



Heritage Bay Community Development District

**February 5, 2026
Agenda Package
Regular Meeting**

TEAMS MEETING INFORMATION

MEETING ID: 242 040 396 079 18 PASSCODE: x3Sw9HY3
[JOIN THE MEETING NOW](#)

CALL-IN INFORMATION

**646-838-1601
ID: 907 625 365#**

11555 HERON BAY SUITE 201
CORAL SPRINGS, FLORIDA 33076

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Board of Supervisors

District Staff

- ◆ Edwin Hubbard, Chairperson
- ◆ F. Jack Arcurie, Vice Chairperson
- ◆ Vacant, Assistant Secretary
- ◆ Steven Bachenberg, Assistant Secretary
- ◆ Allen Soucie, Assistant Secretary

- Jennifer Goldyn, Regional Director
- Gregory Urbancic, District Counsel
 - Jeffrey Satfield, District Engineer
- Howard Neal, Field Services Director
- Fernand Thomas, District Accountant
- Janice Swade, Administrative Assistant

Regular Meeting Agenda
 Thursday, February 5, 2026 – 9:00 a.m.

- 1. Call to Order/Roll Call**
- 2. Approval of Agenda**
- 3. Public Comments on Agenda Items**
- 4. Authorization to Enter Into a Contract With Selected Auditor**
- 5. Engineer’s Report**
 - A. Water Testing Event March 2026
- 6. SOLitude Lake Management**
 - A. Monthly Inspections & Service Reports.....Page 4
 - B. Stormwater System Observations and Recommendations
 - C. Results of Water Testing for Lake 6 & Potential to Utilize SOLitude for Future Water Testing.....Page 17
 - i. Consideration of SOLitude Proposal for Water Testing.....Page 21
 - D. Quarry Fishing Club Request for Weed Mapping in Boulder Lake.....Page29
- 7. Legal Update**
- 8. Old Business**
 - A. Infrastructure and Facilities Management Report.....Page 30
 - i. Status of Copeland Southern CDD and Association Projects
 - a. Terrace 3
 - b. Veranda 2
 - c. Coach Homes 1
 - B. CDD Parking Lot Observations – Completion of Coach Homes Roof Projects
 - C. Potential for Additional Signage at Lake 30B Outfall Structure
 - i. District Attorney, Gregory Urbancic, Communications and Recommendations.....Page 40
- 9. New Business**
 - A. Review & Discussion Regarding Update of “Quarry Lakes and Docks Use Regulations”.....Page 49
 - B. Review of Crocker Land Development Quotes for Terrace 3 Drainage and Lake Bank Rebuild.....Page 60
 - C. Next Field Review – February 19, 2026 – Concentration Lakes 15-21
 - D. Discussion Regarding Posting to Fill Seat 3..... Page 63

District Office:

Inframark, Infrastructure Management Services
 11555 Heron Bay Boulevard, Suite 201
 Coral Springs, Florida 33076
 (954) 603-0033

Meeting Location:

Heritage Bay Clubhouse
 10154 Heritage Bay Boulevard
 Naples, Florida 34120
 (239) 353-7056

10. Manager’s Report

- A. Approval of the Minutes of the November 6, 2025 Meeting.....Page 71
- B. Acceptance of Financial Report as of December 31, 2025.....Page 76
- C. Field Service Review and Recommendations – November 20, 2025 Review.....Page 91
- D. Review & Discussion of November 2025 District Manager’s Action Items Report.....Page 99
- E. Special District 2026 Intent to Run Seats 4 and 5

11. Supervisor Comments

12. Chairperson Comments

13. Adjournment

The next CDD Meeting is scheduled to be held Thursday, March 5, 2026 at 9:00 a.m.

District Office:

Inframark, Infrastructure Management Services
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076
(954) 603-0033

Meeting Location:

Heritage Bay Clubhouse
10154 Heritage Bay Boulevard
Naples, Florida 34120
(239) 353-7056

HERITAGE BAY CDD LAKES INSPECTION REPORT

Below are my observations on Wednesday January 21, 2026

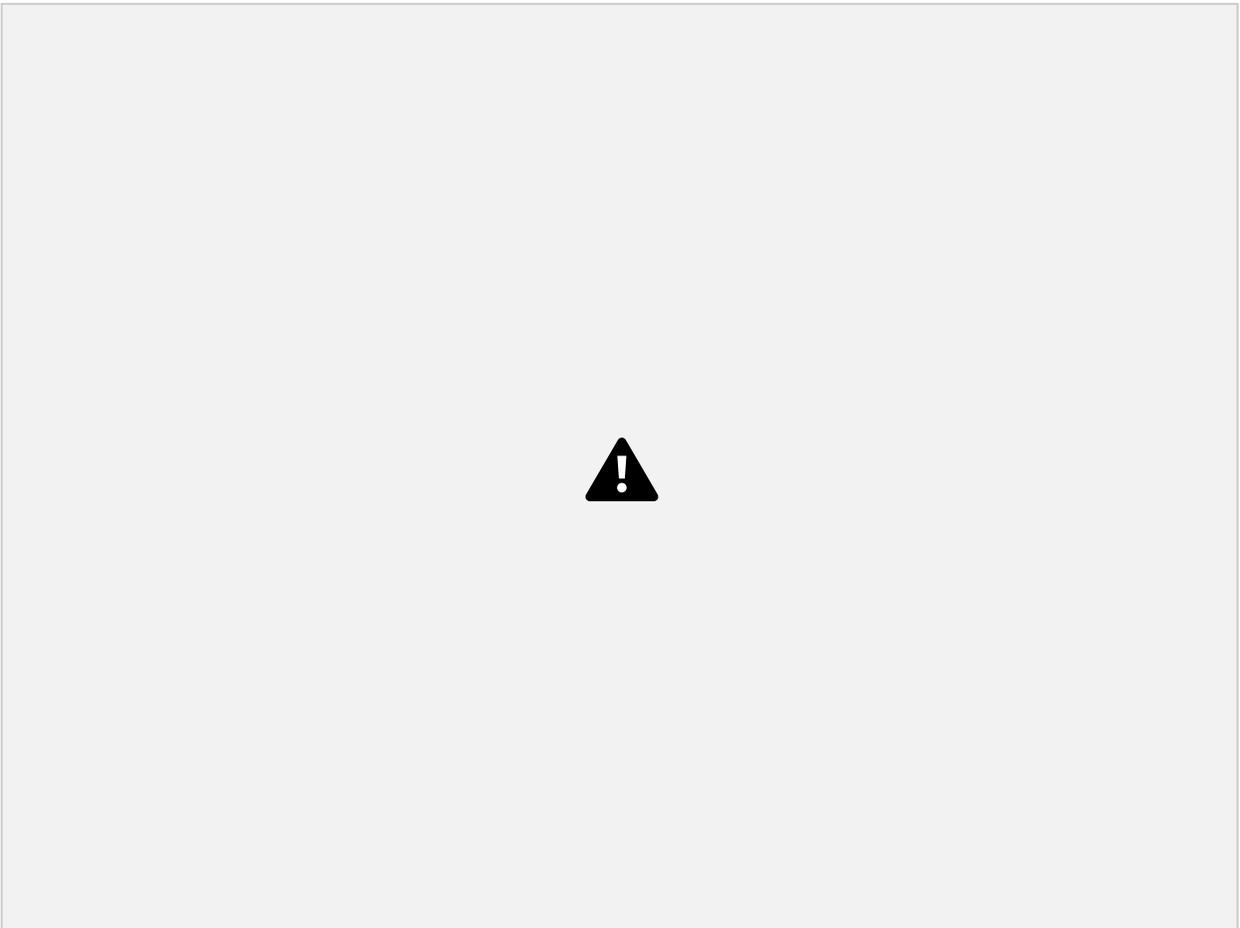
Lake 1 - Lake looks good.

Lake 2 – Lake looks good.

Lake 3 – Lake looks good. Spatterdock showing signs of treatment.

Lake 4 – Lake looks good.

Lake 5 - One group of Spatterdock observed.



Lake 6– Lake looks good.

Lake 7 – Lake looks good.

Lake 8 –Lake looks good.

Lake 9 –Lake looks good.

Lake 10 –Lake looks good.

Lake 11 – Lake looks good

Lake 12 – Lake looks good.

Lake 13 – Lake looks good.

Lake 14 – Lake looks good.

Lake 15 – lake looks good.

Lake 16 – Minor patches of Illinois Pondweed present around littorals.



Lake 17 – Lake looks good.

Lake 18 – Lake looks good.

Lake 19 – Illinois pondweed showing signs of treatment.



Lake 20 – Illinois Pondweed observed in lake.



Lake 21 – Lake looks good.

Lake 22 – Lake looks good.

Lake 23 – Lake looks good.

Lake 24 – Lake looks good.

Lake 25 – Lake looks good.

Lake 26 –Patches of Charra present in lake.



Lake 27 - Illinois pondweed and spatterdock present in lake.



Lake 28 – Minor Charra present in lake.



Lake 29 – Charra Present in lake.



Lake 30A - Illinois Pondweed showing signs of recent treatment.



Lake 30B –lake looks good.

All observations have been forwarded and reviewed by the operations team



Work Order	00914986	Account	Heritage Bay CDD
Work Order	00914986	Contact	Justin Faircloth
Number		Address	10154 Heritage Bay Blvd. Naples, FL 34120 United States
Created Date	12/2/2025		

Work Details

Specialist	Treated sites for exotic invasive and nuisance	Prepared By	BRYAN ENCARNACION
Comments to	species		
Customer		Specialist State	
		License Number	

Work Order Assets

Asset	Status	Product Work Type
Heritage Bay CDD-Lake 19	Included	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Bay CDD-Lake 19	PLANTINGS (IN HOUSE)	
Heritage Bay CDD-Lake 19		



Work Order	00912388	Account	Heritage Bay CDD
Work Order	00912388	Contact	Justin Faircloth
Number		Address	10154 Heritage Bay Blvd. Naples, FL 34120 United States
Created Date	12/4/2025		

Work Details

Specialist	Treated lakes 4, 5, 6 for grasses on the	Prepared By	EGGY SUAREZ
Comments to	shorelines. Water level low. Fish and birds		
Customer	observed. Thank you for your business.		

Work Order Assets

Asset	Status	Product Work Type
Heritage Bay CDD-Lake-All	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Bay CDD-Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Heritage Bay CDD-Lake-All	SHORELINE WEED CONTROL	
Heritage Bay CDD-Lake-All	LAKE WEED CONTROL	
Heritage Bay CDD-Lake-All	ALGAE CONTROL	
Heritage Bay CDD-Lake-All		



Work Order	00919125	Account	Heritage Bay CDD
Work Order	00919125	Contact	Justin Faircloth
Number		Address	10154 Heritage Bay Blvd. Naples, FL 34120 United States
Created Date	1/7/2026		

Work Details

Specialist	Treated all littorals for torpesogross.	Prepared By	HUGO PAIZ
Comments to Customer			

Work Order Assets

Asset	Status	Product Work Type
Heritage Bay CDD-Wetland-All	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Bay CDD-Wetland-All	INVASIVES CONTROL	
Heritage Bay CDD-Wetland-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Heritage Bay CDD-Wetland-All	SHORELINE WEED CONTROL	
Heritage Bay CDD-Wetland-All		Treated littorals 1-15 for torpedogross.



Work Order	00921040	Account	Heritage Bay CDD
Work Order	00921040	Contact	Justin Faircloth
Number		Address	10154 Heritage Bay Blvd. Naples, FL 34120 United States
Created Date	1/10/2026		

Work Details

Specialist	Inspected the lakes for grasses, algae and aquatic plants. Treated lakes 30A and 30B for submerged vegetation. Water level low. Fish and birds observed. Thank you for your business.	Prepared By	EGGY SUAREZ
Comments to Customer			

Work Order Assets

Asset	Status	Product Work Type
Heritage Bay CDD-Lake-All	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Bay CDD-Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Heritage Bay CDD-Lake-All	SHORELINE WEED CONTROL	
Heritage Bay CDD-Lake-All	LAKE WEED CONTROL	
Heritage Bay CDD-Lake-All	ALGAE CONTROL	
Heritage Bay CDD-Lake-All		



Work Order	00921547	Account	Heritage Bay CDD
Work Order	00921547	Contact	Justin Faircloth
Number		Address	10154 Heritage Bay Blvd. Naples, FL 34120 United States
Created Date	1/15/2026		

Work Details

Specialist	Inspected all lakes for grasses, algae and	Prepared By	EGGY SUAREZ
Comments to	aquatic plants. Water level low. Windy. Fish and		
Customer	birds observed. Thank you for your business.		

Work Order Assets

Asset	Status	Product Work Type
Heritage Bay CDD-Lake-All	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Bay CDD-Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Heritage Bay CDD-Lake-All	SHORELINE WEED CONTROL	
Heritage Bay CDD-Lake-All	LAKE WEED CONTROL	
Heritage Bay CDD-Lake-All	ALGAE CONTROL	
Heritage Bay CDD-Lake-All		



Work Order	00922087	Account	Heritage Bay CDD
Work Order	00922087	Contact	Justin Faircloth
Number		Address	10154 Heritage Bay Blvd. Naples, FL 34120 United States
Created Date	1/18/2026		

Work Details

Specialist	Treated littorals 19,20-30 for torpedograss and vines.	Prepared By	HUGO PAIZ
Comments to Customer			

Work Order Assets

Asset	Status	Product Work Type
Heritage Bay CDD-Wetland-All	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Bay CDD-Wetland-All	INVASIVES CONTROL	
Heritage Bay CDD-Wetland-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Heritage Bay CDD-Wetland-All	SHORELINE WEED CONTROL	
Heritage Bay CDD-Wetland-All		Treated littorals 19,20-30 for torpedograss and vines.



Work Order	00922016	Account	Heritage Bay CDD
Work Order	00922016	Contact	Justin Faircloth
Number		Address	10154 Heritage Bay Blvd. Naples, FL 34120 United States
Created Date	1/22/2026		

Work Details

Specialist	Treated lakes 30A and 30B for pondweed under	Prepared By	EGGY SUAREZ
Comments to	the bridge. Water level low. Fish and birds		
Customer	observed. Thank you for your business.		

Work Order Assets

Asset	Status	Product Work Type
Heritage Bay CDD-Lake-All	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Bay CDD-Lake-All	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Heritage Bay CDD-Lake-All	SHORELINE WEED CONTROL	
Heritage Bay CDD-Lake-All	LAKE WEED CONTROL	
Heritage Bay CDD-Lake-All	ALGAE CONTROL	
Heritage Bay CDD-Lake-All		

Heritage Bay CDD

Enhanced Waterbody Assessment

Sample Date: 13 Nov 2025

Report Date: 28 Nov 2025

Field Biologist: Matthew Drake

Site #6 2-3

Glossary 4



SŌLITUDE
LAKE MANAGEMENT

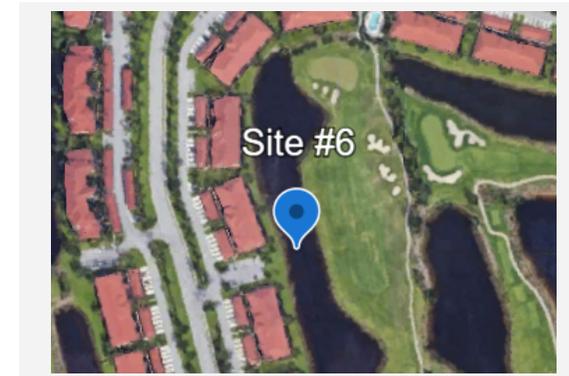
Restoring Balance. Enhancing Beauty.



