

***HERITAGE LAKE PARK
Community Development
District
April 1, 2024 MEETING
AGENDA PACKAGE***

The meeting will be held at:
Heritage Lake Clubhouse
25635 Heritage Lake Boulevard
Punta Gorda, Florida 33983

Communications Media Technology Via Zoom

Meeting ID #:

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

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

Passcode: 902147



210 NORTH UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors

- James DeFilippo, Chairperson
- Greg Krauss, Vice Chairperson
- Douglas Carville, Assistant Secretary
- Lawrence Forlano, Assistant Secretary
- Niles Waring, Assistant Secretary

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

AGENDA

Monday, April 1, 2024 – 10:00 a.m.

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Audience Comments on Agenda Items**
5. **D.R. Horton Update**
6. **Approval of Consent Agenda**
 - A. Minutes of the March 4, 2024 Meeting
 - B. Acceptance of the February 29, 2024 Financial Report
 - C. Ratifications Under Resolution 2017-03
 - i. Action Automatic Door & Gate – Annual Gate Maintenance
7. **Engineer’s Report**
8. **Old Business**
 - A. Hurricane Ian Update
 - i. FEMA Update
 - B. Discussion of Fiscal Year 2025 Budget
9. **New Business**
10. **Manager’s Report**
 - A. Field Management Update
 - B. LMP Landscape/Irrigation Update
 - i. Monthly Report
 - ii. LMP Estimate 88399
 - iii. LMP Estimate 88400
 - iv. 2005 Royal Tern Circle Tree Removal Request
 - C. SOLitude Service Reports
 - D. Update on Follow-Up Actions
 - i. Damaged Signage Discussion
 - ii. Sunland Paving Update
 - iii. Kast Pools Update
 - iv. Website Audit
11. **Attorney’s Report**
 - A. Sport Surfaces Contract
12. **Supervisors’ Reports, Requests and Comments**
13. **Chairperson’s Comment**
14. **Audience Comments**
15. **Adjournment**

The next Meeting is scheduled to be held Monday, May 6, 2024 at 10:00 a.m.

District Office

Inframark
210 N. University Drive, Suite 702
Coral Springs, FL 33071
954-603-0033

Meeting Location

Heritage Lake Clubhouse
25635 Heritage Lake Boulevard
Punta Gorda, FL 33983
941-624-4319

Sixth Order of Business

6A

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

The regular meeting of the Board of Supervisors of the Heritage Lake Park Community Development District was held Monday, March 4, 2024 at 10:00 a.m. at the Heritage Lake Clubhouse, located at 25635 Heritage Lake Boulevard, Punta Gorda, Florida 33983.

Present and constituting a quorum were:

James DeFilippo	Chairperson
Greg Krauss	Vice Chairperson
Douglas Carville	Assistant Secretary
Lawrence Forlano	Assistant Secretary
Niles Waring	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Landon Thomas	D.R. Horton
Bailey Hill	SOLitude Lake Management
Various Residents	

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Approval of Agenda

The following amendments were made:

- Resolution 2024-02 was amended to indicate the Board is made up of Mr. Lawrence Forlano, Mr. James DeFilippo, Mr. Greg Krauss, Mr. Douglas Carville and Mr. Niles Waring in Section 1, with the date for passage and adoption as March 4, 2024.

41 • *Anchor Tree Stump Grinding Estimate 53351 in the Amount of \$ 1,160, was added*
42 *as Item 8B.*

43 • *Tennis Court Proposals, was added as Item 9C.*

44 There being no further amendments,

45

46 On MOTION by Mr. DeFilippo, seconded by Mr. Krauss, with all
47 in favor, the agenda for the meeting was approved, as amended. (5-
48 0)

49

50

51 **FOURTH ORDER OF BUSINESS**

Audience Comments on Agenda Items

52 Residents commented on the following items:

53 • The D.R. Horton project.

54 • Construction traffic.

55

56 **FIFTH ORDER OF BUSINESS**

D.R. Horton Update

57 • Mr. Thomas noted the size of the units and the anticipated pricing, stating there will
58 be a model to preview in Deep Creek. He agreed to send the District information
59 which could be sent to residents.

60 • Anticipated completion is the May/June 2025 timeframe.

61

62 **SIXTH ORDER OF BUSINESS**

Approval of Consent Agenda

63 **A. Minutes of the February 5, 2024 Meeting**

64 **B. Acceptance of the January 31, 2024 Financial Report**

65 **C. Consideration of Estimate 4962 from Fitness Services of Florida, Inc.**

66 **D. Ratifications Under Resolution 2017-03**

67 Mr. Faircloth presented the Consent Agenda, with the items as listed above, and requested
68 any additions, corrections or deletions.

69 There being none,

70

71 On MOTION by Mr. DeFilippo, seconded by Mr. Waring, with all
72 in favor, the Consent Agenda, consisting of the Minutes of the
73 February 5, 2024 Meeting, acceptance of the January 31, 2024
74 Financial Report, Estimate 4962 from Fitness Services of Florida,
75 Inc. and Ratifications under Resolution 2017-03, was approved. (5-
76 0)

77

78

79 **SEVENTH ORDER OF BUSINESS** **Engineer’s Report**

- 80 • Mr. Faircloth provided an update regarding efforts to contact the engineer, noting
- 81 he was out of the office due to bereavement.
- 82 • Per Mr. Faircloth’s inquiry, the Board concurred to direct the engineer to prepare a
- 83 full stormwater structure review and recommendations.

84
85 **EIGHTH ORDER OF BUSINESS** **Old Business**

- 86 **A. Hurricane Ian Update**
- 87 **i. Discussion of FEMA Eligibility Determinations**
- 88 **a. Project 702835**
- 89 **b. Project 702750**
- 90

91
92 On MOTION by Mr. DeFilippo, seconded by Mr. Krauss, with all
93 in favor, appeal of the decision by FEMA on Hurricane Ian claims
94 in an amount not to exceed \$5,000 was approved, and the Chairman
95 was authorized to allow an additional amount of \$2,000, if needed.
96 (5-0)

- 97
- 98 **B. Anchor Tree Stump Grinding Estimate 53351 in the Amount of \$1,160**
- 99

100
101 On MOTION by Mr. DeFilippo, seconded by Mr. Waring, with all
102 in favor, Anchor tree stump grinding Estimate 53351 in the amount
103 of \$1,160, was approved. (5-0)

104
105
106 **NINTH ORDER OF BUSINESS** **New Business**

- 107 **A. Discussion of Fiscal Year 2025 Budget**
- 108 The Board discussed the Fiscal Year 2025 Budget, and requested the following
- 109 adjustments:
- 110 • Gatehouse-Contracts-Security System should be increased to \$68,000.
- 111 • Clubhouse & Recreation-R&M-Computer/Internet should be increased to \$5,000.
- 112 • Clubhouse & Recreation-Capital Outlay-Other should be adjusted as needed.
- 113 • The Board noted the Assessment Schedule should show the D.R. Horton parcels
- 114 free of debt service.
- 115

116 **B. Consideration of Resolution 2024-02 for the 2024 General Election**

117

118

119 On MOTION by Mr. Krauss, seconded by Mr. DeFilippo, with all
120 in favor, Resolution 2024-02, Confirming the District’s Use of the
121 Charlotte County Supervisor of Elections to Continue Conducting
122 the District’s Election of Supervisors in Conjunction with the
123 General Election, was adopted. (5-0)

124

125 **C. Tennis Court Proposals**

126 • Mr. DeFilippo reviewed the tennis courts proposals from Ritzman, Sport Surfaces
127 and Court Co.

128 • The audience was invited to comment on the motion before the vote took place.

129

130 Mr. Krauss MOVED to authorize District Counsel to develop a
131 contract with Sport Surfaces in an amount not to exceed \$35,000 for
132 the tennis courts, and Mr. Carville seconded the motion.

133

134 There being no comments or further discussion,

135

136 On VOICE vote, with Mr. DeFilippo, Mr. Krauss, Mr. Carville and
137 Mr. Waring voting aye, and Mr. Forlano voting nay, the prior
138 motion was approved. (4-1)

139

140

141 **TENTH ORDER OF BUSINESS** **Manager’s Report**

142 **A. LMP Landscape/Irrigation Update**

143 • Mr. Waring provided an update on LMP work, and commented on Pump #5 and
144 shrub damage.

145

146 On MOTION by Mr. DeFilippo, seconded by Mr. Carville, with all
147 in favor, extension of meeting for an additional 30 minutes was
148 approved. (5-0)

149

150 **B. SOLitude Service Reports**

151 • The report was provided for the Board’s review.

152

- 153 **C. Update on Follow-Up Actions**
- 154 **i. Damaged Signage Discussion**
- 155 • Mr. Faircloth inquired about the signage repairs and Mr. DeFilippo provided
- 156 updates.
- 157 **ii. Sunland Paving Update**
- 158 • Mr. Faircloth commented on efforts to have the car stop repaired by Sunland
- 159 Paving.
- 160 **iii. Kast Pools Update**
- 161 • Mr. Faircloth provided an update.
- 162 A miscellaneous follow-up item was discussed.
- 163 • Mr. Faircloth inquired about the light repairs by Mr. Trowbridge, and Mr.
- 164 DeFilippo noted his group was waiting for their lift truck to be repaired before they
- 165 could complete the work.

166
167 **ELEVENTH ORDER OF BUSINESS Attorney’s Report**

- 168 • Mr. Faircloth noted that Mr. Cohen confirmed he could be present for the June 3,
- 169 2024 meeting, as the Board requested at the February meeting.

170
171 **TWELFTH ORDER OF BUSINESS Supervisors’ Reports, Requests and**

- 172 **Comments**
- 173 • Ms. Ross noted there was a request to purchase more folding tables.
- 174 • Mr. DeFilippo moved to purchase an additional folding table and Mr. Waring
- 175 seconded the motion. Upon further discussion by the Board, it was determined there
- 176 were sufficient tables presently and the motion was withdrawn.

177
178 **THIRTEENTH ORDER OF BUSINESS Chairperson’s Comment**

- 179 • Mr. DeFilippo commented on sidewalk/paver trip and fall concerns, noting he
- 180 would like Mr. Whitlock to review during his next inspection.

181
182 **FOURTEENTH ORDER OF BUSINESS Audience Comments**

183 Residents inquired about the following items:

- 184 • Mailboxes.
- 185 • Pool heaters.
- 186 • Irrigation.

188 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

189 There being no further business,

190

191 On MOTION by Mr. Krauss, seconded by Mr. Waring, with all in
192 favor, the meeting was adjourned at 12:33 p.m. (5-0)

193

194

195

196

197

198

199

James DeFilippo
Chairperson

6B.

