monitoring	33,807	22,996	27,700	19,450	8,250	27,700	27,700
Contracts-Lakes 30A & 30B	12,000	12,000	12,000	6,000	6,000	12,000	24,000
Contracts-Sediment Testing	-	-	6,675	6,675	-	6,675	6,675
R&M-Aquascaping	1,950	-	8,500	-	4,250	4,250	8,500
R&M - Stormwater System	-	-	4,000	3,000	-	3,000	4,000
R&M-Lake Erosion	3,000	37,800	84,713	-	42,357	42,357	70,778
R&M-Contingency	4,175	-	8,263	4,250	4,013	8,263	3,000
Improvement-Lake Bank Restoration	-	29,512	-	-	-	-	-
Reserve - Lakes	-	-	31,250	-	-	-	31,250
Reserve - Stormwater System	-	-	18,455	-	-	-	18,455
Total Lakes and Ponds	118,879	184,274	282,617	72,975	112,331	185,306	275,419
Debt Service							
Operating Loan Repayment	167,354	13,141	-	-	-	-	-
Interest Expense-Note	5,631	1,554	-	-	-	-	-
Total Debt Service	172,985	14,695	-	-	-	-	-
TOTAL EXPENDITURES	495,892	357,715	429,868	146,710	176,588	323,298	431,468
Excess (deficiency) of revenues Over (under) expenditures	(111,794)	107,494	-	275,347	(161,314)	114,033	-
OTHER FINANCING SOURCES (USES)							
Interfund Transfer - In	-	28,232	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	28,232	-	-	-	-	-
Net change in fund balance	(111,794)	135,726	-	275,347	(161,314)	114,033	-
FUND BALANCE, BEGINNING	395,949	\$ 284,155	419,881	419,881	-	419,881	533,914
FUND BALANCE, ENDING	\$ 284,155	\$ 419,881	\$ 419,881	\$ 695,228	\$ (161,314)	\$ 533,914	\$ 533,914

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2019	\$ 533,914
Net Change in Fund Balance - Fiscal Year 2019	-
Reserves - Fiscal Year 2020 Additions	49,705
Total Funds Available (Estimated) - 9/30/2020	583,619

ALLOCATION OF AVAILABLE FUNDS***Assigned Fund Balance***

Operating Reserve - First Quarter Operating Capital		95,441 ⁽¹⁾
Reserves - Erosion Control (Prior years)		14,687
Reserves - Lakes (Prior Years)	93,750	
Reserves - Lakes (FY19)	31,250	
Reserves - Lakes (FY20)	<u>31,250</u>	156,250
Reserves - Stormwater System (FY18)	18,455	
Reserves - Stormwater System (FY19)	18,455	
Reserves - Stormwater System (FY20)	<u>18,455</u>	55,365
Reserves - Loan (Prior years)		4,750
	Subtotal	<u>326,493</u>
Total Allocation of Available Funds		326,493

Total Unassigned (undesignated) Cash	\$ <u>257,126</u>
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Notes

(1) Represents approximately 3 months of operating expenditures

HERITAGE BAY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2020**REVENUES****Interest-Investments**

The District earns interest on the monthly average collected balance for their money market accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels (using the uniform method) within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Lakes 30A & 30B

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels (using the uniform method) within the District in order to pay for the repair of Lakes 30A & 30B and any impending debt associated with making repairs.

Special Assessments-Reserves

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels (using the uniform method) within the District in order re-establish reserves which were depleted due to the District having to address numerous lake bank erosion issues.

Special Assessments-Discounts

Per Section 197.162 and Section 197.3632 of the Florida Statutes, discounts are allowed for early payments of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Professional Services-Arbitrage Rebate**

The District contracted with an independent professional firm to annually calculate the District's Arbitrage Rebate Liability on its bonds.

P/R-Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending all meetings.

Professional Services-Dissemination Agent

This line item is to cover dissemination services as required. Services are provided by Inframark.

Professional Services-Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

Professional Services-Legal Services

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions and other research as directed or requested by the BOS District Manager.

HERITAGE BAY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2020**EXPENDITURES****Administrative** (continued)**Professional Services-Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services. Inframark manages all of the District's financial activities such as accounts payable, financial statements, auditing and budgeting in accordance with the management contract in effect.

Professional Services-Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service which is based upon 1.5% of the anticipated Non-Ad Valorem assessment collections.

Professional Services-Special Assessment

This is the Administrative fees to prepare the District's special assessment roll.

Professional Services-Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2018 Special Assessment Bond. The budgeted amount for the fiscal year is based on standard fees charged plus any out-of-pocket expenses.

Professional Services-Web Site Maintenance

The cost of web hosting and regular maintenance of the District's website by Inframark Infrastructure Management Services.

