

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, January 20, 2022 at 1:00 p.m. at the Heritage Park Amenity Center, 225 Hefferon Drive, St. Augustine, Florida 32084.

Present and constituting a quorum were:

Ken Kinnecom	Chairman
Robert Curran	Vice Chairman
Mark Masley	Supervisor
Joanne Wharton	Supervisor
Thomas Ferry	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Michelle Otts <i>(via phone)</i>	District Engineer
Brian Stephens	Riverside Management
Mr. Bodenstein	Resident – 330 Hefferon Drive

The following is a summary of the actions taken at the January 20, 2022 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 1:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment

A Resident questioned the lump sum payment to pay off the CDD fee. Mr. Oliver referred the resident to his office.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 18, 2021 Meeting

On MOTION by Mr. Masley seconded by Mr. Kinnecom with all in favor the Minutes of the November 18, 2021 Meeting as presented were approved.

FOURTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2021 Draft Audit Report

Mr. Oliver presented the Fiscal Year 2021 audit, which was a clean audit. It would be provided to the Auditor General and posted on the District's website. Mr. Kinnecom appreciated the District Accountant's excellent work.

On MOTION by Mr. Ferry seconded by Mr. Masley with all in favor the Fiscal Year 2021 Audit Report was accepted.

FIFTH ORDER OF BUSINESS

Ratification of Agreements and Update Regarding Removal/Relocation of Improvements

Mr. Oliver recalled that the encroachments at 324 and 330 Hefferon Drive were deferred at the last meeting. Mr. Bodenstein was present to discuss the encroachment at his property, 330 Hefferon Drive. At a prior meeting, the Board approved a proposal to remove/relocate the fence. Mr. Bodenstein requested that the property line for the fence be verified and asked whether it was grandfathered in as it has been in place for 16 years. It was installed by the developer. Mr. Haber addressed the following:

- When the property changes hands, the owner of the property has the right to use the property as they see fit.
- If something was installed on a piece of property before the CDD owned it and the CDD took ownership, the CDD had every right to remove it.
- A homeowner could decide what was on their own property as long as the homeowner was compliant with the HOA covenants.
- If somebody installed an improvement on somebody else's property and the property owner objected to it, but never did anything about it and it stayed for a period of time, the person who installed the improvement could argue that they

adversely possess property and now they have the right to require it to stay there. Such circumstances do not apply to the case at hand.

- The CDD and the developer were two separate entities. To the extent that the developer was supposed to provide something and did not, such as building the fence on the homeowner's property and they built it on CDD property, this issue was between the homeowner and the developer.
- On improvements on property that the CDD owned, the CDD had the absolute right to determine whether they wanted it on their property.

Ms. Wharton stated that the District had every right to move anything on CDD property. In a spirit of compromise, Mr. Oliver stated the CDD offered to split the cost with Mr. Bodenstein to take down the fence and relocate it within his property. If Mr. Bodenstein agreed, Mr. Haber would draft an agreement. Mr. Kinnecom questioned the cost. Mr. Stephens received a proposal from Hardwick Fence for \$1,700, \$600 to remove the fence and \$1,300 to relocate and reinstall. After further discussion, Mr. Bodenstein agreed to enter into an agreement with the District to split the cost 50/50 to remove and relocate the fence.

On MOTION by Mr. Kinnecom seconded by Ms. Wharton with all in favor entering into an agreement with the owner of 330 Hefferon Drive to split the cost 50/50 to remove the fence from CDD property and relocate it was approved.

Mr. Oliver stated that Mr. Haber would draft the agreement and Mr. Oliver would review it with Mr. Kinnecom before providing to Mr. Bodenstein. The second encroachment was at 324 Hefferon Drive. A fence and basketball court were on District property. A proposal from All Weather Contractors for the concrete removal was presented. Mr. Stephens explained that the proposal was from the corner to the property line on CDD property. Mr. Oliver clarified that an agreement between the owner and the District was not required because the District was not entering into a cost share agreement to remove the basketball court. There have been language issues with the owner. Discussion ensued and the Board addressed the following:

- Mr. Kinnecom noted this was a serious encroachment as 400 square feet of the 700 square foot basketball court was on CDD property and over drainage pipes.

- Ms. Wharton asked if the proposal included relocation of the fence. *Mr. Stephens explained that the fence would have to be re-assembled. Two panels and one post on CDD property must be removed to access equipment but would be put back into place when the work was completed. The cost for the removal of the fence was \$1,700.* Ms. Wharton wanted the owner to share in some of the cost of re-installing the fence and requested that the agreement include a provision that the owner pay the costs upfront as good faith.

If approved, Mr. Oliver will send a letter to the owner notifying them that the work was commencing to remove the basketball court and provide one last opportunity for the owner to either remove the fence or enter into an agreement to relocate the fence. Mr. Kinnecom wanted the District to proceed with the work and if the owner did not agree to pay the bill, legal would handle this matter and proceed with a judgement. Mr. Haber advised based on the amount, it would be a small claims matter and would not statutorily provide for prevailing party attorney fees.

On MOTION by Ms. Wharton seconded by Mr. Kinnecom with all in favor the Proposal from All Weather Contractors to remove concrete from a basketball court at 324 Hefferon Drive in a not-to-exceed amount of \$2,860 was approved.