**Heritage Lake Park
Community Development District**

Financial Report

February 29, 2024



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**Heritage Lake Park
Community Development District**

Financial Statements

(Unaudited)

February 29, 2024

Balance Sheet
February 29, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	TOTAL
ASSETS			
Cash - Checking Account	\$ 995,277	\$ -	\$ 995,277
Cash On Hand/Petty Cash	800	-	800
Accounts Receivable	343	-	343
Assessments Receivable	48,323	15,207	63,530
Allow-Doubtful Collections	(48,323)	(15,207)	(63,530)
Due From Other Funds	21,568	-	21,568
Investments:			
Money Market Account	662,912	-	662,912
Reserve Fund	-	97,866	97,866
Revenue Fund	-	193,308	193,308
Prepaid Items	6,514	-	6,514
Deposits	5,695	-	5,695
TOTAL ASSETS	\$ 1,693,109	\$ 291,174	\$ 1,984,283
LIABILITIES			
Accounts Payable	\$ 28,801	\$ -	\$ 28,801
Accrued Expenses	151,166	-	151,166
Sales Tax Payable	74	-	74
Deposits	25	-	25
Due To Other Funds	-	21,568	21,568
TOTAL LIABILITIES	180,066	21,568	201,634
FUND BALANCES			
Nonspendable:			
Prepaid Items	6,514	-	6,514
Restricted for:			
Debt Service	-	269,606	269,606
Assigned to:			
Operating Reserves	147,367	-	147,367
Reserves - Capital Projects	76,536	-	76,536
Reserves - Irrigation System	15,000	-	15,000
Reserves - Legal	3,792	-	3,792
Reserves - Roadways	285,568	-	285,568
Reserves - Stormwater System	104,409	-	104,409
Reserves - Tennis Courts	10,000	-	10,000
Reserves - Wall	113,740	-	113,740
Unassigned:	750,117	-	750,117
TOTAL FUND BALANCES	\$ 1,513,043	\$ 269,606	\$ 1,782,649
TOTAL LIABILITIES & FUND BALANCES	\$ 1,693,109	\$ 291,174	\$ 1,984,283

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-24 ACTUAL
REVENUES				
Interest - Investments	\$ 3,000	\$ 19,181	639.37%	\$ 3,147
Room Rentals	-	503	0.00%	128
Recreational Activity Fees	8,000	317	3.96%	317
Special Assmnts- Tax Collector	789,462	680,874	86.25%	62,714
Special Assmnts- CDD Collected (Debt Serv.)	-	18,613	0.00%	18,613
Special Assmnts- Discounts	(31,578)	(26,913)	85.23%	(2,261)
Settlements	-	14,317	0.00%	6,775
Other Miscellaneous Revenues	500	811	162.20%	495
Gate Bar Code/Remotes	3,000	1,442	48.07%	148
TOTAL REVENUES	772,384	709,145	91.81%	90,076
EXPENDITURES				
Administration				
P/R-Board of Supervisors	12,000	5,000	41.67%	1,000
FICA Taxes	918	383	41.72%	77
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,231	1,195	97.08%	-
ProfServ-Engineering	4,000	-	0.00%	-
ProfServ-Legal Services	24,844	4,349	17.51%	1,283
ProfServ-Mgmt Consulting	64,159	26,733	41.67%	5,347
ProfServ-Trustee Fees	4,771	4,771	100.00%	-
ProfServ-Web Site Maintenance	1,397	582	41.66%	116
Auditing Services	3,900	-	0.00%	-
Postage and Freight	600	312	52.00%	60
Insurance - General Liability	3,719	11,300	303.85%	-
Printing and Binding	50	-	0.00%	-
Legal Advertising	2,000	83	4.15%	-
Misc-Bank Charges	100	216	216.00%	-
Misc-Assessment Collection Cost	15,789	13,079	82.84%	1,209
Office Supplies	35	42	120.00%	8
Annual District Filing Fee	175	175	100.00%	-
Total Administration	140,288	68,220	48.63%	9,100
Field				
ProfServ-Field Management	6,260	2,608	41.66%	522
ProfServ-Mgmt Consulting	5,000	-	0.00%	-
ProfServ-Wetlands	11,000	4,584	41.67%	917
Contracts-Landscape	72,897	30,407	41.71%	6,083

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-24 ACTUAL
Contracts-Buffer Wall	7,000	-	0.00%	-
R&M-General	9,600	224	2.33%	-
R&M-Irrigation	12,000	35,979	299.83%	28,948
R&M-Lake	5,000	-	0.00%	-
R&M-Mulch	7,200	-	0.00%	-
R&M-Sidewalks	3,000	-	0.00%	-
R&M-Trees and Trimming	5,995	10,810	180.32%	-
R&M-Lights	4,000	99	2.48%	-
R&M-Wall	8,000	3,250	40.63%	-
Misc-Contingency	32,185	5,695	17.69%	5,695
Total Field	189,137	93,656	49.52%	42,165
<u>Utilities</u>				
Communication - Telephone	900	308	34.22%	63
Electricity - General	6,000	1,999	33.32%	321
Internet Services	3,400	692	20.35%	129
Total Utilities	10,300	2,999	29.12%	513
<u>Gatehouse</u>				
Towing Services	250	-	0.00%	-
Contracts-Gates	1,080	-	0.00%	-
Contracts-Security System	62,916	26,184	41.62%	5,242
Electricity - General	3,000	722	24.07%	131
R&M-Buildings	500	-	0.00%	-
R&M-Gate	3,000	1,664	55.47%	1,488
Misc-Contingency	5,000	-	0.00%	-
Total Gatehouse	75,746	28,570	37.72%	6,861
<u>Clubhouse and Recreation</u>				
Payroll-Salaries	26,000	10,145	39.02%	2,000
Payroll-Maintenance	10,400	7,751	74.53%	2,779
Payroll Taxes	2,785	1,369	49.16%	366
Workers' Compensation	1,778	-	0.00%	-
Fire Alarm Monitoring	540	285	52.78%	-
Contracts-Fountain	680	350	51.47%	175
Contracts-Security Camera	550	-	0.00%	-
Contracts-Pools	16,374	2,970	18.14%	(2,562)
Contracts-Cleaning Services	7,643	2,304	30.15%	-
Contracts-HVAC	1,968	-	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-24 ACTUAL
Contracts-Pest Control	1,800	-	0.00%	-
Contracts-Security System	10,467	4,361	41.66%	872
Pest Control - Bldg/Gnds	1,620	1,199	74.01%	1,199
Electricity - General	18,564	8,824	47.53%	2,031
Utility - Refuse Removal	3,292	1,420	43.13%	284
Utility - Water & Sewer	6,500	2,813	43.28%	565
Insurance - Property	30,969	23,519	75.94%	-
R&M-General	4,000	1,225	30.63%	125
R&M-Fountain	500	-	0.00%	-
R&M-Pools	8,694	1,848	21.26%	822
R&M-Tennis Courts	6,000	30	0.50%	30
R&M-Fitness Equipment	2,800	695	24.82%	325
R&M-Fitness Center	2,000	116	5.80%	-
R&M-Emergency & Disaster Relief	-	7,404	0.00%	-
R&M-Security Cameras	1,000	-	0.00%	-
R&M-Backflow Inspection	154	-	0.00%	-
Fire Ext Inspection & Repairs	500	-	0.00%	-
R&M-Fire Alarm	500	-	0.00%	-
Fire Alarm Inspection	200	-	0.00%	-
R&M-Fire Sprinklers	500	-	0.00%	-
R&M - Computer/Internet	2,500	776	31.04%	388
Misc-Cable TV Expenses	1,284	1,065	82.94%	192
Misc-Clubhouse Activities	4,800	1,418	29.54%	218
Misc-Contingency	10,000	2,635	26.35%	-
Office Supplies	3,000	791	26.37%	187
Cleaning Supplies	2,600	394	15.15%	146
Cleaning Services	500	-	0.00%	-
Cap Outlay - Other	48,402	13,270	27.42%	13,270
Total Clubhouse and Recreation	241,864	98,977	40.92%	23,412
<u>Reserves</u>				
Reserves - Irrigation System	15,000	-	0.00%	-
Reserve - Roadways	32,394	-	0.00%	-
Reserve-Stormwater System	29,220	-	0.00%	-
Reserve - Tennis Court	10,000	-	0.00%	-
Reserves - Wall	28,435	148,250	521.36%	-
Total Reserves	115,049	148,250	128.86%	-
TOTAL EXPENDITURES & RESERVES	772,384	440,672	57.05%	82,051

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2024

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-24 ACTUAL</u>
Excess (deficiency) of revenues				
Over (under) expenditures	-	268,473	0.00%	8,025
Net change in fund balance	\$ -	\$ 268,473	0.00%	\$ 8,025
FUND BALANCE, BEGINNING (OCT 1, 2023)	1,244,570	1,244,570		
FUND BALANCE, ENDING	<u>\$ 1,244,570</u>	<u>\$ 1,513,043</u>		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-24 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 1,000	\$ 3,087	308.70%	\$ 858
Special Assmnts- Tax Collector	180,800	164,756	91.13%	4,438
Special Assmnts- Discounts	(7,232)	(6,505)	89.95%	(111)
TOTAL REVENUES	174,568	161,338	92.42%	5,185
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	3,616	3,165	87.53%	87
Total Administration	3,616	3,165	87.53%	87
<u>Debt Service</u>				
Principal Debt Retirement	90,000	-	0.00%	-
Principal Prepayments	-	10,000	0.00%	-
Interest Expense	79,230	39,615	50.00%	-
Total Debt Service	169,230	49,615	29.32%	-
TOTAL EXPENDITURES	172,846	52,780	30.54%	87
Excess (deficiency) of revenues Over (under) expenditures	1,722	108,558	n/a	5,098
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	1,722	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	1,722	-	0.00%	-
Net change in fund balance	\$ 1,722	\$ 108,558	n/a	\$ 5,098
FUND BALANCE, BEGINNING (OCT 1, 2023)	161,048	161,048		
FUND BALANCE, ENDING	\$ 162,770	\$ 269,606		

**Heritage Lake Park
Community Development District**

Supporting Schedules

February 29, 2024

**Non-Ad Valorem Special Assessments - Charlotte County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2024**

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Series 2005 Debt Service Fund
Assessments Levied				\$ 962,289	\$ 769,661	\$ 192,628
Allocation %				100%	80%	20%
Real Estate Installment						
11/03/23	\$ 14,724	\$ 833	\$ 300	\$ 15,857	\$ 12,593	\$ 3,265
Real Estate Current						
11/09/23	15,678	667	320	16,665	13,201	3,464
11/16/23	13,689	582	279	14,550	11,551	2,999
11/22/23	78,997	3,359	1,612	83,968	67,110	16,858
12/01/23	91,357	3,884	1,864	97,105	76,722	20,383
12/08/23	105,637	4,491	2,156	112,284	89,129	23,156
12/15/23	288,885	12,283	5,896	307,064	244,241	62,822
01/11/24	123,516	4,948	2,521	130,985	103,614	27,370
02/08/24	63,485	2,371	1,296	67,152	62,714	4,438
	781,243	32,585	15,944	829,772	668,281	161,491
TOTAL	\$ 795,968	\$ 33,418	\$ 16,244	\$ 845,629	\$ 680,874	\$ 164,756
% COLLECTED				87.88%	88.46%	85.53%
TOTAL OUTSTANDING				\$ 116,659	\$ 88,787	\$ 27,872