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 the fiscal year is based on contracted fees from an existing engagement letter.

Postage and Freight

Actual postage used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Public Risk Insurance Agency, Inc. They specialize in providing governmental insurance coverage. The budgeted amount projects a 10% increase in the premium.

Printing and Binding

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

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

In the rare event of bank service charges from operating or money market accounts, the cost will be assigned here.

HERITAGE BAY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2020**EXPENDITURES (continued)****Administrative (continued)****Miscellaneous-Assessment Collection Costs**

The District reimburses the Collier County Tax Collector for necessary administrative costs. Per the 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 assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous-Web Hosting

The District incurs the cost of owning the Heritage Bay CDD web domain.

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 Division of Community Development.

Field**Professional Services-Field Management**

Field Management Services for the District is performed by Inframark Infrastructure Management Services. This includes the regular inspection of all District assets and contractor performance monitoring. A monthly report is provided for the Board's review to allow for their consideration of issues and action to consider.

R&M-Contingency

All other field expenses that do not fall into the category described above will be expensed to contingency.

Lakes & Ponds**Contracts-Lake and Wetland**

A contract was negotiated with Lake & Wetland Management for monthly lake maintenance of the District's lakes and littoral shelf maintenance which includes approximately 14.52 acres. Fluorodine Treatment was added May 2015.

Contracts-Water Analysis

A contract was negotiated with CPH for bathymetric to be performed on Lakes.

Contracts-Water Quality Monitoring

A contract was negotiated with CPH for testing of the lakes and water quality monitoring.

Contracts-Lakes 30A & 30B

A contract was negotiated with Lake & Wetland Management for monthly maintenance of lakes 30A & 30B.

HERITAGE BAY

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2020**EXPENDITURES (continued)****Lakes & Ponds** (continued)**Contracts-Sediment Testing**

Contract with CPH to do sediment testing in the District lakes.

R&M-Aquascaping

This is for any repair and maintenance expenses pertaining to the District's lakes that are not covered in the contract.

R&M-Stormwater System

This is for any repair and maintenance expenses pertaining to the stormwater system.

R&M-Lake Erosion

This is for any repair and maintenance expenses pertaining to erosion control that are not covered in the contract.

R&M-Contingency

All other lake expenses that do not fall into the previous repair and maintenance categories will be expensed to contingency.

Reserve-Lakes

Lake improvement expenses that are projected to occur in the future are appropriated with this account.

Reserve-Stormwater System

Stormwater system/drainage expenses that are projected to occur in the future are appropriated with this account.

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HERITAGE BAY

Community Development District

Debt Service Budget

Fiscal Year 2020

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2020 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ADOPTED BUDGET FY 2019	ACTUAL THRU MAR-2019	PROJECTED APR- SEP-2019	TOTAL PROJECTED FY 2019	ANNUAL BUDGET FY 2020
REVENUES						
Interest - Investments	3,925	-	6,725	13,450	20,175	\$ -
Special Assmnts- Tax Collector	-	1,689,155	1,642,082	47,073	1,689,155	1,689,155
Special Assmnts- Discounts	-	(67,566)	(62,029)	-	(62,029)	(67,566)
TOTAL REVENUES	3,925	1,621,589	1,586,778	60,523	1,647,301	1,621,589
EXPENDITURES						
<i>Administrative</i>						
ProfServ-Arbitrage Rebate	-	600	-	600	600	-
ProfServ-Property Appraiser	-	25,337	19,629	-	19,629	25,337
ProfServ-Trustee Fees	-	5,157	-	5,157	5,157	-
Misc-Assessmnt Collection Cost	-	33,783	31,601	941	33,783	33,783
Total Administrative	-	64,877	51,230	6,698	59,169	59,120
<i>Debt Service</i>						
Principal Debt Retirement	-	990,000	-	990,000	990,000	1,005,000
Interest Expense	-	597,305	309,061	288,244	597,305	556,688
Cost of Issuance	198,389	-	-	-	-	-
Total Debt Service	198,389	1,587,305	309,061	1,278,244	1,587,305	1,561,688
TOTAL EXPENDITURES	198,389	1,652,182	360,291	1,284,942	1,646,474	1,620,808
Excess (deficiency) of revenues						
Over (under) expenditures	(194,464)	(30,593)	1,226,487	(1,224,419)	827	781
OTHER FINANCING SOURCES (USES)						
Operating Transfers - In	362,365	-	26,398	-	26,398	-
Proceeds of Refunding Bonds	660,533	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	(30,593)	-	-	-	781
TOTAL OTHER SOURCES (USES)	1,022,898	(30,593)	26,398	-	26,398	781
Net change in fund balance	828,434	(30,593)	1,252,885	(1,224,419)	27,225	781
FUND BALANCE, BEGINNING	(1)	828,433	828,433	-	828,433	855,658
FUND BALANCE, ENDING	828,433	797,840	\$ 2,081,318	(1,224,419)	\$ 855,658	\$ 856,439

