

***Heritage Park***  
*Community Development District*

*November 15, 2018*

## Heritage Park Community Development District

475 West Town Place, Suite 114, St. Augustine FL 32092

P: (904) 940-5850 • F: (904) 940-5899

November 8, 2018

Board of Supervisors  
Heritage Park  
Community Development District

Dear Board Members:

The Heritage Park Community Development District Board of Supervisors Meeting is scheduled for **Thursday, November 15, 2018 at 1:00 p.m.** at the **Heritage Park Amenity Center, 225 Hefferon Drive, St. Augustine, Florida 32084.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment
- III. Approval of the Minutes of the September 20, 2018 Meeting
- IV. Update on FPL Pole Relocation
- V. Ratification of Agreement for Landscape Maintenance Services
- VI. Update Regarding Encroachment Matters
- VII. Discussion of District Policies
- VIII. Consideration of Proposal for Conversion of Website for ADA Compliance
- IX. Review of Updated Maintenance Map
- X. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager
  - D. Operations Manager - Report
- XI. Audience Comments
- XII. Supervisors Requests
- XIII. Financial Reports
  - A. Balance Sheet and Statement of Revenues & Expenditures
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register
- XIV. Next Scheduled Meeting – January 17, 2019 at 1:00 p.m.
- XV. Adjournment

Enclosed for your review and approval is a copy of the minutes of the September 20, 2018 meeting.

The fifth order of business is ratification of agreement for landscape maintenance services, which is enclosed for your review.



The seventh order of business is discussion of district policies. Enclosed for your review is a copy of the policies.

The eighth order of business is consideration of proposal for website compliance, which is enclosed for your review.

Enclosed under the Operations Manager's report is a memorandum.

A copy of the financial statements, assessments receipts and check register are enclosed for your review.

The balance of the agenda is routine in nature, and any additional support material will be presented and discussed at the meeting.

I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

*James Oliver*

James Oliver  
District Manager

cc:	Rich Whetsel	Jenny Urcan
	Brian Stephens	Michael Eckert
	Darrin Mossing	Carl Eldred
	Ryan Stilwell	

## *AGENDA*

# *Heritage Park Community Development District Agenda*

Thursday  
November 15, 2018  
1:00 p.m.

Heritage Park Amenity Center  
225 Hefferon Drive  
St. Augustine, Florida 32084  
**Call In # 1-800-264-8432 Code # 545792**  
***District Website: [www.heritageparkcdd.com](http://www.heritageparkcdd.com)***

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## *MINUTES*

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

The regular meeting of the Board of Supervisors of the Heritage Park Community Development District was held on Thursday, September 20, 2018 at 1:00 p.m. at the Heritage Park Amenities Center, 225 Hefferon Drive, St. Augustine, Florida 32084.

Present and constituting a quorum were:

Ken Kinnecom	Chairman
Mark Masley	Vice Chairman (by phone)
Joanne Wharton	Supervisor
Rodney Philbrick	Supervisor (by phone)
Robert Curran	Supervisor

Also present were:

Jim Oliver	District Manager
Carl Eldred	District Counsel (by phone)
Jenny Urcan	District Engineer
Brian Stephens	Operations Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 1:00 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

Brooke Cantu, a member of the HOA board of directors, stated she went to the CDD website, and it says that the CDD does the maintenance of the mixed use trail, turf, trees and ponds, shrubs and annuals, irrigation system, trash pick-up, and entrance monuments.

Mr. Oliver stated the CDD maintains all improvements owned by the CDD. Any facilities and common areas that are owned by the HOA are maintained by the HOA.

Ms. Cantu stated if I am community shopping, and I read this, I am not going to assume that my HOA dues are going to pay for that.

Mr. Kinnecom stated the monuments within the common areas are the HOA.

Mr. Bob Grimaldi, also a member of the HOA board of directors, stated the question has come up with our landscapers, we are paying them to do those trails, to mulch them and clean them and all that, so are we supposed to be doing that or is that your responsibility?

Mr. Kinnecom responded that is all for the HOA. That is deemed the common areas for the enjoyment and benefit of all residents.

Ms. Wharton stated it is mostly marked as easement where the trails and everything are.

Mr. Grimaldi stated so the trails are our responsibility?

Mr. Kinnecom responded yes.

Mr. Grimaldi stated the other question I have is the landscaping. We have been happy and not happy with our landscaper. I understand you guys got a new landscaping company.

Mr. Kinnecom stated we have not awarded any new agreement. We will be reviewing that later here today.

Mr. Grimaldi stated at some point in time maybe you can give me the name of that company. We are not saying we are going to change, but it makes sense to have one company do everything.

Mr. Kinnecom stated we have three proposals for our review later in the meeting.

Mr. Grimaldi asked about the water and dam along side Lewis Park. Where they dammed it, there seems to be a lot of bugs, and the people are complaining that they are getting bugs in their houses.

Mr. Kinnecom stated the first thing I would do is get on the phone and call either Roads and Bridges under St. John's County or the mosquito control. That is outside of our jurisdiction. I have limited information, but the answer from roads and bridges is that the pond was built as designed, and there is nothing that Heritage Park CDD or HOA can do about it.

### **THIRD ORDER OF BUSINESS**

### **Approval of the Minutes of the July 19, 2018 Meeting**

On MOTION by Ms. Wharton seconded by Mr. Curran with all in favor the Minutes of the July 19, 2018 meeting were approved.
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### **FOURTH ORDER OF BUSINESS**

### **Consideration of Landscape Maintenance Proposals**

Mr. Oliver stated Brian Stephens prepared a scope and sought bids from three landscape maintenance companies, including the incumbent. Copies of the proposals were provided to a the supervisors.

Mr. Stephens stated Yellowstone is the incumbent, and I reached out to Green Earth and Trimac Outdoors. Trimac did not show what their scope of services was. Under General Services on the front page, it says that the performed work is described in Schedule A, and Schedule A was the scope that I developed. From a monetary standpoint, Yellowstone came in annually at \$35,324.00, which is \$2,943.74 monthly. Trimac was second at \$45,336.00 annually, which is \$3,778.00 monthly. Green Earth came in at \$87,000 annually, which is \$7,250.00 monthly. I worked with all three separately, and we went over the exact same stuff and over the same map.

Mr. Kinnecom stated with Yellowstone, because all that manpower is here, and they have the agreement for services with the CDD as well as the HOA, we both benefit from a better price. Seeing those other numbers, it only makes sense that we continue with Yellowstone.

Ms. Wharton stated I have been happy with Yellowstone.

Mr. Kinnecom stated I do not like the CDD to be paying any money out for services not being received as defined. It has been four times this year that I have had to call attention to the fact that Pond 100 had not been mowed, and that is to be mowed on a weekly basis. I also heard from Kris with Green Earth that he, in preparation to make his proposal, looked at all 18 ponds, and he said to me it looked like 4 of the 18 had not been mowed that week. He made that tour on Friday. I would ask, and I would recommend that we stay with Yellowstone but to delicate Brian to have a heart-to-heart talk with them that we cannot accept any excuses other than 12" downpour where they can't mow. There have been times when it has been satisfactory, but it hasn't been done.

Ms. Wharton stated on the positive side, Yellowstone has also done things for us like trimming the trees. There is some of that going on too that we have to acknowledge.

On MOTION by Mr. Kinnecom seconded by Ms. Wharton with all in favor award Yellowstone Landscape the landscaping contract was approved.
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Brian Stephens will meet with Blaine Peterson of Yellowstone to ensure improvement in mowing the banks.