Cash and Investment Balances
February 29, 2024

<u>ACCOUNT NAME</u>	<u>ACCOUNT TYPE</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Public Funds	Checking	Synovus	0.00%	\$ 54,686
Government Interest	Checking	Valley National Bank	5.38%	940,591
Cash On Hand/Petty Cash				800
			Subtotal	\$ 996,077
Public Funds	Money Market	BankUnited	5.25%	662,912
			Subtotal	\$ 662,912
DEBT SERVICE FUND				
Series 2005 Reserve Fund		U.S. Bank	4.93%	97,866
Series 2005 Revenue Fund		U.S. Bank	4.93%	193,308
			Subtotal	\$ 291,174 (1)
			Total	\$ 1,950,164

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

Heritage Lake Park CDD

Bank Reconciliation

Bank Account No. 9900 SYNOVUS GF CHECKING
 Statement No. 02-24
 Statement Date 2/29/2024

G/L Balance (LCY)	54,686.43	Statement Balance	956,112.75
G/L Balance	54,686.43	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	956,112.75
Subtotal	54,686.43	Outstanding Checks	901,426.32
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	54,686.43	Ending Balance	54,686.43
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
9/26/2023	Payment	11262	HERITAGE LAKE PARK COMMUNITY	3,584.00	0.00	3,584.00
2/28/2024	Payment	11350	HERITAGE LAKE PARK CDD	897,000.00	0.00	897,000.00
2/29/2024	Payment	11339	DAVID M. GROUT	842.32	0.00	842.32
Total Outstanding Checks.....				901,426.32		901,426.32

Heritage Lake Park CDD

Bank Reconciliation

Bank Account No. 2415 Valley National Bank
Statement No. 02-24
Statement Date 2/29/2024

G/L Balance (LCY)	940,590.57	Statement Balance	951,152.06
G/L Balance	940,590.57	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	951,152.06
Subtotal	940,590.57	Outstanding Checks	10,561.49
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	940,590.57	Ending Balance	940,590.57
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
2/21/2024	Payment	634	KENNEDY ELECTRIC CO OF PUNTA GORD	178.00	0.00	178.00
2/21/2024	Payment	636	JEFF KRICK	400.00	0.00	400.00
2/21/2024	Payment	638	KAST POOL COMPANY	420.43	0.00	420.43
2/22/2024	Payment	640	ACTION AUTOMATIC DOOR CO	1,488.15	0.00	1,488.15
2/22/2024	Payment	641	PERSSON, COHEN & MOONEY, P.A.	288.00	0.00	288.00
2/22/2024	Payment	642	INFRAMARK, LLC	11.97	0.00	11.97
2/22/2024	Payment	643	ENVERA SYSTEMS	6,113.99	0.00	6,113.99
2/22/2024	Payment	644	SOLITUDE LAKE MANAGEMENT	1,091.80	0.00	1,091.80
2/24/2024	Payment	DD806	Payment of Invoice 009264	284.05	0.00	284.05
2/27/2024	Payment	DD801	Payment of Invoice 009249	285.10	0.00	285.10
Total Outstanding Checks.....				10,561.49		10,561.49

Settlements
February 29, 2024

<u>DATE</u>	<u>COMPANY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
GENERAL FUND			
10/19/23	Preferred Governmental Insurance Trust	Property Damage	\$ (2,162)
10/19/23	Preferred Governmental Insurance Trust	Property Damage	(5,380)
2/1/24	State Farm	Property Damage	(6,775)
			<u><u>(\$14,317)</u></u>

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 2/1/24 to 2/29/24

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
VALLEY NATIONAL BANK - (ACCT#XXXXX2415)							
CHECK # 634							
02/21/24	Vendor	KENNEDY ELECTRIC CO OF PUNTA GORDA, INC	21341	FAULTY GFCI REPLACEMENT	R&M-Irrigation	001-546041-53901	\$178.00
							Check Total
							<u>\$178.00</u>
CHECK # 635							
02/21/24	Vendor	FITNESS SERVICES OF FLORIDA, INC	28026	JAN 2024 QTRLY PM SVC	R&M-Fitness Equipment	001-546115-57212	\$325.00
							Check Total
							<u>\$325.00</u>
CHECK # 636							
02/21/24	Vendor	JEFF KRICK	013124-ELVIS	03/02/24 EVENT - ELVIS IN CONCERT	Prepaid Items	155000	\$400.00
							Check Total
							<u>\$400.00</u>
CHECK # 637							
02/21/24	Vendor	INNERSYNC STUDIO LTD	21999	WEBSITE SVCS / COMPLIANCE SVCS	WEBSITE SVCS-HOSTING, SUPPORT, TRAINING	001-546915-57212	\$153.75
02/21/24	Vendor	INNERSYNC STUDIO LTD	21999	WEBSITE SVCS / COMPLIANCE SVCS	ONGOING PDF ACCESSIBILITY COMPLIANCE	001-546915-57212	\$234.38
							Check Total
							<u>\$388.13</u>
CHECK # 638							
02/21/24	Vendor	KAST POOL COMPANY	95329276	INSTALL NEW STENNER FOR CHLORINE	R&M-Pools	001-546074-57212	\$420.43
							Check Total
							<u>\$420.43</u>
CHECK # 639							
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181192	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$1,419.29
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181191	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$5,633.52
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181189	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$456.45
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181190	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$1,044.88
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181194	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$5,637.97
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181188	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$1,419.29
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181193	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$1,680.16
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181295	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$10,345.66
02/21/24	Vendor	LANDSCAPE MAINT PROFESSIONALS INC	181402	FEB 2024 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$7,083.00
							Check Total
							<u>\$34,720.22</u>
CHECK # 640							
02/22/24	Vendor	ACTION AUTOMATIC DOOR CO	S484169	GATE ARM REPAIRS	R&M-Gate	001-546034-53904	\$1,488.15
							Check Total
							<u>\$1,488.15</u>
CHECK # 641							
02/22/24	Vendor	PERSSON, COHEN & MOONEY, P.A.	4668	JAN 2024 GEN. MATTERS	ProfServ-Legal Services	001-531023-51401	\$288.00
							Check Total
							<u>\$288.00</u>
CHECK # 642							
02/22/24	Vendor	INFRAMARK, LLC	109095	JAN 2024 VARIABLE CHGS	Postage and Freight	001-541006-51301	\$11.97
							Check Total
							<u>\$11.97</u>
CHECK # 643							
02/22/24	Vendor	ENVERA SYSTEMS	737162	MAR 2024 SEC ACCESS	Prepaid Items	155000	\$6,113.99
							Check Total
							<u>\$6,113.99</u>
CHECK # 644							
02/22/24	Vendor	SOLITUDE LAKE MANAGEMENT	PSI049455	FEB 2024 WETLANDS MAINT	ProfServ-Wetlands	001-531048-53901	\$412.00
02/22/24	Vendor	SOLITUDE LAKE MANAGEMENT	PSI048762	FEB 2024 LAKE MAINT	ProfServ-Wetlands	001-531048-53901	\$504.70
02/22/24	Vendor	SOLITUDE LAKE MANAGEMENT	PSI046833	FEB 2024 FOUNTAIN MAINT	Contracts-Fountain	001-534023-57212	\$175.10
							Check Total
							<u>\$1,091.80</u>
ACH #DD801							
02/27/24	Vendor	COMCAST	020624-2663 ACH	BILLPRD 2/19-3/18/24	CABLE	001-549039-57212	\$191.88
02/27/24	Vendor	COMCAST	020624-2663 ACH	BILLPRD 2/19-3/18/24	INTERNET	001-549031-53903	\$30.41
02/27/24	Vendor	COMCAST	020624-2663 ACH	BILLPRD 2/19-3/18/24	COMMUNICATION	001-541003-53903	\$62.81
							ACH Total
							<u>\$285.10</u>
ACH #DD806							
02/24/24	Vendor	WASTE MANAGEMENT INC OF FLORIDA	9990692-0336-5	FEB 2024 REFUSE REMOVAL	Utility - Refuse Removal	001-543020-57212	\$284.05
							ACH Total
							<u>\$284.05</u>
							Account Total
							<u>\$45,994.84</u>

6Ci.



Garage Doors - Rolling Doors - Door Openers
 Gate Systems - Camera Systems

PROPOSAL

GOLD STAR TREATMENT ANNUAL GATE MAINTENANCE PROGRAM

Date: 02/06/24
To: HERITAGE LAKE PARK CDD
 25635 HERITAGE LAKE BLVD
 PUNTA GORDA, FL 33983
Attn: Justin Faircloth
Phone: 941-624-4319
Fax: 941-625-2365
Email: justin.faircloth@inframark.com
RE: Annual Maintenance Agreement for : HERITAGE LAKE PARK CDD
Site Name

Per your request we are pleased to offer the following Annual Gate Maintenance Program Agreement:

Scope of Work

Annual Maintenance Agreement to Include the Following : (Check All That Apply)

- Priority Service Over Non-Maintenance Agreement Customers**
- 10% Discount On All Additional Parts and Labor Not Covered Under This Agreement**
- All Additional Repairs To Be Submitted for Approval Prior to Work Being Performed**
- Monthly** **Quarterly** **Semi Annual** **On Site Inspection** (Check One)
- Gates:**
 - Quan **Swing** Quan **Slide** **Not Included:**
 - Check Overall Operation of Gate
 - Check & Lubricate Rollers, Bearings, Hinges, Etc
 - Check Mounting Brackets for Secure Mounting
 - Check Components for Excessive Wear or Stress
- Operators:** 6 Quan **Barrier** Quan **Swing** Quan **Slide** **Not Included:**
 - Check Overall Operation of Gate Operator Systems
 - Check Electrical Connections
 - Check Safety Devices
 - Check Components for Excessive Wear or Stress
- Telephone Entry:** Quan **T/E Systems** Quan **Lots / Living Units** **Not Included:**
 - Update & Maintain Telephone Entry Database of Homeowner's Names, Entry Codes, Etc
 (All updates must be in writing and faxed to "Gate Update" or emailed to update@actiondoor.com)
- Other:**

ANNUAL TOTAL : \$1,134.00 * DUE WITH SIGNED AGREEMENT

Salesperson Signature : Maria Andrade **Date:** 02/06/24
Printed Name: Maria Andrade

ACCEPTANCE of PROPOSAL : I Do Hereby Agree that the Specifications, Conditions, and Prices are Satisfactory. You are Authorized to do the Work as Specified. Payment will be made as stated above.

All inspections performed under this agreement will be accomplished during the normal working hours of 8:00 a.m. to 4:00 p.m. Mon - Fri.

Authorized Signature: Justin Faircloth
Printed Name / Title: Justin Faircloth - District Manager/Secretary
 Approved as a "Work Authorization" under the 5/4/20 agreement with Action Automatic Door & Gate after discussion with the Chairman per Resolution 2017-03. **Date:** 3/25/24

11360 Metro Pkwy, Ft. Myers FL 33966
 Phone : 239-768-3667 or 800-375-3667 Fax : 239-768-3740

Eighth Order of Business

8B

HERITAGE LAKE PARK

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2025

Proposed Budget

(Printed on 3/21/24 4:30 PM)

Prepared by:



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Heritage Lake Park
Community Development District

Operating Budget
Fiscal Year 2025

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-)	ANNUAL
	FY 2022	FY 2023	BUDGET	THRU	Mar -	PROJECTED		Budget
			FY 2024	Feb-24	Sep-24	FY 2024		FY 2025
REVENUES								
Interest - Investments	\$ 1,773	\$ 21,203	\$ 3,000	\$ 19,181	\$ 27,184	\$ 46,365	1445%	\$ 25,000
Room Rentals	655	-	-	503	-	503	0%	-
Recreational Activity Fees	918	105	8,000	317	7,683	8,000	0%	8,000
Special Assmnts- Tax Collector	723,563	826,172	789,462	680,874	108,588	789,462	0%	788,352
Special Assmnts- CDD Collected	-	-	-	18,613	-	18,613	0%	-
Special Assmnts- Delinquent	1,333	-	-	-	-	-	0%	-
Special Assmnts- Discounts	(25,824)	45,130	(31,578)	(26,913)	-	(26,913)	-15%	(31,534)
Allowance Uncollected Assem.	-	-	-	-	-	-	0%	-
Sale of Surplus Equipment	-	-	-	-	-	-	0%	-
Settlements	32,909	272,957	-	14,317	-	14,317	0%	-
Other Miscellaneous Revenues	2,020	990,113	500	811	-	811	62%	500
Gate Bar Code/Remotes	3,116	3,084	3,000	1,442	1,558	3,000	0%	3,000
TOTAL REVENUES	740,463	2,158,764	772,384	709,145	145,013	854,158		793,318

EXPENDITURES

Administrative

P/R-Board of Supervisors	9,800	11,200	12,000	5,000	7,086	12,086	1%	12,000
FICA Taxes	750	857	918	383	535	918	0%	918
ProfServ-Arbitrage Rebate	-	-	600	-	600	600	0%	-
ProfServ-Dissemination Agent	1,160	-	1,231	1,195	36	1,231	0%	1,268
ProfServ-Engineering	14,915	1,698	4,000	-	4,000	4,000	0%	4,000
ProfServ-Legal Services	36,734	42,827	24,844	4,349	20,495	24,844	0%	24,844
ProfServ-Mgmt Consulting Serv	60,476	62,290	64,159	26,733	37,426	64,159	0%	66,084

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	FY 2022	FY 2023	BUDGET FY 2024	THRU Feb-24	Mar - Sep-24	PROJECTED FY 2024		BUDGET FY 2025
ProfServ-Trustee Fees	4,771	4,771	4,771	4,771	-	4,771	0%	4,771
ProfServ-Website Maintenance	1,356	1,356	1,397	582	815	1,397	0%	1,439
Auditing Services	3,900	3,550	3,900	-	3,900	3,900	0%	3,900
Postage and Freight	408	424	600	312	288	600	0%	600
Insurance - General Liability	4,317	3,381	3,719	11,300	-	11,300	204%	12,430
Printing and Binding	1	4	50	-	50	50	0%	50
Legal Advertising	1,094	921	2,000	83	1,917	2,000	0%	2,000
Misc-Bank Charges	510	286	100	216	-	216	116%	100
Misc-Assessmnt Collection Cost	4,993	5,539	15,789	13,079	2,710	15,789	0%	15,767
Office Supplies	25	108	35	42	-	42	20%	100
Annual District Filing Fee	175	175	175	175	-	175	0%	175
Total Administrative	145,385	139,386	140,288	68,220	79,858	148,078		150,446
Field								
ProfServ-Field Management	5,901	6,078	6,260	2,608	3,652	6,260	0%	6,448
ProfServ-Mgmt Consulting Services	4,969	5,875	5,000	-	5,000	5,000	0%	5,000
ProfServ-Wetlands	10,867	11,000	11,000	4,584	6,416	11,000	0%	11,000
Contracts-Landscape	72,189	72,834	72,897	30,407	42,490	72,897	0%	72,996
Contracts-Buffer Wall	3,500	-	7,000	-	7,000	7,000	0%	4,370
R&M-General	6,291	115	9,600	224	9,376	9,600	0%	9,600
R&M-Irrigation	13,265	22,026	12,000	35,979	-	35,979	200%	12,000
R&M-Lake	5,000	2,870	5,000	-	5,000	5,000	0%	5,000
R&M-Mulch	7,200	-	7,200	-	7,200	7,200	0%	7,200
R&M-Sidewalks	-	-	3,000	-	3,000	3,000	0%	3,000

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-)	ANNUAL
	FY 2022	FY 2023	BUDGET FY 2024	THRU Feb-24	Mar - Sep-24	PROJECTED FY 2024		Budget
R&M-Tree and Trimming	-	4,214	5,995	10,810	-	10,810	80%	5,995
R&M-Lights	4,275	3,513	4,000	99	3,901	4,000	0%	4,000
R&M-Wall	3,865	77	8,000	3,250	4,750	8,000	0%	8,000
Misc-Contingency	8	818	32,185	5,695	26,490	32,185	0%	36,000
Cap Outlay - Irrigation	-	503,169	-	-	-	-	0%	-
Cap Outlay - Streetlights	-	106,557	-	-	-	-	0%	-
Total Field	137,330	739,146	189,137	93,656	124,275	217,931		190,609
Utilities								
Communication - Telephone	843	854	900	308	592	900	0%	900
Electricity - General	5,493	6,212	6,000	1,999	4,001	6,000	0%	6,000
Internet Services	3,498	3,379	3,400	692	2,708	3,400	0%	3,400
Total Utilities	9,834	10,445	10,300	2,999	7,301	10,300		10,300
Gatehouse								
Towing Services	-	-	250	-	250	250		250
Contracts-Gates	1,080	1,080	1,080	-	1,080	1,080	0%	1,080
Contracts-Security System	59,935	61,743	62,916	26,184	36,732	62,916	0%	68,000
Electricity - General	2,492	2,227	3,000	722	2,278	3,000	0%	3,000
R&M-Buildings	954	1,504	500	-	500	500	0%	500
R&M-Gate	3,702	2,573	3,000	1,664	1,336	3,000	0%	3,000
Misc-Contingency	5,556	3,511	5,000	-	5,000	5,000	0%	5,000
Total Gatehouse	73,719	78,085	75,746	28,570	47,176	75,746		80,830

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-)	ANNUAL
	FY 2022	FY 2023	BUDGET FY 2024	THRU Feb-24	Mar - Sep-24	PROJECTED FY 2024		Budget
Clubhouse and Recreation								
Payroll-Salaries	19,163	21,265	26,000	10,145	15,855	26,000	0%	26,000
Payroll-Maintenance	9,200	10,178	10,400	7,751	2,649	10,400	0%	24,440
Payroll Taxes	2,170	2,405	2,785	1,369	1,416	2,785	0%	3,859
Workers' Compensation	1,778	1,419	1,778	-	1,778	1,778	0%	1,778
Fire Alarm Monitoring	540	540	540	285	255	540	0%	600
Contracts-Fountain	690	-	680	350	330	680	0%	700
Contracts-Security Camera	-	-	550	-	550	550	0%	550
Contracts-Pools	14,920	15,535	16,374	2,970	13,404	16,374	0%	15,374
Contracts-Cleaning Services	12,420	8,138	7,643	2,304	5,339	7,643	0%	-
Contracts-HVAC	1,968	-	1,968	-	1,968	1,968	0%	1,968
Contracts-Pest Control	1,800	1,499	1,800	-	1,800	1,800	0%	1,800
Contracts-Security System	10,010	10,310	10,467	4,361	6,106	10,467	0%	10,781
Pest Control - Bldg/Gnds	1,199	-	1,620	1,199	421	1,620	0%	1,620
Electricity - General	18,200	18,572	18,564	8,824	9,740	18,564	0%	18,564
Utility - Refuse Removal	3,179	3,292	3,292	1,420	1,872	3,292	0%	3,292
Utility - Water & Sewer	6,280	7,245	6,500	2,813	3,687	6,500	0%	6,500
Insurance - Property	32,283	30,067	30,969	23,519	7,450	30,969	0%	24,225
R&M-General	4,272	6,974	4,000	1,225	2,775	4,000	0%	4,000
R&M-Fountain	317	175	500	-	500	500	0%	500
R&M-Pools	2,396	2,393	8,694	1,848	6,846	8,694	0%	8,694
R&M - Tennis Courts	16,589	-	6,000	30	5,970	6,000	0%	6,000
R&M - Fitness Equipment	1,739	570	2,800	695	2,105	2,800	0%	2,800
R&M - Fitness Center	227	3,662	2,000	116	1,884	2,000	0%	2,000
R&M-Emergency & Disaster Relief		238,611		7,404	-	7,404	0%	

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	FY 2022	FY 2023	BUDGET FY 2024	THRU Feb-24	Mar - Sep-24	PROJECTED FY 2024		BUDGET FY 2025
R&M - Security Cameras	15,098	708	1,000	-	1,000	1,000	0%	1,000
R&M-Backflow Inspection	130	-	154	-	154	154	0%	154
Fire Ext Inspection & Repairs	137	132	500	-	500	500	0%	500
R&M-Fire Alarm	400	1,520	500	-	500	500	0%	500
Fire Alarm Inspection	198	306	200	-	200	200	0%	200
R&M-Fire Sprinklers	450	-	500	-	500	500	0%	500
R&M - Computer/Internet	5,015	1,804	2,500	776	1,724	2,500	0%	5,000
Misc-Cable TV Expenses	1,389	1,644	1,284	1,065	219	1,284	0%	1,286
Misc-Clubhouse Activities	1,380	-	4,800	1,418	3,382	4,800	0%	4,800
Misc-Contingency	17,097	6,822	10,000	2,635	7,365	10,000	0%	10,000
Office Supplies	2,123	3,184	3,000	791	2,209	3,000	0%	3,000
Cleaning Supplies	542	165	2,600	394	2,206	2,600	0%	2,600
Cleaning Services	-	-	500	-	500	500	0%	500
Cap Outlay - Other	-	-	48,402	13,270	35,132	48,402	0%	50,000
Total Clubhouse and Recreation	205,299	399,135	241,864	98,977	150,291	249,268		246,084
Reserves							0%	
Reserve-Irrigation System	-	-	15,000	-	15,000	15,000	0%	15,000
Reserve-Roadways	43,395	-	32,394	-	32,394	32,394	0%	32,394
Reserve-Stormwater System	16,608	-	29,220	-	29,220	29,220	0%	29,220
Reserve-Tennis Courts	-	-	10,000	-	10,000	10,000	0%	10,000
Reserve-Wall	53,196	-	28,435	148,250	-	148,250	421%	28,435
Total Reserves	113,199	-	115,049	148,250	86,614	234,864		115,049
TOTAL EXPENDITURES & RESERVES	684,766	1,366,198	772,384	440,672	495,515	936,187		793,318