Amortization Schedule
2018 Refunding of Series 2018A-1 and A-2 Special Assessment Refunding Bonds

Year	Principal	Special calls	Interest	Principal Balance	FY Total DS
11/1/2019			\$ 278,344	\$ 278,344	\$ 1,556,588
5/1/2020	\$ 1,005,000	2.13%	\$ 278,344	\$ 1,283,344	
11/1/2020			\$ 267,666	\$ 267,666	\$ 1,551,009
5/1/2021	\$ 1,030,000	2.25%	\$ 267,666	\$ 1,297,666	
11/1/2021			\$ 256,078	\$ 256,078	\$ 1,553,744
5/1/2022	\$ 1,055,000	2.50%	\$ 256,078	\$ 1,311,078	
11/1/2022			\$ 242,891	\$ 242,891	\$ 1,553,969
5/1/2023	\$ 1,090,000	2.63%	\$ 242,891	\$ 1,332,891	
11/1/2023			\$ 228,584	\$ 228,584	\$ 1,561,475
5/1/2024	\$ 1,120,000	2.63%	\$ 228,584	\$ 1,348,584	
11/1/2024			\$ 213,884	\$ 213,884	\$ 1,562,469
5/1/2025	\$ 1,150,000	2.75%	\$ 213,884	\$ 1,363,884	
11/1/2025			\$ 198,072	\$ 198,072	\$ 1,561,956
5/1/2026	\$ 1,180,000	3.00%	\$ 198,072	\$ 1,378,072	
11/1/2026			\$ 180,372	\$ 180,372	\$ 1,558,444
5/1/2027	\$ 1,220,000	3.00%	\$ 180,372	\$ 1,400,372	
11/1/2027			\$ 162,072	\$ 162,072	\$ 1,562,444
5/1/2028	\$ 1,255,000	3.00%	\$ 162,072	\$ 1,417,072	
11/1/2028			\$ 143,247	\$ 143,247	\$ 1,560,319
5/1/2029	\$ 1,295,000	3.00%	\$ 143,247	\$ 1,438,247	
11/1/2029			\$ 123,822	\$ 123,822	\$ 1,562,069
5/1/2030	\$ 965,000	3.13%	\$ 123,822	\$ 1,088,822	
11/1/2030			\$ 108,744	\$ 108,744	\$ 1,197,566
5/1/2031	\$ 1,000,000	3.25%	\$ 108,744	\$ 1,108,744	
11/1/2031			\$ 92,494	\$ 92,494	\$ 1,201,238
5/1/2032	\$ 1,030,000	3.25%	\$ 92,494	\$ 1,122,494	
11/1/2032			\$ 75,756	\$ 75,756	\$ 1,198,250
5/1/2033	\$ 1,065,000	3.25%	\$ 75,756	\$ 1,140,756	
11/1/2033			\$ 58,450	\$ 58,450	\$ 1,199,206
5/1/2034	\$ 1,100,000	3.38%	\$ 58,450	\$ 1,158,450	
11/1/2034			\$ 39,888	\$ 39,888	\$ 1,198,338
5/1/2035	\$ 1,140,000	3.38%	\$ 39,888	\$ 1,179,888	
11/1/2035			\$ 20,650	\$ 20,650	\$ 1,200,538
5/1/2036	\$ 1,180,000	3.50%	\$ 20,650	\$ 1,200,650	
11/1/2036					\$ 1,200,650
	\$ 19,870,000		\$ 5,979,330	\$ 25,849,330	\$ 25,849,330

HERITAGE BAY

Community Development District

*Debt Service Fund***Budget Narrative**
Fiscal Year 2020**REVENUES****Interest-Investments**

The District earns interest on the monthly average collected balance for their trust accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels (using the uniform method) within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162 and Section 197.3632 of the Florida Statutes, discounts are allowed for early payments of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Professional Services-Property Appraiser**

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The property appraiser cost is based upon 1.5% of the anticipated Non-Ad Valorem assessment collections.

Miscellaneous-Assessment Collection Costs

The District reimburses the Collier County Tax Collector for necessary administrative costs. Per the 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 assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Debt Service**Principal Debt Retirement**

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

Interest Expense

The District makes semi-annual interest payments on the outstanding debt.