Mr. Kinnecom requested that Mr. Stephens obtain a proposal from the vendor to extend the width of the concrete by 6 inches to provide an aesthetic look to the fence. Mr. Haber advised that the District did not have the owner’s consent to remove the concrete on their property. Mr. Oliver noted informing the owner that the basketball court on District property would be removed would re-engage discussions with the owner for relocation of the fence.

SIXTH ORDER OF BUSINESS

Consideration of Proposal to Prepare Stormwater Needs Analysis Report

Ms. Otts presented a proposal to prepare the Stormwater Needs Analysis Report, due to a change in the 2021 Legislative Session, and submit to the State by June 30, 2022. Since this report has never been prepared, there were questions regarding the cost. What was in the proposal was worst case scenario. Task 1 would be coordination, meetings and exhibits and may

not exceed \$3,500. Ms. Wharton asked if this report would be required every five years. Ms. Otts replied affirmatively, but future years would be less as they would be editing this report.

On MOTION by Mr. Kinnecom seconded by Mr. Ferry with all in favor the proposal with Prosser to prepare the Stormwater Needs Analysis Report in a not-to-exceed amount of \$9,500 was approved.

SEVENTH ORDER OF BUSINESS Update Regarding Pond Fountains

Mr. Stephens reported only two fountains were installed and there were no major issues with any of the other fountains. Future Horizons agreed to honor the price for five fountains and were being stored at their warehouse.

**EIGHTH ORDER OF BUSINESS Consideration of Resolution 2022-01,
Adopting Amended Prompt Payment Policies**

Mr. Haber presented Resolution 2022-01, amending the Prompt Payment Policies. This was due to changes in the law related to disputes.

On MOTION by Ms. Wharton seconded by Mr. Curran with all in favor Resolution 2022-01, Adopting Amended Prompt Payment Policies was adopted.

**NINTH ORDER OF BUSINESS Consideration of Proposal from All Weather
Contractors for Concrete Removal**

This item was discussed.

TENTH ORDER OF BUSINESS Update on Encroachment Matters

This item was discussed.

ELEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney
There being none, the next item followed.

B. Engineer
There being none, the next item followed.

C. Manager

There being none, the next item followed.

D. Operations Manager - Report

Mr. Stephens presented the Operations Manager Report, which was included in the agenda package. A few minor repairs were made to some existing fountains. Capacitors were repaired on Pond 1400. A power source was repaired on Pond 500. There were some irrigation repairs on the Pond 1800 lake bank. Trees were removed from a lake bank in the Villas, due to root issues. Ms. Wharton questioned the problem with the trees. Mr. Stephens explained Willow trees were notorious for having root issues, especially when water levels were low. Ms. Wharton voiced concern about erosion. Mr. Stephens noted that the root balls were left in place to hold the bank in place and sod was placed on top of it. Ms. Wharton asked if there were complaints. Mr. Stephens noted no complaints. Mr. Curran stated a homeowner was happy to have the trees removed.

TWELFTH ORDER OF BUSINESS

Audience Comments

Mr. Bodenstein wondered if the proposal had the actual distance of the fence along his property line. Mr. Stephens would have the property surveyed prior to installation and would work with Mr. Bodenstein along with Hardwick Fence. Mr. Kinnecom suggested using the same surveyor that was used for previous work.

THIRTEENTH ORDER OF BUSINESS

Supervisors Requests

Mr. Curran stated branches on Heritage Park Drive knocked down a sensor on the light pole. Mr. Kinnecom requested that Mr. Stephens follow up with Florida, Power & Light (FPL). Mr. Masley heard that the HOA was going to change contractors from Yellowstone. Mr. Kinnecom noted cost savings with Yellowstone having contracts with the HOA, Villas and the CDD. Mr. Ferry noted landscaping companies provide good service for a period of time, but over time, they trickle off. That was where the District was with Yellowstone as there were fire ant hills on Heritage Park Drive that were 5 or 6 inches tall and weeds. Mr. Kinnecom recalled when they last obtained bids, one bid from Green Earth was double what they were paying Yellowstone. Ms. Wharton requested any complaints about the landscaping be provided to Mr. Stephens.

FOURTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet and Statement of Revenues & Expenditures

Mr. Oliver presented the Unaudited Financial Statements through December 31, 2021, which was included in the agenda package. They were one-quarter into the new fiscal year. There was a positive slight variance in administrative and operational expenditures and \$130,000 in capital reserves.

B. Assessment Receipt Schedule

Mr. Oliver presented the Assessment Receipt Schedule, which was included in the agenda package. Another distribution was received on January 14th and the District was 92% collected.

C. Approval of Check Register

On MOTION by Mr. Kinnecom seconded by Mr. Masley with all in favor the Check Register from November 10, 2021 to January 11, 2021 in the amount of \$40,213.69 was approved.

FIFTEENTH ORDER OF BUSINESS Next Scheduled Meeting – March 17, 2022 @ 1:00 p.m.

Mr. Oliver stated the next meeting was scheduled for March 17, 2022 at 1:00 p.m.

SIXTEENTH ORDER OF BUSINESS Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman