### Heritage Park

Community Development District

November 17, 2022



### Heritage Park Community Development District

475 West Town Place
Suite 114
St. Augustine, Florida 32092
District Website: www.heritageparkcdd.com

November 10, 2022

Board of Supervisors Heritage Park Community Development District

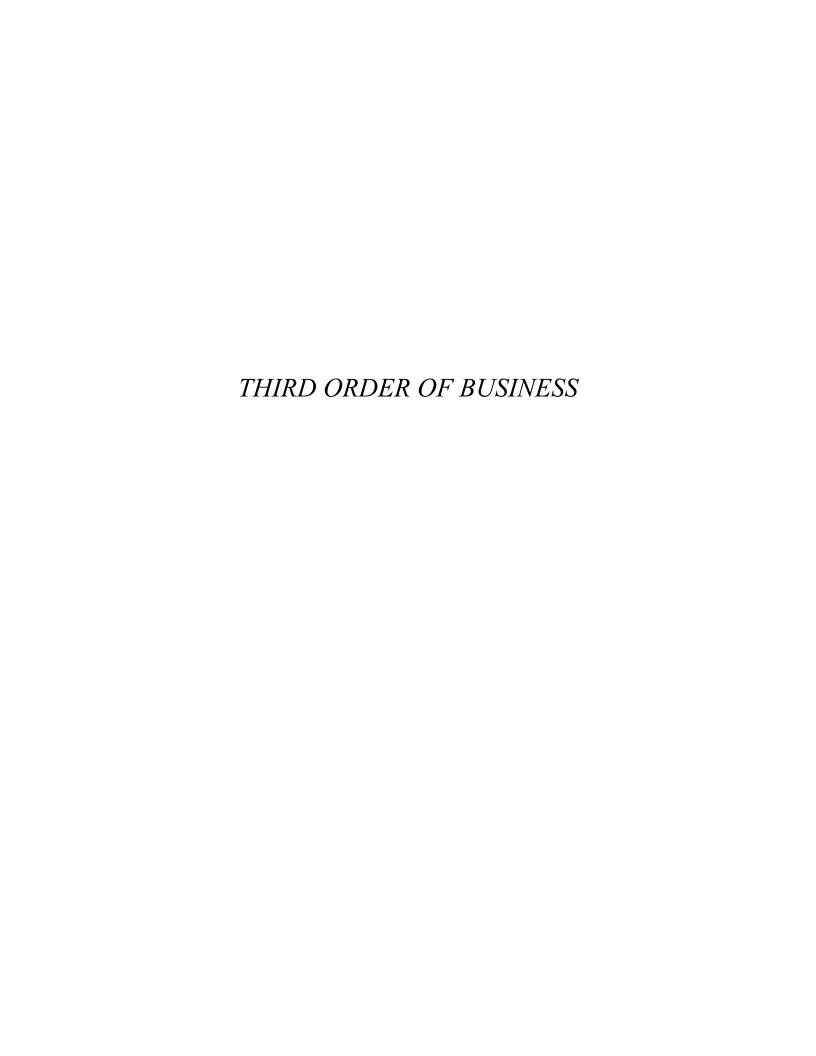
Dear Board Members:

The Heritage Park Community Development District Meeting is scheduled for Thursday, November 17, 2022 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 July 21, 2022 Meeting
- IV. Consideration of Renewal Agreements (including Yellowstone & Future Horizons)
- V. Ratification of Audit Engagement Letter with Grau & Associates for Fiscal Year 2022
- VI. Update Regarding Encroachment Matters
- VII. Discussion of Process to Fill Board Vacancies
- VIII. Consideration of Resolution 2023-01, Declaring a Vacancy for Seat 1
  - IX. Staff Reports
    - A. Attorney
    - B. Engineer
    - C. Manager

- D. Operations Manager
- X. Audience Comments
- XI. Supervisors Requests
- XII. Financial Reports
  - A. Balance Sheet and Statement of Revenues & Expenditures
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register
- XIII. Next Scheduled Meeting January 19, 2023 @ 1:00 p.m.
- XIV. Adjournment



# 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, July 21, 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 by phone	Supervisor
Joanne Wharton	Supervisor
Thomas Ferry	Supervisor

### Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Jenny Urcan by phone	District Engineer
Chris Hall	Operations

Sharon McShurley Heritage Park HOA

The following is a summary of the actions taken at the July 21, 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. Four Supervisors were present constituting a quorum. Mr. Masley participated by phone.

### SECOND ORDER OF BUSINESS Public Comment

Mr. Oliver noted this was for public comment. There were no audience present to provide comments.

#### THIRD ORDER OF BUSINESS

### **Affidavit of Publication**

Mr. Oliver noted this public hearing was published in the St. Augustine Record on June 23<sup>rd</sup> and June 30<sup>th</sup>.

### FOURTH ORDER OF BUSINESS Approval of the Minutes of the March 17, 2022 Meeting

Mr. Oliver presented the minutes of the May 17, 2022 meeting and asked if there were any corrections. Hearing none,

On MOTION by Mr. Kinnecom, seconded by Mr. Curran, with all in favor, the Minutes of the May 17, 2022 Meeting, were approved as presented.

### FIFTH ORDER OF BUSINESS

Public Hearing to Adopt the Budget for Fiscal Year 2023

### A. Consideration of Resolution 2022-04, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2023

Mr. Oliver presented a brief overview of the budget contained in the agenda packet. He noted there were no changes in assessments. The Operating Reserves has been increased from \$15,000 to \$28,000 for unanticipated items that may come up during the year. Mr. Oliver asked for a motion to open the hearing.

On MOTION by Ms. Wharton, seconded by Mr. Ferry, with all in favor, Opening the Public Hearing was approved.

Mr. Oliver asked for any comments or questions regarding the budget. Hearing none, Mr. Oliver asked for a motion to close the public hearing.

On MOTION by Ms. Wharton, seconded by Mr. Ferry, with all in favor, Closing the Public Hearing was approved.

### B. Consideration of Resolution 2022-05, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2023

Mr. Haber reviewed both resolutions for adoption of the budget and approval of the assessment. The budget for the next fiscal year starting October 1, 2022 will be final on adoption.

On MOTION by Mr. Kinnecom seconded by Mr. Curran, with all in favor, Resolution 2022-04 Relating to the Annual Appropriations and Adopting the Proposed Budget for Fiscal Year 2023, was approved.

Mr. Haber reviewed the process of imposing special assessments and certifying the assessment roll.

On MOTION by Ms. Wharton, seconded by Mr. Ferry, with all in favor, Resolution 2022-05 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2023, was approved.