HERITAGE BAY

Community Development District

Supporting Budget Schedules

Fiscal Year 2020

HERITAGE BAY

Community Development District

All Funds

**Comparison of Assessment Rates
Fiscal Year 2020 vs. Fiscal Year 2019**

Product	General Fund			Series 2018 Debt Service			Total Assessments per Unit			Units
	FY 2020	FY 2019	Percent Change	FY 2020	FY 2019	Percent Change	FY 2020	FY 2019	Percent Change	
Executive	\$357.89	\$357.89	0%	\$1,928.85	\$1,928.85	0%	\$2,286.74	\$2,286.74	0%	139
Classics	\$357.89	\$357.89	0%	\$3,050.09	\$3,050.09	0%	\$3,407.98	\$3,407.98	0%	95
Classics II	\$357.89	\$357.89	0%	\$3,294.57	\$3,294.57	0%	\$3,652.46	\$3,652.46	0%	18
Coach	\$357.89	\$357.89	0%	\$1,361.54	\$1,361.54	0%	\$1,719.43	\$1,719.43	0%	184
2 Story	\$357.89	\$357.89	0%	\$1,134.62	\$1,134.62	0%	\$1,492.51	\$1,492.51	0%	364
4 Story	\$357.89	\$357.89	0%	\$907.69	\$907.69	0%	\$1,265.58	\$1,265.58	0%	450
										1250

9D.



Heritage Bay CDD

04/01/19 – Field Management Report

www.inframarkims.com

Inspected on: 3/29/19 by: Tim Hall

1. Lake Management

The water levels are pretty consistent with the last visit. No flow issues with the Stormwater system were noted. Additional lake maintenance information is found below; all lake issues are low density unless otherwise noted.

- a. **Algae on Lakes:** Low density of algae on lakes 1, 3, 19, and 25.



- b. **Littorals:**

- i. **Alligator Flag in Lakes:** None noted

- c. **Rocks:** No new issues observed.

- d. **Weeds:**

- i. **Alligator Weed in Lakes:** No new issues observed.

- ii. **Brazilian Pepper: *** No new issues observed.

- iii. **Cattails in Lakes:** Small cattails still present on south side of lake 1.



- iv. **Climbing Hemp Vine in Lakes:** No issues observed.

- v. **Dollar Weed in Lakes:** No issues observed.

- vi. **Hydrilla in Lakes:** Minor amounts noted in Lakes 6, 15 and 16.



- vii. **Illinois Pond Weed in Lakes:** Pondweed levels not much changed from previous (3/11) visit. Lakes 5, 6, 7, 9, 10, 12, 14, 15, 16, 19, 20, 26, 30A and 30B.



- viii. **Palms on Lake Banks:** No new issues observed.

- ix. **Red Ludwigia in Lakes:** Higher densities noted in Lake 6.



- x. **Sedges in Lakes:** No issues observed.

- xi. **Spatterdock/Lily Pads in Lakes:** Nymphaea noted in Lake 3



- xii. **Torpedo Grass in Lakes:** In small amounts around lakes 4, 5, 9, 11, 13, 14, 15, 17, 19, 24, 26, 27 & 30A-B.



- xiii. **Various Submerged weeds in Lakes:** Chara noted in Lakes 3, 4, 6, and 19.



- e. **Trash in Lakes:** No new issues observed.
- f. **Bulkheads:** No new issues observed.
- g. **Clippings in Lakes:** No new issues observed though all material from cordgrass trimming was left where it fell.

2. Lake Bank Erosion

- a. **Lake 10:** Runoff between houses is still apparent on west side of lake 10 but no worse.



- b. **Lake 6:** Eroded area and sprinkler pipe at SW corner of lake 6 still exposed but no worse.



3. Storm Drainage System

a. Control Structures:

- i. **Basin 1:** Control Structure L3/L10 had minor flow around the internal weir.
- ii. **Basin 2:** Control Structure L6/L20 was not flowing. Control Structure L12/L20 was not flowing.
- iii. **Basin 3:** Control Structure L25/L30 was not flowing.
- iv. **Basin 4 & 5:** Control Structure L28/L30 was not flowing.
- v. **Basin 6:** Control Structure L30/COC03 not flowing.
Control Structure L30/COC02 was not flowing.



- b. **Drains:** No issues observed.
- c. **Roadway Catch Basins:** No issues observed.
- d. **Catch Basins:** No new issues observed.
- e. **Inter-Connect/Drain Pipes:** No new issues observed.
- f. **Illicit Discharges:** No issues observed.
- g. **Lake Drainage Pipes:** Cracked pipes noted at north end of lake 3 and south end of lake 9.



4. Fish/Wildlife Observations:

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

5. Residential Complaints/Concerns: None reported.

6. Non-CDD Issues: No new issues observed.