Enhanced Waterbody Assessment: Heritage Bay CDD, Site #6

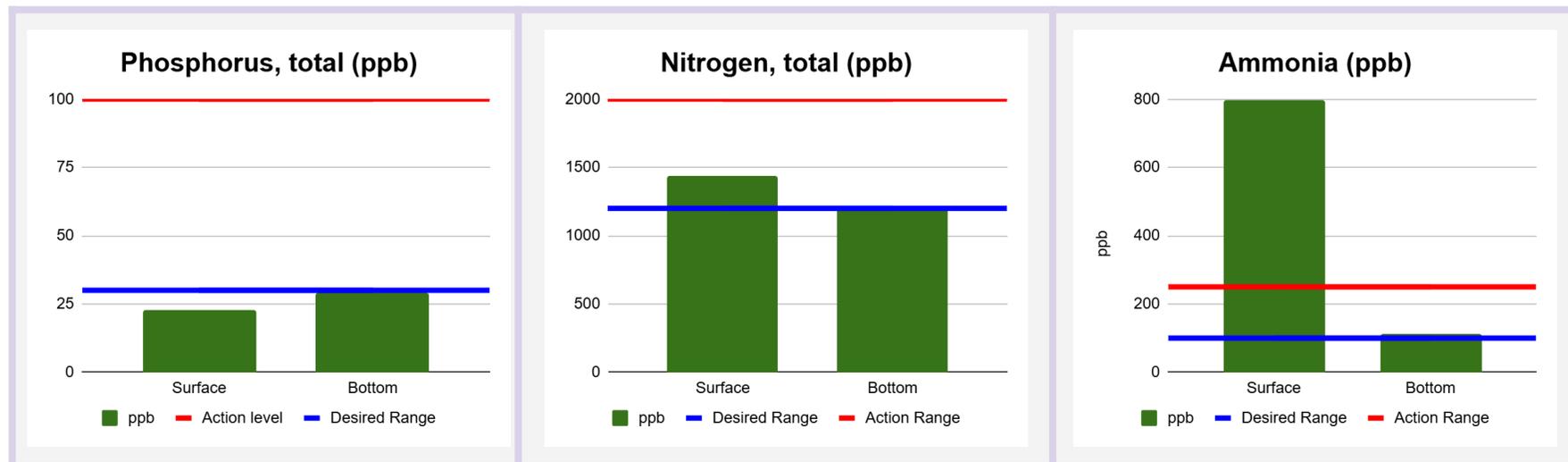
Sample Date: 13 Nov 2025

Test	Desired Range	Action Range	Surface	Bottom	This lake is
Phosphorus, Total	< 30 ppb	> 100	23	29	Borderline
Nitrogen, Total	<1,200 ppb	> 2,000	1,440	1,200	Borderline
Ammonia	< 100 ppb	> 250	795	111	High
Conductivity	< 1,200 uS/cm	NA	502	501	Healthy
Alkalinity, Total	> 80 ppm	NA	208	213	Healthy
Turbidity	< 5 NTU	NA	4.3	3.9	Healthy
pH reading	6.5 - 8.5	NA	7.6	7.6	Healthy
Chlorophyll a	< 40 ppb	NA	48	42	High
Secchi reading	> 4 feet	NA	4.5		Healthy



Acres: 7.1

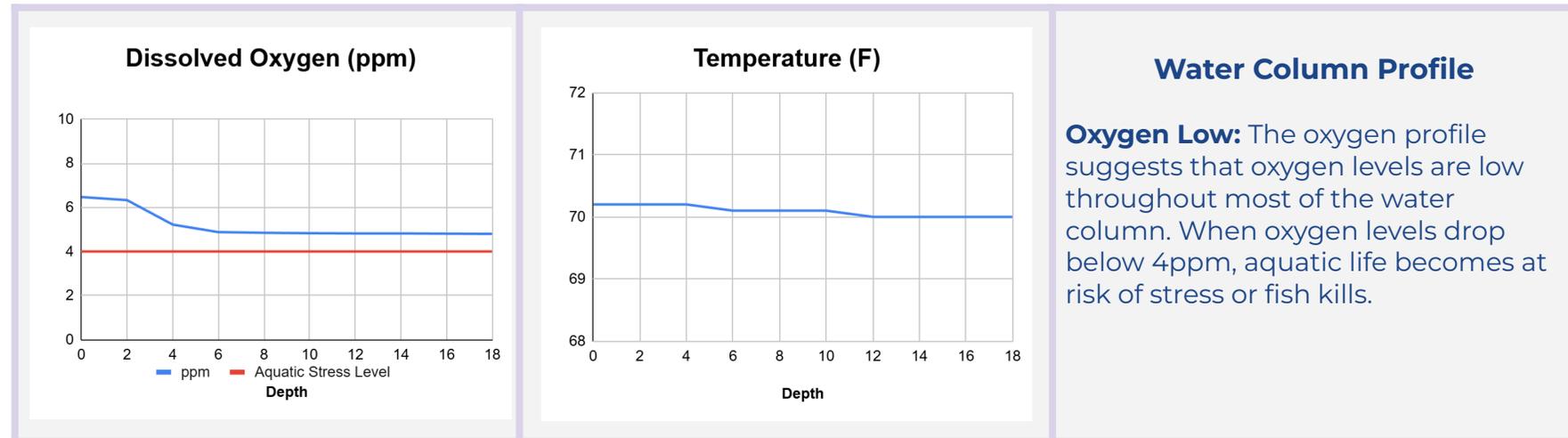
Average Depth (feet): 8





Enhanced Waterbody Assessment: Heritage Bay CDD, Site #6

Sample Date: 13 Nov 2025



Observations	Recommendations
<p>Water quality analysis suggests that this site is experiencing elevated ammonia levels. Ammonia is a byproduct of organic matter decomposition. It is common for ammonia to accumulate under low-oxygen conditions or from recent runoff events. Elevated ammonia may cause toxicity issues for aquatic life.</p>	<ul style="list-style-type: none"> • Ammonia reduction • Aeration for increased dissolved oxygen • Watershed management • Ongoing water quality monitoring

Glossary

Water Quality Parameter	Desired Range	Action Level	Non-normal results may lead to	Common causes of non-normal levels
Phosphorus, total	< 30 ppb	> 100 ppb	Excessive algae growth, muck accumulation, nuisance midge fly population, unbalanced fishery, etc.	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, phosphorus laden bottom sediments
Orthophosphate (Free Reactive Phosphorus)	< 30 ppb	> 100 ppb	Excessive algae growth, low dissolved oxygen levels, unbalanced fishery, etc.	Landscape fertilizer runoff and agricultural drainage, sewage, rock erosion, plant and animal decay
Nitrogen, total	< 1,200 ppb	> 2,000 ppb	Excessive algae growth, muck accumulation, nuisance midge fly population, unbalanced fishery, etc.	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, organic material input like grass clippings and leaf litter
Ammonia	< 100 ppb	> 250 ppb	May lead to fish and wildlife becoming unhealthy or passing, especially under high pH conditions	Organic decomposition, landscape/fertilizer runoff, and anoxic conditions (low oxygen), excessive waterfowl excrement
Dissolved Oxygen	> 4 ppm	N/A	Leads to nutrient recycling from the sediments (phosphorus), may cause fish kill events, foul odors, etc.	Stratification, higher than normal biological oxygen demand
Temperature	< 4 degree difference	N/A	Often leads to low dissolved oxygen, nutrient recycling, and unbalanced ecosystems	Natural processes
Alkalinity	> 80 ppm	N/A	Drastic pH swings and an unhealthy ecosystem to grow sportfish populations	Low background levels
Conductivity	< 1,200 uS/cm	N/A	Fish kills for salt intolerant species, damage to turf through irrigation, change in algae community (golden algae)	Salt water intrusion, road salt runoff, excessive additions of reclaimed / effluent water
Hardness	50 - 150 ppm	N/A	Buildup of solid material in water systems and an unhealthy environment for fish populations	Leaching of soil and rocks
Turbidity	< 5 NTU	N/A	Loss of clarity in water and in extreme conditions fish kills	Sediment run-off, bottom sediment in suspension, algae blooms, etc.
Secchi Disk	> 4 feet	N/A	Loss of clarity in water	Sediment run-off, bottom sediment in suspension, algae blooms, etc.
pH reading	6.5 - 8.5	N/A	Unbalanced ecosystems and potentially fish kill events	Watershed run-off, pool discharges, algae blooms, etc.

^The above thresholds are general goals that have been determined by decades of lake management experience from our lake management team and a variety of peer reviewed journal studies.

SERVICES AGREEMENT

PROPERTY NAME: Heritage Bay CDD
CUSTOMER NAME: Heritage Bay CDD
SERVICE DESCRIPTION: **Annual Water Sampling**
EFFECTIVE DATE: September 2026
SUBMITTED TO: Mark Vaga
SUBMITTED BY: Matthew Drake - Project Manager

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.
4. PAYMENT. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of **One (1) year** (the "Initial Term"): Thereafter, this Agreement shall automatically renew under the



same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available



in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be



resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.



21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Heritage Bay CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

Enhanced Waterbody Assessment

1. Lake water samples will be taken at the surface and at the bottom of **Lakes 1, 6, 7, 12, 14, 17, 20, 22, 25, & 27, one (1) time per year in September.**
2. Samples will be tested for the following parameters:

(2) Total Nitrogen	(2) Ammonia
(2) Total Phosphorus	(1) Total Alkalinity
(1) Conductivity	(1) Turbidity
pH reading	Water Column Profile
Dissolved Oxygen	Temperature
3. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
4. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Water Wellness Check

1. Lake water samples will be taken at the surface of the **Lakes 28 & 29, One (1) time per year in September.**
2. Samples will be tested for the following parameters:

(1) Total Nitrogen	(1) Ammonia
(1) Total Phosphorus	(1) Total Alkalinity
(1) Conductivity	(1) Turbidity
pH reading	Water Column Profile
Dissolved Oxygen	Temperature
3. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
4. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Equipment:

1. Company will use the following equipment:

Secchi Disc	YSI
GPS	Van Dorn Water Sampler
pH	Water Sampling Kit
Pen	Depth Finder



General Qualifications:

2. Company is a licensed pesticide applicator in the state in which service is to be provided.
3. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
4. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
5. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
6. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
7. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$10,030**

From: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Sent: Sunday, January 25, 2026 11:04 AM
To: Peter Rietz <peter@rietzlawfirm.com>
Cc: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Subject: WEED MAPPING-Boulder Lake-Peter Rietz conversation-January 23,2026

Peter,

You have done a good job summarizing our conversation on January 23 and in particular your request that the Heritage Bay CDD allow Solitude Lake Management to conduct a "weed mapping" exercise in the entire Boulder Lake which obviously would encompass the majority of the lake owned and managed by the Heritage Bay CDD.

Note: I have elected to only include the portion of our discussion regarding the weed mapping; I don't want to get into a response on the other items as these need further discussion on our part.

Regarding your request for Solitude to conduct the weed mapping on our portion of Boulder Lake, please be advised that I appreciate you contacting me and requesting permission and based on this, I am *approving* this exercise by Solitude with the following provisos:

-this in no way will negate our previous, and long standing, agreement that the Heritage Bay CDD will only be responsible for the ongoing maintenance of the areas delineated by three white poles and one buoy at the west end of this lake.

-this understanding and acknowledgement by me is in no way an endorsement that the Quarry CDD you should consider utilizing Solitude for the entirety of all their lakes. This ultimately will be a decision by the Quarry CDD.

- finally, in regards to this statement, "there may be an interest in the Quarry subsidizing perhaps one additional cut per year within the "channel", this will require a discussion and complete understanding between both CDD's and I am in way endorsing this suggestion in this response.

I will be reviewing our discussion at our February 5 meeting but in the meantime, so as to permit you to move forward with the weed mapping, I am authorizing this within the limits I have identified above.

Good catching up with you and I always appreciate our frank and open discussions.

Ed Hubbard

Chairman-Heritage Bay CDD

UPDATED: DECEMBER 2025

KEY ITEMS FOR REVIEW AT FEBRUARY '26 MEETING

HERITAGE BAY CDD

HB7013- SPECIAL DISTRICTS PERFORMANCE MEASURES AND STANDARDS

-INFRASTRUCTURE AND FACILITIES MANAGEMENT'

This report, to be reviewed and maintained at all CDD meetings, will serve as the tool to be utilized to monitor performance of the CDD relative to adherence to the Florida Legislature HB 7013 requirements, as well as monitoring all requirements to remain in compliance with operation permit 11-02234-P. It is meant to depict past performance and accomplishments, ongoing maintenance requirements of the Heritage Bay CDD surface water management system as well as provide planning for future projects and initiatives.

A. PROJECTS AND ISSUES IDENTIFIED WITH COMPLETION AND STATUS UPDATES

GREEN-NO ACTION REQUIRED
YELLOW-ON WATCH LIST TO MONITOR
URGENT

DRAINAGE INSTALLATIONS

GOAL: 100% of all homes and buildings bordering CDD lakes to have drainage installed, if deemed required, per CDD guidelines

<u>ASSOCIATION #</u>	<u>BUILDING NUMBERS</u>	<u>NOTED ISSUES</u>	<u>URGENCY RATING</u>	<u>WORK COMPLETED (DATE)</u>	<u>PLANNED REMEDIATION</u>	
<u>TERRACES</u>	TERRACE 3 (lake 4)	10307 and 10313	Original drainage-pipes showing along bank Note: CDD to pay for lake bank rebuild	RED		NOTIFIED 12/10/25 ASSOCIATION APPROVED CSEI CONTRACT FOR DRAINAGE WORK-2026 work
	TERRACE 4 (lake 4)	10317	CDD to repair geo-tubing area Assoc. to pay portion of new drainage lines '->CDD pays portion of drainage lines	GREEN	Apr-25	CSEI completed work April 2025
<u>VERANDAS</u>	VERANDA 2 (lake 6)	10250, 10260, 10270 AND 10280	Drainage installed by Clean Cutt and pipes are not reinforced double-walled . Piping will likely deteriorae causing lake bank damage	RED		Association notified to plan on these repairs summer 2026 ->'Association mgmt. aware of this
	VERANDA 4 (lake 6)	10300 and 10312	Gutters to be installed and association to pay for new drainage lines. CDD to pay for lake bank rehabilitation	GREEN	APRIL '25	Gutter installation completed May '24 ->association to pay for drainage work CDD to rebuild lake bank behind 2 buildings CSEI complete work April 2025
	VERANDA 8 (lake 23)	EAST BUILDING #10074	Association to install gutter, two downspouts and Copeland to tie into new drainage lines. CDD to rebuild east bank plus drainage lines Cost sharing of new drain lines	GREEN	FEB '25	Gutter and downspout work completed December '24
				GREEN	MARCH '25	Approved November 7, 2024 CSEI installed 2 new drain lines up to lake bank 1/3 and will complete when bank rebuilt.
<u>COACH HOMES</u>	COACH 1 (9 buildings)		Association to pay for drainage installation per CDD guidelines (CSEI to perform) winter '26	GREEN	JAN '26	Association decision to proceed '-> no noted lake ban damage

LAKE MANAGEMENT ASSESSMENT
 -POTENTIAL PROJECTS AND/OR ITEMS FOR QUARTERLY WATCH LIST-

<u>DRAINAGE INSTALLATIONS (CONTINUED)</u>				<u>WORK COMPLETED</u>		
<u>SINGLE FAMILY</u>	LAKE 9	9 HOMES 10388 to 10424	No drainage installed for all homes	YELLOW		Continue to monitor status of lake bank
	LAKE 10	21 HOMES 10451 to 10365	No drainage installed for all homes -vertical erosion and washouts noted	YELLOW		Continue to monitor status of lake bank -not urgent based on reviews
	LAKE 11	10 homes 10460 to 10492	Drainage installed in 2012; single walled. Rip rap installed along entire bank.	GREEN		Continue to monitor status of drainage and lake bank
	LAKE 13	3 homes 10066 to 10074	Step erosion developing No drainage installed	GREEN		Continue to monitor status of drainage and lake bank
	LAKE 15	5 homes 10024 to 10044	Install drainage lines for all homes	GREEN	Apr-24	Note: bank restored summer '23
	LAKE 17	5 homes	Some drain lines installed but dead-end into catch basins above bank edge. -Showing signs of vertical erosion.	YELLOW		Continue to monitor status of drainage and lake bank
	LAKE 20	11 homes	Complete work in installing drain lines on all homes bordering lake Rebuild lake bank SW corner by home 10338	GREEN GREEN	Apr-24 May-'25 2024	Note: west bank restored summer '23 CSEI completed summer '25
	NOTE: ALL SINGLE FAMILY HOMES ON LAKE 20 COMPLETED 100%					
	LAKE 21	6 homes	No drainage installed. Bank showing signs of vertical erosion and washouts ->CDD to pay for new drainage and lake bank rebuild 2026	YELLOW	JAN '26	2026 Projects-CSEI quote reviewed and approved June 2025
<u>PARKING LOT</u>			Continue to monitor- to assess needed repairs -> Noted in 11/20/25 Field Inspection	YELLOW		CDD RESERVING \$30K PER YEAR