### SIXTH ORDER OF BUSINESS

**Consideration of Renewal Agreements** (Including Yellowstone & Future Horizons)

Mr. Oliver asked to table this item until the September meeting.

### SEVENTH ORDER OF BUSINESS Acceptance of the Stormwater Needs Analysis

Ms. Urcan reviewed the Stormwater Needs Analysis Report for the Board. She noted this report had been submitted to St. Johns County. Ms. Urcan explained that the report was a requirement for public knowledge and answered a question regarding additional planting.

On MOTION by Mr. Ferry, seconded by Ms. Wharton, with all in favor, Acceptance of the Stormwater Needs Analysis, was approved.

### EIGHTH ORDER OF BUSINESS Update Regarding Encroachment Matters

Mr. Oliver stated this was for the property at 324 Hefferon. He added they have been in contact with the daughter and the agreement is now fully executed and a cost share payment has

been received. There is a green light to begin relocation of the fence and removal of portion of the basketball court.

### NINTH ORDER OF BUSINESS Discussion of Recreational Activity in Ponds

Mr. Kinnecom stated that there have been numerous complaints and concerns about recreational activity on the ponds. He reviewed several of the complaint locations and activities. He also noted the lack of mowing by the vendors in certain areas. Trespassing signs were discussed and options for arrest and reprimands with the local police. Yellowstone contract and missed mowing of certain ponds and deficiencies were discussed. Discussion ensued on having Yellowstone provide service reports and perform follow-up reviews to ensure the grounds are maintained to the CDD's standard. Resident alerts to the community were discussed as an option.

### TENTH ORDER OF BUSINESS Consideration of Resolution 2022-06, Designating Officers

Mr. Oliver reported this is for adding additional people from the GMS office to serve and execute documents. The additions were Darrin Mossing, Marilee Giles, and Daniel Laughlin. He asked for a motion.

On MOTION by Mr. Kinnecom, seconded by Mr. Ferry, with all in favor, Resolution 2022-06 Designating Officers From the GMS Office as Darrin Mossing, Marilee Giles, and Daniel Laughlin to Execute Documents, was approved.

### ELEVENTH ORDER OF BUSINESS Consideration of Resolution 2022-07, Designating Registered Agent

Mr. Oliver reported the registered agent would be Wesley Haber of Kutak Rock, LLP at the address of 107 West College Avenue, Tallahassee, Florida. 32301.

On MOTION by Ms. Warton, seconded by Mr. Curran, with all in favor, Resolution 2022-07, Designating the Registered Agent as Wesley Haber of Kutak Rock, LLP at 107 West College Avenue, Tallahassee, FL 32301, was approved.

### TWELFTH ORDER OF BUSINESS Staff Reports

### A. Attorney

Mr. Haber had nothing further to report.

### B. Engineer – Annual Engineer's Report

Mr. Oliver noted the Engineer's Report was in the agenda packet. The report shows that no problems were found for the insurance coverage and bond indenture.

On MOTION by Mr. Ferry, seconded by Mr. Curran, with all in favor, the Engineer's Report, was accepted.

### C. Manager – Discussion of Meeting Schedule for Fiscal Year 2023

Mr. Oliver suggested the same schedule as in the past for the bi-monthly on the 3<sup>rd</sup> Thursday of each month at 1:00 p.m. He added the Board could always call additional meetings or change meetings if necessary.

On MOTION by Ms. Wharton, seconded by Mr. Ferry, with all in favor, the Meeting Schedule for Fiscal Year 2023 for the Bi-Monthly Meeting on the 3<sup>rd</sup> Thursday at 1:00 p.m., was approved.

### D. Operations Manager

Mr. Hall provided updates on the Operations Report. Ms. Wharton commented on the debris, gross overgrowth, and cleaning of stormwater ponds and structure. Mr. Hall stated a new maintenance guy would be doing cleaning. Ms. Wharton commented on pressure washing of CDD fence on East Branch Road. She added comments about No Trespassing Signs. There was discussion of who was responsible for this cleaning.

#### THIRTEENTH ORDER OF BUSINESS Audience Comments

There were no audience members in attendance to provide comments, the next item followed.

### FOURTEENTH ORDER OF BUSINESS Supervisors Requests

There being none, the next item followed.

### FIFTEENTH ORDER OF BUSINESS Financial Reports

### A. Balance Sheet and Statement of Revenues & Expenditures

Mr. Oliver presented the unaudited financial statements through June 30, 2022, which were included in the agenda package. There will be an audit preformed on September 30<sup>th</sup>. There were no unusual variances. He added the capital reserve is at \$127,000. He noted they are generating a positive of about \$34,000.

### **B.** Assessment Receipt Schedule

Mr. Oliver presented the assessment receipt schedule which was included in the agenda package. The District was 100% collected.

### C. Approval of Check Register

Mr. Oliver noted the check register was in the packet.

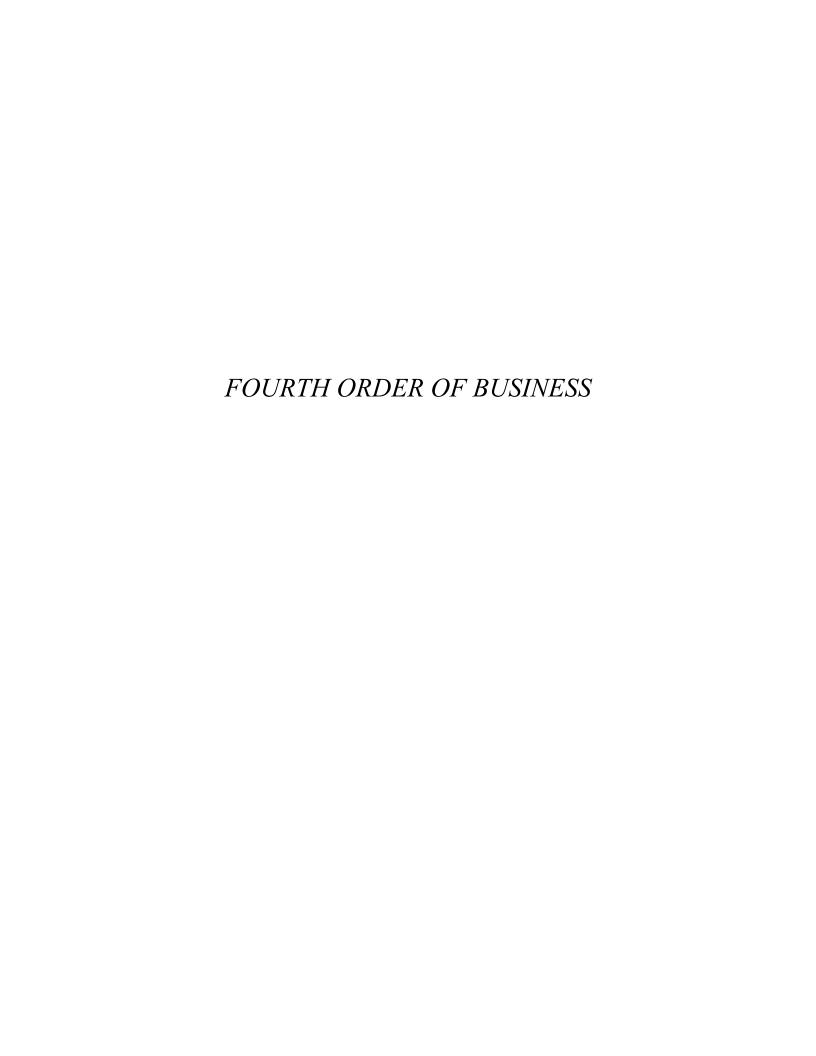
On MOTION by Mr. Kinnecom, seconded by Mr. Curran, with all in favor, the Check Register, was approved.