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	FY 2022	FY 2023	BUDGET FY 2024	THRU Feb-24	Mar - Sep-24	PROJECTED FY 2024		BUDGET FY 2025
Excess (deficiency) of revenues								
Over (under) expenditures	55,697	792,566	-	268,473	(350,502)	(82,029)		0
OTHER FINANCING SOURCES (USES)								
Extraordinary Gain / Loss	-	(165,897)	-	-	-	-		-
Comp/Loss-Gen'l Capt'l Assets	-	-	-	-	-	-		-
Contribution to (Use of) Fund Balance	-	-	-	-	-	-		0
TOTAL OTHER SOURCES (USES)	-	(165,897)	-	-	-	-		0
Net change in fund balance	55,697	626,669	-	268,473	(350,502)	(82,029)		1
FUND BALANCE, BEGINNING	562,205	617,902	1,244,571	1,244,571	-	1,244,571		1,162,542
FUND BALANCE, ENDING	\$ 617,902	\$ 1,244,571	\$ 1,244,571	\$ 1,513,044	\$ (350,502)	\$ 1,162,542		\$ 1,162,543

Budget Narrative
Fiscal Year 2025

REVENUES

Interest – Investments

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

Recreational Activity Fees

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

Special Assessment - Tax Collector

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

Special Assessment - Discounts

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

Other Miscellaneous Revenues

Revenue received from miscellaneous sources.

Gate Bar Code/Remotes

Revenue received from the sales of gate remotes.

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Administrative

P/R - Board of Supervisors

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

FICA Taxes

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

Professional Services - Arbitrage Rebate

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

Professional Services - Dissemination Agent

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

Professional Services - Engineering

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

Professional Services - Legal Services

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

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Administrative *(continued)*

Professional Services – Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2005 Special Assessment Bond. The budgeted amount for the fiscal year is based on standard fees charged plus any out-of-pocket expenses. Period 10/1/22 through 9/30/23.

Professional Services – Website Maintenance

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

Auditing Services

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

Postage and Freight

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

Insurance - General Liability

The District has a General Liability & Public Officials liability insurance policy with Preferred Governmental Insurance Trust. PGIT specializes in providing insurance coverage to governmental agencies.

Printing and Binding

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

Legal Advertising

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

Miscellaneous - Bank Charges

Fees associated with maintaining the District's bank accounts.

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Administrative *(continued)*

Miscellaneous - Assessment Collection Cost

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

Office Supplies

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

Annual District Filing Fee

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

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Field

Professional Services - Field Management

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

Professional Services – Management Consulting Services

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

Professional Services - Wetlands

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

Contracts – Landscape

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

Contracts - Buffer Wall

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

R&M - General

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

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Field** (continued)**R&M - Irrigation**

Repairs and maintenance of the irrigation systems throughout the Community are not part of the Landscape Maintenance Contract with Down To Earth Landscape & Irrigation.

R&M - Lake

Unscheduled lake maintenance is not included in the contract.

R&M - Mulch

Mulch needed for District property.

R&M - Sidewalks

Maintenance of District sidewalks.

R&M – Trees and Trimming

The District has contracted with Down To Earth Landscape & Irrigation for tree trimming services.

R&M - Lights

Maintenance and repairs of streetlights throughout the Community.

R&M - Wall

Repairs and maintenance of walls surrounding the District.

Miscellaneous - Contingency

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

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Utilities****Communication - Telephone**

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

Electricity - General

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

Internet Services

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

Gatehouse**Towing Services**

Costs for towing services.

Contracts - Gates

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

Contracts – Security System

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

Electricity - General

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

R&M - Building

General maintenance cost related to the gatehouse.

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Gatehouse** *(continued)***R&M - Gate**

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

Miscellaneous - Contingency

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

Clubhouse and Recreation**Payroll - Salaries**

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

Payroll - Maintenance

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

Payroll Taxes

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

Workers' Compensation

Workers' compensation on office personnel's compensation.

Fire Alarm Monitoring

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

Contracts - Fountain

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

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Clubhouse and Recreation *(continued)*

Contracts – Security Camera

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

Contracts - Pools

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

Contracts – HVAC

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

Contracts-Pest Control

Monthly pest control service.

Contracts – Security System

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

Pest Control – Building/Grounds

Incidental pest control services are not part of the contract.

Electricity - General

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

Utility - Refuse Removal

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

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Clubhouse and Recreation *(continued)*

Utility - Water & Sewer

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

Insurance - Property

The District has a property insurance policy with Preferred Governmental Insurance Trust. An agency that specializes in providing insurance coverage to governmental agencies. The coverage includes property and inland marine; general liability; and auto.

R&M - General

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

R&M - Fountain

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

R&M - Pools

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

R&M - Tennis Courts

Miscellaneous maintenance costs for the tennis courts.

R&M - Fitness Equipment

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

R&M - Fitness Center

Fitness center floor renovation.

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Clubhouse and Recreation** *(continued)***R&M - Security Cameras**

Miscellaneous repairs to security cameras.

R&M - Backflow Inspection

Expenses for backflow inspections.

Fire Ext. Inspection & Repairs

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

R&M - Fire Alarm

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

Fire Alarm Inspection

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

R&M - Fire Sprinklers

The District has an agreement with Access Fire Protection, Inc. to inspect the fire sprinkler system.

R&M - Computer/Internet

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

Miscellaneous - Cable TV Expenses

Cable Television services from Comcast for the clubhouse and gatehouse.

Miscellaneous - Clubhouse Activities

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

Budget Narrative
Fiscal Year 2025**EXPENDITURES****Clubhouse and Recreation** *(continued)***Miscellaneous - Contingency**

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

Office Supplies

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

Cleaning Supplies

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

Cleaning Services

Non-contractual cleaning services performed by a cleaning company.

Capital Outlay - Other

Capital Outlay for future.

Budget Narrative
Fiscal Year 2025

EXPENDITURES

Reserves

Reserve – Roadways

Reserves for the District roadways.

Reserve – Stormwater System

Reserves for the stormwater system.

Reserves – Tennis Courts

Reserves for the tennis courts.

Reserves – Wall

Reserves for the exterior wall.

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2025	\$ 1,162,542
Net Change in Fund Balance - Fiscal Year 2025	-
Reserves - Fiscal Year 2025 Additions	115,049
Total Funds Available (Estimated) - 9/30/2024	1,277,591

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - Operating Capital		157,067 ⁽¹⁾
Reserves Capital Projects (Prior Years)	76,539	<u>76,539</u>
Reserves - Irrigation FY 2024	15,000	
Reserves - Irrigation FY 2025	15,000	<u>30,000</u>
Reserves - Legal (Prior Years)	3,792	<u>3,792</u>
Reserves -Roadways (Prior Years)	209,779	
Reserves -Roadways FY 2024	32,394	
Reserves -Roadways FY 2025	32,394	<u>274,567</u>
Reserves -Stormwater system (Prior Years)	58,581	
Reserves -Stormwater system FY 2024	29,220	
Reserves -Stormwater system FY 2025	29,220	<u>117,021</u>

Exhibit "A"
Allocation of Fund Balances

Reserves -Tennis Courts FY 2024	10,000	
Reserves -Tennis Courts FY 2025	10,000	<u>20,000</u>
Reserves -Wall (Prior Years)	32,109	
Reserves -Wall FY 2024	28,435	
Reserves - Wall FY 2024 Less Expenses	(148,250)	
Reserves -Wall FY 2025	28,435	<u>(59,271)</u>
	Subtotal	<u>462,648</u>
Total Allocation of Available Funds		<u>619,715</u>
Total Unassigned (undesignated) Cash		<u>\$ 657,875</u>

Notes

(1) Represents approximately 3 months of operating expenditures less \$10,000 due to negative unassigned.

Heritage Lake Park
Community Development District

Debt Service Budget
Fiscal Year 2025

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2022	FY 2023	BUDGET FY 2024	THRU Feb-24	Mar - Sep-24	PROJECTED FY 2024	BUDGET FY 2025
REVENUES							
Interest - Investments	\$ 554	\$ 7,915	\$ 1,000	\$ 3,087	\$ 4,322	\$ 7,409	\$ 1,000
Special Assmnts- Tax Collector	180,800	210,159	180,800	164,756	16,044	180,800	180,800
Special Assmnts- Prepayment	-	228,615	-	-	-	-	-
Special Assmnts- Discounts	(6,532)	14,693	(7,232)	(6,505)	-	(6,505)	(7,232)
TOTAL REVENUES	174,822	461,382	174,568	161,338	20,366	181,704	174,568
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	1,245	1,399	3,616	3,165	321	3,486	3,616
Total Administrative	1,245	1,399	3,616	3,165	321	3,486	3,616
<i>Debt Service</i>							
Principal Debt Retirement	85,000	85,000	90,000	-	75,000	75,000	80,000
Principal Prepayments	5,000	245,000	-	10,000	-	10,000	-
Interest Expense	103,028	97,898	79,230	39,615	39,330	78,945	74,385
Total Debt Service	193,028	427,898	169,230	49,615	114,330	163,945	154,385
TOTAL EXPENDITURES	194,273	429,297	172,846	52,780	114,651	167,431	158,001
Excess (deficiency) of revenues							
Over (under) expenditures	(19,451)	32,085	1,722	108,558	(94,285)	14,273	16,567
OTHER FINANCING SOURCES (USES)							
Extraordinary Gain / Loss	-	(47,716)	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	-	1,722	-	-	-	16,567
TOTAL OTHER SOURCES (USES)	-	(47,716)	1,722	-	-	-	16,567