LANDSCAPING COMPANIES

Monitor status of existing catch basins throughout the community to ensure being trimmed of grass overgrowth

WASHOUT ISSUES ((as identified through ongoing field management reviews (quarterly) as well as ongoing observations))

LAKE 4	SE corner of lake by terrace 8	Washout observed September '24 as water is moving around the existing rip rap	GREEN	24-Jun	CSEI summer '24 remove stones, build up level of area, add a 48" drain with drainage lines and plant sod
LAKE 4	Cart Bridge Washout	Washout on both sides of north side of bridge ->CDD CONSIDER PAYING A PORTION OF CONCRETE WORK?	YELLOW		Club to add curbing on north side of path and install fill SUMMER 26
LAKE 19	Entire cart path area behind clubhouse	Club to cap off most areas along path which are allowing water flow washing out lake bank and add proper drainage and rebuild up the lake bank	GREEN	24-Jul	-New drainage installed along cart path to mitigate unforeseen water buildup on path
	Cart path behind gazebo	Significant lake bank washout due to runoff from cart path west of bridge	GREEN	25-Sep	Work completed summer '25
	SW concrete flume	Bank around entire flume showing significant washout	GREEN	24-Jun	CSEI to install proper "A" curbing to channel the water into the flume
	North lake bank of lagoon area	Bank showing signs of stress and failure.	YELLOW		Continue to monitor. Include in oak renovation in 2028? CDD EXPENSE??
LAKE 1	North end of lake 1	Entire length of cart path between pine 4 and 5 is showing signs of vertical erosion	GREEN	24-Dec	Club to utilize fill available from various projects and restore the 4:1 slope. '-planting grass will be TBD
LAKE 21	Entire east bank	Joint project with Club to remove existing grass plantings, bank to be re-established and golf course grass to be planted	GREEN	24-Aug	->CDD funds utilized
LAKE 2	Washout by cart path	Continue to monitor-bank washout at north side just west of pine 5 green	YELLOW		HOLD FOR GOLF COURSE RENOVATIONS
LAKE 6	Washout behind pool	Washout around existing rip rap.	YELLOW		Consider CSEI when working on veranda 2 drainage project-CDD expense- 2026?
LAKE 7	Bank washout behind club pool	Continued washout observed 7/16/25	GREEN	25-Sep	Irrigation head replaced- OK now
Lake 18	North end bank damage (9/30/24)	Bank continuing to show damage to lower area bank due to wind and wave action	YELLOW		CONTINUE TO MONITOR- HOLD FOR GOLF COURSE RENOVATIONS 2028
Lake 20	North rip-rapped bank	Showing signs of washouts at top of bank during high water events-above rip rap	YELLOW		CONTINUE TO OBSERVE DURING RAINY SEASON. ->CPH indicates it meets the design requirements

LAKE MANAGEMENT ASSESSMENT
-POTENTIAL PROJECTS AND/OR ITEMS FOR QUARTERLY WATCH LIST-

WASHOUT ISSUES (CONTINUED)

Lake 28	Step erosion north bank	YELLOW	Identified 11/24/24 FM review
Lake 29	L29/30A control struct. Small depression noted east side	YELLOW	Identified 11/24/24 FM review
Lake 13	Step erosion west bank Continue to monitor	YELLOW	Identified 11/24/24 FM review
Lake 4	Run off between terrace 7 and 8 buildings- washout developing	YELLOW	CSEI to add fill during summer '26 work. -> no charge to CDD/previous CSEI work
Lake 4	Run off between terrace 7 (2 buildings)-washout developing	YELLOW	Continue to monitor
Lake 4	Run off between terrace 5 and 4 buildings- washout developing	YELLOW	Continue to monitor-could complete as one project.
Lake 4	East end of lake bank by terrace 5-bank integrity is failing	YELLOW	
Lake 22	Southeast corner washout from cart path	GREEN	Sep-25 Club added new drain line and drain
Lake 27	SW Corner-step erosion developing//Identified 11/20/25 field review	YELLOW	Part of this area repaired by CSEI in past

CONTROL STRUCTURE

CS-102

Behind maint. facility

Ensure Club is maintaining this area free of excess debris and mowing the banks while ensuring the control structure is not covered.

GREEN

CI

-Banks re-established December '24

-likely an annual requirement
SOLitude is now spraying the weeds

MONITORING

CLUB PUMPING ACTIVITIES FROM RECHARGE WELLS

Lake 14: monitor use of sand bags when the club is pumping and ensure bags are removed during the rainy season.

RCP OUTFALL STRUCTURES

Monitor on a regular basis to ensure the large concrete structures are not being undermined which could cause catastrophic failure

-> CPH to conduct a complete review in 2026 when the water levels are the lowest

KEY INITIATIVES COMPLETED WITH FOLLOW-UP REQUIRED

<u>YEAR</u>	<u>INITIATIVE</u>	<u>POTENTIAL REPEAT DATE</u>	<u>COST</u>	<u>VENDOR</u>
2019	Physical inspection of storm structures (interconnects, curb inlets, grate inlets, junction boxes, mitered ends, outfall structures, and control structures) within CDD areas of responsibility and	10 years unless issue noted	\$38,350	M.R.I. Under Water Specialists, Inc.
2016	Bathymetric Analyses/Topographic Survey- 29 stormwater ponds			CPH
2019	Bathymetric and Vegetation Analyses- lakes 30A and 30B	NOT REQ'D.		Lakes and Wetlands
2018	Sediment and Muck Testing- 29 stormwater ponds			CPH

FIELD MANAGEMENT REVIEWS

-> QUARTERLY INSPECTION GUIDELINES

All quarterly inspections to be attended by one Supervisor as well as our District Manager and lakes management representative

->

- **Assessment of all rip rap areas to ensure free of grasses and debris.**
- **Assessment of littorals and recommended additional plantings.**
- **Assessment of lakes management company performance**
- **Review of all 11 control structures and note any issues.**
- **Review of all lake interconnects and note any issues.**
- **Identification of any golf course or common ground assets *causing damage to CDD infrastructure* .**
- **Identification of potential joint projects to be undertaken by the Club management with potential CDD funding.**
- **Identification of storm drainage issues (parking lots and roads) during storm events.**

-Note: potential for Supervisors to observe during and immediately after rain events

-To serve as a barometer as to how functioning and for the planning of future “Reserves-Stormwater System” expenditures

- **Identification of any homeowner issues causing potential damage to CDD infrastructure.**
- **Identification of any invasive plants including specific location.**
- **Pictures only utilized, if necessary, to make a statement.**

➤ **Reviews to include the following as noted in the addendum dated June 5, 2025**

->July: lakes 1-7

-> November: lakes 8-14

-> February: lakes 15-21

->April: lakes 22-29 (8 lakes)

LAKE MANAGEMENT ASSESSMENT
 -POTENTIAL PROJECTS AND/OR ITEMS FOR QUARTERLY WATCH LIST-

QUARTERLY FIELD SERVICE OBSERVATIONS WITH REQUIRED FOLLOWUP

	<u>DATE</u>	<u>OBSERVATION</u>	<u>NOTIFIED</u>	<u>STATUS</u>	<u>COMMENTS</u>
Q1-24	4/13/2024	Monitor club drainage installation at cart path behind clubhouse	OK	24-Aug	COMPLETED AUG 2024
	4/13/2024	Lake 17 brazilian pepper requires removal	OK	Completed	
Q2-24	7/9/2024	Lake 2 cart path washout		Monitor	Pine renovation 2030
	7/9/2024	Washout in lake 7 due to club backflushing of pool equipment	CLUB/ASSOC-	25-Sep	
	7/9/2024	Torpde grass must be controlled throughout the system and in areas of dense fluff	YES	ON-GOING	SOLITUDE AND CLUB MAINTAINING
	11/24/2024	Lake 30B-brazilian pepper on QCA proprty	REMOVED	25-Aug	Justin to notify QCDD
Q1-25	11/24/2024	Lake 5-brazilian pepper NE corner	SOLitude	OK	SOLitude to take care of
	Feb-25	Lake 21-erosion from home downspouts	CDD	YELLOW	Complete summer 2026
Q2-25	4/3/2025	Lake 22-erosion at SE corner-ongoing- Kevin notified 03/25	Club	25-Sep	CLUB ADDRESSED SEPT '25
	???	Lake 20/Pine 1; extensive step erosion mid-way down fairway	CDD/Club		HAVE CLUB ADDRESS SUMMER '26
		Lake 20/structure 10: install rip rap below end of RCP	CDD	YELLOW	REVIEW SUMMER '26 WITH CSEI
		Lake 21/Lions Bay Ct.: illicit pool discharge into catch basin	SFH's/CDD	OK	Letter issued May '25 regarding illigal pool discharges
		Lions Bay Ct/ western berm: illegal plantings (2)	SFH's/CDD	OK	SFH Board Pres. Notified; plants removed
	7/16/2025	Lake 12-eastern and SE bank erosion	CDD/Club	OK	Try to hold off until Pine renovation '30
		Lake 6-Hotwire Issues from new fiber installation	CLUB	OK	Resolved 8/6/25
		Lake 6-catch basins from drainage system-overgrown and garden debris	Veranda 4	OK	Met with Association Pres. 8/12/25
		Lake 18-erosion on SE bank	CLUB	OK	Hold off until renovaton '2028-fill added 08/2025
		Lake 30B-erosion is growing in size NE corner of shelf	CLUB	OK	Appears to be water running under cap-rock; creating a natural channel-OK
	11/20/2025	Lake 8/Cypress 12-SW Corner slight washout	CLUB	YELLOW	
		CDD Parking Lot-ongoing damage from multiple sources	CDD	YELLOW	
		Lake 27-SW corner -step erosion developing	CDD	YELLOW	CSEI did work in this area in the past Part of this area

LAKE MANAGEMENT ASSESSMENT
-POTENTIAL PROJECTS AND/OR ITEMS FOR QUARTERLY WATCH LIST-

PLANNED/ POTENTIAL PROJECTS FOR SUMMER 2026

<u>LAKE</u>	<u>LOCATION</u>	<u>EXPLANATION</u>	<u>VENDOR</u>	<u>COMMENTS</u>
4	Terrace 3	Installation of new drainage lines for buildings- 10307 and 10313 -> Association expense	Copeland	Letter issued to association May 4, 2025
		Rebuilld of lake bank behind both buildings -> CDD expense	Copeland	BOS approved May 1, 2025
6	Veranda 2	Association replacement of all drainage lines behind all 4 buildings- Assoc. expense -> Association has quote in hand	Copeland	Letter to association May 4, 2025 BOS approved May 1, 2025
21	Lions Bay Ct 6 Homes	CDD addition of new drainage lines and full lake bank restoration -> CDD expense	Copeland	\$29,175 BOS approved May 1, 2025 \$21,875
20	Lake 20/Pine 1	Broken concrete pipe by pine tees	CDD	\$9,975 CSEI to repair summer '26-OK July mtg.
23	Veranda 8-2 buildings	Rebuilld of lake bank behind both buildings -> CDD expense	Copeland	<u>\$30,475</u> Review and approve at June 5 meeting
TOTAL PLANNED CDD EXPENSE				\$132,075
			BUDGET	\$182,690
			FAVORABLE	\$50,615

PLANNED/ POTENTIAL PROJECTS FOR SUMMER 2027

Lake 20	Single family homes	Install drainage for 21 homes	CDD	Potential to install drainage and "touch up the bank; no major rebuild??? NOTE: 2022 quote: \$60,400
Lake 4	Terrace 5 lake bank	Rebuild lake bank plus drainage between terrace 6	CDD	Estimated feet of lake bank: 320' NOTE: lake 21 2026 work 280' at \$21,875

LAKE MANAGEMENT ASSESSMENT
 -POTENTIAL PROJECTS AND/OR ITEMS FOR QUARTERLY WATCH LIST-

POTENTIAL PROJECTS- 2028-2030 GOLF COURSE REBUILDS

<u>LAKE</u>	<u>LOCATION</u>	<u>EXPLANATION</u>	<u>VENDOR</u>	<u>COMMENTS</u>
2	SOUTH CART PATH	CART PATH CREATING WASHOUT		ASSESS DURING COURSE REBUILDS
VARIOUS	TBD	CLUB TO INSTALL NEW IRRIGATION WHICH IRRIGATES AWAY FROM THE LAKE BANKS		CURRENT IRRIGATION CREATING WASH-OUT SITUATIONS ON SOME LAKES
LAKE 30B	RIP RAPPED LAKE BANK APPROX 75 YARDS FROM MAIN TEE BOX	WHEN RIP RAP INSTALLED IN 2018 QE FOLLOWED THE EXISTING CONTOUR OF THE GOLF HOLE AND THEREFORE THIS AREA AND RIP RAP IS LOWER THAN THE ADJOINING RIP RAP-POTENTIALLY A WASHOUT AREA		ASSESS DURING COURSE REBUILDS
LAKE 4	CYPRESS #14 AND 15	ENTIRE LAKE BANK ALONG 2 HOLES INCLUDING BEHIND THE #15 GREEN		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
	CART BRIDGE WASHOUTS	NORTH SIDE-BOTH QUADRANTS	2030	Consider installing larger drain lines and catch
LAKE 6	CYPRESS #12	AREA AROUND #12 GREEN		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
LAKE 12	PINE #2	AREA ALONG THE TEE BOXES		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
LAKE 11	PINE #7	NORTH BANK ALONG CART PATH AND GREEN		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
LAKE 10	PINE #2	AREA AROUND AND BEHIND #2 GREEN		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
LAKE 10	Pine #3	BANK FROM MID-FAIRWAY TO GREEN-STEP EROSION		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
LAKE 16	CYPRESS #18	SEVERE DROP OFF FROM GREEN AREA AS WELL AS WASHOUTS FROM IRRIG ALONG BANK		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
LAKE 17	OAK #22	ENTIRE AREA BORDERING LAKE-CART PATH TO GREEN		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
Lake 18	South and north banksRebuild during oak renovation 2028			
LAKE 19	OAK #27	PROTECT LAKE BANK REBUILT BY CDD-TBD		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
	LAGOON NORTH BANK	REBUILD IN CONJUNCTION WITH OAK RENOVATION AND BULK HEAD WORK		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
LAKE 20	PINE #1	AREA AT EAST SIDE OF GREEN		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
		PROTECT LITTORAL SHELF AT SOUTH END		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
LAKE 12		EXTENSIVE EROSION EAST BANK-Irrigation issue		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN
VARIOUS	VARIOUS	CONSIDER THE INSTALLATION OF SMALL BERMS OR SWALES ALONG ALL LAKE BANKS SHOWING HISTORICAL OR TYPICAL WASHOUT SITUATIONS DUE TO THE CONTOUR OF THE GOLF COURSE FAIRWAYS		IDENTIFY CDD INVOLVEMENT-POTENTIAL DESIGN ->IDENTIFY SPECIFIC AREAS
VARIOUS	VARIOUS	CONSIDER THE INSTALLATION OF VARIOUS TYPES OF PLANTINGS ALONG LAKE BANKS TO HOLD BANKS IN PLACE. "BANK TOP ZONE" <i>NOTE: COULD EXPERIMENT IN 2025 TO TRY VARIOUS PLANTINGS</i>		EXAMPLES: BEACH SUNFLOWER, PINELAND LANTANA, RAILROAD VINE, SEA OATS, SUNSHINE MIMOSA, ETC.

LAKE MANAGEMENT ASSESSMENT
-POTENTIAL PROJECTS AND/OR ITEMS FOR QUARTERLY WATCH LIST-

From: [Edwin Hubbard](#)
To: [Swade, Janice](#)
Cc: [Edwin Hubbard](#)
Subject: Agenda item 7C 1-2/5/26 meeting-Fw: Public use of recreational lakes?
Date: Wednesday, December 31, 2025 11:46:39 AM
Attachments: [image001.png](#)

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Janice

Please include the entire string of emails so the board understands my entire discussion with Greg Urbancic.

Supervisors

I believe Greg and I have reached an agreement based on our current signage.

