

Heritage Park
Community Development District

March 16, 2023

AGENDA

Heritage Park Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

District Website: www.heritageparkcdd.com

March 9, 2023

Board of Supervisors
Heritage Park Community Development District

Dear Board Members:

The Heritage Park Community Development District Meeting is scheduled for **Thursday, March 16, 2023 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 January 19, 2023 Meeting
- IV. St. Johns Sheriff's Office Update
- V. Ratification of Renewal Agreement with Yellowstone Landscape
- VI. Discussion of Fiscal Year 2024 Budget Process
- VII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - D. Operations Manager
- VIII. Audience Comments
- IX. Supervisors Requests

- X. Financial Reports
 - A. Balance Sheet and Statement of Revenues & Expenditures
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
- XI. Next Scheduled Meeting – May 18, 2023 @ 1:00 p.m.
- XII. Adjournment

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
HERITAGE PARK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Heritage Park Community Development District was held on Thursday, January 19, 2023 at 1:00 p.m. at the Heritage Park Amenity Center, 225 Hefferon Drive, St. Augustine, Florida 32084.

Present and constituting a quorum were:

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| Joanne Wharton | Chairperson |
| Robert Curran | Vice Chairman |
| Thomas Ferry | Supervisor |
| Judith Kinnecom | Supervisor |
| Louis Pingotti | Supervisor |

Also present were:

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| Jim Oliver | District Manager |
| Joe Brown <i>by phone</i> | District Counsel |
| Chris Hall | Riverside Management |

The following is a summary of the actions taken at the January 19, 2023 meeting. Due to a technical issue with the audio, the beginning of the meeting was summarized using District Manager notes. The recording commenced during the Second Order of Business.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment

Resident Gerri Ferry of the St. Augustine Homeowners Association (HOA) shared recommendations from the HOA's liability insurance provider regarding locations and quantities for posting two sided No Trespassing/No Fishing signs at all ponds. The Operations Manager would coordinate.

THIRD ORDER OF BUSINESS**Consideration of Candidates to Fill Board Vacancies (Seats 1 & 2)**

Mr. Mark Masley declared that he did not wish to serve in Seat 1, which expired. Mr. Oliver announced vacancies in Seat 1 and Seat 2. Resumes and Letters of Interest were received from Ms. Judith Kinnecom and Mr. Louis Pingotti, which were included in the agenda package.

Ms. Kinnecom and Mr. Pingotti introduced themselves. Ms. Wharton felt that the Board and community were fortunate to have Ms. Kinnecom as a candidate as she worked alongside Mr. Ken Kinnecom. Ms. Wharton appointed Ms. Judith Kinnecom to Seat 2, which was previously held by Mr. Ken Kinnecom. Ms. Wharton understood that Mr. Kinnecom's seat and her seat expired in November of 2024 but questioned when Mr. Masley's seat expired. Mr. Oliver confirmed that once filled, Mr. Masley's seat expired in November of 2026. Ms. Wharton requested that Ms. Judith Kinnecom be appointed to Seat 1 instead of Seat 2.

On MOTION by Ms. Wharton seconded by Mr. Curran with all in favor the appointment of Ms. Judith Kinnecom to fill the Board vacancy in Seat 1 was approved.

Mr. Oliver thanked Mr. Masley for his service and requested that he attend the next meeting to be recognized.

On MOTION by Mr. Ferry seconded by Mr. Curran with all in favor the appointment of Mr. Louis Pingotti to fill the Board vacancy in Seat 2 was approved.

FOURTH ORDER OF BUSINESS**Organizational Matters****A. Oath of Office for Newly Elected & Appointed Supervisors**

Mr. Oliver, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Judith Kinnecom and Mr. Louis Pingotti.

Mr. Oliver advised that Ms. Judith Kinnecom and Mr. Louis Pingotti were now considered public officials. The CDD was a unit of Government in Florida and as such, they were subject to the Sunshine, Public Records and Ethics Laws. Under the Sunshine Law, Board Members were prohibited from speaking with other Board Members outside of a Board meeting on CDD business. This included speaking in person, phone calls, emails and social media such as Facebook. Any posts could be construed as communication if another Board Member read it

outside of a meeting and therefore could be a violation of the Sunshine Law. Staff members should not be used as conduits. CDD records and materials should be segregated from business and personal records as it was subject to public records requests. A separate email account should be created for CDD business. Public records requests should be forwarded to him or District Counsel.

Ms. Wharton stated that Board Members could respond in public if a citizen of Heritage Park asked a question as long as it was something that the Board was not voting on. Mr. Oliver explained that the Sunshine Law only applied to Board Members not speaking with each other, but they could speak to other residents. Documents would be provided to the new Board Members after the meeting such as a question-and-answer sheet regarding CDDs; Chapter 190; W-4 and I-9 forms, if the new Board Members wanted to receive the \$200 in compensation for attending meetings; Florida Commission on Ethics and Guide to the Sunshine and Public Records Laws and Form 1, Statement of Financial Interests, which was required to be filed with the Supervisor of Elections.

B. Election of Officers, Resolution 2023-02

Mr. Oliver stated that after each election, the Board was required to elect officers. Mr. Ken Kinnecom served as Chairman, Mr. Curran was serving as Vice Chairman and the remaining Board Members as Assistant Secretaries. Staff at GMS served as Secretary, Treasurer, Assistant Secretaries and Assistant Treasurers for check signing purposes. Ms. Wharton asked if it was possible to split the Chairman position into Chairman and Co-Chairman. Mr. Oliver stated Chapter 190 required a Chair and Vice Chair. Ms. Wharton did not want to nominate anyone for Chair unless they wanted it. Mr. Curran was interested in serving as Vice Chair. There was Board consensus for Mr. Curran to serve as Vice Chair. Mr. Ferry nominated Ms. Wharton as Chair. There was Board consensus for Ms. Wharton to serve as Chair.

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| On MOTION by Mr. Pingotti seconded by Ms. Kinnecom with all in favor the election of Ms. Joanne Wharton as Chair; Mr. Bob Curran as Vice Chair; Mr. Tom Ferry, Ms. Judith Kinnecom, Mr. Louis Pingotti, Ms. Marilee Giles, Mr. Daniel Laughlin, Mr. Darrin Mossing and Mr. Howard McGaffney as Assistant Secretaries; Mr. Jim Oliver as Treasurer and Secretary and Ms. Marilee Giles, Mr. Daniel Laughlin, Mr. Darrin Mossing, Mr. |
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| Howard McGaffney as Assistant Treasurers as evidenced by Resolution 2023-02 was adopted. |
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FIFTH ORDER OF BUSINESS**Approval of the Minutes of the November 17, 2022 Meeting**

Mr. Ferry noted on Page 3, under the Seventh Order of Business, “*Mr. Oliver stated her recently spoke*” should be “*Mr. Oliver recently spoke.*” Ms. Wharton requested clarification of the statement, “*Mr. Hall confirmed that Pond 600 had a new fountain that ran perfect for months, but when it was switched out with Pond 1100, there was tripping from the GFI outlet.*” Mr. Hall explained that Pond 600 had a tripping problem and the fountain was switched to ensure that the issue was not with the fountain. Since it was still tripping, it was not a fountain issue.

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| On MOTION by Mr. Ferry seconded by Ms. Wharton with all in favor the Minutes of the November 17, 2022 Meeting were approved as amended. |
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SIXTH ORDER OF BUSINESS**Ratification of Renewal Agreement with Yellowstone Landscape**

Mr. Oliver requested that this item be tabled as staff was waiting for the document to be returned from Yellowstone.