Mr. Eldred will go ahead with the appropriate contracts.

## **FIFTH ORDER OF BUSINESS**

### **Discussion of Encroachment of Fences onto District Property**

Mr. Oliver stated chairman has been working with staff and identified a number of properties that had improvements that went onto District property. Some are close calls, and some are beyond borderline.. The list has been reduced down to eight properties that significantly encroach upon District property. That has been verified by the District Engineer. For each of the eight properties, we will send a letter to those property owners and let them know it is our contention they are exceeding their property line onto District property. If they do not agree with that assessment, they should provide credible evidence of why that is not true. Otherwise we would either ask them to remove those improvements or make them aware the improvements could be removed by the District if it hampers our maintenance issues. I have also discussed this issue with District Counsel.

Mr. Kinnecom stated I examined every property. This all came about because a fence had been approved by the ARB, and the surveyor went out to find where the fence would go, and somehow it all came back to the office of the HOA that the fence next to them looks like it is out too far on the bank. One led to another and to another. The letter is ready. I have read it, and it is a good one.

Ms. Urcan and Mr. Kinnecom looked at a photo of one of the properties and determined it was a shadow and not a fence, so that property is being removed from the list.

Mr. Oliver will send the board members a copy of the letter and a list of the addresses of who will be getting the letter.

## **SIXTH ORDER OF BUSINESS**

### **Ratification of Audit Engagement Letter with Grau & Associates for Fiscal year 2018**

Mr. Oliver stated we are required to have an independent audit performed each year. Those auditors are selected through the RFP process in according with Chapter 218 of Florida

statutes. You went through the process and selected Grau and Associates to perform the audit. There is an engagement letter in the agenda package for \$3,300, which is as budgeted for FY19. The fiscal year ends September 30, so we will start the audit process shortly thereafter.

On MOTION by Mr. Kinnecom seconded by Ms. Wharton with all in favor to ratify the engagement letter from Grau & Associates in the amount of \$3,300 was approved.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Proposal for Website Compliance**

Mr. Oliver stated as a CDD there are certain documents that we are required to have on our website, and we tend to go toward more transparency than less. Unfortunately, within the last six months or so, there have been lawsuits filed against Districts in south and central Florida on behalf of compliance with ADA guidance for the visually impaired.

Ms. Wharton asked was this mostly regarding photographs not having a description?

Mr. Oliver responded that is one part of it. For photos, there should to be a caption so the visually impaired have access to that information. It also has to do with making pdf documents readable. We have a year to become compliant, and we are moving in that direction right now. Staff is working on it to protect the District's interest. We need to make the website compliant and then continue to maintain it.

Ms. Wharton stated I thought the annual maintenance bid was a little high.

Mr. Oliver stated we are still in the early stages of this.

Ms. Wharton stated I notice on the website we also have a link to the HOA. If that something we need to have on there, and is that going to affect their site also? I saw we have about 4 links. Are we talking about doing this to all our links or just the one that says CDD?

Mr. Oliver responded right now our concern is the District, but I understand both governmental and non-governmental sites are subject to these lawsuits. Other types of organizations may have different requirements. We will continue to move on this and bring more information in November.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

**A. Attorney**

Mr. Eldred had no report.

**B. Engineer**

Ms. Urcan had no report.

**C. Manager**

Mr. Oliver stated you adopted the budget at the last meeting, and the assessment roll has been provided to St. John's County tax collectors, and those assessments will be included on the tax bills on November 1.

**D. Operations Manager**

Mr. Stephens stated we replaced two GFCI outlets on ponds 800 and 1000 for fountains. A new fountain timer was installed in pond 100, and new fountain was installed in pond 1000 to replace one of the original powerhouse units that failed.

**NINTH ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Supervisors Requests**

Ms. Wharton stated the pond maintenance for the aquatic weed control, is that 12 months a year? (Yes). In your expertise, is there a possibility to lower it in any way – are we overdoing it? I know our ponds have zero algae, zero growth, also very little aquatic material in the ponds, and I didn't know if we were overdoing it.

Mr. Stephens responded that is actually the reason why you don't have any if because Future Horizons is doing an excellent job and the fact that it is 12 months a year.

Mr. Kinnecom stated we did a study about the electric costs for the 147 LED lights that we replaced in the community. What I see is an 8% reduction in the electric cost, and the other benefit is we have more illumination from the LEDs. Also they communicate directly to FPL in the event of a light being burned out or knocked down. Keep in mind each year the charge per KWH varies. There are variations in the time that they come on and go off because they are all controlled by some factor to do with lighting.

**ELEVENTH ORDER OF BUSINESS**

**Financial Reports**

- A. Balance Sheet and Statement of Revenues & Expenditures**
- B. Assessment Receipts Schedule**
- C. Approval of Check Register**

This reporting is as of August 31, 2018. The Assessment Receipt Schedule is fully collected. Mr. Kinnecom stated he has reviewed all the financial documents.

On MOTION by Mr. Kinnecom seconded by Ms. Wharton with all in favor the Check Register was approved.

**TWELFTH ORDER OF BUSINESS**

**Next Scheduled Meeting**

Mr. Oliver stated the next scheduled meeting is November 15, 2018 at 1:00 p.m. at this location.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Curran seconded by Mr. Kinnecom with all in favor the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *FIFTH ORDER OF BUSINESS*

**LANDSCAPE MAINTENANCE AGREEMENT  
BY AND BETWEEN HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT  
AND YELLOWSTONE LANDSCAPE, INC**

THIS AGREEMENT ("Agreement") is made and entered into as of this 20<sup>th</sup> day of September, 2018, by and between:

**Heritage Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (the "District"), and

**Yellowstone Landscape, Inc.**, a Florida corporation, whose address is 2663 Robert Street, Jacksonville, Florida 32207 ("Contractor").

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners of St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

**WHEREAS**, Contractor maintains that it is qualified to serve as a landscape maintenance contractor and provide such services to the District.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

**1. 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.

**2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The District desires that the Contractor provide professional landscape maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.
- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be

responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.

- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

**3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in the Landscape Maintenance Specifications attached hereto as **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any such work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
  - (1) The District hereby designates the Brian Stephens, Riverside Management Services, to act as its representative.
  - (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

- D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**5. COMPENSATION; TERM.**

- A. As compensation for services described in this Agreement, the District agrees to pay the Contractor twelve (12) monthly payments of Two Thousand, Nine Hundred Forty-Three Dollars and Seventy-Four Cents (\$2,943.74) for an annual total of Thirty-Five Thousand, Three Hundred Twenty-Four Dollars and Eighty-Eight Cents (\$35,324.88). Work shall commence on November 14, 2018, and end November 13, 2019 unless terminated earlier in accordance with Section 13 below.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall as negotiated between the District and the Contractor.

- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of



the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**6. INSURANCE.**

- A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - (1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it

provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. 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.

**7. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

**8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen'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 Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits

or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

**20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to the District:** Heritage Park Community Development District  
475 West Town Place, Suite 114  
World Golf Village  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Carl Eldred

**B. If to the Contractor:** Yellowstone Landscape, Inc.  
2663 Robert Street  
Jacksonville, Florida 32207  
Attn: Cheyne Solesbee

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**24. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

**25. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement 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 Agreement 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.

**26. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that the designated Public Records Custodian for the District is James Oliver.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-904-940-5850, JOLIVER@GMSNF.COM, AND 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092.**

**27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this

Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

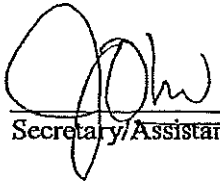
**29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

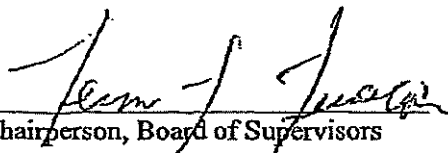
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

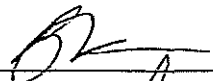
ATTEST:

**HERITAGE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

**YELLOWSTONE LANDSCAPE, LLC**

  
\_\_\_\_\_  
By: Blake Peterson

By: Clyde Sol  
Its: Chayne Solosbee

**Exhibit A: Landscape Maintenance Scope of Services**



## **EXHIBIT A**

### **Heritage Park Community Development District St. Augustine, Florida Landscape Maintenance Specifications**

#### **General Services**

A). Mowing of all grass retention pond turf areas and drainage easements as outlined on maintenance map. Services will be performed once per week during the summer months from April 1<sup>st</sup> thru September 30<sup>th</sup>. Mowing will occur 13 times from October 1st to March 31st. During the winter months the frequency may be reduced due to the dormancy of the grass, but at no time will the grass be allowed to be at a height greater than 6". Mowing will be accomplished by use of rotary type commercial machine set at an approximate height of 4". Walk behind mowers are to be used on all pond banks. The total number of mowing occurrences will be 35 times for the year.

B). Edging of all hard surfaces will be performed during each mowing cycle. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger.

C). Trimming around obstacles within finished turf areas and to the waters edge around retention ponds will be completed during each mowing by use of a string trimmer, chemicals or other mechanical means.

D). The contractor will provide fertilizer, pesticide and weed control on an "As Needed" basis for St. Augustine grass located within the District land(s). Contractor will notify District Property Manager when services will be performed. Ponds 300 and 800 are St. Augustine and irrigated by the Villas HOA. Coordination for watering in of any products can be arranged on these ponds. St. Augustine turf on the pond banks behind residential lots do not have access to water and the most appropriate pesticide application techniques should be used.

E). Irrigation checks will be performed monthly on ponds 1100, 1700 and 1800. Pond 1100 has two zones that water a portion of the pond using HOA well mainline. Ponds 1700 and 1800 are irrigated with surface water and have 3 zones each. These systems are to be used to augment the turf in times of stress and should be adjusted depending on the conditions.

F). Clean-up and removal of storm damage debris, fallen trees, tree limbs or other excessive debris is not covered under this agreement, but can be accomplished under a separate work order if it should become necessary.

G). The contractor will not be held responsible for any pre-existing conditions or damage caused by others, severe wind, freezes, frost, floods, drought or any other acts of nature.

## *SEVENTH ORDER OF BUSINESS*

## **Heritage Park CDD Policy**

Subject: Policy Regarding Removal or Trimming Of Trees and Brush in Preserve Areas Adjacent to Private Property

### **BACKGROUND:**

The Heritage Park CDD (the "District")/ has undeveloped preserves and common areas which are located adjacent to private property, to include lots upon which homes are built. Outlined below is general guidance regarding responsibility for maintenance of trees, brush, and other plantings on these preserve or commons areas that may encroach upon or otherwise impact private property.

### **POLICY**

A. Property owners should report the following situations to the CDD to ensure timely inspection and appropriate action when a preserve or common area tree poses a threat of falling onto and damaging private property:

1. Tree is dead.
2. Tree is significantly diseased or dying.

B. Brush and limbs/branches of healthy trees located on preserve or common areas may encroach onto private property. In these cases, property owners may trim back brush or trees so they do not encroach onto their private property. In cases of preserve areas, the St. Johns River Water Management District would need to be consulted for any actions beyond this limited trimming.

### **PROCESS**

1. Requests for inspection for removal of preserve trees should be forwarded to the District's operations manager. After preliminary review and if warranted, the operations manager will coordinate appropriate actions to include inspection by arborist to determine health of tree and permission from SJRWMD for tree removal.
2. The CDD does not need to be consulted in matter of private property owners trimming back tree limbs and branches, and brush which encroach onto their property. However, property owners must be careful not to trim beyond the property line and disturb preserve areas that are intended to remain in their original state.

3. Please note that certain common areas are owned by the Heritage Park Homeowners Association the "HOA"). The District has no jurisdiction regarding these common areas. Please consult the attached map (Exhibit A) to determine common areas owned by either the District or HOA.

4. For property insurance reasons, it is important to report dead or dying trees before they fall and result in property damage. If not reported prior to the occurrence of damage, the cost of repairs for property damage is typically covered by the homeowner's property insurance policy.

DRAFT

EXHIBIT A  
MAP OF OWNERSHIP OF COMMON AREAS

*MAP TO BE UPDATED BY ENGINEER*

DRAFT

*EIGHTH ORDER OF BUSINESS*

## Website Compliance Proposal For

### Heritage Park CDD

(<http://www.ameliacoursecdd.com/>)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi Kristen Thornburgh
June 21, 2018	1.2	Added WCAG Standards Compliance	VB Joshi
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
August 13, 2018	1.4	Updated pricing for simple, medium and high complexity CDD websites	As per requirements from Ariel and Valerie
August 28, 2018	2.0	Updated conversion and support costs based on discussed scope	As per meeting with GMSCFL

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida



**Project: ADA and WCAG Website Compliance**

**Service Providers: VGlobalTech LLC, Orlando, Florida, USA**

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## 1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The **Americans with Disabilities Act (ADA)** and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**

## **1.1 Common Problems and Solutions in Website Accessibility?**

### **1.1.1 Problem: Images Without Text Equivalents**

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

### **1.1.2 Problem: Documents Are Not Posted In an Accessible Format**

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### **1.1.3 Problem: Specifying Colors and Font Sizes**

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

#### 1.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

##### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

#### 1.1.5 Web Content Accessibility Guidelines (WCAG)

##### **Understanding the Four Principles of Accessibility**

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - o This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - o This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - o This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - o This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

## 2.0 Pricing

### Website Complexity: Small Level Websites

VGlobalTech team shall complete the following critical tasks for client website.  
All costs below are per website / CDD:

#### 2.1 One time (website conversion and compliance cost):

	Task	Estimated Cost
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	\$500
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility	\$100
3.	ADA Standards application (as per Section 1 above). ADA.gov, <b>Web Content Accessibility Guidelines (WCAG)</b>	\$700
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
5.	Create a webpage showing websites ADA Compliance efforts	\$100
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)	\$50
	<b>Total (one time compliance / conversion cost)</b>	<b>\$1750 / one time</b>

**2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):**

**VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:**

	<b>Task</b>	<b>Cost</b>
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	\$200
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	\$75
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)	\$75
4.	Support (upto 1 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any)	\$600
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
	Annual Maintenance (starts after initial compliance engagement quoted above is complete)	\$1250 / year

***This proposal includes following points, stipulations terms and conditions:***

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

### 3.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

***The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.***

---

For Customer

Date

VB Joshi

---

For VGlobalTech

Date



#### 4.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



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## *TENTH ORDER OF BUSINESS*

*D.*

**Heritage Park Community Development District**  
**475 West Town Place, Suite 114, St. Augustine, FL 32092**

**Memorandum**

**Date:** November 15, 2018

**To:** Rich Whetsel via email  
Operations Director

**From:** Brian Stephens  
Operations Manager

**Re:** Heritage Park CDD  
Managers Memorandum

*The following is a summary of activities related to the field operations of the Heritage Park Community Development District.*

**Landscaping:**

1. Yellowstone has started the non-growing season mow schedule.

**Retention Ponds:**

1. Ponds levels are a little below normal level.
2. Future Horizons continues to keep the ponds in good condition.
3. The fountain timers are being checked and adjusted weekly.
4. The fountain timers have been adjusted for daylight savings time.
5. A new fountain timer was installed in pond 800.
6. The lakes and outfall structures are being inspected and cleaned bi-weekly.