As you may recall, I pursued this with Greg based on recommendations from the board so as to determine if the current signage is adequate or additional signage is recommended. Lots of dialog here but as stated, we shall sit and observe next summer when the lakes are full and visitors tend to be present.

Ed

From: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Sent: Tuesday, November 18, 2025 11:34 AM
To: Greg Urbancic <gurbancic@cyklawfirm.com>
Subject: Re: Public use of recreational lakes?

Greg

Good summary and advice.

I will review with my board at our February meeting and am sure they will agree to sit tight and observe.

Do you have any issue with me including our email string in the agenda packets? Always want your approval. Ed

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From: Greg Urbancic <gurbancic@cyklawfirm.com>
Sent: Monday, November 17, 2025 11:01:02 AM
To: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Subject: RE: Public use of recreational lakes?

Ed-

In general, I think that with the fence and the signage we certainly have an argument about protecting the public from the outfall hazard. With that said, there is unfortunately no bright line, clear answers in the

tort world. If someone does go around the fence and get injured, there is still a good chance you sued as that is the nature of things in the world. But there is comparative negligence in Florida so that becomes a consideration. In other words, we argue that their negligence contributed to the situation and the court weighs responsibility. And, that is also why there are both insurance and the limited waiver of sovereign immunity. The later provides pretty good cover typically for a governmental entity like the district. In terms of other hazards at or near that location, which may be the canal, we should just continue to monitor and evaluate. That signage itself may not warn of that danger specifically. So, if we know people are going around and there are other dangerous conditions, we should evaluate whether any additional measures are needed or available.

Greg

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From: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Sent: Saturday, November 15, 2025 12:29 PM
To: Greg Urbancic <gurbancic@cyklawfirm.com>
Subject: Re: Public use of recreational lakes?

Hi Greg

I have copied and pasted one paragraph from your latest response to me. Good summation as always. Also, three pictures.

->In terms of the existing signage being enough, there is no clear legal answer on that unfortunately. If the signage does not warn of the hazard and if the hazard is not reasonably visible, it may not be of much help. Generally, posting warning signs is one component of fulfilling a property owner's duty of care, but it does not automatically shield the owner from liability. Florida law generally recognizes two distinct duties for property owners (including public entities): the duty to maintain the property in a reasonably safe

condition and the duty to warn of concealed dangers that are known or should be known to the owner.

Before we determine if we need to create a rule process to protect us further, please look at the attached pictures which shows our most recent signage and its proximity to the actual outfall structure and the area we are concerned with. Too many "visitors" climbing around the structure to get to the canal which feeds water from the recreational lake to this outfall structure. It seems to me that we are compliant as the signage does "warn of the hazard".

As to whether this signage is sufficient to enforce a trespassing issue is still up for debate.

Take care, Ed

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From: Greg Urbancic <gurbancic@cyklawfirm.com>
Sent: Friday, November 7, 2025 5:30:08 PM
To: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Subject: RE: Public use of recreational lakes?

Ed-

On the initial point, while I think you could post new signage, there could be a question without the rulemaking on enforcement. I suspect some governmental entities perhaps proceed without, but I think it would be a good idea if we want to have some comfort for enforcement purposes. And CCSO might want to see it ultimately if we asked them to enforce.

In terms of the existing signage being enough, there is no clear legal answer on that unfortunately. If the signage does not warn of the hazard and if the hazard is not reasonably visible, it may not be of much help. Generally, posting warning signs is one component of fulfilling a property owner's duty of care, but it does not automatically shield the owner from liability. Florida law generally recognizes two distinct duties for property owners (including public entities): the duty to maintain the property in a reasonably safe condition and the duty to warn of concealed dangers that are known or should be known to the owner.

If someone were injured and tried to sue the CDD it would likely be a negligence claim as to the referenced duties. Florida courts look at several factors in a negligence claim: was there a duty, was the duty breached, was the breach the proximate cause of the injury, and were there damages or injuries. Signage could potentially help the CDD avoid breaching a duty of care (presuming for the moment there is one), but there is no guarantee. These cases become fact and circumstances arguments by the litigators on these elements and courts look at the totality of the circumstances.

Remember that CDDs have limited waiver of sovereign immunity and carry insurance so both help provide some insulation from claims. (Note that there is once again a bill filed with the legislature to increase the levels of liability for governments) that will be in the next session starting soon.) Clearly you do not want to solely rely on that and will want to make sure you have a reasonably safe condition and/or reasonable signage. I think it is prudent to review and see if any additional signage or barriers are necessary.

Let me know if you want to jump on a call to discuss.

Greg

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From: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Sent: Thursday, November 6, 2025 2:31 PM
To: Greg Urbancic <gurbancic@cyklawfirm.com>
Subject: Re: Public use of recreational lakes?

Hi Greg

At today's CDD meeting I discussed our conversations regarding adding additional signage at our recreational lake outfall structure and you have cautioned us that since we really have no rule making process in place to enforce additional language (no trespassing , private property, etc.), we cannot simply post new signage.

The board is understanding of this cautionary approach and has asked me to run one more question by you before we decide to either proceed or just drop it and rely on the current signage which is warning folks that the area is dangerous and caution is recommended.

Our question is this. Does the current signage which warns folks of the inherent danger of being in and round the outfall structure sufficient to protect us if someone were to fall into the area adjoining this structure (rock walls, the canal which moves water from the lake to the control structure or even into the big lake)?

If this is sufficient, we are inclined, at least in the short term, to sit tight and take no additional actions.

Thanks as always, Ed

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From: Greg Urbancic <gurbancic@cyklawfirm.com>
Sent: Sunday, September 28, 2025 7:01 PM
To: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Subject: RE: Public use of recreational lakes?

Ed-

I think the challenge with posting “no trespassing” signs goes back to what we discussed in that there nothing necessarily backing the no trespassing demand. The property is not private (it would be public) so I would be a little reluctant to have that inclusion. So, without a rulemaking process to tailor a rule that considers hazard and public nature of the property, any sort of sign for “no trespassing” might be facially enough to keep certain people out but I do not think it would be enough to actually be enforceable and defensible without something more. I think the discussion goes back to what level we want to go and whether we want to create a legally enforceable and defensible situation. Let me know if you want to jump on another call.

Greg

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WITH OUR FIRM VIA TELEPHONE.

From: Edwin Hubbard <ehubbard@heritagebaycdd.com>

Sent: Tuesday, September 23, 2025 4:12 PM

To: Greg Urbancic <gurbancic@cyklawfirm.com>

Subject: Re: Public use of recreational lakes?

Greg

I met with our club GM, and he is willing to have a sign fabricated and posted in the area of this outfall. He recognizes the potential for an accident as well as he believes the club should be responsible for enforcing the "no trespassing area". We believe one sign should be sufficient; at least for starters.

He is suggesting a sign with the Heritage Bay logo, Private Property and No Trespassing.

What do you think? Would you add anything? Or eliminate anything? He also feels that there is no need to add Heritage Bay CDD to the sign; HB reference is sufficient and appropriate.

His security folks are to issue no trespassing certificates to any offenders and the second time anyone is caught in here will result in the notification of the sheriffs. There have been at least 3 such documents issued to date. We both recognize that the area along the front of our HB property is very porous, but the concentration of offenders is in the area of the outfall structure.

He very much supports our concerns and is willing to take immediate steps.

Thanks Greg, Ed

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From: Edwin Hubbard <ehubbard@heritagebaycdd.com>

Sent: Monday, September 22, 2025 4:11:02 PM

To: Greg Urbancic <gurbancic@cyklawfirm.com>

Subject: Re: Public use of recreational lakes?

Perfect. Shall I call you? Ed

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From: Greg Urbancic <gurbancic@cyklawfirm.com>

Sent: Monday, September 22, 2025 3:50:58 PM

To: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Subject: RE: Public use of recreational lakes?

Ed- Sounds good. How about 11?

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From: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Sent: Monday, September 22, 2025 2:58 PM
To: Greg Urbancic <gurbancic@cyklawfirm.com>
Subject: Re: Public use of recreational lakes?

Hi Greg,

I am pretty much open all day tomorrow. What time is best for you? Ed

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From: Greg Urbancic <gurbancic@cyklawfirm.com>
Sent: Monday, September 22, 2025 8:37:32 AM
To: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Subject: RE: Public use of recreational lakes?

Hi, Ed. I had a chance to review your email and give it some thought. Any chance you are available for a call tomorrow (Tuesday) or Thursday? Thanks!

Greg

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From: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Sent: Wednesday, September 17, 2025 1:59 PM
To: Greg Urbancic <gurbancic@cyklawfirm.com>
Subject: Public use of recreational lakes?

Hi Greg,

As I think you are aware, we posted two signs at our major outfall structure on our west recreational lake advising folks of the danger of entering the fenced off area. We did this to protect us in the event someone enters into this area and gets injured, or drowns.

Lately we have seen an increase of young kids entering this area and fishing beyond/inside of the fenced off area. Last night I observed a car which actually drove down the bike path and entered into this area. I have asked our club management to patrol this areas but in all reality, this process is not working; or is not likely to work.

I have spoken with Justin and advised him of our concerns and indicated that I would reach out to you to discuss these concerns and see if we can post a NO TRESPASSING sign which also would state VIOLATORS WILL BE.....(I would like this to as forceful as possible and as permitted by us. It seems to us that once we notify the sheriff's, as an example, word will get out and this will hopefully cease.

For some reason I am thinking that in as much as we have two "recreational lakes", we technically can't stop folks from entering the property and fishing from the shore. The Quarry obviously has the only sanctioned boating rights in here.

Please review my concerns and let me know your availability to talk directly.

Take care, Ed
239-248-4497

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Janice-please include my introduction/explanation in the February 5 agenda packet under section **8A**.

-->Please include the entire "Quarry Lakes and Docks Use Regulations" as well (as attached) including Peter Rietz's comments/updates.

Supervisors- please take the time to review the entire document as I believe two of you may have never seen this document before. Just a fyi basically.

--Per Peter Rietz request, this is a formality to review and approve any changes which the Quarry Community Association initiates. I concur that no changes have a significant or material difference to what we initially approved years ago (original doc approved 2019 with slight revisions 2023) as they pertain to the use of our two recreational lakes. **Please note sections II, III, IV, and VI as these apply most directly to the use of our two lakes.**

If you have any questions or concerns, we can of course discuss this at our meeting on 2/5.

Thanks, and as always, please no direct discussions or communications regarding this until we meet on 2/5. Ed

From: Peter Rietz <peter@rietzlawfirm.com>
Sent: Thursday, November 13, 2025 11:09 AM
To: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Cc: Tom Heaslip <tom.heaslip.quarry@gmail.com>; Mark Forster <mark4quarry@gmail.com>; Scott Garvin <scott.garvin@fsresidential.com>
Subject: FW: substantive changes to Lake Rules

Ed,

Hope things are well with you.

We wanted to let you know that we have rewritten and cleaned up the Recreational Lakes & Docks Use Regulations. The rewritten version was passed by the QCA Board on November 3, 2025. Pursuant to the Right of Use and Indemnification Agreement we are sending this to you as a courtesy even though we did not change anything within the categories that affect HB. Nonetheless, we would request that you put this on the agenda for your next CDD meeting and ask for approval at that time. Below is a summary of the changes, but mainly what we did was clean up and organize the Rules better.

Changed “Sticker” to “Decal” throughout the Rules;

- No foreign material may be added to the Recreational Lakes without specific permission from the Quarry CDD or HB CDD depending on Lake see XVIII. 3.;
- No boarding of stored Watercraft or docked Watercraft without permission of owner other than in an emergency see XXII. 10.;
- Cleaned up major repairs that are prohibited on site see XII 2.;
- Cleaned up language pertaining to Owner’s responsibilities during hurricane season see XIV 1.-5.;
- Decided on language allowing fishing from private docks and Common Areas yet prohibited fishing from Community Docks see XV 2.;
- Prohibited swimming yet allow being in the water for towed watersports see XXI.;
- Require leases of no less than a year to operate a Watercraft without the Owner present so long as insured with a current Decal see XXII 1.;
- Minimum age of 14 years old to operate a Watercraft which coincides with the rule on Golf carts and Florida Law for Jet Skis see V.;
- Cleaned up language relative to signage, advertisements, business notices on Docks and Watercraft prohibiting same see IV. 7.;
- Changed fishing rules to allow removal of fish to maintain a healthy fish habitat see XV. 1.

As I have stated most of what we did was eliminate extraneous or outdated language, organized with new headers and fixed grammar where needed.

Thanks for your attention to this.

Regards,



Peter W. Rietz

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THE QUARRY COMMUNITY ASSOCIATION, INC.
RECREATIONAL LAKES & DOCKS USE REGULATIONS

Owners of The Quarry enjoy access to the Recreational Lakes through home ownership. 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 Recreational Lakes & Docks.

I. Definitions

CC&R – Covenants, Conditions & Restrictions of the QCA.

Common Area - means the easements of the SFWMD Permit 11-02234-P shared by the three communities, which includes the Recreational Lakes.

Decal – Annual sticker issued by the QCA to be displayed on the port side of the Watercraft or vessel.

FWC - means Florida Fish and Wildlife Conservation Commission (or any successor agency).

Guest(s) - means family members, tenants, visitors, invitees, vendors, or guests of the Owner.

Heritage Bay CDD - means Heritage Bay Community Development District.

Heritage Bay HOA - means Heritage Bay Homeowners Association, Inc.

Heritage Bay UA - means Heritage Bay Umbrella Association, Inc.

No Wake Speed - means moving at the slowest speed possible while still maintaining headway and steerage.

Owner(s) - means an owner of a home within the QCA as defined in the CC&R.

PWC(s) - means personal watercraft, e.g. a jet ski.

QCA - means The Quarry Community Association, Inc. and includes all Owners 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.

QCA Board - means the Board of Directors of The Quarry Community Association, Inc. or its designee(s).

Quarry CDD - means Quarry Community Development District.

Recreational Lakes - means collectively Lake 30, and individually referred to as Stone Lake, Heritage Lake (30A) and Boulder Lake (30B).

Rules - means these Quarry Recreational Lakes & Docks Use Regulations.

USCG - means the United States Coast Guard.

Watercraft - means engine powered boat.

II. Hours of Operation

Watercraft may operate on the Recreational Lakes from one-half (½) hour after sunrise to one-half (½) hour after sunset, however towing watersports participants is only allowed until sunset. Proper navigational lighting is required on all Watercraft during times of low visibility, e.g. rain, fog, darkness, etc. No Wake operation with proper navigational lighting is allowed until 10:00 pm.

III. Permitted Watercraft

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

1. Watercraft 26 feet or less in length overall.
2. Canoes, paddleboats, stand-up paddleboards (SUPs), windsurfers, kayaks, sailboats and other non-powered vessels.

3. Use of seaplanes, airboats, houseboats, and elevated Watersports including but not limited to parasailing, hang gliding and kiteboarding is prohibited. (Wake foils and hydrofoils are allowed)
4. Owners shall be limited to two Watercraft and two PWCs with Decals in the water, moored, or on a lift at any given time.
5. Each Owner 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. Private docks are limited to mooring one (1) Watercraft and two (2) PWCs at any one time. Docks may store up to four (4) non-powered watercraft at any one time. Additional non-powered watercraft must be approved by the QCA.

IV. Regulations for Permitted Watercraft:

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

1. PWCs shall have four stroke cycle engines; all outboards will be four stroke engines or clean running two stroke engines, e.g. Evinrude E-TEC. All other engine exhaust of Watercraft will be through the water or have suitable sound dampening systems to reduce and maintain 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. The maximum permitted speed anywhere on the Recreational Lakes shall be forty (40) mph.
5. Drivers and Owners of Watercraft shall be solely responsible for the safe speed and handling of Watercraft.
6. Commercial use of the Recreational Lakes is prohibited including but not limited to ski school, wakeboard school, wake surf school, lessons, pulls for hire, training centers, independent fishing guides, or any activities for compensation. Owners are allowed to have a coach or guide on premise if Owner's Watercraft is used and no compensation is involved.
7. An Owner shall not display a sign, advertisement, business or notice of any type on Watercraft on the Common Area or in or upon the Owner's dock or Watercraft so as to be visible from the Common Area, another Lot, or any public way. Included in the foregoing prohibition are For Sale or For Rent signs.