### SIXTEENTH ORDER OF BUSINESS Next Scheduled Meeting – September 15, 2022 @ 1:00 p.m.

Mr. Oliver stated the next meeting was scheduled for September 15, 2022 at 1:00 p.m.

### SEVENTEENTTH ORDER OF BUSINESS Adjournment

favor, the meeting was adjo	urned.
Secretary/Assistant Secretary	Chairman/Vice Chairman



# AGREEMENT BETWEEN THE HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT AND FUTURE HORIZONS, INC. FOR LAKE MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of September 2022, by and between:

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

**Future Horizons, Inc.**, a Florida corporation, whose address is Post Office Box 1115, Hastings, Florida 32145 ("Contractor", together with District, "Parties").

#### RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"); and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain eighteen (18) lakes located within the boundaries of the District ("Facilities"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide lake maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide lake maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

### SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional lake maintenance

services within presently accepted standards.

- **B.** While providing the Services, 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 Services as shown in Section 3 of this Agreement. 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.
- **D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- SECTION 3. SCOPE OF LAKE MAINTENANCE SERVICES. The Contractor will provide lake maintenance services for the eighteen (18) lakes as follows:
  - Implement and maintain a monthly aquatic plant management program in the Ponds (approximately 28.6 surface acres).
  - Provide all labor, equipment, herbicides and technology to control Naiad, Eleocharis (needle rush), bladderwort, pondweed, pennywort, alligatorweed, cattails, torpedograss, southern watergrass and filamentous and planktonic algae in the designated areas.
  - Inspect and/or apply the necessary herbicides once each month October through April and twice each month May through September to control and prevent the vegetation from reestablishing in the designated areas.
  - Use only State approved herbicides, application techniques and certified applicators in treating the designated areas.
- SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform 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 the 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 work or services not included in **Section 3** 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 District Manager to act as its representative.
  - (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- **D.** 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.

### SECTION 5. COMPENSATION; TERM.

- A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Nine Hundred Forty-Five Dollars (\$1,945.00) per month. The term of this Agreement shall be from October 1, 2022 through September 30, 2023, unless terminated earlier by either party in accordance with the provisions of this Agreement.
- **B.** If the District should desire additional work or services, or to add additional areas 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 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.
- 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, material men, 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, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### SECTION 4. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's 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 any 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 and supervisors shall be named as additional insured. 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 but not the obligation 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.

### SECTION 5. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- **B.** 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, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

**SECTION 6. 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 upon the giving of notice of termination.

SECTION 7. 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.

- SECTION 8. 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.
- SECTION 9. 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.
- **SECTION 10. 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.
- SECTION 11. 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 stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for 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.
- **SECTION 12. 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.
- **SECTION 13. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 14. 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.

SECTION 15. 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.

SECTION 16. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 18. 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 Parties.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Heritage Park Community Development District

475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to the Contractor:

Future Horizons, Inc. Post Office Box 1115 Hastings, Florida 32145 Attn:

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 Notices 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 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 in this Agreement.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 22. CONTROLLING LAW AND 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. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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. Contractor acknowledges that the designated public records custodian for the District is James Oliver ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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.

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

**SECTION 24. 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.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties 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.

SECTION 26. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 27. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

### HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

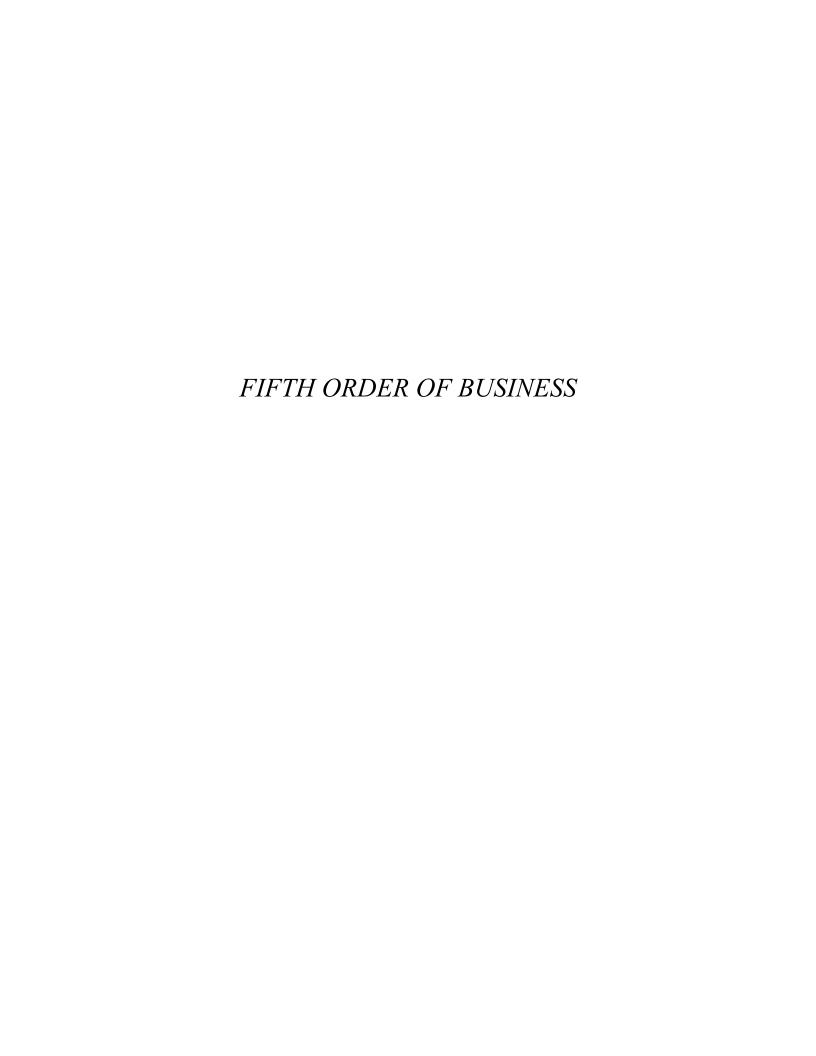
ken kinnecom

Chairperson, Board of Supervisors

Operations & Sales

FUTURE HORIZONS, INC

Ву:





951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

October 6, 2022

Board of Supervisors Heritage Park Community Development District 219 East Livingston Street Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Heritage Park Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Heritage Park Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

#### Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$3,300 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2022 must be provided to us no later than January 1, 2023, in order for us to complete the engagement by March 31, 2023.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by March 15, 2023 for the District's review, and a final draft audit report by March 31, 2023 for the District's review and approval.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Heritage Park Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter/correctly sets forth the understanding of Heritage Park Community Development District.

By: \_ Title:

Date:





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely, FICPA Peer Review Committee

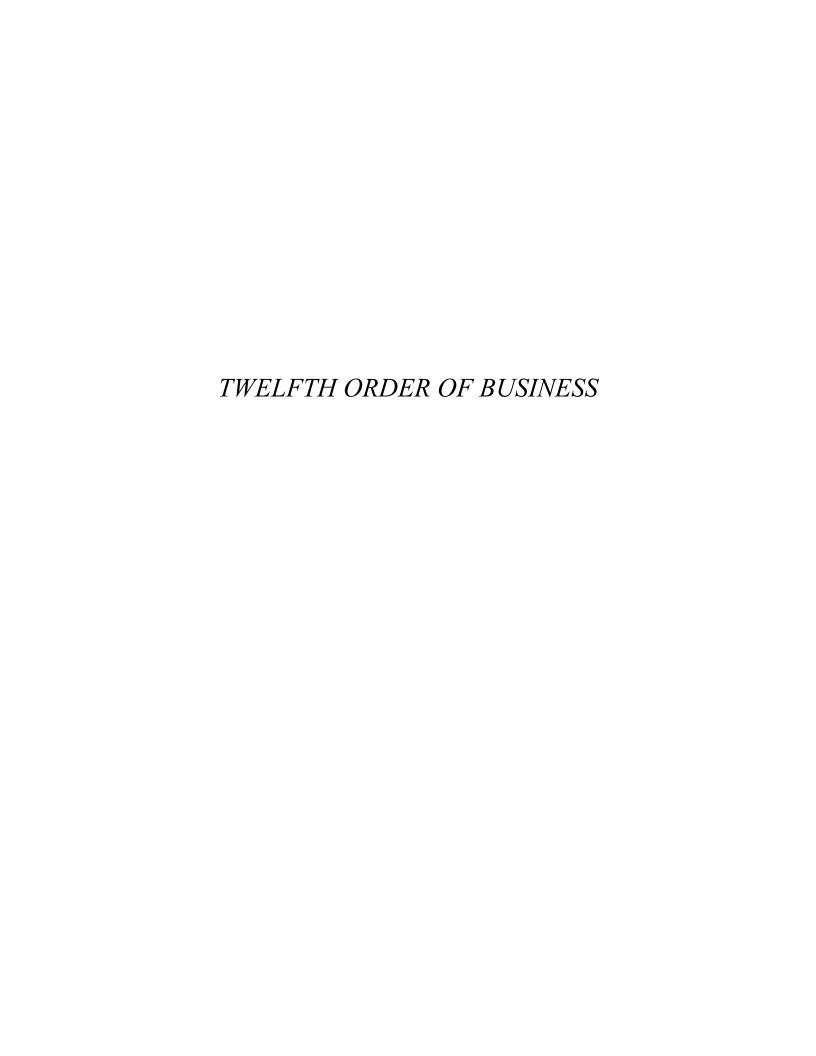
Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202



A.



# Heritage Park Community Development District

Unaudited Financial Reporting
October 31, 2022



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### HERITAGE PARK

### COMMUNITY DEVELOPMENT DISTRICT

## COMBINED BALANCE SHEET October 31, 2022

	<u>G</u>	overnmental Fund		<u>Totals</u> (memorandum only)
<u>Assets</u>	<u>General</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	2023
Cash	\$69,497		\$25,460	\$94,957
State Board of Administration			\$102,886	\$102,886
Investments:				
Operating Account	\$59,331			\$59,331
Series 2013				
Reserve		\$191,222		\$191,222
Revenue		\$150,433		\$150,433
Prepayment		\$3,685		\$3,685
Total Assets	\$128,828	\$345,339	\$128,347	\$602,513
<u>Liabilities</u>				
Accounts Payable	\$6,551			\$6,551
Fund Equity, Other Credits				
Fund Balances:				
Unassigned	\$122,276			\$122,276
Restricted for Debt Service		\$345,339		\$345,339
Assigned for Capital Reserve			\$128,347	\$128,347
Total Liabilities, Fund Equity	\$128,828	\$345,339	\$128,347	\$602,513