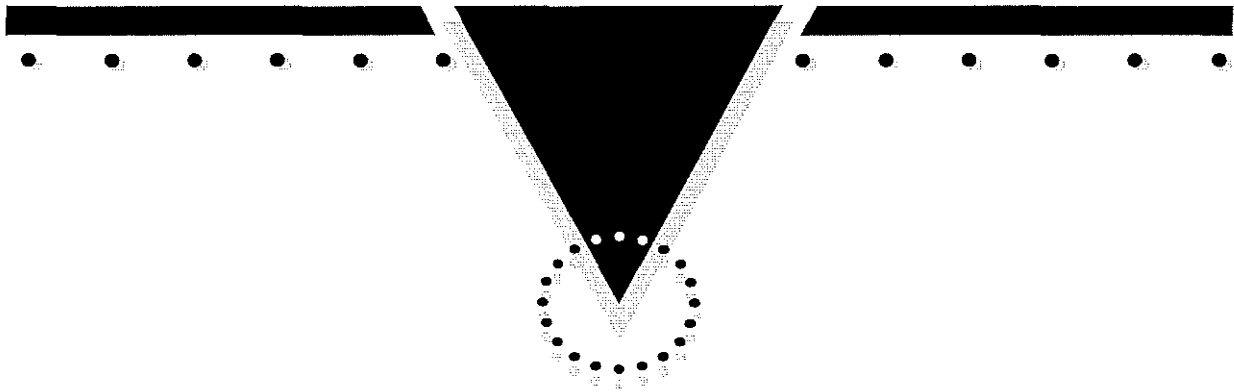
**Other Projects:**

1. We are working with FPL to move the Northern light pole at the speed humps on Heritage Park Drive.

*If you have any questions or comments, please feel free to contact  
Brian Stephens at (904)627-9271 or Rich Whetsel at (904) 759-8923.*

*THIRTEENTH ORDER OF BUSINESS*

*A.*



# **Heritage Park Community Development District**

**Unaudited Financial Reporting**

**October 31, 2018**



**HERITAGE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
**October 31, 2018**

	<u>Governmental Fund</u>			<u>Totals</u> (memorandum only)
<u>Assets</u>	<u>General</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	<u>2019</u>
Cash	\$29,158	-----	\$120,865	\$150,023
Prepaid Expense	\$30	-----	-----	\$30
<u>Investments:</u>				
Operating Account	\$44,867	-----	-----	\$44,867
<u>Series 2013</u>				
Reserve	-----	\$134,034	-----	\$134,034
Revenue	-----	\$194,193	-----	\$194,193
Prepayment	-----	\$24,173	-----	\$24,173
<b>Total Assets</b>	<b>\$74,056</b>	<b>\$352,400</b>	<b>\$120,865</b>	<b>\$547,320</b>
 <u>Liabilities</u>				
Accounts Payable	\$1,945	-----	-----	\$1,945
 <u>Fund Equity, Other Credits</u>				
<u>Fund Balances:</u>				
Unassigned	\$72,111	-----	-----	\$72,111
Restricted for Debt Service	-----	\$352,400	-----	\$352,400
Assigned for Capital Reserve	-----	-----	\$120,865	\$120,865
<b>Total Liabilities, Fund Equity</b>	<b>\$74,056</b>	<b>\$352,400</b>	<b>\$120,865</b>	<b>\$547,320</b>



**HERITAGE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND**

Statement of Revenues and Expenditures  
For Period Ending October 31, 2018

	GENERAL FUND BUDGET	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments Tax Roll	\$255,225	\$0	\$0	\$0
Interest Income	\$25	\$2	\$18	\$16
<b>TOTAL REVENUES</b>	<b>\$255,250</b>	<b>\$2</b>	<b>\$18</b>	<b>\$16</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisors Fees	\$6,000	\$500	\$0	\$500
FICA Expense	\$459	\$38	\$0	\$38
Engineer	\$7,500	\$625	\$0	\$625
Arbitrage Rebate	\$600	\$0	\$0	\$0
Dissemination Agreement	\$1,000	\$83	\$183	(\$100)
District Counsel	\$16,000	\$1,333	\$0	\$1,333
Financial Advisory Services	\$7,500	\$7,500	\$7,500	\$0
Auditing Services	\$3,300	\$0	\$0	\$0
Trustee Fees	\$4,100	\$0	\$0	\$0
Management Fees	\$52,635	\$4,386	\$4,386	\$0
Information Technology	\$1,800	\$150	\$140	\$10
Telephone	\$125	\$10	\$0	\$10
Postage	\$1,000	\$83	\$7	\$77
Printing and Binding	\$750	\$63	\$91	(\$29)
Insurance	\$7,600	\$7,600	\$6,914	\$686
Legal Advertising	\$1,200	\$100	\$0	\$100
Other Current Charges	\$650	\$54	\$63	(\$9)
Office Supplies	\$250	\$21	\$13	\$8
Dues, Licenses, Subscriptions	\$175	\$175	\$0	\$175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$112,643</b>	<b>\$22,722</b>	<b>\$19,297</b>	<b>\$3,425</b>
<b><u>MAINTENANCE:</u></b>				
Field Operations	\$10,300	\$858	\$858	\$0
Landscape Maintenance	\$35,325	\$2,944	\$2,944	\$0
Landscape Contingency	\$7,000	\$583	\$0	\$583
Lake Maintenance	\$23,340	\$1,945	\$1,945	\$0
Lake Contingency	\$7,000	\$583	\$0	\$583
Utility Service	\$17,000	\$1,417	\$1,312	\$104
Street Lights	\$36,000	\$3,000	\$2,954	\$46
Common Area Maintenance	\$10,000	\$833	\$0	\$833
Contingency	\$3,083	\$257	\$0	\$257
<b>TOTAL MAINTENANCE</b>	<b>\$149,048</b>	<b>\$12,421</b>	<b>\$10,014</b>	<b>\$2,407</b>
<b>TOTAL EXPENDITURES</b>	<b>\$261,691</b>	<b>\$35,143</b>	<b>\$29,311</b>	<b>\$5,832</b>
<b>EXCESS REVENUES/ (EXPENDITURES)</b>	<b>(\$6,441)</b>		<b>(\$29,292)</b>	
<b>FUND BALANCE-BEGINNING</b>	<b>\$6,441</b>		<b>\$101,403</b>	
<b>FUND BALANCE-ENDING</b>	<b>(\$0)</b>		<b>\$72,111</b>	

# HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

## DEBT SERVICE FUND

Statement of Revenues & Expenditures  
For Period Ending October 31, 2018

### REVENUES:

	DEBT SERVICE BUDGET	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
Assessments Tax Roll	\$384,574	\$0	\$0	\$0
Interest Income	\$100	\$8	\$87	\$79
<b>TOTAL REVENUES</b>	<b>\$384,674</b>	<b>\$8</b>	<b>\$87</b>	<b>\$79</b>