V. Age of Drivers

No children under fourteen (14) years of age may drive Watercraft on the Recreational Lakes unless accompanied by an adult.

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

1. No Wake Speed must be observed within 150 feet of the shoreline for non-ballasted boats and 200 feet for ballasted boats on all Recreational Lakes and inside all inlets, channels, thoroughfares, and buoy lines. Proper use of the slalom course is excluded from this requirement.
2. 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 slalom ski use only. Jet skis (personal watercraft) are strictly prohibited from going into the slalom course.
3. Additional Idle Speed and No Wake Speed zones may be established by the QCA Board as necessary.
4. All Watercraft must operate at least 100 feet from other Watercraft and unpowered watercraft.
5. Ordinary courtesy and the "rules of the road" for safe boating operation must be followed.
6. Watercraft drivers are responsible for their wakes.

7. Ballasted boats engaged in wake surfing shall keep their asymmetrical wake (larger wake) toward the center of the lake.

VII. Water Quality

Litter, debris or other contaminants may not be deposited or discharged into the Recreational Lakes.

VIII. Docks

1. All new docks, canopies and covers are subject to Modification Committee approval. Specifications for docks to be constructed for Owners who have rights to construct such docks are subject to the QCA Modifications Committee approval. All docks will be constructed by licensed and insured contractors per Collier County Code.
2. No Watercraft shall be anchored or beached overnight on any portion of the Recreational Lakes. Owners may moor their own Watercraft at their private dock. Owners renting a slip at a Community Dock shall only use the Owner's designated slip for storing the Owner's owned Watercraft. No boats or trailers may be stored overnight on the street, in the boat launching area, on common areas or in a driveway. Any Watercraft or vessel 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 or vessel. 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.
3. Dock underwater lighting or under dock lighting is not permitted.
4. An Owner shall not permit anything to be done or to be kept on or in the Owner's dock or Watercraft which will: (i) increase the insurance rates on the Common Area or to the QCA; (ii) obstruct or interfere with the rights of other Owners or the QCA; or (iii) annoy other Owners through noise or otherwise. An Owner shall not commit or permit any nuisance, immoral or illegal act in their Watercraft, on the dock, in the Recreational Lakes or on the Common Area.
5. The Private and Community Docks shall be used solely and exclusively for Watercraft, PWC and sailboat mooring.
6. Owners and their Guests may fish from Private Docks. Fishing is not allowed from Community Docks.
7. The QCA retains the right but is not required to inspect and approve Watercraft to determine it is in seaworthy condition prior to being moored at the Community Docks.
8. No Owner 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 Owner shall keep or store any gear or equipment or other items on 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 to board Watercraft, provided such steps and ladders do not interfere with the use by other Owners 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 & 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. Owners with private docks that have electrical power are responsible for ensuring that the dock is properly grounded.

9. No improvement of any kind other than Modification Committee approved docks and canopies shall be erected, placed or altered on the Recreational Lakes by an Owner 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 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.

IX. Boat Registration and Insurance

1. Watercraft using the Recreational Lakes must be registered by written agreement with the QCA and must have a QCA Decal. Decals will be issued by the QCA to Owners for placement on the port side of the Watercraft owned by Owner. To obtain a Decal, the Owner 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 Decal is to be placed. Decals will not be issued for Watercraft that are not owned in the name of the actual Owner.

2. All Owners of a Watercraft, PWC or sailboat used on the Recreational Lakes shall carry liability insurance on their Watercraft, PWC or sailboat with minimum liability limits of \$1,000,000 per occurrence. Prior to obtaining an annual Decal, all Watercraft owners must sign the QCA's Registration Agreement and submit the insurance documents required by the Registration Agreement to the QCA. In addition, Owners shall submit a picture of their Watercraft, PWC or sailboat at time of registration to assist the QCA to identify watercraft not in compliance with these Rules.

X. Boat Equipment

All USCG regulations 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 personal flotation device ("PFD") and paddle are required on board. Children under the age of six (6) must wear a USCG approved Type I, II, III life jacket while the vessel is underway.

XI. Mooring

Owners are solely responsible for the proper mooring of their Watercraft and are required to maintain mooring lines in good condition and strong enough to secure their Watercraft at all times. Mooring lines can be temporarily left on the dock while the vessel is in use. Owners shall comply with any mooring rules or procedures issued by the QCA. If an Owner does not properly moor their Watercraft and the QCA must secure it, The QCA may charge such Owner for all associated costs. Metal chains or cables shall not be used for mooring a Watercraft.

XII. Parking and Maintenance of Watercraft Off Water

1. Parking or storage of vessels in driveways, common areas, other open areas of a Lot or in the street is not permitted at any time. As an exception, vessels may be cleaned or have minor maintenance performed in the Owner's driveway during the day between 8:00 am and 6:00 pm. No part of the vessel or trailer shall encroach upon any sidewalk or the street.

2. Major repairs requiring trailering of a Watercraft from the water or removal of major portions of the Watercraft including the engine is prohibited except where removal is necessitated by emergency conditions which have resulted or can result in the sinking of a Watercraft. Minor repairs, maintenance and cleaning shall be permitted so long as it is performed in a manner that does not disturb other Owners or 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.

XIII. Pets

An Owner is permitted to temporarily keep a domestic pet on their Watercraft or on their dock. No Owner shall board or otherwise permanently keep a domestic pet on a Watercraft or any portion of the Common Area. 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. 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. An Owner shall immediately pick up and remove any solid waste deposited by their pet. The Owner 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 Owners by barking or otherwise, the Owner of the pet must correct the problem, or if it is not corrected, the Owner, 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.

XIV. Hurricanes or Weather Event

1. During hurricanes and other high velocity wind threats, Owners shall follow all safety precautions issued or recommended by the National Hurricane Center, National Weather Service, USCG, Collier County, the QCA or any other agency.
2. If Owner's Watercraft or vessel sinks, the Owner must remove the sunken Watercraft or vessel from the Recreational Lakes immediately and, if not removed within three (3) days after the sinking, the QCA may (but shall not be obligated to) remove same and impose a benefit assessment for the cost of removal.
3. By operating a Watercraft in the Recreational Lakes, each Owner 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 XIV including, but not limited to, any expense or damage caused by exercise of its rights with regard to a Watercraft or a Guest of an Owner.
4. If an Owner plans to be absent during hurricane season (June through November), the Owner must: (i) prepare their dock and secure or remove, as appropriate, their Watercraft or vessel prior to their 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 their Watercraft is not removed, such Owner must: (ii) designate a responsible firm or individual to care for his or her dock and Watercraft or remove their 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 their 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.
5. The Owner shall be strictly liable for any and all damages caused to the Common Areas, dock(s), Watercraft(s) or property of other Owners caused by their boat, dock or otherwise at any time including but not limited to during hurricanes, wind events, or tornadoes. Notwithstanding anything contained herein to the contrary, the QCA Board may also levy sanctions if the Owner or Guests of the Owner fails to abide by the provisions of these Rules. Notwithstanding the right of the QCA to enforce the foregoing requirements, the QCA shall not be liable to any Owner or other person or entity for any damage to persons or property caused by an Owner's failure to comply with such requirements.

XV. Fishing

1. Fish may be removed from the Recreational Lakes in order to maintain a healthy fish habitat so long as approved by the QCA and FWC. Anyone fishing must be licensed to do so as required by the State of Florida.
2. Fishing from Watercraft in the Recreational Lakes is only permitted outside ski areas. Owners and Guests are permitted to fish off their private dock and QCA common areas. Fishing is not allowed from the Community Docks.

XVI. Watercraft Inspections

The QCA shall have the right to inspect any Watercraft in the Recreational Lakes to determine its seaworthiness, 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 or vessel from the Recreational Lakes which fails to comply with said regulations.

XVII. Dredging and Scuba Diving

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 Quarry CDD or Heritage Bay CDD as the owner of the applicable lake bottom to be dredged. Recreational scuba diving is not allowed.

XVIII. Refuse, Garbage, Fuel, and Oil

1. Each Owner shall regularly pick up all garbage, trash, refuse, rubbish or oil around their dock and no garbage, refuse, trash or rubbish shall be deposited except in trash cans as permitted by the QCA.
2. 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 an Owner in connection with the operation of their 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 Owner 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 Owner 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 Owner. 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 resulting from or arising out of the violation of any of the requirements of this paragraph by such Owner. 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.
3. No foreign materials may be introduced or added to the Recreational Lakes without specific permission from the Quarry CDD or Heritage Bay CDD.

XIX. Sanitation Equipment

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, the discharge and release of metal-based bottom paints associated with hull scraping, cleaning and painting.

XX. Storage of Equipment and Property

The QCA shall not be liable for loss of or damage to any property left or stored by an Owner or its Guests on a Watercraft, vessel or a dock, nor property of any other persons on the Watercraft or the Recreational Lakes. All Owners of a Watercraft and their Guests 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.

XXI. Swimming

Swimming in the Recreational Lakes is prohibited. Being in the water for the purpose of towed watersports is allowed.

XXII. Owners' Use

1. Only Watercraft properly registered to an Owner and those Watercraft owned and maintained by the QCA or its approved vendors are allowed on the Recreational Lakes except tenants with a lease having a term of one (1) year or longer may operate Watercraft without the Owner being present provided the Watercraft is registered with the QCA, is insured and has a current Decal.
2. 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 QCA.
3. 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.
4. Watercraft shall always 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 Owner 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.
5. No open fires shall be permitted on any Watercraft, dock, or anywhere within the Recreational Lakes.
6. Water levels in the channels leading into the Recreational Lakes may decline significantly at certain times. Owners and Guests assume all risks created by such fluctuations in water levels.
7. Haul outs or launching of Watercraft and PWCs will only be made from designated launch/ramp areas.
8. Watercraft shall not be anchored in the Recreational Lakes overnight but may be moored to docks overnight.
9. Watercraft shall not be used as overnight accommodations.

10. No boarding of Watercraft within the Recreational Lakes or stored in the boat yard shall be permitted without permission of the Owner or in the case of emergency in which the QCA can board the Watercraft.

XXIII. Leasing of Dock Space and Boat Storage Area

1. Community Docks and boat storage spaces will be available through the Registration and Rental program established by the QCA, which program may be modified at any time at the discretion of the QCA 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. Each year the QCA Board shall set the rental rates for all Community Docks and boat storage spaces, which 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 Owner 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 HOA office. An approval form must be displayed.
7. Watercraft, PWCs and/or trailers stored in the boat storage area must have a Decal affixed.

XXIV. Special Events on the Recreational Lakes

1. All events deviating from these Rules shall submit a written request 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.
2. Ski shows, towed water sports exhibitions and power boat racing are prohibited on the Recreational Lakes.

XXV. Invasive Species/Boat Cleaning

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 is available at the boat launch area.

XXVI. Enforcement

Any violation of these Rules, any unsafe boating practices and any commercial use of the Recreational Lakes (paragraph IV.6.) may result in sanctions being levied by the QCA Board which may include a fine and/or suspension of QCA amenities including lake use privileges.

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.

From: [Edwin Hubbard](#)
To: [Swade, Janice](#)
Cc: [Edwin Hubbard](#)
Subject: AGENDA ITEM 8B-2/5/26 MEETING-Fw: Crocker Terrace 3 quote
Date: Wednesday, December 31, 2025 11:22:08 AM
Attachments: [Est_652_from_Crocker_Land_Development_LLC_22172.pdf](#)

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Janice

Please include my comments along with the Crocker quote in the agenda packet under item **8B**.

Supervisors

This is the quote requested by the terrace 3 board in order to compare the quote from Copeland to another vendor. Vendor was recommended by Cambridge Management. While the terrace 3 board has elected to stay with Copeland, this does provide us with insight into another vendor and their processes utilized for *drainage installation*.

We will discuss in detail at our 2/5 meeting. Ed

From: MARK MOORHEAD <moorheadmjm@aol.com>
Sent: Wednesday, December 10, 2025 3:11 PM
To: Edwin Hubbard <ehubbard@heritagebaycdd.com>
Subject: Crocker Terrace 3 quote

Sent from my iPhone

Crocker Land Development, LLC.
 9780 Littleton Road
 North Fort Myers, FL 33903

Estimate

Date 11/7/2025
 Estimate # 653

Name / Address

Cambridge Property Management
 Mark Moorhead
 2335 Tamiami Trail N,
 Naples FL 34103

P.O. #
 Terms

Due Date 11/7/2025
 Other

Description	Qty	Rate	Total
Heritage Bay Terrace 3, 10307-10313 Lake Bank Project - 570 L.F. Scope of Work - Crocker Land Development (CLD) will start with inhauling clean fill to the approved landing area for parking machines and inhauling material near the lake on the south side of building 10307 Heritage Bay Blvd. We will then fill in all erosion from existing sod to 10ft wide behind building 10307 and 10313 which is 570 L.F. Once filled and compacted we will install coconut mat and pin down with 6 inch staples, then sod with freshly cut flortam sod 10 ft. wide once everything is sodded and landing area is restored CLD will water grass for 2 weeks or 10 days Monday thru Friday. The community agrees to water and care for the sod after the 2 weeks. CLD is not responsible if the sod dies once in the communities care. CLD will provide all material, equipment, fuel and labor needed to complete the project. Community agrees to locate irrigation heads and piping.		26,505.00	26,505.00
Please contact Devin Collier with any questions 239-747-3892		Subtotal	
		Sales Tax (0.0%)	
		Total	

Crocker Land Development, LLC.
 kelley@crockerlanddevelopment.com

239-229-8003
 239-997-5129

Crocker Land Development, LLC.
 9780 Littleton Road
 North Fort Myers, FL 33903

Estimate

Date 11/7/2025
 Estimate # 653

Name / Address

Cambridge Property Management
 Mark Moorhead
 2335 Tamiami Trail N,
 Naples FL 34103

P.O. #
 Terms

Due Date 11/7/2025
 Other

Description	Qty	Rate	Total
<p>This estimate does not include Engineering or Permit cost. They can be provided upon approval from owner if needed at an additional cost. If engineering is needed depending on engineered method or type of material could result in having to adjust the estimate.</p> <p>This estimate is based on using the parking lot just south of building 10307 Heritage Bay Blvd building 12 for parking and staging material. Dirt will be dumped in the grass near the lake to be out of the way of vehicles for parking lot.</p> <p>20% Deposit required prior to project commencement remaining balance due within 15 days of project completion/invoice date.</p> <p>Estimate good for 30 days.</p> <p>Date _____ Signature _____ -</p>			
<p>Please contact Devin Collier with any questions 239-747-3892</p>		<p>Subtotal</p> <p>Sales Tax (0.0%)</p> <p>Total</p>	<p>\$26,505.00</p> <p>\$0.00</p> <p>\$26,505.00</p>

Crocker Land Development, LLC.
 kelley@crockerlanddevelopment.com

239-229-8003
 239-997-5129

From: [Greg Urbancic](#)
To: [Vega, Mark](#); [Swade, Janice](#); [Ed Hubbard \(ehubbard@heritagebaycdd.com\)](mailto:ehubbard@heritagebaycdd.com)
Subject: FW: Heritage Bay CDD
Date: Thursday, January 22, 2026 11:29:24 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[Special District Qualifying.pdf](#)

This Message Is From an External Sender

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Ed/Janice/Mark-

Please see below from the Supervisor of Elections. Please let me know if you want me to confirm the seats up for election, or if you prefer to do so. Either way is fine. I just want to make sure we respond and confirm the proper seats. Thank you.

Greg

Gregory L. Urbancic
Attorney at Law

Coleman, Yovanovich & Koester, P.A.
The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
P: 239.435.3535 | F: 239.435.1218
gurbancic@cyklawfirm.com



Visit cyklawfirm.com to learn more about us.

Both Gregory L. Urbancic and Coleman, Yovanovich & Koester, P.A. intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Gregory L. Urbancic immediately at gurbancic@cyklawfirm.com or (239) 435-3535. Thank you.

FRAUD ALERT ---- PLEASE DO NOT WIRE ANY FUNDS TO OUR FIRM UNLESS YOU OR THE SENDING BANK HAVE VERIFIED THE WIRING INSTRUCTIONS DIRECTLY WITH OUR FIRM VIA TELEPHONE.