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2025 Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2022	FY 2023	BUDGET FY 2024	THRU Feb-24	Mar - Sep-24	PROJECTED FY 2024	BUDGET FY 2025
Net change in fund balance	(19,451)	(15,631)	1,722	108,558	(94,285)	14,273	16,567
FUND BALANCE, BEGINNING	196,130	176,679	161,048	161,048	-	161,048	175,321
FUND BALANCE, ENDING	\$ 176,679	\$ 161,048	\$ 162,770	\$ 269,606	\$ (94,285)	\$ 175,321	\$ 191,888

Series 2005 - Special Assessment Revenue Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	Extra. Remdmt	INTEREST	TOTAL
11/01/2024	\$ 1,305,000.00	5.70%			\$ 37,192.50	\$ 37,192.50
5/01/2025	\$ 1,305,000.00	5.70%	\$ 80,000.00		\$ 37,192.50	\$ 117,192.50
11/01/2025	\$ 1,225,000.00	5.70%			\$ 34,912.50	\$ 34,912.50
5/01/2026	\$ 1,225,000.00	5.70%	\$ 85,000.00		\$ 34,912.50	\$ 119,912.50
11/01/2026	\$ 1,140,000.00	5.70%			\$ 32,490.00	\$ 32,490.00
5/01/2027	\$ 1,140,000.00	5.70%	\$ 85,000.00		\$ 32,490.00	\$ 117,490.00
11/01/2027	\$ 1,055,000.00	5.70%			\$ 30,067.50	\$ 30,067.50
5/01/2028	\$ 1,055,000.00	5.70%	\$ 90,000.00		\$ 30,067.50	\$ 120,067.50
11/01/2028	\$ 965,000.00	5.70%			\$ 27,502.50	\$ 27,502.50
5/01/2029	\$ 965,000.00	5.70%	\$ 100,000.00		\$ 27,502.50	\$ 127,502.50
11/01/2029	\$ 865,000.00	5.70%			\$ 24,652.50	\$ 24,652.50
5/01/2030	\$ 865,000.00	5.70%	\$ 105,000.00		\$ 24,652.50	\$ 129,652.50
11/01/2030	\$ 760,000.00	5.70%			\$ 21,660.00	\$ 21,660.00
5/01/2031	\$ 760,000.00	5.70%	\$ 110,000.00		\$ 21,660.00	\$ 131,660.00
11/01/2031	\$ 650,000.00	5.70%			\$ 18,525.00	\$ 18,525.00
5/01/2032	\$ 650,000.00	5.70%	\$ 115,000.00		\$ 18,525.00	\$ 133,525.00
11/01/2032	\$ 535,000.00	5.70%			\$ 15,247.50	\$ 15,247.50
5/01/2033	\$ 535,000.00	5.70%	\$ 125,000.00		\$ 15,247.50	\$ 140,247.50
11/01/2033	\$ 410,000.00	5.70%			\$ 11,685.00	\$ 11,685.00
5/01/2034	\$ 410,000.00	5.70%	\$ 130,000.00		\$ 11,685.00	\$ 141,685.00
11/01/2034	\$ 280,000.00	5.70%			\$ 7,980.00	\$ 7,980.00
5/01/2035	\$ 280,000.00	5.70%	\$ 135,000.00		\$ 7,980.00	\$ 142,980.00
11/01/2035	\$ 145,000.00	5.70%			\$ 6,412.50	\$ 6,412.50
5/01/2036	\$ 145,000.00	5.70%	\$ 145,000.00		\$ 6,412.50	\$ 151,412.50
			\$ 1,305,000.00		\$ 536,655.00	\$ 1,841,655.00

Budget Narrative
Fiscal Year 2025

REVENUES

Interest – Investments

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

Special Assessment - Tax Collector

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

Special Assessment - Discounts

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

EXPENDITURES

Administrative

Misc.-Assessment Collection Cost

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

Debt Service

Principal Debt Retirement

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

Interest Expense

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

Heritage Lake Park
Community Development District

Supporting Budget Schedule
Fiscal Year 2025

**Comparison of Assessment Rates
Fiscal Year 2025 vs. Fiscal Year 2024**

Product	Total Units/Acres	ERU Per Unit	On-Roll ERUs	FY 2025	FY 2024	Percent Change	FY 2025	FY 2024	Percent Change	FY 2025	FY 2024	Dollar Change	Percent Change
				O & M Per Unit	O & M Per Unit		Debt Svc Per Unit	Debt Svc Per Unit		Total Per Unit	Total Per Unit		
Condo	246.00	1.00	246.00	\$1,646.43	\$1,650.36	-0.2%	\$ 422.43	\$ 422.43	0.0%	\$ 2,068.86	\$ 2,072.79	\$ (3.92)	-0.2%
Park Villa	116.00	1.00	116.00	\$1,646.43	\$1,650.36	-0.2%	\$ 422.43	\$ 422.43	0.0%	\$ 2,068.86	\$ 2,072.79	\$ (3.92)	-0.2%
Park Villa Prepaid	40.00	1.00	40.00	\$1,646.43	\$1,650.36	-0.2%	\$ -	\$ -	0.0%	\$ 1,646.43	\$ 1,650.36	\$ (3.92)	-0.2%
Luxury Villa	60.00	1.00	60.00	\$1,646.43	\$1,650.36	-0.2%	\$ 464.67	\$ 464.67	0.0%	\$ 2,111.10	\$ 2,115.03	\$ (3.92)	-0.2%
	462.00		462.00										
Commercial	14.16	3.77	53.38	\$518.90	\$507.86	2.2%	\$ -	\$ -	0.0%	\$ 518.90	\$ 507.86	\$ 11.04	2.2%

TENTH ORDER OF BUSINESS

10A



Heritage Lake Park CDD

03/21/24 – Field Management Report



www.inframarkims.com

Inspected by: **Jacob Whitlock and Niles Waring**

Construction: Crew on-site.

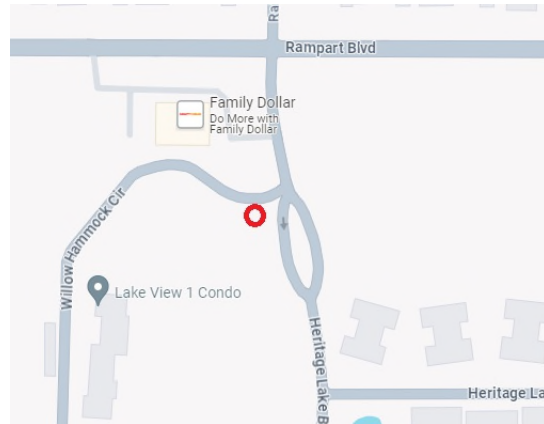


1. Common Areas/Vacant Land

a. Stumps were ground down at intersection of Ibis Trail and Willow Hammock Ct.



- b. Material has been deposited just south of Willow Hammock and just west of the community entrance.



- c. Holes dug in the ground HL Blvd and HL Blvd near pumpstation #1.



2. Facilities

No new issues observed.

- a. **Backflow:** No issues observed.
- b. **Clubhouse:** No issues observed.



i. Condenser Enclosure/HVAC: No issues observed.



ii. Defibrillator: AED showing good state of charge. Cabinet alarm sounded when opened.



iii. Doors: No issues observed.

iv. Fire Extinguishers/Alarm/Sprinkler System: No issues observed at this time.
Kitchen: No issues observed.



Library: No issues observed.

v. Perimeter of clubhouse:
No issues observed.



- vi. Pool Table:** No issues observed.
- vii. Walkways:** No issues observed.
- viii. Water Fountains:** No issues observed.
- ix. Windows:** No issues observed.
- c. Fitness Center:** No issues observed.
 - i. Bathrooms:** No issues observed.
 - ii. Doors:** No new issues observed.
 - iii. Equipment:** No issues observed.
 - iv. Exterior:** No issues observed.
 - v. Fencing:** No issues observed.
 - vi. Water Heater:** No issues observed.
 - vii. Windows:** No issues observed.
- d. Fountain:** No new issues observed.

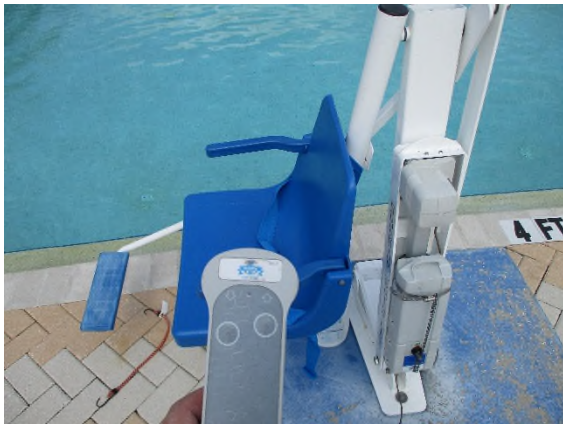
e. Gatehouse:

- i. Awning:** No new issues observed
- ii. Cameras/Envera Equipment:** No issues observed.
- iii. Fire Extinguisher:** No issues observed.
- iv. Flooring:** No issues observed.
- v. Plumbing/Electrical:** No issues observed.

f. Mailbox Kiosks:

- i.** No new issues observed.

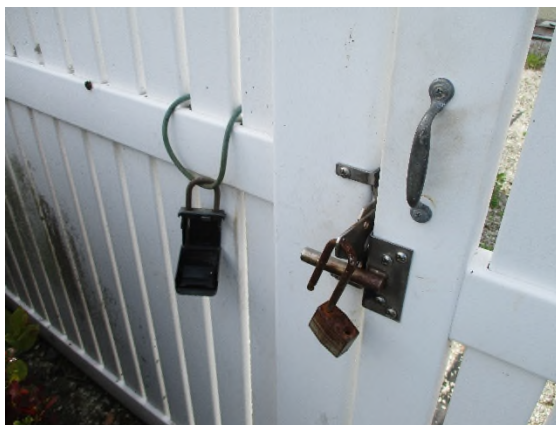
g. Pool: Residents were swimming at the time of inspection. Pool appeared to be in good working order at the time of inspection. ADA chair operating as designed. Pool pump running during inspection.



- i.** AED showing good state of charge. Cabinet alarm sounded when opened.



- ii. Awning:** No issues observed.
- iii. Chairs:** No issues observed.
- iv. Equipment:** No issues observed. The pool area was unlocked at the time of inspection. I have reached out to the vendor for clarification.



- v. Fence:** No issues observed.
- vi. Lift:** Chair lift operating as designed.
- vii. Pool Deck:** No issues observed.
- h. Tennis Courts:** No issues observed.



Shed/Golf Cart: No issues observed.

3. Lake/Wetland Management

All lake issues are low density unless otherwise noted.

- a. **Algae on Lakes:** Light algae on all lakes. Mostly in littoral zones
- b. **Boundary Poles:** No issues observed.
- c. **Grass Clippings in Lakes:** No issues observed.
- d. **Littorals:**



- e. **Trash in Lakes:** No issues observed.
- f. **Weeds:**
 - i. **Alligator Flag on Lakes (native littoral, requested to be limited in the district):**
No issues observed.
 - ii. **Alligator Weed:** No issues observed.
 - iii. **Baby's Tears (native plant):** No issues observed.
 - iv. **Cattails on Lakes:** No issues observed.
 - v. **Climbing Hempvine:** No issues observed.
 - vi. **Dollar Weed on Lakes:** No issues observed.
 - vii. **Duckweed on Lakes:** No issues observed.
 - viii. **Spatterdock/Water Lilly on Lakes:** No issues observed.
 - ix. **Torpedo Grass:** No issues observed.

- x. **Water Lettuce on Lakes:** No issues observed.
- xi. **Wetlands:** No issues observed.
- 4. **Landscaping:** No issues observed.
- Commercial Properties:** No issues observed.

- a. **Debris Clean Up:** No issues observed.
- b. **Edging:** No issues observed.
- c. **Flower Beds:** No issues observed.
- d. **Invasive/Exotic Issues:** No issues observed.
- e. **Mowing:** No issues observed during the inspections.
- f. **Plant Health:**
 - i. No new issues observed.
- g. **Tree Maintenance:** No issue observed.
 - i. **Boundary Wall:** No issues observed.
 - ii. **Entry Fencing/Monuments:** No new issues observed.
 - iii. **Fitness Center:** No issues observed.



- 1. **Tennis Courts:** No new issues observed.
- iv. **Mailbox Kiosks:** No new issues observed.
- v. **Roadway Lighting:** No new issues observed.
- vi. **Stormwater System:**
 - h.
 - i. **Drain on north end of Royal Tern has a section cut out and a small trench dug along the ground.**



ii. Mitered end on the West side of lake 4 is crack and separating in the top corner. Recommend the board request proposal to repair/replace.



iii. Weeding: No issues observed.

5. Irrigation System

- a. Irrigation system repairs are underway.
- b. **Pump Station #1:** Not running at the time of inspection.



- c. **Pump Station #2:** No issues observed.
- d. **Pump Station #3:** No issues observed.
- e. **Pump Station #4:** No issues observed.
- f. **Pump Station #5:** No issues observed.
- g. **Pump Station #6:** No issues observed.
- h. **Pump Station #7:** No issues observed.
- i. **Valve covers:** No issues observed.
- j. **Water Spigots:** No issues observed.
- k. **Wiring:** No issues observed.
- 6. **Perimeter Wall/Fencing/Monuments:**
 - a. No issues observed.
- 7. **Roadways**
 - a. **Gate Systems:** No issues observed.
 - b. **Pavement:** No new issues. Delamination and holes near entry gate house. It appears to have worsened since previous inspections.
 - c. **Roadway Lighting:** No new issues observed.
 - d. **Roadway Signage:** Resident had previously reported damaged street signage. observed.
- 8. **Sidewalks:** No issues observed.
- 9. **Stormwater Drainage System**
 - a. **Catch Basins:** No issues observed.
 - b. **Drain Culverts/Interconnects:** No new issues observed.
 - c. **Erosion:** No new issues observed.
 - d. **Lake Weirs:**
 - i. **Outfall:** No issues observed.
 - ii. **Pool Drainage:** No issues observed. Weeds have been cut back. It is recommended that the drain is regularly cleaned. Grate cleared by inspector.



iii. Lake 3 control structure was not flowing.

10. Residential Complaints/Concerns:

i. A resident asked if anything was going to be done about the leaning tree near pump #1 (HL Blvd and HL Blvd). ((Northwest corner of Lake 3))



- ii. A resident asked what was going to be done about the tree stump on the west side of Heron Lake Dr. (Southwest end of the community).



11. Fish/Wildlife Observations

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

12. Non CDD Items: None observed.

10Bi

Reference Number: 20240321-18360333552	Form Name: Maintenance Quality Inspection (MQI) NEW 8-2022
Submitter Name: Sergio Rojas sergio.rojas@lmppro.com	Date Sent on Device: Mar 21, 2024 11:25:22 AM EDT
Location:	

GENERAL INFORMATION

Section 1

PROPERTY NAME	Heritage Lake Park CDD (Includes Irrigation Contract)
LOCATION	SARASOTA
Supervisor Email	sergio.rojas@lmppro.com
Branch Manager	christopher.berry@lmppro.com
Supervisor First Name	Sergio
Supervisor Last Name	Rojas
DATE OF INSPECTION	Mar 21, 2024
Next Inspection Date	Apr 21, 2024

INSPECTION DETAILS

Monthly Maintenance

1 DETAILS	9
1 DETAILS NOTES	Small detail items need addressed. Tree to the left of the clubhouse needs to be trimmed and cleaned to show handicap sign. Some plantings need a little trimming. Overall beautiful and pristine appearance.
1 DETAILS PHOTOS	



**2 MOWING FUNCTIONS -
EDGING,MOW,STRING TRIM,BLOW**

10

**2.1 MOWING FUNCTIONS -
EDGING,MOW,STRING TRIM,BLOW NOTES**

Mowing look good and pristine. Good edge lines and uniform height.

**2 MOWING FUNCTIONS -
EDGING,MOW,STRING TRIM,BLOW PHOTOS**



3 SHRUB PRUNING

9

3 SHRUB PRUNING NOTES

Some small trimming needed at clubhouse. Plants have kept really good shape.

3 SHRUB PRUNING PHOTOS



**4 TREES/PALMS UP TO 15' TRIMMING
4 TREES/PALMS UP TO 15' TRIMMING
NOTES**

4

Pygmy's need a little touchups.

**4 TREES/PALMS UP TO 15' TRIMMING
PHOTOS**



5 OVERALL CLEANLINESS

5

5 OVERALL CLEANLINESS NOTES

Clean as a whistle. No debris noted on roadways or curbing.

5 OVERALL CLEANLINESS PHOTOS



6 TURF INSECT/DISEASE CONTROL

5

6 TURF INSECT/DISEASE CONTROL NOTES

No issues noted during walkthrough.

7 TURF WEED CONTROL – TURF AREAS

3

**7 TURF WEED CONTROL – TURF AREAS
NOTES**

A lot of Bermuda and weeds around pool and behind clubhouse. Need to have treated.

**7 TURF WEED CONTROL – TURF AREAS
PHOTOS**



8 PLANT INSECT/DISEASE CONTROL

4

8 PLANT INSECT/DISEASE CONTROL NOTES

Issues noted in the plants . Fungus seems to be in plants to the left of the clubhouse.

8 PLANT INSECT/DISEASE CONTROL PHOTOS



9 WEED CONTROL – BED AREAS

19

9 WEED CONTROL – BED AREAS NOTES

Big weeds noted in plant beds. Will have removed during trim event.

9 WEED CONTROL – BED AREAS PHOTOS



10 TURF FERTILITY

9

10 TURF FERTILITY NOTES

Turf lacking color. Needs to be slightly greener.

10 TURF FERTILITY PHOTOS



11 PLANT FERTILITY

10

11 PLANT FERTILITY NOTES

Good color and healthy plantings noted.

11 PLANT FERTILITY PHOTOS



12 CARRYOVERS	5
Deductions	8
OVERALL MONTHLY MAINTENANCE SCORE	92%

Additional Services

PALM PRUNING	10
PALM PRUNING NOTES	Tall palms will have estimate sent to trim. Overall clean and not an issue.

MULCHING	7
MULCHING NOTES	Mulch beds are lacking and are bare.

MULCHING PHOTOS



WATER/IRRIGATION MANAGEMENT	10
WATER/IRRIGATION MANAGEMENT NOTES	No leaks or running water during inspection.

ANNUALS (APPEARANCE, INSECT CONTROL, DEADHEADING)	10
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ANNUALS (APPEARANCE, INSECT CONTROL, DEADHEADING) NOTES	No flowers present.
--	---------------------

BEST VIEW OF THE MONTH



10Bii.



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Heritage Lake Park CDD c/o Inframark 210 N University Dr #702 Coral Springs, FL 33071

Date	3/6/2024
Estimate #	88399
LMP REPRESENTATIVE	
SR	
PO #	
Work Order #	

--

DESCRIPTION	QTY	COST	TOTAL
Work to be done in the (Oasis Area mentioned by Justin and Niles.) to replace the dead/dying Mamy crotons and adding mulch. Work includes the removal of the dead/dying Mamy crotons, labor, command soil, debris removal/disposal and adding mulch to beautify the bed areas. All 6 islands are included.			
Mamy Crotons 3 GAL	45	19.25	866.25
Mulch- Cocoa Brown	120	10.25	1,230.00
Command Soil CY	1	151.25	151.25

TERMS AND CONDITIONS:

TOTAL	\$2,247.50
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices. If paying by credit card, please add a 3% processing fee of the Invoice Total.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

OWNER / AGENT

DATE

10Biii.



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Heritage Lake Park CDD c/o Inframark 210 N University Dr #702 Coral Springs, FL 33071

Date	3/6/2024
Estimate #	88400
LMP REPRESENTATIVE	
SR	
PO #	
Work Order #	

--

DESCRIPTION	QTY	COST	TOTAL
Work to be done in 2 beds on the outbound lane when exiting the community. 2 beds were noted with open areas and will have install of Mamy crotons with mulch to beautify the area. Work includes labor, install of many crotons, and adding mulch to beautify the areas. 1 year warranty is covered for any and all plant material.			
Mamy Crotons 3 GAL	8	19.25	154.00
Mulch- Cocoa Brown	12	10.25	123.00

TERMS AND CONDITIONS:	TOTAL	\$277.00
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices. If paying by credit card, please add a 3% processing fee of the Invoice Total.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

OWNER / AGENT

DATE

10C



Work Order	00494825	Account	Heritage Lake Park CDD
Work Order	00494825	Contact	Justin Faircloth
Number		Address	25614 Heritage Lake Blvd Punta Gorda, FL 33983
Created Date	3/1/2024		

Work Details

Specialist	Cabinet checked, timers set. Lights verified	Prepared By	James McNulty
Comments to Customer	Fountain displays properly		

Work Order Assets

Asset	Status	Product Work Type
Heritage Lake Park CDD Fountain 1	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Lake Park CDD Fountain 1	CHECK POWER CABLE	
Heritage Lake Park CDD Fountain 1	PANEL COMPONENT CHECK	
Heritage Lake Park CDD Fountain 1	LIGHTING INSPECTION (IF APPLICABLE)	
Heritage Lake Park CDD Fountain 1	FOUNTAIN FUNCTIONALITY	
Heritage Lake Park CDD Fountain 1		



Work Order	00515864	Account	Heritage Lake Park CDD
Work Order	00515864	Contact	Justin Faircloth
Number		Address	25614 Heritage Lake Blvd Punta Gorda, FL 33983
Created Date	3/7/2024		

Work Details

Specialist	Treated for grasses, brush, and weeds in Lakes	Prepared By	Justin Kolecki
Comments to	#1, 3, and 9.		
Customer	No algae or submerged aquatic vegetation present during visit.		
	Thank you for your buisness.		