SEVENTH ORDER OF BUSINESS**Acceptance of Draft Audit Report for Fiscal Year 2022**

Mr. Oliver presented the Fiscal Year 2022 draft audit, which was included in the agenda package. It was a clean audit. Ms. Wharton questioned in the financial report, why the District’s net position increased by \$24,000. Mr. Oliver confirmed that it was due to capital projects that the District paid for and would provide further information to Ms. Wharton.

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| On MOTION by Ms. Wharton seconded by Mr. Ferry with all in favor the Fiscal Year 2022 Audit Report was accepted. |
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EIGHTH ORDER OF BUSINESS**Discussion Regarding Ponds (violations, trespassing)**

Mr. Oliver stated that this item was placed on the agenda at the request of the Vice Chair. The District had a Pond Policy for trespassing and no fishing on the ponds. Letters were sent in the past to residents for fishing, horseplay or mischievous actions. There may need to be discussion on actions that the Board could take such as installing signage, sending letters or additional assistance from the Sheriff's Office. Mr. Curran requested this item for this purpose and proposed having additional signage. Last Friday, teenagers were on Pond 500 on the corner of Heritage Park Drive and Woodlawn Road. The older one left, but the younger one did not. They were told by a deputy from the Sheriff's Office, Mr. Russell Burns who lived at 867 East Red House Branch Road, that they could fish. He allegedly removed the sign that Mr. Hall installed and threw it into the pond because the sign was behind his fence. Mr. Burns believed that he owned everything from his fence to the pond and encouraged kids to fish.

Mr. Oliver reported that his colleague, Mr. Howard McGaffney was having lunch with the Sheriff next week and would have him mention this incident and address how to assist this District. Ms. Wharton wanted written warnings now that spring was approaching and people were fishing on the ponds. Mr. Curran questioned how the trespass enforcement authorization worked. Mr. Oliver explained that there was a new form that was signed in the presence of a deputy and would have Mr. McGaffney get it executed when he was at the Sheriff's Office next week. Ms. Wharton felt that it needed to be brought to the forefront. Ms. Kinnecom noted that a number of parents were stocking the ponds with fish so their children had fish to catch. Ms. Wharton had not seen anyone take fish out of the pond and was in support of increasing the signage as she received a request from a resident that a No Fishing sign be placed behind a house at 1204 Wild Palm Court. Their signs did not say, "*Trespassers Will Be Prosecuted*" and questioned whether it was in the District's best interest to add it to the sign. Mr. Oliver would ask the Sheriff's Office. Ms. Wharton requested an estimate for four signs on the small ponds and six to eight signs on the larger ponds. Mr. Oliver stated they must find the right solution so they did not have sign pollution. Ms. Wharton spoke to kids when they were fishing on the ponds versus contacting the Sheriff's Department. Mr. Oliver pointed out that their actions were limited because the District did not have security powers but did not want the Board to put themselves in harm's way. The best approach was working through the Sheriff's Office and providing education. Staff would speak with the Sheriff's Office regarding these issues and would request a

representative of the Sheriff's Office attend the next meeting. Mr. Oliver would provide an update after speaking with the Sheriff's Office.

NINTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

There being none, the next item followed.

B. Engineer

Mr. Oliver reported that Mr. Ryan Stillwell was now the District Engineer as Ms. Jenny Urcan was no longer with Prosser.

C. Manager

Mr. Oliver reported that the budget process would be starting at the March meeting with the idea of bringing a Proposed Budget for Fiscal Year 2024 to the May meeting for approval and adopting the budget in July or August

D. Operations Manager

Mr. Hall recalled that at the last meeting, Ms. Wharton asked whether aquatic plants would be beneficial around edges of the pond. He did not recommend putting anything on the pond banks as it would de-stabilize them; however, putting aquatic plants around the shoreline would help with algae in the pond. Ms. Wharton suggested placing them around a trial pond but doing some research first on whether it would assist with the stability and health of the pond and if it would affect wildlife. Mr. Hall recommended doing one or two ponds and obtaining a proposal on different type of plants. Ms. Wharton requested this item for the next meeting, that Board Members think about which pond to include the plants on and voiced concern that Future Horizons were over-spraying the ponds. Mr. Hall pointed out that there were laws on how much they could spray. The fence project was completed. The basketball court was cut out and the fence was moved out to the property line. Two fountains were in stock. If they run out and needed more, there was a discount. He would work on the signs once they have the verbiage. The electrician completed work on Pond 1000. Ms. Wharton noted that people were adjusting the timers continuously on this pond, causing the fountain to go out. In addition, the pond was not being checked every week like it should. Mr. Hall indicated that the ponds were being cleaned

every other week. Ms. Wharton called for two weeks when the fountains were out, but no one noticed. Someone on the Board should have keys if locks were put on the timers. Mr. Hall would have it checked and look into a combination lock that they could provide to the Chair. Ms. Wharton suggested that all locks have the same combination.

TENTH ORDER OF BUSINESS**Audience Comments**

Resident Gerri Ferry wished the new Board Members good luck.

ELEVENTH ORDER OF BUSINESS**Supervisors Requests**

Ms. Wharton requested new name plates and pressure washing of the fence. Mr. Hall confirmed that it was completed yesterday. Ms. Wharton requested a walk through with Mr. Hall and questioned who was responsible for maintaining the fence at the south entrance on Woodlawn Road as it was dirty. Resident Gerri Ferry stated that Mr. Kinnecom informed her that it was the HOA's responsibility and had it cleaned as there was an agreement with the developer. Mr. Oliver would have Mr. Hall and Mr. Stillwell look at it. Ms. Kinnecom questioned who to call if there was an issue with the pond. Mr. Hall stated that the person in the office would be called and they would inform him. Mr. Oliver requested that Ms. Kinnecom contact Mr. Hall first and if Mr. Hall did not respond, to let him know. Mr. Hall provided his contact information to Ms. Kinnecom.

TWELFTH ORDER OF BUSINESS**Financial Reports****A. Balance Sheet and Statement of Revenues & Expenditures**

Mr. Oliver presented the Unaudited Financial Statements through December 31, 2022, which were included in the agenda package. There were no unusual variances and there was \$128,000 in the Capital Reserve.

B. Assessment Receipt Schedule

Mr. Oliver presented the Assessment Receipt Schedule, which was included in the agenda package. On-roll collections were at 31% through December 15th. The District should be fully collected by the end of February.

C. Approval of Check Register

On MOTION by Mr. Curran seconded by Mr. Ferry with all in favor the Check Register from November 10, 2022 through January 10, 2023 in the amount of \$29,443.57 was approved.

**THIRTEENTH ORDER OF BUSINESS Next Scheduled Meeting – March 16, 2023 @
1:00 p.m.**

Mr. Oliver stated that the next meeting was scheduled for March 16, 2023 at 1:00 p.m.

FOURTEENTH ORDER OF BUSINESS Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

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

THIS AGREEMENT is made and entered into this 1st day of February, 2023, by and between:

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

Yellowstone Landscape, Inc., a Delaware corporation, whose address is PO Box 849, Bunnell, Florida 32110 (“Contractor” and, together with the District, the “Parties”).