From: Minton, Madelyn <Madelyn.Minton@colliervotes.gov>
Sent: Thursday, January 22, 2026 9:54 AM
To: Greg Urbancic <gurbancic@cyklawfirm.com>
Subject: Heritage Bay CDD

Dear Mr. Urbancic,

The purpose of this letter is to provide important dates/deadlines related to the 2026 Election

Cycle, as well as inquire about anticipated elected seats for your special district. Per F.S.190.006(3), once a district qualifies, board members shall be elected by the qualified electors of the district at the general election in November. The 2026 General Election will be held on November 3, 2026. It is the Supervisor of Elections office’s responsibility to qualify candidates for ballot placement. Qualifying will take place (noon) June 8, 2026 – (noon) June 12, 2026. Our records indicate that the Heritage Bay CDD has seats 4 and 5 up for election in 2026. Please contact Madelyn Minton at 239-252-6216 or by email Madelyn.Minton@colliervotes.gov to confirm or amend this information.

Thank you,



Madelyn Harper Minton

Administrative Services Manager

Collier County Supervisor of Elections

 Madelyn.Minton@CollierVotes.gov

 **Main:** 239-252-VOTE (8683)

 CollierVotes.gov

 Rev Dr Martin Luther King Jr Building
3750 Enterprise Ave, Naples FL 34104

@CollierVotes | #CollierVotes

Florida has a very broad public records law. Written communications to or from public officials regarding public business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, this email and any that you sent that generated this response may be subject to public disclosure.

Qualifying Requirements for Independent Districts

Independent Districts include Fire, Mosquito Control, Soil and Water Conservation and Community Development Districts.

Qualifying Dates

Noon, Monday, June 8, 2026 – Noon, Friday, June 12, 2026

Notwithstanding the qualifying dates stated above, the qualifying office may accept and hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period, to be processed and filed during the qualifying period.

Qualifying Documents

The following items must be complete and received by the Supervisor of Elections no later than noon on the final day of qualifying:

1. Form DS-DE 9, Appointment of Campaign Treasurer and Designation of Campaign Depository (only required if accepting donations and making expenditures)
2. Form DS-DE 302NP, Candidate Oath – Nonpartisan Office
3. Form DS-DE 84, Statement of Candidate (only required if accepting donations and making expenditures)
4. Form 1, Statement of Financial Interests for the year 2025
5. Collier County Affidavit of Intent (only required if not accepting donations and making expenditures)
6. Soil and Water District Candidate Oath (only required if filing for Soil and Water District office)

Qualifying by Petition

- 2026 petition signature requirement for Independent Districts is 25

If you intend to qualify for office by petition, rather than paying the qualifying fee, you may begin circulating your petitions any time after filing your DS-DE 9. You must use the State form (DS-DE 104) for your petitions. The last date you may submit petitions for verification is noon, May 11. A payment of ten cents per petition submitted is charged for verification unless an oath of undue burden has been filed with the Supervisor of Elections.

AFFIDAVIT OF INTENT COLLIER COUNTY SPECIAL DISTRICT CANDIDATE

State of Florida
County of Collier

I, _____, a candidate for the special district office of:
(print name)

_____ in the General Election understand
(Office and Seat Number)

that my only campaign expense, from personal funds, shall be the \$25 candidate-qualifying-fee or the signature verification fee for candidates who qualify by submitting 25 valid candidate petition signatures.

I will not be required to: appoint a campaign treasurer, designate a campaign depository or file periodic campaign treasurer’s reports as required by Florida Statutes 99.061 or 106.07 and, therefore I am prohibited from collecting , soliciting, or accepting any money or contribution(s) in-kind, in connection with my campaign. I am also prohibited from making any expenditures on behalf of my candidacy.

In the event I later decide to collect, solicit, or accept any money or contribution(s) in-kind, or make any expenditure on behalf of my candidacy, I understand that I will be required to file Form DS-DE 9 (Appointment of Campaign Treasurer/Designation of Campaign Depository) with the Collier County Supervisor of Elections prior to such action. Upon filing form DS-DE 9 my campaign will then be subject to all provisions of Chapter 106 Florida Statutes including the requirement to file periodic campaign treasurer’s reports.

X _____
Signature of Candidate

Date

Address

Phone

City

Zip Code

email address

CANDIDATE OATH

NONPARTISAN OFFICE

(Do not use this form if a Judicial or School Board Candidate)
Check box **only** if you are seeking to qualify as a write-in candidate:

Write-in candidate

OFFICE USE ONLY

Candidate Oath

Name to appear on ballot: _____

Check box if two last names without hyphen. (Name cannot be changed after qualifying.)

Check box if name includes nickname. (For use of a nickname, you must complete the Nickname Affidavit on reverse side.)

I swear or affirm that I am a candidate for the nonpartisan office of _____, _____, _____,
(Office) (District #)

_____, _____; I am a qualified elector of _____ County, Florida.
(Circuit #) (Group or Seat #)

I am a qualified elector under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

Statement of Outstanding Fines, Fees, or Penalties

I owe outstanding fines, fees, or penalties, that cumulatively exceed \$250, for ethics or campaign finance violations (s. 99.021(1)(d), F.S.).

YES, I Do _____ NO, I Do Not _____

If you do, you must also specify the amount owed and each entity that levied the same on the reverse side.

X _____ ()
Signature of Candidate Telephone Number Email Address

Address of Legal Residence City State ZIP Code

STATE OF FLORIDA

COUNTY OF _____

Signature of Notary Public
Print, Type, or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of
online notarization OR physical presence

this _____ day of _____, 20____.

Personally Known OR Produced Identification

Type of Identification Produced: _____

Phonetic spelling for the audio ballot (not required for qualifying purposes): Print the name phonetically on the line below as you wish it to be pronounced on the audio ballot as may be used by persons with disabilities (see instructions on page 3 of this form):

Statement of Outstanding Fines, Fees or Penalties

Pursuant to Section 99.021(1)(d), F.S., each candidate, whether a party candidate, a candidate with no party affiliation, or a write-in candidate, shall, at the time of subscribing to the oath or affirmation, state in writing whether he or she owes any outstanding fines, fees, or penalties that cumulatively exceed \$250 for any violations of s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees under part III of chapter 112, any local ethics ordinance governing standards of conduct and disclosure requirements, or chapter 106.

Table with 2 columns: Amount, Entity. Multiple empty rows for data entry.

Affidavit of Nickname (Only required if using nickname for the ballot.)

My legal name is _____. I am over the age of eighteen (18) and the contents of this affidavit are true and correct.

My nickname is _____. I am generally known by this nickname or have used it as part of my legal name. I have not created the nickname to mislead voters. My nickname does not imply I am some other person, constitute a political slogan or otherwise associate me with a cause or issue, or that is obscene or profane.

Signature of Candidate: _____

STATE OF FLORIDA

COUNTY OF _____

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means

of online notarization [] OR physical presence []

this _____ day of _____, 20_____.

Personally Known [] OR Produced Identification []

Type of Identification Produced: _____

DO NOT SUBMIT THIS PAGE TO THE FILING OFFICER

Guide for Designating Phonetic Spelling of Candidate's Name for Audio Ballot

1. Use the tables below.
2. Use upper case for "stressed" syllables. Use lowercase for "unstressed" syllables.
3. Use dashes (-) to separate syllables.
4. Add any notes such as rhyming examples, silent letters, etc.

Vowels			
Stressed Vowel Sounds		Unstressed Vowel Sounds	
EE	(FEET) feet	uh	(SO-fuh) sofa (FING-guhr) finger
I	(FIT) fit		
E	(BED) bed		
A	(KAT) cat (KAD) cad		
AH	(FAH-thur) father (PAHR) par		
AH	(HAHT) hot (TAH-dee) toddy		
UH	(FUHJ) fudge (FLUHD) flood		
UH	(CHUHRCH) church		
AW	(FAWN) fawn	Certain Vowel Sounds with R	
U	(FUL) full	AHR	(PAHR) par
OO	(FOOD) food	ER	(PER) pair
OU	(FOUND) found	IR	(PIR) peer
O	(FO) foe	OR	(POR) pour
EI	(FEIT) fight	OOR	(POOR) poor
AI	(FAIT) fate	UHR	(PUHR) purr
OI	(FOIL) foil		
YOO	(FYOOR-ee-uhs) furious		

Consonants			
B	(BED) bed	R	(RED) red
D	(DET) debt	S	(SET) set
F	(FED) fed	T	(TEN) ten
G	(GET) get	V	(VET) vet
H	(HED) head	Y	(YET) yet
HW	(WHICH) which	W	(WICH) witch
J	(JUHG) jug	CH	(CHUCRCH) church
K	(KAD) cad	SH	(SHEEP) sheep
L	(LAIM) lame	TS	(ITS) its (PITS-feeld) Pittsfield
M	(MAT) mat	TH	(THEI) thigh
N	(NET) net	TH	(THEI) thy
NG	(SING-uhr) singer	ZH	(A-zuhr) azure (VI-zuhhn) vision
P	(PET) pet	Z	(GOODZ) goods(HUH-buhz-tuhn) Hubbardston

Examples of Phonetically Spelled Names	
NAME ON BALLOT	PRONOUNCED AS
Mishaud	mee-SHO ('d' is silent)
Jahn	HAHN (rhyme: fawn)
Beauprez	boo-PRAI (rhyme: hooray)
Maniscalco	man-uh-SKAL-ko
Tangipahoa	TAN-ji-pah-HO-uh
Monte	Mahn-TAI
Tanya	TAWN-yuh (not TAN)

DO NOT SUBMIT THIS PAGE TO THE FILING OFFICER

Filling out your Form 1 Statement of Financial Interests

Calendar Year 2025

If you are a new candidate or incumbent, you must fill out your Form 1 on the Florida Commission on Ethics website. Paper forms are no longer produced or accepted.

Directions and the portal may be found at:

<https://disclosure.floridaethics.gov/Account/Login>

**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 Thursday, November 6, 2025 at 9:00 a.m. at the Heritage Bay Clubhouse, located at 10154 Heritage Bay Boulevard, Naples, Florida 34120.

Present and constituting a quorum were:

Edwin Hubbard	Chairperson
F. Jack Arcurie	Vice Chairperson
Steven Bachenberg	Assistant Secretary
Allen Soucie	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Albert Lopez	District Engineer (<i>Remotely</i>)
Matthew Drake	SOLitude Lake Management
Mason Maher	SOLitude Lake Management
Bianca Miller	CPH (<i>Remotely</i>)
Various Residents	

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Faircloth called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Approval of Agenda

Mr. Hubbard requested that following three additional items be added:

- 4B – CPH Engineering Support Veranda II
- 4C – CPH Reorganization
- 5C – Lake 19 Tee, #27 Additional Beach Sunflower

There being no further amendments,

On MOTION by Mr. Arcurie seconded by Mr. Soucie, with all in favor, the agenda for the meeting was approved, as amended. (4-0)

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THIRD ORDER OF BUSINESS **Public Comments on Agenda Items**
There being no public comments, the next order of business followed.

FOURTH ORDER OF BUSINESS **Engineer’s Report**

A. September 2025 Water Test Results

Discussion ensued on the CPH water testing report. Comments were provided regarding management of the algae in the lakes by SOLitude. Mr. Soucie commented on the dissolved oxygen concerns. Mr. Lopez noted he would share the information with his team and get their feedback on the concerns.

B. CPH Engineering Support Veranda II

Mr. Lopez discussed potential costs from CPH for hourly observations for the drainage installation work with Veranda II.

C. CPH Reorganization

Mr. Lopez noted that Ms. Bianca Miller would be the main contact going forward.

FIFTH ORDER OF BUSINESS **SOLitude Lake Management**

A. Monthly Inspection & Service Reports

The reports were provided for review by the Board.

B. Stormwater System Observations and Recommendations

Supervisors discussed their observations with the lakes.

i. Control of Algae in Lakes

Mr. Drake provided comments on efforts to control issues in the lakes, specifically algae concerns. Mr. Drake noted SOLitude could provide a sample of their lake testing for the District.

SIXTH ORDER OF BUSINESS **Legal Update**

Mr. Hubbard discussed the signage for the Lake 30B outfall.

SEVENTH ORDER OF BUSINESS **Old Business**

A. Infrastructure & Facilities Management Report

Mr. Hubbard reviewed the report with the Board and discussed updates.

B. Discussion Regarding Water Testing Procedures

Mr. Soucie discussed his observations from the CPH water testing and will follow up with SOLitude.

C. CDD Parking Lot

78 Mr. Bachenberg provided comments on the parking lot with a handout. Mr. Hubbard noted
79 the damage to the lawn was completed by the Club and will be repaired at their expense.

80 **D. Potential Additional Signage at Lake 30B Outfall Structure**

81 The Board inquired if they were covered legally by the precautions the District has taken
82 regarding the potential safety concerns of the Outfall 30B structure. Mr. Hubbard agreed to discuss
83 the item further with Mr. Urbancic.

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85 **EIGHTH ORDER OF BUSINESS** **New Business**

86 **A. Next Field Service Review – November 13, 2025**

87 Mr. Faircloth noted that the next Field Inspection would be November 20, 2025,
88 rescheduled at the request of Mr. Arcurie.

89 **B. Audit Committee Selection Process**

- 90 **i. Appointment of Committee Members**
- 91 **ii. Establishment of RFP Evaluation Criteria**
- 92 **iii. Authorization to Proceed with RFP**

93 Mr. Faircloth discussed the Audit Committee selection process with the board.

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95 On MOTION by Mr. Arcurie, seconded by Mr. Hubbard, with all in
96 favor, Supervisors Arcurie, Bachenberg and Soucie were appointed
97 to serve as the Auditor Selection Committee, and staff was
98 authorized to proceed with the Audit RFP Process, setting the
99 requirement that the main Auditor rotate yearly within the firm
100 selected, and the Audit Selection Committee Meeting was scheduled
101 to be held Thursday, February 5, 2026 at 8:00 a.m. at the Heritage
102 Bay Clubhouse, located at 10154 Heritage Bay Boulevard, Naples,
103 Florida 34120. (4-0)

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106 **NINTH ORDER OF BUSINESS** **Manager’s Report**

107 **A. Approval of the Minutes of the September 4, 2025 Meeting**

108 There being no additions, corrections or deletions,

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110 On MOTION by Mr. Hubbard, seconded by Mr. Arcurie, with all in
111 favor, the Minutes of the September 4, 2025 Meeting were
112 approved. (4-0)

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114 **B. Acceptance of Financial Report as of September 30, 2025**

115 There being no comments or questions,

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On MOTION by Mr. Arcurie, seconded by Mr. Soucie, with all in favor, the Financial Report as of September 30, 2025 was accepted. (4-0)

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C. Motion to Assign Fund Balance

There being no comments or questions,

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On MOTION by Mr. Bachenberg, seconded by Mr. Soucie, with all in favor, the Motion to Assign Fund Balance was approved. (4-0)

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D. Presentation of Auditor General Documentation

Mr. Faircloth explained attempts by staff to ensure the Fiscal Year 2024 Audit documents were provided to the State as required within in the required timeframe as the Audit was completed on time, and noted that staff changes likely resulted in the Audit not being sent to both State agencies requiring the documentation and therefore, the reason for the notices received by the State.

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E. Review & Discussion of September 2025 District Manager’s Action Items Report

Mr. Faircloth reviewed action items with the Board.

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i. FY2025 Goals & Objectives Report

Mr. Faircloth discussed the FY2025 Goals & Objectives Report and requested guidance from the Board on how to complete open items on the report.

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On MOTION by Mr. Hubbard, seconded by Mr. Arcurie, with all in favor, the District Manager was authorized to provide a note on the Fiscal Year 2025 Report to explain why Goal 2.2 was not able to be met within the timeframe due to structures being under water at the time of the planned inspection, and that a proposal had been approved for the inspection to be performed in Fiscal Year 2026, to post the November 6, 2025 Agenda Package on the District's website, and to change Goal 3.2 going forward, removing the requirement to post the most recent financials on the District's website. (4-0)

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TENTH ORDER OF BUSINESS

Supervisor Comments

There being no Supervisor comments, the next order of business followed.