### **HERITAGE PARK**

### COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues and Expenditures For Period Ending October 31, 2022

REVENUES:		GENERAL FUND	PRORATED BUDGET	ACTUAL	
Assessments Tax Roll   \$255,225   \$0   \$0   \$0   \$5   Interest Income   \$25   \$2   \$107   \$100		BUDGET	THRU 10/31/22	THRU 10/31/22	VARIANCE
Interest Income	REVENUES:				
Semination Agreement	Assessments Tax Roll	\$255,225	\$0	\$0	\$0
Supervisors Fees	Interest Income	\$25	\$2	\$107	\$105
Supervisors Fees   \$6,000   \$500   \$0   \$500   \$5	TOTAL REVENUES	\$255,250	\$2	\$107	\$105
Supervisors   Fees	EXPENDITURES:				
FICE Expense	ADMINISTRATIVE:				
Engineer         \$10,000         \$833         \$0         \$83           Arbitrage Rebate         \$450         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$0         \$1,333         \$0         \$1,313         \$1,400         \$1,400         \$1,400         \$1,400         \$1,400         \$1	Supervisors Fees	\$6,000	\$500	\$0	\$500
Arbitrage Rebate	FICA Expense	\$459	\$38	\$0	\$38
District Course    \$16,000	Engineer		\$833	·	\$833
Statistic Counser	Arbitrage Rebate	-	\$0	·	\$0
Financial Advisory Services	Dissemination Agreement		•	\$83	\$0
Auditing Services		\$16,000	\$1,333	\$0	\$1,333
Trustee Fees	Financial Advisory Services		\$7,500	\$7,500	\$0
Management Fees	Auditing Services	\$3,300	\$0	\$0	\$0
Information Technology	Trustee Fees	\$4,500	\$0	\$0	\$0
Website Maintenance         \$1,200         \$100         \$10         \$1           Telephone         \$250         \$21         \$0         \$27           Postage         \$750         \$63         \$76         \$15           Printing and Binding         \$1,000         \$83         \$27         \$55           Insurance         \$8,565         \$8,565         \$7,670         \$893           Legal Advertising         \$1,350         \$113         \$0         \$112           Office Supplies         \$1,000         \$83         \$52         \$33           Office Supplies         \$250         \$21         \$13         \$3           Dues, Licenses, Subscriptions         \$175         \$175         \$175         \$175         \$175           TOTAL ADMINISTRATIVE         \$120,816         \$24,267         \$20,451         \$3,816           MAINTENANCE:         Field Operations         \$11,140         \$928         \$928         \$0           Field Operations         \$11,140         \$928         \$928         \$0           Field Operations         \$11,140         \$928         \$928         \$0           Landscape Maintenance         \$38,575         \$3,215         \$3,061         \$151 <td>Management Fees</td> <td>\$55,267</td> <td>\$4,606</td> <td>\$4,606</td> <td>\$0</td>	Management Fees	\$55,267	\$4,606	\$4,606	\$0
Telephone	Information Technology	\$1,800	\$150	\$150	\$0
Postage	Website Maintenance	\$1,200	\$100	\$100	\$0
Printing and Binding	Telephone	\$250	\$21	\$0	\$21
Insurance	Postage	\$750	\$63	\$76	(\$14)
Legal Advertising	Printing and Binding	\$1,000	\$83	\$27	\$57
Other Current Charges         \$1,000         \$83         \$52         \$33           Office Supplies         \$250         \$21         \$13         \$1           Dues, Licenses, Subscriptions         \$175         \$	Insurance	\$8,565	\$8,565	\$7,670	\$895
Office Supplies         \$250         \$21         \$13         \$8           Dues, Licenses, Subscriptions         \$175         \$175         \$175         \$1	Legal Advertising	\$1,350	\$113	\$0	\$113
Dues, Licenses, Subscriptions   \$175   \$17	Other Current Charges	\$1,000	\$83	\$52	\$31
MAINTENANCE:         \$120,816         \$24,267         \$20,451         \$3,816           MAINTENANCE:           Field Operations         \$11,140         \$928         \$928         \$6           Property Insurance         \$805         \$805         \$735         \$7           Landscape Maintenance         \$38,575         \$3,215         \$3,061         \$155           Landscape Contingency         \$6,000         \$500         \$0         \$500           Irrigation Repairs         \$1,500         \$125         \$0         \$125           Lake Maintenance         \$24,507         \$2,042         \$1,945         \$9           Lake Contingency         \$7,000         \$583         \$948         \$364           Utility Service         \$18,500         \$1,542         \$1,448         \$99           Street Lights         \$40,000         \$3,333         \$3,210         \$126           Street Lights         \$40,000         \$3,333         \$3,210         \$126           Common Area Maintenance         \$12,000         \$1,000         \$0         \$1,000           Contingency         \$5,000         \$417         \$0         \$417           Operating Reserve         \$28,618         \$2,385         \$0	Office Supplies	\$250	\$21	\$13	\$8
MAINTENANCE:   Field Operations   \$11,140   \$928	Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Field Operations	TOTAL ADMINISTRATIVE	\$120,816	\$24,267	\$20,451	\$3,816
Property Insurance	MAINTENANCE:				
Property Insurance	Field Operations	\$11,140	\$928	\$928	\$0
Landscape Contingency         \$6,000         \$500         \$0         \$500           Irrigation Repairs         \$1,500         \$125         \$0         \$125           Lake Maintenance         \$24,507         \$2,042         \$1,945         \$95           Lake Contingency         \$7,000         \$583         \$948         (\$364           Utility Service         \$18,500         \$1,542         \$1,448         \$94           Street Lights         \$40,000         \$3,333         \$3,210         \$124           Common Area Maintenance         \$12,000         \$1,000         \$0         \$1,000           Contingency         \$5,000         \$417         \$0         \$417           Operating Reserve         \$28,618         \$2,385         \$0         \$2,385           TOTAL MAINTENANCE         \$193,645         \$16,875         \$12,275         \$4,600           EXCESS REVENUES/         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	•	\$805	\$805	\$735	\$70
Landscape Contingency         \$6,000         \$500         \$0         \$500           Irrigation Repairs         \$1,500         \$125         \$0         \$125           Lake Maintenance         \$24,507         \$2,042         \$1,945         \$95           Lake Contingency         \$7,000         \$583         \$948         (\$364           Utility Service         \$18,500         \$1,542         \$1,448         \$94           Street Lights         \$40,000         \$3,333         \$3,210         \$124           Common Area Maintenance         \$12,000         \$1,000         \$0         \$1,000           Contingency         \$5,000         \$417         \$0         \$417           Operating Reserve         \$28,618         \$2,385         \$0         \$2,385           TOTAL MAINTENANCE         \$193,645         \$16,875         \$12,275         \$4,600           EXCESS REVENUES/         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	Landscape Maintenance	\$38,575	\$3,215	\$3,061	\$153
Irrigation Repairs	Landscape Contingency				\$500
Lake Maintenance       \$24,507       \$2,042       \$1,945       \$95         Lake Contingency       \$7,000       \$583       \$948       (\$364         Utility Service       \$18,500       \$1,542       \$1,448       \$94         Street Lights       \$40,000       \$3,333       \$3,210       \$124         Common Area Maintenance       \$12,000       \$1,000       \$0       \$1,000         Contingency       \$5,000       \$417       \$0       \$417         Operating Reserve       \$28,618       \$2,385       \$0       \$2,385         TOTAL MAINTENANCE       \$193,645       \$16,875       \$12,275       \$4,600         TOTAL EXPENDITURES       \$314,461       \$41,142       \$32,726       \$8,416         EXCESS REVENUES/ (EXPENDITURES)       (\$59,210)       (\$32,619)         FUND BALANCE-BEGINNING       \$59,210       \$154,896	Irrigation Repairs			\$0	\$125
Utility Service         \$18,500         \$1,542         \$1,448         \$94           Street Lights         \$40,000         \$3,333         \$3,210         \$122           Common Area Maintenance         \$12,000         \$1,000         \$0         \$1,000           Contingency         \$5,000         \$417         \$0         \$417           Operating Reserve         \$28,618         \$2,385         \$0         \$2,385           TOTAL MAINTENANCE         \$193,645         \$16,875         \$12,275         \$4,600           TOTAL EXPENDITURES         \$314,461         \$41,142         \$32,726         \$8,416           EXCESS REVENUES/ (EXPENDITURES)         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	Lake Maintenance	\$24,507	\$2,042	\$1,945	\$97
Street Lights         \$40,000         \$3,333         \$3,210         \$124           Common Area Maintenance         \$12,000         \$1,000         \$0         \$1,000           Contingency         \$5,000         \$417         \$0         \$417           Operating Reserve         \$28,618         \$2,385         \$0         \$2,385           TOTAL MAINTENANCE         \$193,645         \$16,875         \$12,275         \$4,600           TOTAL EXPENDITURES         \$314,461         \$41,142         \$32,726         \$8,416           EXCESS REVENUES/ (EXPENDITURES)         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	Lake Contingency	\$7,000	\$583	\$948	(\$364)
Common Area Maintenance         \$12,000         \$1,000         \$0         \$1,000           Contingency         \$5,000         \$417         \$0         \$417           Operating Reserve         \$28,618         \$2,385         \$0         \$2,385           TOTAL MAINTENANCE         \$193,645         \$16,875         \$12,275         \$4,600           TOTAL EXPENDITURES         \$314,461         \$41,142         \$32,726         \$8,416           EXCESS REVENUES/ (EXPENDITURES)         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	Utility Service	\$18,500	\$1,542	\$1,448	\$94
Contingency         \$5,000         \$417         \$0         \$417           Operating Reserve         \$28,618         \$2,385         \$0         \$2,385           TOTAL MAINTENANCE         \$193,645         \$16,875         \$12,275         \$4,600           TOTAL EXPENDITURES         \$314,461         \$41,142         \$32,726         \$8,416           EXCESS REVENUES/ (EXPENDITURES)         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	Street Lights	\$40,000	\$3,333	\$3,210	\$124
Operating Reserve         \$28,618         \$2,385         \$0         \$2,385           TOTAL MAINTENANCE         \$193,645         \$16,875         \$12,275         \$4,600           TOTAL EXPENDITURES         \$314,461         \$41,142         \$32,726         \$8,416           EXCESS REVENUES/ (EXPENDITURES)         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	Common Area Maintenance	\$12,000	\$1,000	\$0	\$1,000
TOTAL MAINTENANCE \$193,645 \$16,875 \$12,275 \$4,600  TOTAL EXPENDITURES \$314,461 \$41,142 \$32,726 \$8,416  EXCESS REVENUES/ (EXPENDITURES) (\$59,210) (\$32,619)  FUND BALANCE-BEGINNING \$59,210 \$154,896	Contingency	\$5,000	\$417	\$0	\$417
TOTAL EXPENDITURES \$314,461 \$41,142 \$32,726 \$8,416  EXCESS REVENUES/ (EXPENDITURES) (\$59,210) (\$32,619)  FUND BALANCE-BEGINNING \$59,210 \$154,896	Operating Reserve	\$28,618	\$2,385	\$0	\$2,385
EXCESS REVENUES/ (EXPENDITURES) (\$59,210) (\$32,619)  FUND BALANCE-BEGINNING \$59,210 \$154,896	TOTAL MAINTENANCE	\$193,645	\$16,875	\$12,275	\$4,600
(EXPENDITURES)         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	TOTAL EXPENDITURES	\$314,461	\$41,142	\$32,726	\$8,416
(EXPENDITURES)         (\$59,210)         (\$32,619)           FUND BALANCE-BEGINNING         \$59,210         \$154,896	EXCESS REVENUES/				
		(\$59,210)		(\$32,619)	
FUND BALANCE-ENDING (\$0) \$122,276	FUND BALANCE-BEGINNING	\$59,210		\$154,896	
	FUND BALANCE-ENDING	(\$0)		\$122,276	

# HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

**DEBT SERVICE FUND** 

Statement of Revenues & Expenditures For Period Ending October 31, 2022

	DEBT SERVICE	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU 10/31/22	THRU 10/31/22	VARIANCE
REVENUES:				
Assessments - Tax Roll	\$381,721	\$0	\$0	\$0
Interest Income	\$0	\$0	\$421	\$421
TOTAL REVENUES	\$381,721	\$0	\$421	\$421
EXPENDITURES:				
<u>Series 2013</u>				
Interest Expense 11/02	\$90,005	\$0	\$0	\$0
Principal Expense 05/01	\$205,000	\$0	\$0	\$0
Interest Expense 05/01	\$90,005	\$0	\$0	\$0
TOTAL EXPENDITURES	\$385,010	\$0	\$0	\$0
EXCESS REVENUES/				
(EXPENDITURES)	(\$3,289)		\$421	
FUND BALANCE - BEGINNING	\$150,043		\$344,919	
FUND BALANCE - ENDING	\$146,754		\$345,339	

# HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

**CAPITAL RESERVE FUND** 

Statement of Revenues & Expenditures For Period Ending October 31, 2022

	CAPITAL RESERVE	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU 10/31/22	THRU 10/31/22	VARIANCE
REVENUES:				
Interest Income	\$450	\$38	\$275	\$237
TOTAL REVENUES	\$450	\$38	\$275	\$237
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES/				
(EXPENDITURES)	\$450		\$275	
FUND BALANCE - BEGINNING	\$127,653		\$128,072	
FUND BALANCE - ENDING	\$128,103		\$128,347	

HERITAGE PARK
Community Development District

Revenues:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Tax Roll Assessments Interest Income	\$0 \$107	\$0 \$0	\$0 \$107										
Total Revenues	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107
Expenditures													
<u>Administrative</u>													
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	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83
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
		\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$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
Trustee Fees		\$0		\$0	\$0	\$0		\$0	\$0	\$0	\$0		
Management Fees	\$4,606	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,606
Information Technology	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
Website Maintenance	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$76	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76
Printing and Binding	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27
Insurance	\$7,670	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,670
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$52	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52
Office Supplies	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$20,451	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,451
Maintenance:													
	4		4-		4-	4-	4-	4-	4-	4-	4-		
Field Operations	\$928	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$928
Property Insurance	\$735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$735
Landscape Maintenance	\$3,061	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,061
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$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	\$948	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$948
Utility Service	\$1,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,448
Street Lights	\$3,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,210
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
Operating Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$12,275	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,275
Total Expenditures	\$32,726	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,726
·			·	· ·		•		·				Ť	
Excess Revenues/(Expenditures)	(\$32,619)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$32,619)