### EXPENDITURES:

#### Series 2013

Interest Expense 11/01	\$20,000	\$0	\$0	\$0
Special Call 11/01	\$104,711	\$0	\$0	\$0
Principal Expense 05/01	\$180,000	\$0	\$0	\$0
Interest Expense 05/01	\$104,711	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$409,423</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### **EXCESS REVENUES/ (EXPENDITURES)**

<b>(\$24,749)</b>	<b>\$87</b>
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### **FUND BALANCE - BEGINNING**

<b>\$157,562</b>	<b>\$352,313</b>
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### **FUND BALANCE - ENDING**

<b>\$132,814</b>	<b>\$352,400</b>
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# HERITAGE PARK

## Community Development District

### Capital Reserve Fund

#### Statement of Revenues & Expenditures

For Period Ending October 31, 2018

	Adopted Budget	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	Variance
<b><u>REVENUES:</u></b>				
Interest Income	\$50	\$4	\$4	(\$0)
<b>TOTAL REVENUES</b>	<b>\$50</b>	<b>\$4</b>	<b>\$4</b>	<b>(\$0)</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES/ (EXPENDITURES)</b>	<b>\$50</b>		<b>\$4</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$120,860</b>		<b>\$120,861</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$120,910</b>		<b>\$120,865</b>	

**HERITAGE PARK**  
**Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>Revenues:</b>													
Tax Roll Assessments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
<b>Total Revenues</b>	<b>\$18</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18</b>
<b>Expenditures</b>													
<b>Administrative</b>													
Supervisors Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage Rebate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agreement	\$183	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$183
District Counsel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Financial Advisory Services	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Auditing Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$4,386	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,386
Information Technology	\$140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$140
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7
Printing and Binding	\$91	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$91
Insurance	\$6,914	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,914
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$63	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63
Office Supplies	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13
Dues, Licenses, Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Administrative</b>	<b>\$40,007</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$40,007</b>
<b>Maintenance</b>													
Field Operations	\$858	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$858
Landscape Maintenance	\$2,944	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,944
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$1,945	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,945
Lake Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utility Service	\$1,312	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,312
Street Lights	\$2,954	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,954
Common Area Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Maintenance</b>	<b>\$10,014</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,014</b>
<b>Total Expenditures</b>	<b>\$50,021</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,021</b>
<b>Excess Revenues/(Expenditures)</b>	<b>(\$39,993)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$39,993)</b>

**Heritage Park**  
**Community Development District**  
**LONG TERM DEBT REPORT**

SERIES 2013, SPECIAL ASSESSMENT REFUNDING BONDS		
MATURITY DATE:	5/1/2035	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT	
RESERVE FUND REQUIREMENT	\$193,893	
RESERVE FUND BALANCE	\$194,193	
BONDS OUTSTANDING - 10/30/13		\$5,095,000
LESS: SPECIAL CALL 5/1/14		(\$10,000)
LESS: PRINCIPAL PAYMENT 5/1/15		(\$160,000)
LESS: PRINCIPAL PAYMENT 5/1/16		(\$165,000)
LESS: SPECIAL CALL 5/1/16		(\$10,000)
LESS: PRINCIPAL PAYMENT 5/1/17		(\$170,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$175,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$4,405,000</b>

*B.*

**SPECIAL ASSESSMENT RECEIPTS - FY2019**

Gross Assessments	\$ 680,681	\$ 271,560	\$ 409,121
Net Assessments	\$ 639,840	\$ 255,266	\$ 384,574

7

*C.*



# Heritage Park Community Development District

## Summary of Invoices

September 13, 2018 to October 31, 2018

Fund	Date	Check No.'s		Amount
General Fund	9/14/18	2698-2699	\$	5,514.26
	9/21/18	2700-2701	\$	2,394.75
	9/27/18	2702-2703	\$	7,209.00
	10/5/18	2704-2708	\$	16,505.46
	10/18/18	2709-2710	\$	1,475.02
	10/23/18	2711	\$	2,943.74
	10/30/18	2712-2713	\$	1,963.06
			\$	38,005.29
Payroll	<u>September 2018</u>			
	Joanne B. Wharton	50330	\$	184.70
	Kenneth K. Kinnecom	50331	\$	184.70
	Mark J. Masley	50332	\$	200.00
	Robert L. Curran Jr.	50333	\$	184.70
	Rodney L. Philbrick	50334	\$	184.70
			\$	938.80
			\$	38,944.09

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/14/18	00002	9/04/18 376	201809 310-51300-34000	MANAGEMENT FEES SEPT18	*	4,386.25	
		9/04/18 376	201809 310-51300-35100	INFORMATION TECH SEPT18	*	125.00	
		9/04/18 376	201809 310-51300-31300	DISSEMINATION SRVC SEPT18	*	83.33	
		9/04/18 376	201809 310-51300-42500	COPIES SEPT18	*	1.65	
		9/04/18 376	201809 310-51300-41000	TELEPHONE SEPT18	*	12.90	
		9/04/18 377	201809 320-53800-12000	CONTRACT ADMIN SEPT18	*	833.33	
				GOVERNMENTAL MANAGEMENT SERVICES			5,442.46 002698
9/14/18	00014	9/06/18 3085306-	201809 310-51300-48000	NOT. OF MEETING 9/06/18	*	71.80	
				THE ST.AUGUSTINE RECORD			71.80 002699
9/21/18	00042	8/31/18 55435	201808 320-53800-46300	AQUATIC WEED CTRL. AUG 18	*	1,945.00	
				FUTURE HORIZONS, INC.			1,945.00 002700
9/21/18	00001	9/10/18 102677	201808 310-51300-31500	REV.MTG MIN/RESEARCH ADA	*	449.75	
				HOPPING, GREEN & SAMS			449.75 002701
9/27/18	00044	9/26/18 8031	201809 300-15500-10000	FY19 PROPERTY INSURANCE	*	508.00	
		9/26/18 8031	201809 300-15500-10000	FY19 GEN.LIAB/PUBLIC OFFC	*	6,406.00	
				EGIS INSURANCE ADVISORS, LLC.			6,914.00 002702
9/27/18	00021	9/24/18 40556	201808 310-51300-31100	FENCE ENCROACHMENTS AUG18	*	295.00	
				PROSSER, INC			295.00 002703
10/05/18	00067	9/05/18 180902	201809 320-53800-46600	GFCI FOUNTAINS/RPLC CORD	*	450.00	
				BEACON ELECTRICAL CONTRACTORS, INC.			450.00 002704
10/05/18	00068	10/01/18 1	201810 310-51300-31300	REV.AMORT 11/1 PREPAYMENT	*	100.00	
				DISCLOSURE SERVICES, LLC			100.00 002705
10/05/18	00042	9/28/18 55764	201809 320-53800-46300	AQUATIC WEED CTRL. SEP18	*	1,945.00	

HERT HERITAGE PARK TVISCARRA

\*\*\* CHECK DATES 09/13/2018 - 10/31/2018 \*\*\*

HERITAGE PARK CDD-GENERAL FUND  
BANK A HERITAGE PARK CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		9/28/18 55910	201809 320-53800-46600		*	1,734.28	
			AERATOR SRVC/KASCO 4400				
				FUTURE HORIZONS, INC.			3,679.28 002706
10/05/18 00002		9/20/18 378	201810 310-51300-31700		*	7,500.00	
			FY19 ASSESMENT ADMIN CERT				
		10/01/18 379	201810 310-51300-34000		*	4,386.25	
			MANAGEMENT FEES OCT18				
		10/01/18 379	201810 310-51300-49200		*	125.00	
			INFORMATION TECH. OCT18				
		10/01/18 379	201810 310-51300-31300		*	83.33	
			DISSEMINATION SRVC OCT18				
		10/01/18 379	201810 310-51300-51000		*	12.92	
			OFFICE SUPPLIES OCT18				
		10/01/18 379	201810 310-51300-42000		*	6.79	
			POSTAGE OCT18				
		10/01/18 379	201810 310-51300-42500		*	91.05	
			COPIES OCT18				
				GOVERNMENTAL MANAGEMENT SERVICES			12,205.34 002707
10/05/18 00027		10/02/18 140	201809 310-51300-35100		*	4.17	
			POST SEP AGENGA PACKAGE				
		10/02/18 140	201809 310-51300-35100		*	58.33	
			UPDATE DATA ACCESS PHP 7				
		10/02/18 140	201809 310-51300-35100		*	4.17	
			UPDATE COMMUNITY PAGE				
		10/02/18 140	201809 310-51300-35100		*	4.17	
			OPTIMIZE/POST JUL MINUTES				
				MERCERWEBDESIGN.COM			70.84 002708
10/18/18 00002		10/01/18 380	201810 320-53800-12000		*	858.33	
			CONTRACT ADMIN OCT18				
				GOVERNMENTAL MANAGEMENT SERVICES			858.33 002709
10/18/18 00021		10/18/18 40719	201809 310-51300-31100		*	616.69	
			FENCE ENCROACHMENTS/MTG				
				PROSSER, INC			616.69 002710
10/23/18 00043		10/01/18 233368	201810 320-53800-46200		*	2,943.74	
			LANDSCAPE MAINT OCT18				
				YELLOWSTONE LANDSCAPE			2,943.74 002711
10/30/18 00002		10/10/18 381	201809 320-53800-46400		*	611.62	
			INSPECT/CLEAN LAKES/OUTFL				
		10/10/18 381	201809 320-53800-46400		*	171.94	
			FUL/GATOR/TRAILER RENTAL				
				GOVERNMENTAL MANAGEMENT SERVICES			783.56 002712
				HERT HERITAGE PARK TVISCARRA			

PAGE 3

HERITAGE PARK CDD-GENERAL FUND  
BANK A HERITAGE PARK CDD

HERT HERITAGE PARK TVISCARRA

Governmental Management Services, LLC  
1001 Bradford Way  
Kingsport, TN 37763

# Invoice

Invoice #: 375  
Invoice Date: 8/20/18  
Due Date: 8/20/18  
Case:  
P.O. Number:

Bill To:  
Heritage Park CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	2	Hours/Qty	Rate	Amount
Facility Maintenance July 1 - July 31, 2018			235.81	235.81
Common Area Maint.				
320,538.4640				
Total				\$235.81
Payments/Credits				\$0.00
Balance Due				\$235.81

2114  
8-24-18

GMS

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT  
MAINTENANCE BILLABLE HOURS  
FOR THE MONTH OF JULY 2018

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
7/6/18	6	J.L.	Inspected and cleaned lakes and outfall structures
TOTAL	<u>6</u>		
MILES	<u>66</u>		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

Thu, Sep 6, 2018  
8:54:19AM

## Legal Ad Invoice

# The St. Augustine Record

Acct: 15656  
Phone: 9049405850  
E-Mail:  
Client: HERITAGE PARK COMM DEVELOP

Name: HERITAGE PARK COMM DEVELOPMENT  
Address: 475 WTOWN PLACE, STE 114

City: SAINT AUGUSTINE State: FL Zip: 32092

Ad Number: 0003085306-01

Start: 09/06/2018

Placement: SA Legals

Copy Line: NOTICE OF MEETING HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT The regular meeting of the Board of

Caller: SARAH SWEETING

Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 09/06/2018

Lines	48
Depth	4.00
Columns	1
Price	\$71.80

### NOTICE OF MEETING HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors (the "Board") of the Heritage Park Community Development District is scheduled to be held on Thursday, September 20, 2018 at 1:00 p.m. at the Heritage Park Amenity Center, located at 225 Heffern Drive, St. Augustine, Florida 32084. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-5850). This meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager  
0003085306 September 6, 2018

#14

1-360-51360-48000

Not. of meeting 9/06/18



THE ST. AUGUSTINE RECORD  
Affidavit of Publication

HERITAGE PARK COMM DEVELOPMENT  
475 W TOWN PLACE, STE 114

SAINT AUGUSTINE, FL 32092

ACCT: 15656  
AD# 0003085306-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

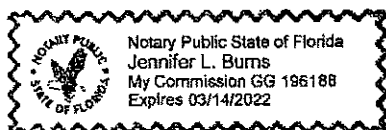
Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **REG MEETING 9/20/18** was published in said newspaper on **09/06/2018**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this SEP 06 2018

by [Signature] who is personally known to me  
or who has produced as identification

Jennifer L. Burns  
(Signature of Notary Public)



NOTICE OF MEETING  
HERITAGE PARK  
COMMUNITY DEVELOPMENT  
DISTRICT

The regular meeting of the Board of Supervisors (the "Board") of the Heritage Park Community Development District is scheduled to be held on Thursday, September 20, 2018 at 1:00 p.m. at the Heritage Park Amenity Center, located at 225 Hefferon Drive, St. Augustine, Florida 32084. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-5850). This meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Each person who decides to appeal any action taken at these meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager  
0003085306 September 6, 2018



**Future Horizons, Inc.**

403 North First Street  
P O Box 1115  
Hastings, FL 32145-1115

**INVOICE**

Invoice Number: 55435  
Invoice Date: Aug 31, 2018  
Page: 1

Voice: 800-682-1187  
Fax: 904-692-1193

**Bill To:**

Heritage Park CDD  
c/o GMC, LLC  
135 W. Central Blvd Ste 320  
Orlando, FL 32801

**Ship to:**

Aquatic Weed  
Control Services

Customer ID	Customer PO	Payment Terms	
Heritage04	Per Contract	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		9/30/18

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services in Heritage Park for the month of August, 2018	1,945.00	1,945.00

*B. Hupler 8-31-18*  
*LAKE MAINT.*  
*001.320.53800.46300*

#42

1-320-538-463

AQUATIC WEED CTRL. AUG-18

Subtotal	1	1,945.00
Sales Tax		
Freight		
Total Invoice Amount		1,945.00
Payment/Credit Applied		
<b>TOTAL</b>		<b>1,945.00</b>

Check/Credit Memo No:

Overdue invoices are subject to finance charges.

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6528  
Tallahassee, FL 32314  
850.222.7900

RECEIVED  
SEP 18 2018

BY: \_\_\_\_\_

## STATEMENT

September 10, 2018

Heritage Park Community Development District  
Governmental Management Services-CF, LLC  
1412 S. Narcoossee Rd.  
St. Cloud, FL 34771

Bill Number 102677  
Billed through 08/31/2018

#1

1-310-513-315

REVIEW MTG MIN/RESEARCH ADA

### General Representation

HPARK 00001 CEL

### FOR PROFESSIONAL SERVICES RENDERED

08/27/18	CEL	Review meeting minutes; research property ownership issues.	0.30 hrs
08/31/18	CEL	Research regarding ADA website compliance.	0.30 hrs
08/31/18	MGC	Continue researching audio/video minutes issue in connection with ADA website accessibility; prepare section in memorandum addressing audio/video minutes issue; research the extent to which past and present public records must be made ADA accessible; prepare section in memorandum addressing public records issue; review and revise entire memorandum; forward same to Kilinski for review and comment.	0.10 hrs
08/31/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs
08/31/18	LMF	Prepare Supervisor Notebook.	1.40 hrs
Total fees for this matter			\$395.00

### DISBURSEMENTS

Document Reproduction	54.75
Total disbursements for this matter	\$54.75

### MATTER SUMMARY

Eldred, Carl	0.60 hrs	280 /hr	\$168.00
Kilinski, Jennifer L.	0.10 hrs	220 /hr	\$22.00
Flore, Lydia M. - Paralegal	1.40 hrs	125 /hr	\$175.00
Collazo, Mike	0.10 hrs	300 /hr	\$30.00

TOTAL FEES	\$395.00
TOTAL DISBURSEMENTS	\$54.75
<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$449.75</b>

**BILLING SUMMARY**

Eldred, Carl	0.60 hrs	280 /hr	\$168.00
Kilinski, Jennifer L.	0.10 hrs	220 /hr	\$22.00
Fiore, Lydia M. - Paralegal	1.40 hrs	125 /hr	\$175.00
Collazo, Mike	0.10 hrs	300 /hr	\$30.00

TOTAL FEES	\$395.00
------------	----------

TOTAL DISBURSEMENTS	\$54.75
---------------------	---------

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$449.75</b>
------------------------------------	-----------------

**Please include the bill number on your check.**



Heritage Park Community Development District  
c/o Governmental Management Services  
135 W. Central Blvd, Suite 320  
Orlando, FL 32801

# INVOICE

Customer	Heritage Park Community Development District
Acct #	284
Date	09/26/2018
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information	
Invoice Summary	\$ 6,914.00
Payment Amount	
Payment for	Invoice#8031
100118546	

Thank You

Please detach and return with payment



Customer: Heritage Park Community Development District

Invoice #	Invoice Date	Description	Policy #	Amount
8031	10/01/2018	Renew policy	Policy #100118546 10/01/2018-10/01/2019 Florida Insurance Alliance GL,HNO,IM - Renew policy Due Date: 10/26/2018  FY19 Property Insurance \$508 300-155-1  FY19 Gen/Inhab/Public Officials 300-155-1 \$6406  #44	8,914.00
				<b>Total</b>
				\$ 6,914.00
				Thank You
FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, P.O. Box 234021, 4900 W. 95th St Oak Lawn, IL 60453				

Remit Payment To: Egis Insurance Advisors, LLC  
Lockbox 234021 PO Box 84021  
Chicago, IL 60689-4002

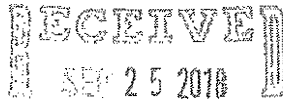
(321)320-7665

cbltner@egisadvisors.com

Date

09/26/2018

# PROSSER



September 24, 2018

Project No: 104022.01

Invoice No: 40556

Heritage Park CDD District Office  
Attn: Teresa Viscarra  
1412 S. Narcoossee Road  
St. Cloud, FL 34771

Project 104022.01 Heritage Park/CDD-General Fund

For reviewing all potential fence encroachments and sending results to board.

Professional Services from August 1, 2018 to August 31, 2018

**Professional Personnel**

	Hours	Rate	Amount	
Sr. Engineer	.50	115.00	57.50	
Engineer	2.50	95.00	237.50	
Totals	3.00		295.00	295.00
Total Labor				
		Total this Invoice		\$295.00

#21

1-310-513-311

FENCE ENCROACHMENTS AUG18

# Beacon Electrical Contractors, Inc.

731 Duval Station Rd. Suite 107-306  
Jacksonville, Florida 32218  
Phone: 904-338-5394  
Fax: 904-751-6583

RECEIVED  
OCT 01 2018

INVOICE #180902

Date: 9-5-2018

BY: \_\_\_\_\_

To: Riverside Management Services, Inc.  
9655 Florida Mining Blvd. Building 300, Suite 305  
Jacksonville, FL 32257

#67  
1-380-538-467  
GFCI FOUNTAINS/RPLC  
CORD

Attn: Brian Stephens  
Phone: 904-627-9271  
Email: bstephens@riversidemngtsvc.com

WORK COMPLETED 9-5-18, Heritage Park, St. Augustine, FL:

Labor and materials to:

- Install two (2) new GFCI in fountains.
- Replace on burnt cord cap with new.

TOTAL INVOICE AMOUNT

\$ 450.00

B. Stephens 10-1-18  
TAKE CONTINGENCY  
001.320.83800146500

All work has been completed in a workmanlike manner according to standard practices and the National Electrical Codes. All work has a one-year warranty effective as of the date of this invoice.

1005 Bradford Way  
Kingston, TN 37763

Date	Invoice #
10/1/2018	1

Bill To
Heritage Park CDD C/O Governmental Management Services

RECEIVED  
OCT 02 2018

BY \_\_\_\_\_

Terms	Due Date
Net 30	10/31/2018

Description	Amount
Amortization Schedule Series 2013 11-1-18 Prepay \$20,000  #68 REV. AMORT 11/1 PREPAYMENT  1-310-513-313	100.00
	<b>Total</b> \$100.00
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$100.00

Future Horizons, Inc.  
403 North First Street  
P O Box 1115  
Hastings, FL 32145-1115

RECEIVED  
OCT 01 2018

INVOICE  
Invoice Number: 55764  
Invoice Date: Sep 28, 2018  
Page: 1

Voice: 800-682-1187  
Fax: 904-692-1193

BY: \_\_\_\_\_

Bill To:

Heritage Park CDD  
c/o GMC, LLC  
135 W. Central Blvd Ste 320  
Orlando, FL 32801

Ship to:

Aquatic Weed  
Control Services

Customer ID	Customer PO	Payment Terms	
Heritage04	Per Contract	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deller		10/28/18

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services in Heritage Park for the month of September, 2018	1,945.00	1,945.00

B. H. 10-1-18

AK6 MAINT

001.320.53800.46300

#42

1-320-538-463

AQUATIC WEED CTRL.

SEP18

Check/Credit Memo No:

Subtotal	1,945.00
Sales Tax	
Freight	
Total Invoice Amount	1,945.00
Payment/Credit Applied	
TOTAL	1,945.00

Overdue invoices are subject to finance charges.



**Future Horizons, Inc.**

403 North First Street  
P O Box 1115  
Hastings, FL 32145-1115

Voice: 800-682-1187  
Fax: 904-692-1193

RECEIVED  
OCT 1 2018

BY: \_\_\_\_\_

**INVOICE**

Invoice Number: 55910  
Invoice Date: Sep 28, 2018  
Page: 1

**Bill To:**

Heritage Park CDD  
c/o GMC, LLC  
135 W. Central Blvd Ste 320  
Orlando, FL 32801

**Ship to:**

Heritage Park CDD  
c/o GMC, LLC  
135 W. Central Blvd Ste 320  
Orlando, FL 32801

Customer ID		Customer PO	Payment Terms	
Heritage04		Verbal	Net 30 Days	
Sales Rep ID		Shipping Method	Ship Date	Due Date
Kenney01		Hand Deliver	9/27/18	10/28/18
Quantity	Item	Description	Unit Price	Amount
1.00	Kasco 4400/VFX	4400/VFX 120v Display Aerator with 200' of underwater cable and a C-25 Control Panel Serial # 8131NVX440273	1,534.28	1,534.28
1.00	Aerator Service	Removal of old Power House and Installation of new Aerator in Pond 1000.	200.00	200.00

*B. Stephens 10-1-18*

*1AKG CONTINGENCY  
001.320.53800.46600*

*A42*

*1-320-538-466*

*AERATOR SRVC/KASCO 4400*

Check/Credit Memo No:

Subtotal	1,734.28
Sales Tax	
Freight	
Total Invoice Amount	1,734.28
Payment/Credit Applied	
TOTAL	1,734.28

Overdue invoices are subject to finance charges.

Governmental Management Services, LLC  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

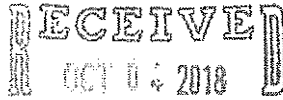
Bill To:  
Heritage Park CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

RECEIVED  
SEP 27 2018

Invoice #: 378  
Invoice Date: 9/20/18  
Due Date: 9/20/18  
Case:  
P.O. Number:

DY: \_\_\_\_\_

Description	Hours/Qty	Rate	Amount
Assessment Roll Administration FY 2018 # 2 1-310-513-317 FY19 ASSESSMENT ROLL ADMIN		7,500.00	7,500.00
Total			\$7,500.00
Payments/Credits			\$0.00
Balance Due			\$7,500.00

**Governmental Management Services, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice**Invoice #: 379  
Invoice Date: 10/1/18  
Due Date: 10/1/18  
Case:  
P.O. Number:**Bill To:**Heritage Park CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

BY: \_\_\_\_\_

Description	Hours/Qty	Rate	Amount
Management Fees - October 2018 1-310-513-34		4,386.25	4,386.25
Information Technology - October 2018 1-310-513-442		150.00	150.00
Dissemination Agent Services - October 2018 1-310-513-313		83.33	83.33
Office Supplies 1-310-513-51		12.92	12.92
Postage 1-310-513-442		6.79	6.79
Copies 1-310-513-425		91.05	91.05
42			
Total			\$4,730.34
Payments/Credits			\$0.00
Balance Due			\$4,730.34



MercerWebDesign.com

MercerWebDesign.com

9809 Bridgeton Dr

Tampa, FL 33626

813-926-3059

Cynde@MercerWebDesign.com

#27

1-310-513-492

WEB MAINTENANCE SERIS

RECEIVED  
OCT 02 2018

BY: \_\_\_\_\_

**Project:** HeritageParkCDD.org

**Time Details: (1.42 hours)**

Date	Description	Hours	Rate	Amount
September 17, 2018	Web site maintenance:Optimize and post September agenda package	0.08	\$50.00	\$4.17
September 17, 2018	Web site maintenance:Update data access code for PHP 7	1.17	\$50.00	\$58.33
September 26, 2018	Web site maintenance:Update community appearance page.	0.08	\$50.00	\$4.17
September 26, 2018	Web site maintenance:Optimize and post July minutes.	0.08	\$50.00	\$4.17

**Time Subtotal: \$70.83**

**Subtotal: \$70.83**

**Total: \$70.83**

**Total Payments: \$0.00**

**Amount Due: \$70.83**

Please Note New Email Address

Governmental Management Services, LLC  
1001 Bradford Way  
Kingston, TN 37763

## Invoice

RECEIVED  
OCT 03 2018

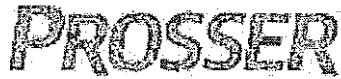
Invoice #: 380  
Invoice Date: 10/1/18  
Due Date: 10/1/18  
Case:  
P.O. Number:

Bill To:  
Heritage Park CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32082

BY: \_\_\_\_\_

Description	Hours/Qty	Rate	Amount
Contract Administration - October 2018  #2 1-320-538-17 CONTRACT ADMIN OCT18		858.33	858.33
Total			\$858.33
Payments/Credits			\$0.00
Balance Due			\$858.33

RW  
10-8-18



October 18, 2018

Project No: 104022.01

Invoice No: 40719

Heritage Park CDD District Office  
Attn: Teresa Viscarra  
1412 S. Narcoossee Road  
St. Cloud, FL 34771

Project 104022.01 Heritage Park/CDD-General Fund

For final review of fence encroachments and attendance of CDD Board meeting.

Professional Services from September 1, 2018 to September 30, 2018

**Professional Personnel**

	Hours	Rate	Amount	
Sr. Engineer	3.50	115.00	402.50	
Sr. Planner/Sr Landscape Architect	1.50	115.00	172.50	
Totals	5.00		575.00	
<b>Total Labor</b>				<b>575.00</b>

**Reimbursable Expenses**

Blueprints/Reproduction			36.25	
<b>Total Reimbursables</b>	1.15 times		36.25	<b>41.69</b>

**Total this Invoice \$616.69**

#21

1-310-513-311

FENCE ENCROACHMENTS 2018



**YELLOWSTONE**  
LANDSCAPE

**Landscape Professionals**  
Post Office Box 849 || Bunnell, FL 32110  
Tel 386.437.6211 || Fax 386.586.1285

### Invoice

**Invoice:** INV-0000233368  
**Invoice Date:** October 1, 2018

**Account:** 12246  
**PO Number:**

**Bill To:**

Heritage Park CDD  
9655 Florida Mining Blvd. W.  
Bldg 300, Ste 305/306  
Jacksonville, FL 32257

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Project Number:** 10021106.102  
**Property Name:** Heritage Park CDD  
**Terms:** NET 30

**Invoice Due Date:** October 31, 2018  
**Invoice Amount:** \$2,943.74  
**Month of Service:** October 2018

Description	Current Amount
Monthly Landscape Maintenance	2,943.74

**Invoice Total** 2,943.74

#43

*B. Stephens 10-1-18*  
LANDSCAPE MAINT.  
001, 320, 53800.46200

Should you have any questions or inquiries please call (386) 437-6211.

Governmental Management Services, LLC  
1001 Bradford Way  
Kingston, TN 37763

## Invoice

Invoice #: 381  
Invoice Date: 10/10/18  
Due Date: 10/10/18  
Case:  
P.O. Number:

Bill To:  
Heritage Park CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance September 1 - September 30, 2018		611.62	611.62
Maintenance Supplies		171.94	171.94
INSPECT/CLEAN LAKES/OWIFL			
FUL/GATOR/TRAILER RENTAL			
Common Area Maint			
320,538,4640			
Total			\$783.56
Payments/Credits			\$0.00
Balance Due			\$783.56

RHW  
10.25.18



GMS

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT  
MAINTENANCE BILLABLE HOURS  
FOR THE MONTH OF SEPTEMBER 2018

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
9/7/18	5	S.A.	Inspected and cleaned lakes and outfall structures (Used Gator and Large Trailer)
9/19/18	5	S.A.	Inspected and cleaned lakes and outfall structures (Used Gator and Large Trailer)
9/18/18	5	J.L.	Inspected and cleaned lakes and outfall structures (Used Gator and Large Trailer)
TOTAL	<u>15</u>		
MILES	<u>118</u>		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

### MAINTENANCE BILLABLE PURCHASES

Period Ending 10/5/10

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
HP				
HERITAGE PARK				
	9/7/18	Gas for Gator	8.00	S.A.
	9/7/18	Gator and Large Trailer Rental	70.00	S.A.
	9/7/18	Contractor bags	22.94	S.A.
	9/18/18	Gator and Large Trailer Rental	70.00	S.A.
		TOTAL	5171.94	