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ELEVENTH ORDER OF BUSINESS

Chairperson Comments

156 Mr. Hubbard commented on work being completed at Twin Eagles, Coach I drainage work,
157 and the District Engineer.

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159 **TWELFTH ORDER OF BUSINESS** **Audience Comments**
160 Audience members thanked the Board for the work they do on behalf of the community
161 and inquired about the bonds of the District.

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163 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**
164 There being no further business,

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166 On MOTION by Mr. Hubbard, seconded by Mr. Soucie, with all in
167 favor, the meeting was adjourned at 11:06 a.m. (4-0)

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Edwin Hubbard
Chairperson



*Heritage Bay
Community
Development
District*

Financial Report

December 31, 2025

CLEAR PARTNERSHIPS



HERITAGE BAY
Community Development District

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**Heritage Bay
Community Development District**

Financial Statements

(Unaudited)

December 31, 2025

Balance Sheet
December 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2018 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 1,639,908	\$ -	\$ 1,639,908
Cash with Fiscal Agent	-	152,891	152,891
Due From Other Funds	-	7,248	7,248
Investments:			
Money Market Account	253,777	-	253,777
Reserve Fund	-	386,044	386,044
Revenue Fund	-	1,812,668	1,812,668
TOTAL ASSETS	\$ 1,893,685	\$ 2,358,851	\$ 4,252,536
<u>LIABILITIES</u>			
Accounts Payable	\$ 3,358	\$ -	\$ 3,358
Due To Other Funds	7,248	-	7,248
TOTAL LIABILITIES	10,606	-	10,606
<u>FUND BALANCES</u>			
Restricted for:			
Debt Service	-	2,358,851	2,358,851
Assigned to:			
Operating Reserves	120,366	-	120,366
Reserves - Erosion Control	14,687	-	14,687
Reserves - Lakes	518,725	-	518,725
Reserves - Parking Lot	30,000	-	30,000
Reserves - Stormwater System	114,040	-	114,040
Unassigned:	1,085,261	-	1,085,261
TOTAL FUND BALANCES	\$ 1,883,079	\$ 2,358,851	\$ 4,241,930
TOTAL LIABILITIES & FUND BALANCES	\$ 1,893,685	\$ 2,358,851	\$ 4,252,536

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 49,717	\$ 12,429	\$ 16,876	\$ 4,447
Special Assmnts- Tax Collector	601,252	420,876	516,240	95,364
Special Assmnts- Reserves	31,250	21,875	26,829	4,954
Special Assmnts- Discounts	(25,300)	(17,710)	(21,606)	(3,896)
Other Miscellaneous Revenues	-	-	932	932
TOTAL REVENUES	656,919	437,470	539,271	101,801

EXPENDITURES

Administration

P/R-Board of Supervisors	9,181	2,295	800	1,495
FICA Taxes	698	174	61	113
ProfServ-Arbitrage Rebate	600	-	-	-
ProfServ-Dissemination Agent	1,500	375	375	-
ProfServ-Engineering	12,000	3,000	1,498	1,502
ProfServ-Legal Services	11,500	2,875	593	2,282
ProfServ-Mgmt Consulting	55,250	13,812	13,812	-
ProfServ-Property Appraiser	8,306	8,306	8,306	-
ProfServ-Special Assessment	7,881	7,881	7,881	-
ProfServ-Trustee Fees	7,175	7,175	2,441	4,734
ProfServ-Web Site Maintenance	1,313	328	328	-
Auditing Services	4,400	-	-	-
Website Compliance	1,553	388	-	388
Postage and Freight	1,500	375	1	374
Insurance - General Liability	10,361	10,361	9,697	664
Printing and Binding	2,500	625	-	625
Misc-Bank Charges	100	25	21	4
Misc-Assessment Collection Cost	12,025	5,909	10,428	(4,519)
Misc-Web Hosting	2,000	500	986	(486)
Office Supplies	1,100	275	270	5
Annual District Filing Fee	175	175	175	-
Total Administration	151,118	64,854	57,673	7,181

Field

ProfServ-Field Management	5,107	1,277	1,277	-
R&M-Contingency	100	100	-	100
Total Field	5,207	1,377	1,277	100

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Lakes and Ponds</u>				
Contracts-Lake and Wetland	71,200	17,800	16,800	1,000
Contracts-Water Analysis	9,861	2,465	-	2,465
Contracts-Water Quality	20,905	5,226	9,682	(4,456)
Contracts-Lakes 30A & 30B	24,000	6,000	6,000	-
Contract-Sediment Testing	5,483	1,371	-	1,371
R&M-Aquascaping	9,000	2,250	2,280	(30)
R&M-Stormwater System	4,000	1,000	-	1,000
R&M-Lake Erosion	170,515	42,629	-	42,629
R&M-Contingency	8,175	2,044	-	2,044
Reserve - Lakes	157,000	-	-	-
Reserve-Stormwater System	18,455	-	-	-
Total Lakes and Ponds	498,594	80,785	34,762	46,023
TOTAL EXPENDITURES	654,919	147,016	93,712	53,304
Excess (deficiency) of revenues				
Over (under) expenditures	2,000	290,454	445,559	155,105
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	2,000	-	-	-
TOTAL FINANCING SOURCES (USES)	2,000	-	-	-
Net change in fund balance	\$ 2,000	\$ 290,454	\$ 445,559	\$ 155,105
FUND BALANCE, BEGINNING (OCT 1, 2025)	1,437,566	1,437,566	1,437,566	
FUND BALANCE, ENDING	\$ 1,439,566	\$ 1,728,020	\$ 1,883,125	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 10,731	\$ 10,731
Special Assmnts- Tax Collector	1,689,155	1,507,977	1,450,323	(57,654)
Special Assmnts- Discounts	(67,566)	(41,141)	(57,701)	(16,560)
TOTAL REVENUES	1,621,589	1,466,836	1,403,353	(63,483)
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Property Appraiser	25,337	10,660	10,660	-
Misc-Assessment Collection Cost	33,783	23,811	27,850	(4,039)
Total Administration	59,120	34,471	38,510	(4,039)
<u>Debt Service</u>				
Principal Debt Retirement	1,175,000	-	-	-
Principal Prepayments	-	-	10,000	(10,000)
Interest Expense	395,094	197,547	197,097	450
Total Debt Service	1,570,094	197,547	207,097	(9,550)
TOTAL EXPENDITURES	1,629,214	232,018	245,607	(13,589)
Excess (deficiency) of revenues Over (under) expenditures	(7,625)	1,234,818	1,157,746	(77,072)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(7,625)	-	-	-
TOTAL FINANCING SOURCES (USES)	(7,625)	-	-	-
Net change in fund balance	\$ (7,625)	\$ 1,234,818	\$ 1,157,746	\$ (77,072)
FUND BALANCE, BEGINNING (OCT 1, 2025)	1,201,236	1,201,236	1,201,236	
FUND BALANCE, ENDING	\$ 1,193,611	\$ 2,436,054	\$ 2,358,982	

Heritage Bay Community Development District
 Expenditure Report - General Fund
 For the Period(s) from Oct 01, 2025 to Dec 31, 2025
 (Sorted by Department)

Posting Date	Account #	Document #	Trans. Type	Vendor Name	Description	Amount
DEPARTMENT NAME: LEGISLATIVE						
Account Name: P/R-Board of Supervisors						
11/12/25	511001-51101-5000	PAYR016			ADP Wages ADP JournalEntry 11/12/2025	800.00
						YTD Total 800.00
						Annual Budget \$9,181.00
						Amount Remaining / (Budget overage) \$8,381.00
						% of Budget 8.7%
Account Name: FICA Taxes						
11/12/25	521001-51101-5000	PAYR016	JE		ER FICA ADP JournalEntry 11/12/2025	61.20
						YTD Total 61.20
						Annual Budget \$698.00
						Amount Remaining / (Budget overage) \$636.80
						% of Budget 8.8%
						Legislative Department Total: \$861.20
DEPARTMENT NAME: EXECUTIVE						
Account Name: ProfServ-Mgmt Consulting						
10/08/25	531027-51201-5000	160706	VENDOR	INFRAMARK LLC	10/8/25 Inframark - October 2025	4,604.16
11/11/25	531027-51201-5000	163476	VENDOR	INFRAMARK LLC	11/11/25 Inframark - November 2025	4,604.16
12/02/25	531027-51201-5000	165602	VENDOR	INFRAMARK LLC	12/1/25 Inframark - December 2025	4,604.17
						YTD Total 13,812.49
						Annual Budget \$55,250.00
						Amount Remaining / (Budget overage) \$41,437.51
						% of Budget 25.0%
						Executive Department Total: \$13,812.49
DEPARTMENT NAME: FINANCIAL AND ADMINISTRATIVE						
Account Name: ProfServ-Arbitrage Rebate						
						YTD Total -
						Annual Budget \$600.00
						Amount Remaining / (Budget overage) \$600.00
						% of Budget 0.0%
Account Name: ProfServ-Dissemination Agent						
10/08/25	531012-51301-5000	160706	VENDOR	INFRAMARK LLC	10/8/25 Inframark - October 2025	125.00
11/11/25	531012-51301-5000	163476	VENDOR	INFRAMARK LLC	11/11/25 Inframark - November 2025	125.00
12/02/25	531012-51301-5000	165602	VENDOR	INFRAMARK LLC	12/1/25 Inframark - December 2025	125.00
						YTD Total 375.00
						Annual Budget \$1,500.00
						Amount Remaining / (Budget overage) \$1,125.00
						% of Budget 25.0%
Account Name: ProfServ-Property Appraiser						
10/17/25	531035-51301-5000	100125-	VENDOR	COLLIER CTY PROPERTY	10/1/25 Collier County Property Appraiser - FY2025-2026 billing	8,306.00
						YTD Total 8,306.00
						Annual Budget \$8,306.00
						Amount Remaining / (Budget overage) \$0.00
						% of Budget 100.0%
Account Name: ProfServ-Special Assessment						
12/02/25	531038-51301-5000	165602	VENDOR	INFRAMARK LLC	12/1/25 Inframark - December 2025	7,881.00
						YTD Total 7,881.00
						Annual Budget \$7,881.00
						Amount Remaining / (Budget overage) \$0.00
						% of Budget 100.0%
Account Name: ProfServ-Trustee Fees						
10/01/25	531045-51301-5000	JE002020	JE		R/C US Bank Trustee Fees 10/1/25-4/30/26	2,441.33
						YTD Total 2,441.33
						Annual Budget \$7,175.00
						Amount Remaining / (Budget overage) \$4,733.67
						% of Budget 34.0%
Account Name: ProfServ-Web Site Maintenance						
10/08/25	531094-51301-5000	160706	VENDOR	INFRAMARK LLC	10/8/25 Inframark - October 2025	109.42
11/11/25	531094-51301-5000	163476	VENDOR	INFRAMARK LLC	11/11/25 Inframark - November 2025	109.42
12/02/25	531094-51301-5000	165602	VENDOR	INFRAMARK LLC	12/1/25 Inframark - December 2025	109.42
						YTD Total 328.26
						Annual Budget \$1,313.00
						Amount Remaining / (Budget overage) \$984.74
						% of Budget 25.0%
Account Name: Postage and Freight						
12/01/25	541006-51301-5000	164540	VENDOR	INFRAMARK LLC	October 2025	0.74
						YTD Total 0.74
						Annual Budget \$1,500.00
						Amount Remaining / (Budget overage) \$1,499.26
						% of Budget 0.0%
Account Name: Insurance - General Liability						
10/02/25	545002-51301-5000	22212000	VENDOR	RISK MANAGEMENT ASSOCIATES, INC	10/1/25 Brown & Brown - Policy #PK FL1 0114805 25-21 10/01/2025-10/01/2026	9,697.00
						YTD Total 9,697.00
						Annual Budget \$10,361.00
						Amount Remaining / (Budget overage) \$664.00
						% of Budget 93.6%
Account Name: Misc-Bank Charges						
10/06/25	549009-51301-5000	JE002015	JE		ADP Payroll Fees	20.80
						YTD Total 20.80
						Annual Budget \$100.00
						Amount Remaining / (Budget overage) \$79.20
						% of Budget 20.8%

Heritage Bay Community Development District
 Expenditure Report - General Fund
 For the Period(s) from Oct 01, 2025 to Dec 31, 2025
 (Sorted by Department)

Posting Date	Account #	Document #	Trans. Type	Vendor Name	Description	Amount
Account Name: Misc-Assessment Collection Cost						
10/28/25	549070-51301-5000		TAX COLL	JE	COLLIER CTY TAX COLLECTIONS FY25-26	81.03
11/06/25	549070-51301-5000		TAX COLL	JE	COLLIER CTY TAX COLLECTIONS FY25-26	118.68
11/13/25	549070-51301-5000		TAX COLL	JE	COLLIER CTY TAX COLLECTIONS FY25-26	1,427.42
11/19/25	549070-51301-5000		TAX COLL	JE	COLLIER CTY TAX COLLECTIONS FY25-26	1,902.54
11/26/25	549070-51301-5000		TAX COLL	JE	COLLIER CTY TAX COLLECTIONS FY25-26	1,613.36
12/05/25	549070-51301-5000		TAX COLL	JE	COLLIER CTY TAX COLLECTIONS FY25-26	4,116.93
12/15/25	549070-51301-5000		TAX COLL	JE	COLLIER CTY TAX COLLECTIONS FY25-26	857.43
12/19/25	549070-51301-5000		TAX COLL	JE	COLLIER CTY TAX COLLECTIONS FY25-26	310.93
YTD Total						10,428.32
Annual Budget						\$12,025.00
<i>Amount Remaining / (Budget overage)</i>						\$1,596.68
<i>% of Budget</i>						86.7%
Account Name: Misc-Web Hosting						
10/23/25	549915-51301-5000	INV-SN-1085	VENDOR	INNERSYNC, LTD	10/22/25 Innersync - Quarterly Service	388.13
12/01/25	549915-51301-5000	JE002034	JE		R/C INFRAMARK LLC October 2025	60.00
12/22/25	549915-51301-5000	166687	VENDOR	INFRAMARK LLC	12/22/25 Inframark - Email renewal	537.37
YTD Total						985.50
Annual Budget						\$2,000.00
<i>Amount Remaining / (Budget overage)</i>						\$1,014.50
<i>% of Budget</i>						49.3%
Account Name: Office Supplies						
10/08/25	551002-51301-5000	160706	VENDOR	INFRAMARK LLC	10/8/25 Inframark - October 2025	90.00
11/11/25	551002-51301-5000	163476	VENDOR	INFRAMARK LLC	11/11/25 Inframark - November 2025	90.00
12/02/25	551002-51301-5000	165602	VENDOR	INFRAMARK LLC	12/1/25 Inframark - December 2025	90.00
YTD Total						270.00
Annual Budget						\$1,100.00
<i>Amount Remaining / (Budget overage)</i>						\$830.00
<i>% of Budget</i>						24.5%
Account Name: Annual District Filing Fee						
10/08/25	554007-51301-5000	92952	VENDOR	FLORIDA COMMERCE	ANNUAL FILING FEE	175.00
YTD Total						175.00
Annual Budget						\$175.00
<i>Amount Remaining / (Budget overage)</i>						\$0.00
<i>% of Budget</i>						100.0%
Financial And Administrative Department Total:						\$40,908.95
DEPARTMENT NAME: LEGAL COUNSEL						
Account Name: ProfServ-Legal Services						
12/02/25	531023-51401-5000	122	VENDOR	COLEMAN, YOYANOVICH & KOESTER, P.A.	11/19/25 CYK - Services through 11/19/25	158.00
12/08/25	531023-51401-5000	123	VENDOR	COLEMAN, YOYANOVICH & KOESTER, P.A.	12/8/25 CYK - Services through 12/8/25	434.50
YTD Total						592.50
Annual Budget						\$11,500.00
<i>Amount Remaining / (Budget overage)</i>						\$10,907.50
<i>% of Budget</i>						5.2%
Legal Counsel Department Total:						\$592.50
DEPARTMENT NAME: COMPREHENSIVE PLANNING						
Account Name: ProfServ-Engineering						
10/30/25	531013-51501-5000	171939	VENDOR	CPH, LLC	10/24/25 CPH - services through 10/17/25	667.50
12/03/25	531013-51501-5000	172519	VENDOR	CPH, LLC	11/21/25 CPH - Services through 11/14/25	350.00
12/30/25	531013-51501-5000	JE002033	JE		R/C CPH LLC 12/12/25 Services through 12/05/2025	480.00
YTD Total						1,497.50
Annual Budget						\$12,000.00
<i>Amount Remaining / (Budget overage)</i>						\$10,502.50
<i>% of Budget</i>						12.5%
Comprehensive Planning Department Total:						\$1,497.50
DEPARTMENT NAME: FIELD						
Account Name: ProfServ-Field Management						
10/08/25	531016-53901-5000	160706	VENDOR	INFRAMARK LLC	10/8/25 Inframark - October 2025	425.58
11/11/25	531016-53901-5000	163476	VENDOR	INFRAMARK LLC	11/11/25 Inframark - November 2025	425.58
12/02/25	531016-53901-5000	165602	VENDOR	INFRAMARK LLC	12/1/25 Inframark - December 2025	425.58
YTD Total						1,276.74
Annual Budget						\$5,107.00
<i>Amount Remaining / (Budget overage)</i>						\$3,830.26
<i>% of Budget</i>						25.0%
Field Department Total:						\$1,276.74
DEPARTMENT NAME: LAKES AND PONDS						
Account Name: Contracts-Lake and Wetland						
10/02/25	534021-53917-5000	PSI211337	VENDOR	SOLITUDE LAKE MANAGEMENT LLC	10/2/25 SOLitude - October 2025	5,600.00
11/02/25	534021-53917-5000	PSI218337	VENDOR	SOLITUDE LAKE MANAGEMENT LLC	11/2/25 SOLitude - November 2025	5,600.00
12/02/25	534021-53917-5000	PSI225228	VENDOR	SOLITUDE LAKE MANAGEMENT LLC	12/1/25 SOLitude - December 2025	5,600.00
YTD Total						16,800.00
Annual Budget						\$71,200.00
<i>Amount Remaining / (Budget overage)</i>						\$54,400.00
<i>% of Budget</i>						23.6%
Account Name: Contracts-Water Quality						
10/30/25	534048-53917-5000	171743	VENDOR	CPH, LLC	10/24/25 CPH - Water Quality Monitoring September 2025	9,682.00
YTD Total						9,682.00
Annual Budget						\$20,905.00
<i>Amount Remaining / (Budget overage)</i>						\$11,223.00
<i>% of Budget</i>						46.3%

Heritage Bay Community Development District
 Expenditure Report - General Fund
 For the Period(s) from Oct 01, 2025 to Dec 31, 2025
 (Sorted by Department)

Posting Date	Account #	Document #	Trans. Type	Vendor Name	Description	Amount
Account Name: Contracts-Lakes 30A & 30B						
10/02/25	534166-53917-5000	PSI211337	VENDOR	SOLITUDE LAKE MANAGEMENT LLC	10/2/25 SOLitude - October 2025	2,000.00
11/02/25	534166-53917-5000	PSI218337	VENDOR	SOLITUDE LAKE MANAGEMENT LLC	11/2/25 SOLitude - November 2025	2,000.00
12/02/25	534166-53917-5000	PSI225228	VENDOR	SOLITUDE LAKE MANAGEMENT LLC	12/1/25 SOLitude - December 2025	2,000.00
						YTD Total
						6,000.00
						Annual Budget
						\$24,000.00
						<i>Amount Remaining / (Budget overage)</i>
						\$18,000.00
						<i>% of Budget</i>
						25.0%
Account Name: R&M-Aquascaping						
12/02/25	546006-53917-5000	PSI226620	VENDOR	SOLITUDE LAKE MANAGEMENT LLC	12/2/25 SOLitude - Littoral Planting Lake 19	2,280.00
						YTD Total
						2,280.00
						Annual Budget
						\$9,000.00
						<i>Amount Remaining / (Budget overage)</i>
						\$6,720.00
						<i>% of Budget</i>
						25.3%
						Lakes And Ponds Department Total:
						\$34,762.00
						TOTAL EXPENDITURES & OTHER FINANCING USES:
						\$ 93,711.38

**Heritage Bay
Community Development District**

Supporting Schedules

December 31, 2025

**Non-Ad Valorem Special Assessments - Collier County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2026**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION BY FUND		
					General Fund	Reserve Assmnts	Debt Service Fund
Assessments Levied FY2026				\$ 2,321,657	\$ 601,252	\$ 31,250	\$ 1,689,155
Allocation %				100%	26%	1%	73%
11/06/25	\$ 14,574	\$ 769	\$ 297	\$ 15,641	\$ 4,051	\$ 211	\$ 11,380
11/06/25	21,346	908	436	22,690	5,876	305	16,508
11/13/25	256,734	10,915	5,239	272,889	70,671	3,673	198,544
11/19/25	342,189	14,549	6,983	363,721	94,195	4,896	264,630
11/26/25	290,177	12,337	5,922	308,437	79,878	4,152	224,408
12/05/25	740,648	31,482	15,112	787,242	203,876	10,596	572,769
12/15/25	154,217	6,238	3,147	163,603	42,369	2,202	119,032
12/19/25	55,923	2,109	1,141	59,174	15,325	796	43,053
TOTAL	\$ 1,875,809	\$ 79,308	\$ 38,278	\$ 1,993,395	\$ 516,240	\$ 26,829	\$ 1,450,323
% COLLECTED					86%	86%	86%
TOTAL OUTSTANDING					328,262	85,012	4,421

HERITAGE BAY
Community Development District

Cash & Investment Report
12/31/2025

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Operating Checking	Valley National Bank	3.84%	\$1,639,908
Money Market Account	BankUnited	3.40%	<u>253,777</u>
		Subtotal	<u>\$1,893,685</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2018 Reserve Fund	U.S. Bank	3.38%	386,044
Series 2018 Revenue Fund	U.S. Bank	3.38%	<u>1,812,668</u>
		Subtotal	<u>2,198,713</u>
		Total	<u><u>\$4,092,398</u></u>

Bank Account Statement

Heritage Bay CDD

Bank Account No. 9050
Statement No. 12-25

Statement Date 12/31/2025

G/L Account No. 101003 Balance	1,639,908.29	Statement Balance	1,793,391.77
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	1,793,391.77
Subtotal	1,639,908.29	Outstanding Checks	-153,483.48
Negative Adjustments	0.00		
		Ending Balance	1,639,908.29
Ending G/L Balance	1,639,908.29		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Outstanding Checks							
12/23/2025	Payment	4324	COLEMAN, YOVANOVICH & KOESTER, P.A.	Payment of Invoice 002759			-158.00
12/23/2025	Payment	4325	COLEMAN, YOVANOVICH & KOESTER, P.A.	Payment of Invoice 002763			-434.50
12/23/2025	Payment	4328	HERITAGE BAY C/O US BANK	Payment of Invoice 002765			-152,890.98
Total Outstanding Checks							-153,483.48

HERITAGE BAY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 12/01/2025 to 12/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001

CHECK # 100087

001	12/16/25	INFRAMARK LLC	165602	12/1/25 Inframark - December 2025	ProfServ-Mgmt Consulting	531027-51201	\$4,604.17
001	12/16/25	INFRAMARK LLC	165602	12/1/25 Inframark - December 2025	ProfServ-Dissemination Agent	531012-51301	\$125.00
001	12/16/25	INFRAMARK LLC	165602	12/1/25 Inframark - December 2025	ProfServ-Field Management	531016-53901	\$425.58
001	12/16/25	INFRAMARK LLC	165602	12/1/25 Inframark - December 2025	Office Supplies	551002-51301	\$90.00
001	12/16/25	INFRAMARK LLC	165602	12/1/25 Inframark - December 2025	ProfServ-Web Site Maintenance	531094-51301	\$109.42
001	12/16/25	INFRAMARK LLC	165602	12/1/25 Inframark - December 2025	ProfServ-Special Assessment	531038-51301	\$7,881.00

Check Total \$13,235.17

CHECK # 4324

001	12/23/25	COLEMAN, YO VANOVICH & KOESTER, P.A.	122	11/19/25 CYK - Services through 11/19/25	ProfServ-Legal Services	531023-51401	\$158.00
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Check Total \$158.00

CHECK # 4325

001	12/23/25	COLEMAN, YO VANOVICH & KOESTER, P.A.	123	12/8/25 CYK - Services through 12/8/25	ProfServ-Legal Services	531023-51401	\$434.50
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Check Total \$434.50

CHECK # 4326

001	12/23/25	CPH, LLC	172519	11/21/25 CPH - Services through 11/14/25	ProfServ-Engineering	531013-51501	\$350.00
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Check Total \$350.00

CHECK # 4327

001	12/23/25	SOLITUDE LAKE MANAGEMENT LLC	PSI225228	12/1/25 SOLitude - December 2025	Contracts-Lakes 30A & 30B	534166-53917	\$2,000.00
001	12/23/25	SOLITUDE LAKE MANAGEMENT LLC	PSI225228	12/1/25 SOLitude - December 2025	Contracts-Lake and Wetland	534021-53917	\$5,600.00

Check Total \$7,600.00

Fund Total \$21,777.67

SERIES 2018 DEBT SERVICE FUND - 203

CHECK # 4322

203	12/05/25	HERITAGE BAY C/O US BANK	12012025-7000-1	TRSF 2025 DS ASSESSMENTS COLLECTIOND	Due From Other Funds	131000	\$211,122.80
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Check Total \$211,122.80

CHECK # 4323

203	12/12/25	HERITAGE BAY C/O US BANK	12052025-2-7000-1	Trsf 2025 DS Assessment Collected	Due From Other Funds	131000	\$538,738.18
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Check Total \$538,738.18

CHECK # 4328

203	12/23/25	HERITAGE BAY C/O US BANK	12052025-2-7000-12	Trsf 2025 DS Assessment Collected	Due From Other Funds	131000	\$152,890.98
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Check Total \$152,890.98

Fund Total \$902,751.96

Total Checks Paid \$924,529.63

HERITAGE BAY CDD QUARTERLY INSPECTION

Thursday, November 20, 2025

with Jack Arcurie and Mason Maher

24 Issues Identified



ITEM 1

Assigned To Board

Lk 8 - Filamentous algae present. Lake recently treated with sonar. Pondweed is responding well to treatment. Slight erosion on banks and step erosion light on east bank. Plug fill used from the golf course will wash away over time. Board may wish to consider removing old irrigation at some point for esthetics purposes.



ITEM 2

Assigned To Board

Lk 9 - Grass clippings near tee box. Escarpment observed between homes. May need to install drain lines into the future. Step erosion on east bank. Lake could be reviewed for the addition of littorals.



ITEM 3

Assigned To Board

Lk 7 - Golf course staff observed spraying near lake littorals.



ITEM 4

Assigned To Board

Lk 10 - Arrowhead plants doing good. Step erosion observed on the east bank with some escarpment noticed near the green.



ITEM 5

Assigned To Board

Lk 10 - Floating pipe appears to be disconnected from golf course drain as you approach the green. Grass clippings observed in the lake.



ITEM 6

Assigned To Board

Lk 10 - Irrigation valve leak observed behind 10419 Heritage Bay Blvd.



ITEM 7

Assigned To Board

Lk 10 - Erosion noticed around the green. Erosion on west side of bank opposite of the green observed too.



ITEM 8

Assigned To SOLitude/Board

Lk 11 - Light hydrilla. Slight step erosion south bank.



ITEM 9

Assigned To Board

Lk 12 - Very slight planktonic algae. Grass clippings. Erosion observed north of tee. Color littorals could be planted here in open areas.



ITEM 10

Assigned To Board

Lk 13 - Littorals doing well. Layers of littorals could be added higher up the bank if desired. Step erosion on both sides of the lake need to be monitored. Some floating pipes that could be addressed as well if desired. Washout forming in the southwest corner by rip rap.



ITEM 11

Assigned To Board

Lk 14 - Canna doing really well on the west side. Floating pipe observed in the southwest corner. Could selectively transplant from these littorals to other sparse areas like Lk 9. Thalia growing near the back tees that should be sprayed out per the management request previously. Typically we have sprayed out Thalia not growing on the large lake littoral shelves due to height and annual brown out during the winter months. Light torpedo grass observed.



ITEM 12

Assigned To SOLitude

Control Structure 102 - Retainage area behind the maintenance building needs to be addressed as previously agreed with SOLitude.



ITEM 13

Assigned To Board

Lk 30B - Warning signs have recently been installed. Structure not flowing.



ITEM 14

Assigned To SOLitude

30B west - Trash observed around the littoral shelf and SOLitude was requested to remove all debris. Brazilian pepper trees and other invasive items have been addressed by the Quarry Community Association on their adjacent parcel removing the seed source concern for additional spread of such items into the littoral shelf. A follow up treatment will likely be required as such items are difficult to eradicate on first attempts. Staff should continue to monitor the area.



ITEM 15

Assigned To Board

Parking Lot - Damage to the grass was observed.



ITEM 16

Assigned To Board

Parking Lot - Pavement is chipping near the gutter at the entrance. Repair likely should be made to eliminate further damage if repaving is delayed.



ITEM 17

Assigned To Board

Parking Lot - Damage to the grass was observed.



ITEM 18

Assigned To Board

Parking Lot - Tripping and safety hazards were observed. Pallets with exposed nails and metal banding were removed from the sidewalk. Crews should use care to avoid possible safety concerns.



ITEM 19

Assigned To Board

Parking Lot - Plywood underlayment is not being used in the staging of materials as previously requested of the contractor. Failure to use the underlayment could result in additional damages to the asphalt surface.



ITEM 20

Assigned To Board

Lk 28 - SOLitude has had good success with their targeted treatments against Hydrilla. Erosion observed on the banks.



ITEM 21

Assigned To Board

Lk 29 - Swamp Lilly plants doing really well even in the rocky soil of this lake. This is a slow grower, but very hardy to summer high water levels.



ITEM 22

Assigned To SOLitude

Lk 27 - Spatterdock observed in multiple places.



ITEM 23

Assigned To Board

Lk 27 - Step erosion observed on the southwestern corner. This area should be monitored.



ITEM 24

Assigned To Board

Lk 27 - Minor escarpment observed possibly due to a damaged irrigation head or one that needs adjustment on the south side of the lake towards the middle where the rocks are placed along the high water mark.

**HERITAGE BAY
COMMUNITY DEVELOPMENT DISTRICT
November 6, 2025 – CDD Meeting**

Board of Supervisors

Edwin Hubbard, Chairman
F. Jack Arcurie, Vice Chairman
Steven Bachenberg, Assistant Secretary
Allen Soucie, Assistant Secretary
Vacant, Assistant Secretary

Justin Faircloth, District Manager
Gregory L. Urbancic, District Counsel
Albert Lopez, District Engineer

The next regular scheduled meeting is scheduled for Thursday, February 5, 2026 at 9:00 A.M. Deadline for agenda packet items is Friday, January 23, 2026 by Noon.

The Auditor Selector Committee Meeting is scheduled for Thursday, February 5, 2026 at 8:00 A.M.

Action Items

1. Accounting – Have the FY2025 audit completed.
2. District Manager – Monitor lake 14 interconnects.
3. District Manager – Monitor lake 20 west bank mitigation area for littoral regrowth.
4. District Manager – Monitor the coach home drainage installations on lakes 20 & 30A.
5. District Manager – Have CSEI complete FY2026 repairs to lakes 4, 20, 21, & 23.
6. District Manger – Have goals and objectives report posted to the District’s website by 12/1/2025 as required by HB7013 and make modifications to the future report as requested by the board at their 11/6/25 meeting.
7. District Manager – Complete the 11/20/25 quarterly review with Supervisor Arcurie & SOLitude (including the maintenance technician).
8. Engineer – Complete the FY2026 Stormwater Management Lakes Assessment and invite Mr. Bachenberg to join the inspection when scheduled.
9. Engineer – Complete WQM in FY2026.
10. Recording – Complete the digitization of all District documents as authorized by the board at their 5/1/25 meeting.
11. Recording – Advertise the Audit RFP and the auditor selection committee for 2/5/25 at 8AM.
12. Recording – Post the 11/6/25 agenda packet to the website as requested by the board.
13. Supervisor Bachenberg – Attend the FY2026 Stormwater Management Lakes Assessment.
14. Supervisor Hubbard – Update the Infrastructure & Facilities Management Report as needed.