# Heritage Park Community Development District LONG TERM DEBT REPORT

SERIES 2013, SPECIAL AS	SESSMENT REFUNDING BONDS
MATURITY DATE:	5/1/2035
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT
RESERVE FUND REQUIREMENT	\$191,294
RESERVE FUND BALANCE	\$191,222
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)
LESS: SPECIAL CALL 11/1/18	(\$20,000)
LESS: PRINCIPAL PAYMENT 5/1/19	(\$175,000)
LESS: SPECIAL CALL 5/1/19	(\$5,000)
LESS: SPECIAL CALL 11/1/19	(\$10,000)
LESS: PRINCIPAL PAYMENT 5/1/20	(\$180,000)
LESS: SPECIAL CALL 5/1/20	(\$5,000)
LESS: SPECIAL CALL 11/1/20	(\$10,000)
LESS: PRINCIPAL PAYMENT 5/1/21	(\$190,000)
LESS: PRINCIPAL PAYMENT 5/1/22	(\$195,000)
CURRENT BONDS OUTSTANDING	\$3,615,000



## HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

#### SPECIAL ASSESSMENT RECEIPTS - FY2023

#### TAX COLLECTOR

							1		s Assessments et Assessments		677,990 637,310		271,560 255,266		406,430 382,044 2013		
Date		Gross	Assessments	D	iscounts/	Cor	nmissions		Interest	N	et Amount	G	eneral Fund	De	ebt Svc Fund		Total
Received	Dist	F	Received	F	enalties		Paid		Income		Received		40.05%		59.95%		100%
11/2/22	1	\$	9,357.34	\$	495.63	\$	177.23	\$	-	\$	8,684.48	\$	3,478.46	\$	5,206.02	\$	8,684.48
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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		7		Y		7		Y		Y		۲		Y		Y	
Totals		\$	9,357.34	\$	495.63	\$	177.23	\$	-	\$	8,684.48	\$	3,478.46	\$	5,206.02	\$	8,684.48

*C*.

# Heritage Park Community Development District

### Summary of Invoices

October 19, 2022 to November 10, 2022

Fund	Date	Check No.'s	Amount
General Fund	11/1/22	3098-3099	\$ 588.00
	11/8/22	3100-3101	\$ 8,760.90
			\$ 9,348.90
			\$ 9,348.90

AP300R *** CHECK DATES 10/19/	YEAR-TO-DATE ACCOUNT 2022 - 11/10/2022 *** HERITAGE BANK A F	IS PAYABLE PREPAID/COMPUTER CHECK REGIS' E PARK CDD-GENERAL FUND HERITAGE PARK CDD	TER RUN 11/10/22	PAGE 1
CHECK VEND#I	NVOICEEXPENSED TO INVOICE YRMO DPT ACCT# SUB SU	VENDOR NAME STATUS UBCLASS	AMOUNT	CHECK AMOUNT #
11/01/22 00054 10/03/	22 86737 202210 310-51300-54000 FY23 SPECIAL DISTRICT FEE	*		
	DEPAR	RTMENT OF ECONOMIC OPPORTUNITY		175.00 003098
11/01/22 00073 10/31/	22 3126877 202209 310-51300-31500 RESEARCH/REV MNT AGR/AGDA		413.00	
	KUTAK	K ROCK LLP		413.00 003099
11/08/22 00042 10/20/	22 75467 202210 320-53800-46600 SV CALL-REBLD KIT/STB CRD	*	947.76	
10/31/	22 75563 202210 320-53800-46300	*	1,945.00	
	FUTUF	RE HORIZONS, INC.		2,892.76 003100
11/08/22 00002 11/01/	22 524 202211 310-51300-34000 MANAGEMENT FEES NOV22	RE HORIZONS, INC.	4,605.58	
11/01/	22 524 202211 310-51300-49200	*	100.00	
11/01/	WEBSITE ADMIN NOV22 22 524 202211 310-51300-35100 INFORMATION TECH NOV22	*	150.00	
11/01/	22 524 202211 310-51300-31300 DISSEMINATION FEE NOV22	*	83.33	
11/01/		*	.90	
11/01/		*	928.33	
	GOVER	RNMENTAL MANAGEMENT SERVICES		5,868.14 003101
		TOTAL FOR BANK A		

HERT HERITAGE PARK TVISCARRA

9,348.90

TOTAL FOR REGISTER

# Florida Department of Economic Opportunity, Special District Accountability Program FY 2022/2023 Special District Fee Invoice and Update Form

Required by	Sections 189.064 and 189.0	<ol><li>Florida Statutes, and Chap</li></ol>	oter 73C-24, Florida Administrative Code
Invoice No.: 86737			Date Invoiced: 10/03/2022
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2022: \$175.00
STEP 1: Review the following	information, make changes	directly on the form, and sign	
1. Special District's Name, R			
<b>Heritage Park</b> Mr. Wesley Ha	Community Developme	ent District	FLORIDA DEPARTMENT / ECONOMIC OPPORTUNITY
Kutak Rock LL	.P		
107 West Coll	•		
Tallahassee, F	FL 32301		
0 T-1			
2. Telephone: 3. Fax:	(850) 692-7300		
4. Email:	(850) 692-7319 Wesley.Haber@K	utakPack aam	
5. Status:	Independent	ULAKTUCK.COM	
6. Governing Body:	Elected		
7. Website Address:	www.heritagepark	cdd.com	
8. County(ies):	St. Johns		
9. Function(s):	Community Develo	opment	
<ol> <li>Boundary Map on File:</li> <li>Creation Document on Fil</li> </ol>	04/02/2004		
12. Date Established:	e: 04/02/2004 01/12/2004		
13. Creation Method:	Local Ordinance		
14. Local Governing Authorit			
15. Creation Document(s):	County Ordinance	2004-1	
16. Statutory Authority:	Chapter 190, Florid	da Statutes	
17. Authority to Issue Bonds:			
18. Revenue Source(s):	Assessments		
19. Most Recent Update:	03/07/2022		
I do hereby certify that the infor		d if necessary) is accurate and	d complete as of this date.
Registered Agent's Signature: _			Date10.31.2022
STEP 2: Pay the annual fee or	certify eligibility for the zero f	ee:	
<ol> <li>Pay the Annual Fee: F</li> </ol>	ay the annual fee online by t	following the instructions at wi	ww.Floridajobs.org/SpecialDistrictFee or by check
	ent of Economic Opportunity		, , , , , , , , , , , , , , , , , , , ,
b. Or, Certify Eligibility for t	he Zero Fee: By initialing eac	th of the following items, I, the	above signed registered agent, do hereby
			contained herein and on any attachments
			and that any information I give may be verified.
			and that any information i give may be verified.
general-purpose g		and a storming the openia	a district is not a component unit of a local
-		norting requirements of the De	epartment of Financial Services.
······ opoolal distillo	the second secon	porting requirements of the De	partment of Financial Services.