Work Order Assets

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

Service Parameters

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



Work Order 00560481
 Work Order 00560481
 Number
 Created Date 3/15/2024

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

Work Details

Specialist Treated sites for exotic invasive and nuisance
 Comments to species.
 Customer Prepared By ROBERT BROOKINS

Work Order Assets

Asset	Status	Product Work Type
Heritage Lake Park Cdd Wetlands	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Lake Park Cdd Wetlands	INVASIVES CONTROL	
Heritage Lake Park Cdd Wetlands	LITTORAL SHELF	
Heritage Lake Park Cdd Wetlands		

Eleventh Order of Business

11A.



7011 Wilson Rd.
 West Palm Beach FL 33413
 561-964-2001 Fax: 561-964-5009
 www.sportsurfaces.com

PROPOSAL/AGREEMENT

February 25, 2024

Heritage Lakes CDD
 25635 Heritage Lake Park Blvd
 Punta Gorda FL 33983

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Heritage Lake CDD hereinafter called the Customer for resurfacing of (1) tennis court, (4) pickleball courts and (1) shuffleboard court with respect to the following terms and specifications:

COURT PREPARATION:

Court Size: 120' x 120'

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil.

The Contractor will patch depressions greater than 1/16" after 1 hour drying time in sunlight, grind down any ridges as necessary. Depressions are low spots that hold water on the court. Up to 10 gallons of patching material included.

The Contractor will fill open cracks with crack filler.

The Contractor will install fiberglass membrane over the entire surface area of the courts.

The Contractor will cut out 18 square feet of asphalt, remove roots and install new hot mix asphalt. Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water.

SURFACING OF TENNIS & PICKLEBALL COURT(S)

The Contractor will apply (2) Coat of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), To provide in depth color over court surface. Color Choice _____

(Colors may be selected by visiting <https://sportsurfaces.com/design/surface-color-selector/> The Contractor will accurately locate, mark, and paint two inch wide playing lines in accordance with USTA & USPA regulations Lines for (1) tennis court, (8) pickleball courts. (pickleball lines on tennis court will have 6 ft. In between courts).

SHUFFLEBOARD COURT

The Contractor will add lines and numbers for (1) shuffleboard court on North end of tennis court. No shuffleboard court surface, lines and numbers only.

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of **TWENTY FOUR THOUSAND NINE HUNDRED DOLLARS (\$24,900.00)**

*All prices are in US Dollars. Prices are subject to change after fourteen (14) days. Our bid prices are based upon you providing adequate access and storage areas.



7011 Wilson Rd.
West Palm Beach Fl. 33413
561-964-2001 Fax: 561-964-5009
www.sportsurfaces.com

February 25, 2024

Heritage Lakes CDD
25635 Heritage Lake Park Blvd
Punta Gorda FL 33983

OPTIONAL – PLEASE INITIAL TO ORDER

Waste Removal: Customer will provide dumpster for waste removal or agrees hereby to be billed for waste removal fees. Average Price per dumpster \$ 600-\$1,000.00 depending on location/service provider. Demolition waste removal in "fee". Any other dumpsters needed not included in "fee".
Dumpster provided by Customer _____ Dumpster provided by Sport Surfaces _____

Color Choice Additional Coating: Light Colors and Red will need a 3rd Coat. ADD \$
3,200.00 _____
Only needed if red or light colors are chosen. Most colors do not need additional coating.

Tennis Net: The Contractor will supply and install (1) new tennis net ADD \$ 350.00 _____

Pickleball Net: The Contractor will supply and install (4) new pickleball nets ADD \$990.00 _____

Root Barrier:
The Contractor will install a chemical root barrier around the entire perimeter of the surface. ADD
\$3,900.00 _____



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 West Palm Beach FL 33413
 561-964-2001 | Fax: 561-964-5009
www.sportsurfaces.com

February 25, 2024

Heritage Lakes CDD
 25635 Heritage Lake Park Blvd
 Punta Gorda FL 33983

PROVISIONS:

The Customer agrees to pay a 33% due upon acceptance of proposal
 The Customer agrees to pay a 33% due upon commencement.
 The Customer agrees to balance upon completion of the above-proposed work.

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

TERMS & CONDITIONS

CUSTOMER AGREES THAT BY SIGNING THE BELOW CONTRACT THEY AGREE TO ABIDE BY OUR TERMS AND CONDITIONS WHICH CAN BE FOUND BY CLICKING THIS LINK OR CUTTING AND PASTING THIS LINK ONTO THEIR BROWSER: <https://sportsurfaces.com/terms-and-conditions/>

Respectfully submitted by Nick Chavez - Sports Surfaces LLC.

Proposal accepted by: _____ Title: _____ Date: _____

AGREEMENT FOR TENNIS COURT, PICKLEBALL COURT, AND SHUFFLEBOARD COURT RESURFACING

This Agreement (“Agreement” or “Contract”), is made between HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, and SPORT SURFACES, LLC, a Florida Limited Liability Company, (hereinafter referred to as the “Contractor”) with an address of 7011 Wilson Road, West Palm Beach, Florida 33413, on this [REDACTED] day of [REDACTED], 2024.

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to supply labor and materials to resurface tennis courts, pickleball courts, and shuffleboard courts in the community; and

WHEREAS, the Contractor has offered to provide such work pursuant to the proposal attached hereto.

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary for resurfacing the tennis courts, pickleball courts, and shuffleboard courts (hereinafter referred to as the “Contract Work” and more specifically detailed in the proposal attached hereto as Exhibit “A”). To the extent of any conflict between the Contract and Exhibit “A,” the terms of this Contract shall govern. The terms of this Contract shall also supersede any “terms and conditions” (as referenced in Exhibit “A”) of Contractor in conflict with the terms referenced herein.

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

III. CONTRACT SUM

The District agrees to pay Contractor for the Contract Work the total sum of TWENTY-FOUR THOUSAND NINE HUNDRED and 00/100 Dollars (**\$24,900.00**) (hereinafter referred to as the “Contract Sum”). The District shall pay the Contractor for the Contract Work thirty three percent (33%) upon Contract execution and receipt of necessary insurance required herein, thirty three percent (33%) upon commencement of Contract Work, and the balance remaining upon Contract completion to the District’s sole and absolute discretion and final inspection approval by applicable local government authorities. The Contract Sum is the final price and there shall be no cost overruns absent a written Change Order executed by all parties before any of the excess materials and/or work is incurred.

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

IV. TIME OF COMMENCEMENT AND COMPLETION

After full execution of this Contract and receipt of all insurance referenced herein, the Contract Work shall commence on or about [REDACTED], **2024**. Subject to authorized adjustments, the Contract Work shall be substantially completed and ready for inspection by the District and/or its representatives no later than [REDACTED] **calendar days** from commencement of Contract Work (hereinafter referred to as the “Contract Time”). Contractor and the District recognize that time is of the essence of this Contract and the District will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the District shall not be delayed by any act or omission of Contractor. Failure to fully complete the Contract Work within the time fixed in this Contract and extensions thereof may result in substantial injury to the District, and the District and Contractor recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the District if the Contract Work is not completed on time. Therefore, in the event the Contract Work is not completed within the Contract Time, Contractor shall pay the District (or the District may withhold from payment due) the sum of One Hundred Dollars (\$100.00) for each day of such delay in addition to any other damages and/or remedies to which the District may be entitled. The above-referenced liquidated damages amount shall be applicable and payable to the District without proof of special damages. The District and Contractor agree that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Contractor agrees the amount of liquidated damages approximates the loss anticipated at the time of execution of this Contract.

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

V. CONTRACTOR’S REPRESENTATIONS

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

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

VI. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Contract Work: The Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means and coordination for all work. The Contractor shall supervise and direct the work to the best of its ability giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment: The Contractor shall maintain at all times strict discipline among its employees and subcontractors, if any, and shall not employ or retain for work at the District any person unfit or without sufficient skills to perform the job for which such person is utilized.
3. Furnishing of Labor, Materials/Liens, and Claims: The Contractor shall provide and pay for all labor, materials, and equipment, including tools, transportation and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Contract.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances.
5. Responsibility for Negligence of Employees and Subcontractors: The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. The

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.

7. Warranty of Fitness of Equipment and Materials: Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
8. Clean-Up: Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, machinery, and surplus materials. Contractor agrees on terminating its work at the site, to conduct general clean-up operations.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, and employees, from liabilities, damages, losses, and costs (including but not limited to reasonable attorney's fees), to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. The monetary limitation to the extent of this indemnification is One Million Dollars (\$1,000,000.00) per occurrence. In no event shall Contractor be liable for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to: damages claimed for loss of use of productive facilities or equipment, lost profits, governmental fines or penalties (unless caused by Contractor), lost production, or nonoperational or increased expense of operation.

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

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

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.

2. **Workers' Compensation:** The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed above. No contractor or sub-contractor operating under a workers' compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance.
3. **Commercial General Liability:** The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **Automobile Liability:** The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.
5. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work and a minimum of 10 calendar days before the expiration of

the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured on a primary and non-contributory basis as their interest may appear under this Contract.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. CORRECTING WORK; WARRANTY

1. When it appears to the District during the course of the Contract Work that any work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform and, in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor.
2. Contractor guarantees against faulty workmanship with respect to all Contract Work. Contractor further guarantees as follows: Twenty-four (24) month warranty on labor and material or more if manufacturer warrants. All time periods commence upon Contract completion and acceptance by the District. Warranty excludes normal wear and tear, physical abuse or neglect, or any other condition beyond Contractor's control including subbase settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure, water vapor and pressure bubbles, and intrusion of weeds or grass.

X. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on ten (10) days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail. On such termination, the District may take possession of the work site and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the District within ten (10) calendar days after written notice.

2. On a default by Contractor, the District may terminate the Contract immediately or elect not to terminate the Contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due the Contractor.
3. Each party further specifically reserves all rights available under the law or equity should there be a default by the other party which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

XI. WORK CHANGES

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

XII. ATTORNEY'S FEES

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

XIII. MISCELLANEOUS

1. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.
2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
4. The laws of the State of Florida shall govern all provisions of this Contract including, but not limited to, the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference regarding any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.

hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.

11. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the District. Upon completion of the Contract, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, AT INFRAMARK, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071, TEL.: 954-603-0033, OR E-MAIL: RECORDSREQUEST@INFRAMARK.COM.

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

**Heritage Lake Park
Community Development District**

By: _____

Title: _____

Date: _____

Sport Surfaces, LLC

By: _____

Title: _____

Date: _____