STEP 3: Make a copy of this form for your records.

Department Use Only: Approved:\_\_\_\_ Denied: \_\_\_\_ Reason:\_

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

3. \_\_\_\_ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year

2020/2021 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

#### KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

October 31, 2022

#73 210-S13-715 Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C #

Reference: Invoice No. 3126877 Client Matter No. 10423-1

OCT 3 1

Invoice No. 3126877

10423-1

Jim Oliver Heritage Park CDD Governmental Management Services - North Florida Suite 114 475 West Town Place St. Augustine, FL 32092

Re: Heritage Park CDD - General Representation

For Professional Legal Services Rendered

09/06/22	W. Haber	0.20	70.00	Review draft agenda	ke
09/19/22	K. Jusevitch	1.40	203.00	Research and prepare lal	
09/20/22	W. Haber	0.40	140.00	maintenance agreement; confer wi Haber Review and revise lake maintenance agreement	

TOTAL HOURS 2.00

TOTAL FOR SERVICES RENDERED \$413.00

TOTAL CURRENT AMOUNT DUE \$413.00

#### Future Horizons, Inc

403 N First Street PO Box 1115 Hastings, FL 32145 USA

Fax:

Voice: 904-692-1187 904-692-1193

Invoice Number: 75467

Invoice Date:

Oct 20, 2022

Page:

#### Bill To:

Heritage Park CDD c/o GMC, LLC 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

#42 320-578-466 Ship to: Heritage Park CDD

c/o GMC, LLC 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

NOV 07 2022

CustomerID	Customer PO	Payment	Terms
Heritage04	Per Quote	Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
Kenney01	Hand Deliver		11/19/22

Quantity	Item	Description	Unit Price	Amount
1.00	4400 US Rebuild Kit	4400 US Rebuild Kit	122.48	122.4
1.00	990300	Large O-Ring for Blue Top		
1.00	990275	Cord O-Ring		
1.00	990280	Black Plug for Top		%
1.00	990281	O-Ring For Black Plug		
2.00	996100	Bearings (each)		
1.00	990500	Mechanical Seal		
1.00	990410	Fling, 1/2 shaft		
1.00	243475	2400/3400/4400 Zinc Anode		
1.00	990900	Kasco Oil		
1.00	Env Disp Fee	Environmental Disposal Fee		
1.00	6030142K	Stub cord with 1/2 of quick disconnect	125.50	125.50
		installed (3hp and lower)		
1.00	396250	Capacitor (US Motors) 20mF	42.78	42.78
1.00	440600K	Prop Kit, 4400MVX w/ jam nut	64.50	64.50
1.00	Aerator Service	Aerator Service - Pond 1300	592.50	592.50
		Unit had a dead short, found a large amount		
		of water in the unit. The water intrusion was		
		caused by fishing line getting wrapped		
		around the motor shaft and damaging the		
		mechanical seal. Also, found the stub cord		
		Subtotal		Continued
		Sales Tax		Continued
		Freight		
		Total Invoice Amount		Continued
ck/Credit Me	mo No:	Payment/Credit Applied		
		TOTAL		Continued

Overdue invoices are subject to finance charges.

#### **Future Horizons, Inc**

403 N First Street PO Box 1115 Hastings, FL 32145 USA

Voice: 904-692-1187 Fax: 904-692-1193 INVOICE

Invoice Number: 75467 Invoice Date: Oct 20, 2022

Page: 2

#### Bill To:

Heritage Park CDD c/o GMC, LLC 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

#### Ship to:

Heritage Park CDD c/o GMC, LLC 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

Customer ID	Customer PO	Payment	Terms
Heritage04	Per Quote	Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
Kennev01	Hand Deliver		11/19/22

Quantity	Item	Description	Unit Price	Amount
Quantity	Item	Showing a short and found one of the blades on the prop was broken off. All replaced parts come with a 1-year warranty.  Approved Lake Contingency 001.320.53800.46500 Christopher Hall	Unit Price	Amount
		Subtotal		947.
		Sales Tax		
		Freight		
		Total Invoice Amount		947.7
eck/Credit Memo N	o:	Payment/Credit Applied		
55 51 54 K 11151110 11	•	TOTAL		947.7

Overdue invoices are subject to finance charges.

# Future Horizons, Inc 403 N First Street

PO Box 1115 Hastings, FL 32145 USA

Fax:

Voice: 904-692-1187 904-692-1193

Invoice Number: 75563

Invoice Date:

Oct 31, 2022

Page:

4

#### Bill To:

Heritage Park CDD c/o GMC, LLC 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771 Ship to:

Aquatic Weed Control Services



Customer ID	Customer PO	Payment	Terms
Heritage04		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		11/30/22

Quantity	Item	Description	Unit Price	Amount
	Aquatic Weed Control	Aquatic Weed Control services in Heritage Park for the month of October #42 NA 20 57% 463	1,945.00	1,945.00
		Subtotal		1,945.00
Check/Gredit Memo No:		Sales Tax		
		Freight		
		Total invoice Amount		1,945.00
		Payment/Credit Applied		
		TOTAL		1,945.00

Overdue Invoices are subject to finance charges.

#### Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

## Invoice

Invoice #: 524 Invoice Date: 11/1/22

Due Date: 11/1/22

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
Management Fees - November 2022	310-9774	1	4,605.58	4,605.58
Website Administration - November 2022	442		100.00	100.00
Information Technology - November 2022	377		150.00	150.00
Dissemination Agent Services - November 2022	377		83.33	83.33
Copies	425		0.90	0.90
			A BOTTOM BELLEVIA DE LA COMPANSA DE	
			entire ilea manamente monification to	
	Polymonial white			

Total	\$4,939.81	
Payments/Credits	\$0.00	
Balance Due	\$4,939.81	

#### Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

## Invoice

Invoice #: 525 Invoice Date: 11/1/22

Due Date: 11/1/22

Case:

P.O. Number:

#### Bill To:

Heritage Park CDD 475 West Town Place Sulte 114 St. Augustine, FL 32092



Description #	Hours/Qty Rate	and the second s
ontract Administration - November 2022 326.5/18.12	and the first of the state of t	28.33 928.33
Juny Landet		

Total	\$928.33	
Payments/Credits	\$0.00	
Balance Due	\$928.33	