RECITALS

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

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

WHEREAS, Contractor has submitted a proposal for the provisions of landscape and irrigation services more fully described in the documents attached hereto as **Exhibit A** (“Scope of Services”) and incorporated herein by reference, and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District; and

WHEREAS, the Parties previously entered into a Landscape Maintenance Agreement, which expired on September 30, 2021 (the “Prior Agreement”), however the Contractor has continued to provide services to the District beyond the expiration of the Prior Agreement; and

WHEREAS, it is the Parties’ intent that with the exception of the compensation increase which goes into effect as of February 1, 2023 and as set forth in Section 5(A) herein, that the provisions of this Agreement cover the service term between the expiration of the Prior Agreement and the effective date of Agreement, as well as the term of this Agreement.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.
- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C.** The Contractor shall provide the specific professional services as shown in Paragraph 3, of this Agreement.

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

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

- A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to

transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager or his or her designee, to act as its representative.
- (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement and upon execution of this Agreement, the District agrees to pay the Contractor ~~twelve (12)~~ monthly payments of Three Thousand One Hundred Fifty-Three Dollars and Thirty-Three Cents (**\$3,153.33**), for an annual total of Thirty-Seven Thousand Eight Hundred Thirty-Nine Dollars and Ninety-Six Cents (**\$37,839.96**), unless terminated earlier in accordance with Section 13 below. The term of this agreement shall be through February 29, 2024, unless terminated earlier in accordance with Section 13 below. At the end of the term set forth above, the District shall have the option of extending the agreement for up to two additional one year (12 month) periods with compensation to be as provided for upon negotiation by both of the Parties hereto.
- 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, material men, 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. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - (1) 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 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 an 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 coverages, 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

- A.** 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. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- 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 (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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

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

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

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

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

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

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

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

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

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

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent that any of the terms of this Agreement are determined to conflict with any terms included in the attached Proposal, the terms of this Agreement are agreed and deemed to be controlling.

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

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

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

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Wesley S. Haber

B. If to the Contractor: Yellowstone Landscape
P.O. Box 849
Bunnell, Florida 32110
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 Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

24. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

25. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

26. EFFECTIVE DATE. With the exception of the increase in price, which goes into effect as of February 1, 2023, that the parties agree that the remaining terms of the agreement applied to and were effective as of October 1, 2021. This Agreement shall remain in effect in accordance with the terms set forth in Section 5(A) above unless terminated by either of the District or the Contractor in accordance with the provisions of this Agreement.

27. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. 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.

28. 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.

29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

30. 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.

31. 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.

32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.


33. CONFLICTS. To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms herein shall control.

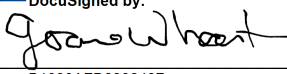
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IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**HERITAGE PARK COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

D1BA5E5E7410418...
Secretary/Assistant Secretary

DocuSigned by:

B1090AFD8392437...
Chairperson
Board of Supervisors

YELLOWSTONE LANDSCAPE, INC.

(Signature of Witness)

By: _____
Its: _____

(Print Name of Witness)

Exhibit A – Scope of Services

Exhibit A – Scope of Services

Heritage Park Community Development District St. Augustine, Florida Landscape Maintenance Specifications And Service Area

General Services

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

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

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

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

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

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

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

YOUR INVESTMENT

| CORE MAINTENANCE SERVICES | PRICE |
|--|--------------------|
| Mowing & Detail Services Includes Mowing, Edging, String Trimming, Blowing, Shrub Pruning, Weed Removal, Ant Treatments of Active Mounds & Property Policing | \$37,839.96 |
| Integrated Pest Management Includes Turf & Shrub Fertilization, Pest Control Applications | INCLUDED |
| Irrigation Inspections Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out/ Maintaining Valve Boxes & Standard Irrigation Reports | INCLUDED |
| Ponds 1100, 1700 & 1800 | INCLUDED |
| Easement on East Red House This area will be mowed with small mowers, (21 inch) or string trimmer if ground is too wet to support larger equipment | INCLUDED |
| ANNUAL GRAND TOTAL | \$37,839.96 |

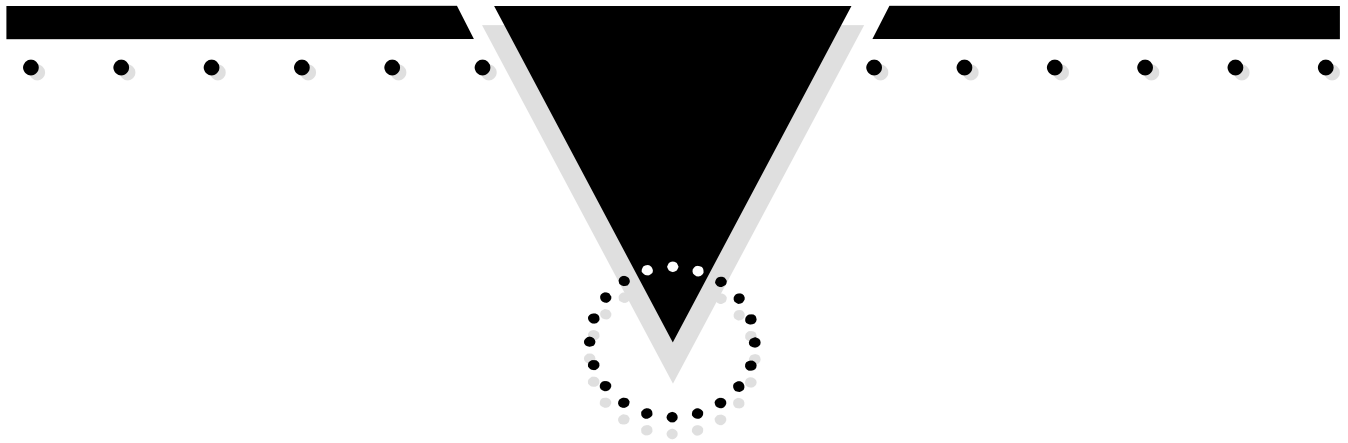
DRAFT

| | |
|---------------------|-------------|
| ANNUAL GRAND TOTAL | \$37,839.96 |
| MONTHLY GRAND TOTAL | \$3,153.33 |



TENTH ORDER OF BUSINESS

A.



Heritage Park Community Development District

Unaudited Financial Reporting

February 28, 2023



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| 4 | <hr/> Capital Reserve Income Statement |
| 5 | <hr/> Month to Month |
| 6 | <hr/> Long Term Debt Summary |
| 7 | <hr/> Assessment Receipt Schedule |

HERITAGE PARK

COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET

February 28, 2023

| | <u>Governmental Fund</u> | | | <u>Totals</u> (memorandum only) |
|--|--------------------------|----------------------------|-------------------------------|------------------------------------|
| <u>Assets</u> | <u>General</u> | <u>Debt Service</u> | <u>Capital Reserve</u> | <u>2023</u> |
| Cash | \$37,900 | ----- | \$24,611 | \$62,511 |
| State Board of Administration | ----- | ----- | \$104,377 | \$104,377 |
| <u>Investments:</u> | | | | |
| Operating Account | \$255,534 | ----- | ----- | \$255,534 |
| <u>Series 2013</u> | | | | |
| Reserve | ----- | \$192,427 | ----- | \$192,427 |
| Revenue | ----- | \$429,068 | ----- | \$429,068 |
| Prepayment | ----- | \$3,710 | ----- | \$3,710 |
| Total Assets | \$293,434 | \$625,206 | \$128,988 | \$1,047,629 |
| <u>Liabilities</u> | | | | |
| Accounts Payable | \$1,945 | ----- | ----- | \$1,945 |
| <u>Fund Equity, Other Credits</u> | | | | |
| <u>Fund Balances:</u> | | | | |
| Unassigned | \$291,489 | ----- | ----- | \$291,489 |
| Restricted for Debt Service | ----- | \$625,206 | ----- | \$625,206 |
| Assigned for Capital Reserve | ----- | ----- | \$128,988 | \$128,988 |
| Total Liabilities, Fund Equity | \$293,434 | \$625,206 | \$128,988 | \$1,047,629 |

HERITAGE PARK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

Statement of Revenues and Expenditures
For Period Ending February 28, 2023

| | GENERAL FUND BUDGET | PRORATED BUDGET THRU 2/28/23 | ACTUAL THRU 2/28/23 | VARIANCE |
|--|------------------------|---------------------------------|------------------------|-----------------|
| <u>REVENUES:</u> | | | | |
| Assessments Tax Roll | \$255,225 | \$245,501 | \$245,501 | \$0 |
| Interest Income | \$25 | \$10 | \$809 | \$799 |
| TOTAL REVENUES | \$255,250 | \$245,511 | \$246,310 | \$799 |
| <u>EXPENDITURES:</u> | | | | |
| <u>ADMINISTRATIVE:</u> | | | | |
| Supervisors Fees | \$6,000 | \$2,500 | \$1,600 | \$900 |
| FICA Expense | \$459 | \$191 | \$122 | \$69 |
| Engineer | \$10,000 | \$4,167 | \$0 | \$4,167 |
| Arbitrage Rebate | \$450 | \$450 | \$450 | \$0 |
| Dissemination Agreement | \$1,000 | \$417 | \$417 | \$0 |
| District Counsel | \$16,000 | \$6,667 | \$2,386 | \$4,281 |
| Financial Advisory Services | \$7,500 | \$7,500 | \$7,500 | \$0 |
| Auditing Services | \$3,300 | \$3,000 | \$3,000 | \$0 |
| Trustee Fees | \$4,500 | \$4,445 | \$4,445 | \$0 |
| Management Fees | \$55,267 | \$23,028 | \$23,028 | \$0 |
| Information Technology | \$1,800 | \$750 | \$750 | \$0 |
| Website Maintenance | \$1,200 | \$500 | \$500 | \$0 |
| Telephone | \$250 | \$104 | \$13 | \$91 |
| Postage | \$750 | \$313 | \$219 | \$94 |
| Printing and Binding | \$1,000 | \$417 | \$176 | \$240 |
| Insurance | \$8,565 | \$8,565 | \$7,670 | \$895 |
| Legal Advertising | \$1,350 | \$563 | \$200 | \$363 |
| Other Current Charges | \$1,000 | \$417 | \$359 | \$58 |
| Office Supplies | \$250 | \$104 | \$33 | \$71 |
| Dues, Licenses, Subscriptions | \$175 | \$175 | \$175 | \$0 |
| TOTAL ADMINISTRATIVE | \$120,816 | \$64,271 | \$53,043 | \$11,228 |
| <u>MAINTENANCE:</u> | | | | |
| Field Operations | \$11,140 | \$4,642 | \$4,642 | \$0 |
| Property Insurance | \$805 | \$805 | \$735 | \$70 |
| Landscape Maintenance | \$38,575 | \$16,073 | \$15,583 | \$490 |
| Landscape Contingency | \$6,000 | \$2,500 | \$0 | \$2,500 |
| Irrigation Repairs | \$1,500 | \$625 | \$1,200 | (\$575) |
| Lake Maintenance | \$24,507 | \$10,211 | \$9,725 | \$486 |
| Lake Contingency | \$7,000 | \$2,917 | \$948 | \$1,969 |
| Utility Service | \$18,500 | \$7,708 | \$7,962 | (\$254) |
| Street Lights | \$40,000 | \$16,667 | \$13,636 | \$3,030 |
| Common Area Maintenance | \$12,000 | \$5,000 | \$2,243 | \$2,757 |
| Contingency | \$5,000 | \$2,083 | \$0 | \$2,083 |
| Operating Reserve | \$28,618 | \$11,924 | \$0 | \$11,924 |
| TOTAL MAINTENANCE | \$193,645 | \$81,155 | \$56,674 | \$24,481 |
| TOTAL EXPENDITURES | \$314,461 | \$145,426 | \$109,717 | \$35,709 |
| EXCESS REVENUES/ (EXPENDITURES) | (\$59,210) | | \$136,594 | |
| FUND BALANCE-BEGINNING | \$59,210 | | \$154,896 | |
| FUND BALANCE-ENDING | (\$0) | | \$291,489 | |

HERITAGE PARK

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Statement of Revenues & Expenditures
For Period Ending February 28, 2023

| DEBT SERVICE BUDGET | PRORATED BUDGET THRU 2/28/23 | ACTUAL THRU 2/28/23 | VARIANCE |
|------------------------|---------------------------------|------------------------|----------|
|------------------------|---------------------------------|------------------------|----------|

REVENUES:

| | | | | |
|------------------------|------------------|------------------|------------------|----------------|
| Assessments - Tax Roll | \$381,721 | \$367,428 | \$367,428 | \$0 |
| Interest Income | \$0 | \$0 | \$2,865 | \$2,865 |
| TOTAL REVENUES | \$381,721 | \$367,428 | \$370,292 | \$2,865 |

EXPENDITURES:

Series 2013

| | | | | |
|---------------------------|------------------|-----------------|-----------------|------------|
| Interest Expense 11/02 | \$90,005 | \$90,005 | \$90,005 | \$0 |
| Principal Expense 05/01 | \$205,000 | \$0 | \$0 | \$0 |
| Interest Expense 05/01 | \$90,005 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$385,010 | \$90,005 | \$90,005 | \$0 |

EXCESS REVENUES/ (EXPENDITURES)

| | |
|------------------|------------------|
| (\$3,289) | \$280,287 |
|------------------|------------------|

FUND BALANCE - BEGINNING

| | |
|------------------|------------------|
| \$150,043 | \$344,919 |
|------------------|------------------|

FUND BALANCE - ENDING

| | |
|------------------|------------------|
| \$146,754 | \$625,206 |
|------------------|------------------|

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT CAPITAL RESERVE FUND

Statement of Revenues & Expenditures
For Period Ending February 28, 2023

| | CAPITAL RESERVE BUDGET | PRORATED BUDGET THRU 2/28/23 | ACTUAL THRU 2/28/23 | VARIANCE |
|--|---------------------------|---------------------------------|------------------------|----------------|
| <u>REVENUES:</u> | | | | |
| Interest Income | \$450 | \$188 | \$1,767 | \$1,579 |
| TOTAL REVENUES | \$450 | \$188 | \$1,767 | \$1,579 |
| <u>EXPENDITURES:</u> | | | | |
| Capital Outlay | \$0 | \$0 | \$850 | (\$850) |
| TOTAL EXPENDITURES | \$0 | \$0 | \$850 | (\$850) |
| EXCESS REVENUES/ (EXPENDITURES) | \$450 | | \$917 | |
| FUND BALANCE - BEGINNING | \$127,653 | | \$128,072 | |
| FUND BALANCE - ENDING | \$128,103 | | \$128,988 | |

HERITAGE PARK
Community Development District

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
|---------------------------------------|-------------------|-----------------|-----------------|------------------|-----------------|------------|------------|------------|------------|------------|------------|------------|------------------|
| <u>Revenues:</u> | | | | | | | | | | | | | |
| Tax Roll Assessments | \$0 | \$21,817 | \$58,801 | \$137,332 | \$27,550 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$245,501 |
| Interest Income | \$107 | \$106 | \$105 | \$195 | \$296 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$809 |
| Total Revenues | \$107 | \$21,923 | \$58,907 | \$137,528 | \$27,846 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$246,310 |
| <u>Expenditures</u> | | | | | | | | | | | | | |
| <u>Administrative</u> | | | | | | | | | | | | | |
| Supervisors Fees | \$0 | \$800 | \$0 | \$800 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,600 |
| FICA Expense | \$0 | \$61 | \$0 | \$61 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$122 |
| Engineer | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Arbitrage Rebate | \$0 | \$0 | \$0 | \$0 | \$450 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$450 |
| Dissemination Agreement | \$83 | \$83 | \$83 | \$83 | \$83 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$417 |
| District Counsel | \$134 | \$528 | \$44 | \$1,681 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,386 |
| Financial Advisory Services | \$7,500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,500 |
| Auditing Services | \$0 | \$0 | \$2,475 | \$525 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,000 |
| Trustee Fees | \$0 | \$0 | \$0 | \$4,445 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,445 |
| Management Fees | \$4,606 | \$4,606 | \$4,606 | \$4,606 | \$4,606 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$23,028 |
| Information Technology | \$150 | \$150 | \$150 | \$150 | \$150 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$750 |
| Website Maintenance | \$100 | \$100 | \$100 | \$100 | \$100 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$500 |
| Telephone | \$0 | \$0 | \$0 | \$13 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$13 |
| Postage | \$76 | \$0 | \$136 | \$3 | \$3 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$219 |
| Printing and Binding | \$27 | \$1 | \$47 | \$3 | \$98 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$176 |
| Insurance | \$7,670 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,670 |
| Legal Advertising | \$69 | \$65 | \$0 | \$65 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$200 |
| Other Current Charges | \$52 | \$56 | \$42 | \$151 | \$57 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$359 |
| Office Supplies | \$13 | \$0 | \$10 | \$0 | \$10 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$33 |
| Dues, Licenses, Subscriptions | \$175 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$175 |
| Total Administrative | \$20,655 | \$6,450 | \$7,693 | \$12,688 | \$5,558 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$53,043 |
| <u>Maintenance:</u> | | | | | | | | | | | | | |
| Field Operations | \$928 | \$928 | \$928 | \$928 | \$928 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,642 |
| Property Insurance | \$735 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$735 |
| Landscape Maintenance | \$3,061 | \$3,061 | \$3,153 | \$3,153 | \$3,153 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$15,583 |
| Landscape Contingency | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Irrigation Repairs | \$0 | \$0 | \$0 | \$1,200 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,200 |
| Lake Maintenance | \$1,945 | \$1,945 | \$1,945 | \$1,945 | \$1,945 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,725 |
| Lake Contingency | \$948 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$948 |
| Utility Service | \$1,448 | \$1,549 | \$1,593 | \$1,740 | \$1,633 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,962 |
| Street Lights | \$3,349 | \$3,210 | \$3,210 | \$3,868 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$13,636 |
| Common Area Maintenance | \$405 | \$527 | \$924 | \$387 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,243 |
| 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 | \$12,819 | \$11,220 | \$11,753 | \$13,222 | \$7,659 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$56,674 |
| Total Expenditures | \$33,474 | \$17,670 | \$19,446 | \$25,909 | \$13,217 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$109,717 |
| Excess Revenues/(Expenditures) | (\$33,367) | \$4,253 | \$39,460 | \$111,619 | \$14,629 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$136,594 |

Heritage Park
Community Development District
LONG TERM DEBT REPORT

| SERIES 2013, SPECIAL ASSESSMENT REFUNDING BONDS | | |
|---|----------------------------|--------------------|
| MATURITY DATE: | 5/1/2035 | |
| RESERVE FUND DEFINITION | 50% OF MAXIMUM ANNUAL DEBT | |
| RESERVE FUND REQUIREMENT | \$191,294 | |
| RESERVE FUND BALANCE | \$192,427 | |
| 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 |

B.

7

C.

Heritage Park Community Development District

Summary of Invoices

January 11, 2023 to March 9, 2023

| Fund | Date | Check No.'s | Amount |
|--------------|----------------------|-------------|---------------------------|
| General Fund | 1/17/23 | 3116 | \$ 923.62 |
| | 1/24/23 | 3117-3118 | \$ 3,393.33 |
| | 1/25/23 | 3119-3122 | \$ 617.45 |
| | 2/8/23 | 3123-3126 | \$ 7,633.60 |
| | 2/14/23 | 3127-3129 | \$ 6,493.77 |
| | 2/21/23 | 3130 | \$ 3,153.33 |
| | 2/28/23 | 3131-3132 | \$ 1,827.68 |
| | 3/7/23 | 3133-3134 | \$ 6,293.95 |
| | | | <hr/> \$ 30,336.73 |
| Payroll | <u>January 2023</u> | | |
| | Joanne B. Wharton | 50453 | \$ 184.70 |
| | Mark J. Masley | 50454 | \$ 184.70 |
| | Robert L. Curran Jr. | 50455 | \$ 184.70 |
| | Thomas V. Ferry | 50456 | \$ 184.70 |
| | Louis Pingotti | 50457 | \$ 184.70 |
| | | | <hr/> \$ 923.50 |
| | | | <hr/> \$ 31,260.23 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|-------------|--------|----------|-----------------------------|
| 2/08/23 | 00038 | 1/25/23 6809524 | 202301 310-51300-32300 | | * | 4,445.10 | |
| | | FY23 TRUST.FEE SER.2013 | | | | | |
| | | | US BANK | | | | 4,445.10 003126 |
| 2/14/23 | 00053 | 2/10/23 4770-02- | 202302 310-51300-31200 | | * | 450.00 | |
| | | ARBITRAGE-SER.2013-FY23 | | | | | |
| | | | AMERICAN MUNICIPAL TAX-EXEMPT | | | | 450.00 003127 |
| 2/14/23 | 00075 | 1/11/23 5260426 | 202301 310-51300-48000 | | * | 65.28 | |
| | | NOT.OF MEETING 01/19/23 | | | | | |
| | | | CA FLORIDA HOLDINGS LLC | | | | 65.28 003128 |
| 2/14/23 | 00002 | 2/01/23 533 | 202302 310-51300-34000 | | * | 4,605.58 | |
| | | MANAGEMENT FEES FEB23 | | | | | |
| | | 2/01/23 533 | 202302 310-51300-49200 | | * | 100.00 | |
| | | WEBSITE ADMIN FEB23 | | | | | |
| | | 2/01/23 533 | 202302 310-51300-35100 | | * | 150.00 | |
| | | INFORMATION TECH FEB23 | | | | | |
| | | 2/01/23 533 | 202302 310-51300-31300 | | * | 83.33 | |
| | | DISSEMINATION FEE FEB23 | | | | | |
| | | 2/01/23 533 | 202302 310-51300-51000 | | * | 10.15 | |
| | | OFFICE SUPPLIES | | | | | |
| | | 2/01/23 533 | 202302 310-51300-42000 | | * | 2.85 | |
| | | POSTAGE | | | | | |
| | | 2/01/23 533 | 202302 310-51300-42500 | | * | 98.25 | |
| | | COPIES | | | | | |
| | | 2/01/23 534 | 202302 320-53800-12000 | | * | 928.33 | |
| | | CONTRACT ADMIN FEB23 | | | | | |
| | | | GOVERNMENTAL MANAGEMENT SERVICES | | | | 5,978.49 003129 |
| 2/21/23 | 00043 | 2/01/23 STAUG 48 | 202302 320-53800-46200 | | * | 3,153.33 | |
| | | LANDSCAPE MAINT FEB23 | | | | | |
| | | | YELLOWSTONE LANDSCAPE | | | | 3,153.33 003130 |
| 2/28/23 | 00002 | 2/20/23 537 | 202301 320-53800-46400 | | * | 146.68 | |
| | | RMV DEBRIS-LAKE/EDGE/STRU | | | | | |
| | | | GOVERNMENTAL MANAGEMENT SERVICES | | | | 146.68 003131 |
| 2/28/23 | 00073 | 2/25/23 3182972 | 202301 310-51300-31500 | | * | 1,681.00 | |
| | | MTG/LEGISLATION/LDSCP AGR | | | | | |
| | | | KUTAK ROCK LLP | | | | 1,681.00 003132 |
| 3/07/23 | 00002 | 3/01/23 535 | 202303 310-51300-34000 | | * | 4,605.58 | |
| | | MANAGEMENT FEES MAR23 | | | | | |
| | | 3/01/23 535 | 202303 310-51300-49200 | | * | 100.00 | |
| | | WEBSITE ADMIN MAR23 | | | | | |

HERT HERITAGE PARK TVISCARRA

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|----------------------------------|---------|-----------------------------------|--|-------------|--------|-----------|----------------------------|
| | | 3/01/23 535 | 202303 310-51300-35100 | | * | 150.00 | |
| | | | INFORMATION TECH MAR23 | | | | |
| | | 3/01/23 535 | 202303 310-51300-31300 | | * | 83.33 | |
| | | | DISSEMINATION FEE MAR23 | | | | |
| | | 3/01/23 535 | 202303 310-51300-42000 | | * | 102.70 | |
| | | | POSTAGE | | | | |
| | | 3/01/23 535 | 202303 310-51300-42500 | | * | 7.95 | |
| | | | COPIES | | | | |
| | | 3/01/23 535 | 202303 310-51300-41000 | | * | 16.06 | |
| | | | TELEPHONE | | | | |
| | | 3/01/23 536 | 202303 320-53800-12000 | | * | 928.33 | |
| | | | CONTRACT ADMIN MAR23 | | | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | 5,993.95 | 003133 |
| 3/07/23 00003 | 1/03/23 | 23405B | 202303 310-51300-32200 | | * | 300.00 | |
| | | | FY22 AUDIT FEE-FINAL BILL | | | | |
| GRAU AND ASSOCIATES | | | | | | 300.00 | 003134 |
| TOTAL FOR BANK A | | | | | | 30,336.73 | |
| TOTAL FOR REGISTER | | | | | | 30,336.73 | |

HERT HERITAGE PARK TVISCARRA

1001 Bradford Way
Kingston, TN 37763

Invoice #: 532
Invoice Date: 1/12/23
Due Date: 1/12/23
Case:
P.O. Number:

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

JAN 17 2023

BY:

| Description | Hours/Qty | Rate | Amount |
|---|-----------|--------|----------|
| Facility Maintenance December 1 - December 31, 2022 | | 529.61 | 529.61 |
| Maintenance Supplies | | 394.01 | 394.01 |
| #2 Common Area Maintenance - \$923.62 001.320.53800.46400 Chris Hall | | | |
| Jerry Lambert 1-17-23 | | | |
| Total | | | \$923.62 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$923.62 |

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF DECEMBER 2022

| Date | <u>Hours</u> | <u>Employee</u> | <u>Description</u> |
|----------|--------------|-----------------|---|
| 12/13/22 | 6 | P.S. | Installed four no fishing signs, reset fountain |
| 12/14/22 | 3 | K.B. | Removed debris from lake banks, waters edge and outfall structures |
| 12/15/22 | 3 | K.B. | Removed debris from lake banks, waters edge and outfall structures |
| 12/29/22 | 2 | P.S. | Pulled no fishing sign out of lake and reinstalled it in a different location |

| | |
|--------------|-----------|
| TOTAL | <u>14</u> |
|--------------|-----------|

| | |
|--------------|-----------|
| MILES | <u>89</u> |
|--------------|-----------|

*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

Period Ending 1/05/23

| DISTRICT | DATE | SUPPLIES | PRICE | EMPLOYEE |
|---------------|----------|----------------------|----------|----------|
| HP | | | | |
| HERITAGE PARK | | | | |
| | 11/29/22 | No Fishing Signs (5) | 342.38 | C.H. |
| | 12/13/22 | 4x4-6' PT (5) | 51.64 | P.S. |
| | | TOTAL | \$394.01 | |

INVOICE

Alfred W. Grover, Electrical Contractor

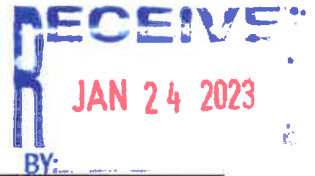
1304 Padola Road
St Augustine, FL 32092
FL License: EC 13010167

DATE: 1/19/2023
INVOICE # 11923

Bill To:

Heritage Park CDD
1408 Hamlin Ave, Unit E
St Cloud, FL 34771

#77
320-578-464



Job Location: Heritage Park, 1007 Arbor Trails Court

| DESCRIPTION OF WORK | AMOUNT |
|---|------------------|
| Service call: | |
| 1) Properly wired 2 existing outdoor receptacles for fountain pump controls | |
| Labor: 1 electrician 3 hrs at \$80 per hour | 240.00 |
| Worked ordered by Chris Hall | |
| TOTAL | \$ 240.00 |

Please make check payable to: Alfred W. Grover

THANK YOU FOR YOUR BUSINESS!



INVOICE

| INVOICE # | INVOICE DATE |
|--------------|--------------|
| STAUG 473061 | 1/1/2023 |
| TERMS | PO NUMBER |
| Net 30 | |

Bill To:

Heritage Park CDD
c/o Riverside Management Services
9655 Florida Mining Blvd.
Building 300, Suite 305
Jacksonville, FL 32257

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

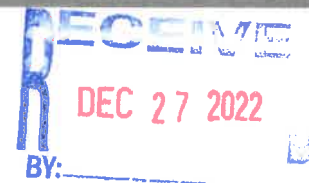
Property Name: Heritage Park CDD

Invoice Due Date: January 31, 2023

Invoice Amount: \$3,153.33

| Description | Current Amount |
|---|----------------|
| Monthly Landscape Maintenance <u>January 2023</u> | \$3,153.33 |

#43
320-578-462



Invoice Total **\$3,153.33**

Excellence
IN COMMERCIAL LANDSCAPING

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



Email: orders@crownjacksonville.com
 Phone: 904-260-4871
 11792 San Jose Blvd
 Jacksonville, FL 32223

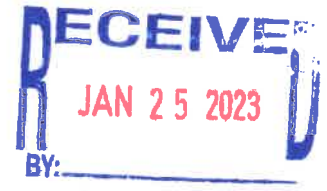
INVOICE

| Invoice No. |
|-------------|
| 55955 |
| Date |
| 1/24/2023 |

| Business Name |
|---|
| GMS |
| Bill TO |
| GMS Sarah Sweeting 940-5850 x 402 |

| Ship TO |
|---|
| Heritage Park Community Development Distr Sarah Sweeting 475 West Town Place Suite 114 St. Augustine, FL 32092 |

#65
 310.517.441



| P.O. NO. | Terms | Payment Due Date | Order Complete |
|----------|-------|------------------|----------------|
| | | 1/31/2023 | |

| Quantity | Item | Description | Rate | Amount | Tax |
|----------|---------------------------------|--|------|--------|-----|
| 1.00 | RW600 | 8" x 10" Rosewood Piano Finish Plaque with Metal Frame ENGR: *Repeat Design Setup - See attached template. ENG: Mark Masley - Heritage Park | 75 | 75.00 | Non |
| 1.00 | Engraving-Plq/Acryli c/Glass | Engraving Charge on Plaques | 10% | 7.50 | Non |
| 1.00 | SHIPPING OUTBOUND | SHIP TO: Attn: Sarah Sweeting Governmental Management Services Deer Run Community Development District 475 West Town Place, Suite 114 St. Augustine, FL 32092 | 9.95 | 9.95 | Non |
| 1.00 | Proof | Proof Design Emailed for Approval to: ssweeting@gmsnf.com | 0 | 0.00 | Non |

| | |
|---------------------|-------|
| Sub Total | 92.45 |
| Sales Tax 7.5% 2021 | 0.00 |
| Total | 92.45 |
| Payment Applied | 0.00 |
| Balance Due | 92.45 |

Memo: 8x10 Plaque_Heritage Park Community
 Development_Sweeting

Grau and Associates

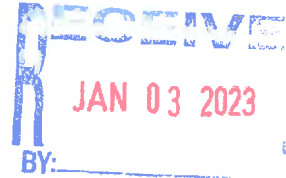
951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Heritage Park Community Development District
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Invoice No. 23405
Date 01/03/2023



SERVICE

AMOUNT

Audit FYE 09/30/2022

\$ 3,300.00

Current Amount Due

\$ 3,300.00 (\$2475.00)

#7
01/17/22

\$525.00

| 0 - 30 | 31 - 60 | 61 - 90 | 91 - 120 | Over 120 | Balance |
|----------|---------|---------|----------|----------|----------|
| 3,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,300.00 |

Payment due upon receipt.

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: 76830

Invoice Date: Jan 31, 2023

Page: 1

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 | | 3/2/23 |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------|----------------------|--|------------|-----------------|
| 1.00 | Aquatic Weed Control | Aquatic Weed Control services in Heritage Park for the month of <u>January 2023</u> #42 220.58.463 | 1,945.00 | 1,945.00 |
| Subtotal | | | | 1,945.00 |
| Sales Tax | | | | |
| Freight | | | | |
| Total Invoice Amount | | | | 1,945.00 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 1,945.00 |

Check/Credit Memo No:

Overdue invoices are subject to finance charges.

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 31, 2023

#73
210-112-25

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

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #

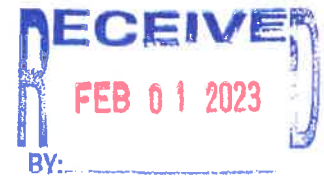
First National Bank of Omaha

Kutak Rock LLP

A/C #

Reference: Invoice No. 3170763

Client Matter No. 10423-1



Invoice No. 3170763
10423-1

Re: Heritage Park CDD - General Representation

For Professional Legal Services Rendered

| | | | | |
|----------|-----------|------|-------|---------------------------------------|
| 12/07/22 | J. Gillis | 0.30 | 43.50 | Coordinate response to auditor letter |
|----------|-----------|------|-------|---------------------------------------|

| | |
|-------------|------|
| TOTAL HOURS | 0.30 |
|-------------|------|

| | |
|-----------------------------|---------|
| TOTAL FOR SERVICES RENDERED | \$43.50 |
|-----------------------------|---------|

| | |
|--------------------------|----------------|
| TOTAL CURRENT AMOUNT DUE | <u>\$43.50</u> |
|--------------------------|----------------|

My Clean Roof

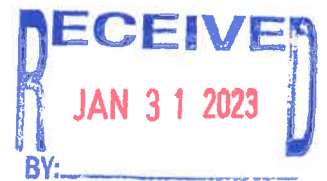
#79

Approved – Chris Hall
Common Area Maintenance
001.320.53800.46400

INVOICE

Date: 1/25/23
INVOICE #170

To Heritage Park CDD
475 West Town Place



| Date completed | Job | Payment Terms | Due Date |
|----------------|-------------|---------------|----------|
| | Vinyl Fence | | |

| | | | |
|--|--|-------|-----------|
| | 1) Pressure washed both sides of vinyl fence | | \$1200.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Total | \$1200.00 |

Make all checks payable to My Clean Roof
Thank you for your business!

My Clean Roof 4771 Harpers Ferry Lane Jax FL 32257 Phone: 904-210-6342 James@mycleanroof.us

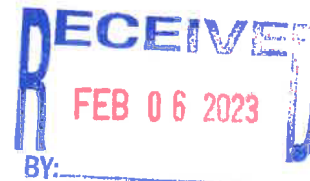


Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 6809524
Account Number: 207421000
Invoice Date: 01/25/2023
Direct Inquiries To: SCOTT SCHUHLE
Phone: 954-938-2476

HERITAGE PARK CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
1408 HAMLIN AVENUE UNIT E
ST.CLOUD FL 34771

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2013



The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$4,445.10

All invoices are due upon receipt.

#38
5423 Trust Fee Ser. 2013
218-17-223

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

HERITAGE PARK COMMUNITY DEVELOPMENT
DISTRICT
(ST. JOHNS COUNTY, FLORIDA)
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES
2013

Invoice Number: 6809524
Account Number: 207421000
Current Due: \$4,445.10

Direct Inquiries To: SCOTT SCHUHLE
Phone: 954-938-2476

Wire Instructions:

U.S. Bank
ABA # [REDACTED]
Acct # [REDACTED]
Trust Acct # 207421000
Invoice # 6809524
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690





Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

HERITAGE PARK COMMUNITY DEVELOPMENT
DISTRICT
(ST. JOHNS COUNTY, FLORIDA)
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES
2013

Invoice Number: 6809524
Invoice Date: 01/25/2023
Account Number: 207421000
Direct Inquiries To: SCOTT SCHUHLE
Phone: 954-938-2476

Accounts Included 207421000 207421001 207421003 207421005 207421006 207421007
In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

| Detail of Current Charges | Volume | Rate | Portion of Year | Total Fees |
|--|----------|----------|-----------------|-------------------|
| 04280 Administration | 1.00 | 4,125.00 | 100.00% | \$4,125.00 |
| Subtotal Administration Fees - In Advance 01/01/2023 - 12/31/2023 | | | | \$4,125.00 |
| Incidental Expenses 01/01/2023 to 12/31/2023 | 4,125.00 | 0.0776 | | \$320.10 |
| Subtotal Incidental Expenses | | | | \$320.10 |
| TOTAL AMOUNT DUE | | | | \$4,445.10 |





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

Client: Heritage Park Community Development District
c/o Ms. Teresa Viscarra
Government Management Services – CF, LLC
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

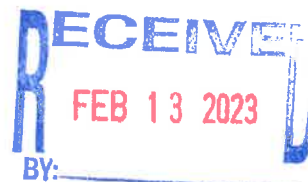
Invoice No. 4770-02-23

Date: February 10, 2023

For Professional Services:

| Issue | Service | Fee |
|--|-------------------------|-------|
| \$5,095,000 Heritage Park Community Development District, (St. Johns County, Florida), Special Assessment Refunding Bonds, Series 2013 | Rebate Report & Opinion | \$450 |
| Total | | \$450 |

#53
Arbitrage - Ser. 2013 - 5y23
210-513-312



PLEASE UPDATE YOUR RECORDS TO REFLECT OUR NEW BANK ACCOUNT NUMBER.

Please remit the total due to AMTEC (Tax ID: 06-1308917):

ACH/Wiring Instructions : Webster Bank
ABA Routing Number :
AMTEC Account Number :

Please notify AMTEC at info@amteccorp.com upon completing the transaction.

LOCALiQ

FLORIDA

ACCOUNT NAME
Heritage Park Comm DevelopmentACCOUNT #
764135PAGE #
1 of 1

INVOICE #

0005260426

BILLING PERIOD

Jan 1- Jan 31, 2023

PAYMENT DUE DATE

February 20, 2023

PREPAY
(Memo Info)

\$0.00

UNAPPLIED
(Included in amt due)

\$0.00

TOTAL AMOUNT DUE

\$65.28

BILLING ACCOUNT NAME AND ADDRESS

Heritage Park Comm Development
475 W. Town Pl. Ste. 114
Saint Augustine, FL 32092-3649



BILLING INQUIRIES/ADDRESS CHANGES

1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID

47-2390983

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

00007641350000000000000052604260000652867171

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number:

MOR_15856

| Date | Description | Amount |
|--------|-----------------|--------|
| 1/1/23 | Balance Forward | \$0.00 |

Package Advertising:

| Start-End Date | Order Number | Description | PO Number | Package Cost |
|----------------|--------------|-------------|-------------|--------------|
| 1/11/23 | 8296409 | 1.19.23 Mtg | 1.19.23 Mtg | \$65.28 |

#75
310-517-48

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

FLORIDA

ACCOUNT NAME

Heritage Park Comm Development

PAYMENT DUE DATE

February 20, 2023

AMOUNT PAID

ACCOUNT NUMBER

764135

INVOICE NUMBER

0005260426

| CURRENT DUE | 30 DAYS PAST DUE | 60 DAYS PAST DUE | 90 DAYS PAST DUE | 120+ DAYS PAST DUE | UNAPPLIED PAYMENTS | TOTAL AMOUNT DUE |
|-------------|------------------|------------------|------------------|--------------------|--------------------|------------------|
| \$65.28 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$65.28 |

REMITTANCE ADDRESS (Include Account# & Invoice# on check)

CA Florida Holdings, LLC
PO Box 631244
Cincinnati, OH 45263-1244

TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:

☐ VISA☐ MASTERCARD☐ DISCOVER☐ AMEX

Card Number

Exp Date

/

/

CVV Code

Signature

Date

00007641350000000000000052604260000652867171

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Heritage Park Comm Development
Heritage Park Comm Development
475 W Town Place, Ste 114

Saint Augustine FL 32092

STATE OF FLORIDA, COUNTY OF ST JOHNS

The St Augustine Record, a daily newspaper published in St Johns County, Florida; and of general circulation in St Johns County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

01/11/2023

and that the fees charged are legal,
Sworn to and subscribed before on 01/11/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$65.28

Order No: 8296409

Customer No: 764135

PO #: 1.19.23 Mtg

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NOTICE OF MEETING HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors (the "Board") of the Heritage Park Community Development District is scheduled to be held on Thursday, January 19, 2023 at 1:00 p.m. at the Heritage Park Amenity Center, located at 225 Hefferon Drive, St. Augustine, Florida 32084. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-5850). This meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Each person who decides to appeal any action taken at these meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver
District Manager

NICOLE JACOBS
Notary Public
State of Wisconsin

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 533

Invoice Date: 2/1/23

Due Date: 2/1/23

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 - February 2023 | 310-17.34 | | 4,605.58 | 4,605.58 |
| Website Administration - February 2023 | 462 | | 100.00 | 100.00 |
| Information Technology - February 2023 | 381 | | 150.00 | 150.00 |
| Dissemination Agent Services - February 2023 | 213 | | 83.33 | 83.33 |
| Office Supplies | 51 | | 10.15 | 10.15 |
| Postage | 42 | | 2.85 | 2.85 |
| Copies | 425 | | 98.25 | 98.25 |

Total \$5,050.16

Payments/Credits \$0.00

Balance Due \$5,050.16

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 534

Invoice Date: 2/1/23

Due Date: 2/1/23

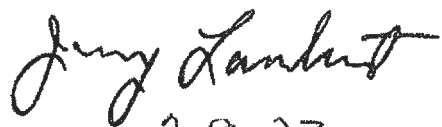
Case:

P.O. Number:

Bill To:

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



| Description | #2 | Hours/Qty | Rate | Amount |
|---|-------------|-----------|--------|--------|
| Contract Administration - February 2023 | 320 \$98.12 | | 928.33 | 928.33 |
|  2-8-23 | | | | |

| | |
|--------------|-----------------|
| Total | \$928.33 |
|--------------|-----------------|

| | |
|-------------------------|---------------|
| Payments/Credits | \$0.00 |
|-------------------------|---------------|

| | |
|--------------------|-----------------|
| Balance Due | \$928.33 |
|--------------------|-----------------|



INVOICE

| INVOICE # | INVOICE DATE |
|--------------|--------------|
| STAUG 483265 | 2/1/2023 |
| TERMS | PO NUMBER |
| Net 30 | |

Bill To:

Heritage Park CDD
c/o Riverside Management Services
9655 Florida Mining Blvd.
Building 300, Suite 305
Jacksonville, FL 32257

Property Name: Heritage Park CDD

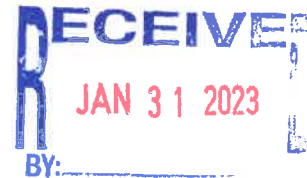
Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 3, 2023

Invoice Amount: \$3,153.33

| Description | Current Amount |
|---|----------------|
| Monthly Landscape Maintenance February 2023 | \$3,153.33 |



Invoice Total **\$3,153.33**

Excellence
IN COMMERCIAL LANDSCAPING

#43

Approved - Chris Hall
Landscape Maintenance
001.320.53800.46200

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

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

1001 Bradford Way
Kingston, TN 37763

Invoice #: 537
Invoice Date: 2/20/23
Due Date: 2/20/23
Case:
P.O. Number:

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



| | |
|-------------------------|-----------------|
| Total | \$146.68 |
| Payments/Credits | \$0.00 |
| Balance Due | \$146.68 |

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF JANUARY 2023

| Date | <u>Hours</u> | <u>Employee</u> | <u>Description</u> |
|------|--------------|-----------------|--------------------|
|------|--------------|-----------------|--------------------|

| | | | |
|--------|---|------|--|
| 1/5/23 | 4 | K.B. | Removed debris from lake banks, waters edge and outfall structures |
|--------|---|------|--|

| | | | |
|--------------|----------|--|--|
| TOTAL | <u>4</u> | | |
|--------------|----------|--|--|

| | | | |
|--------------|-----------|--|--|
| MILES | <u>15</u> | | |
|--------------|-----------|--|--|

*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 25, 2023

#73
210-113-715

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

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #

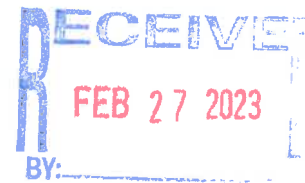
First National Bank of Omaha

Kutak Rock LLP

A/C #

Reference: Invoice No. 3182972

Client Matter No. 10423-1



Invoice No. 3182972

10423-1

Re: Heritage Park CDD - General Representation

For Professional Legal Services Rendered

| | | | | |
|----------|--------------|------|--------|---|
| 01/03/23 | W. Haber | 0.30 | 105.00 | Begin review of audit |
| 01/06/23 | W. Haber | 0.50 | 175.00 | Review agenda for January meeting; confer with MBS representative regarding refunding options |
| 01/07/23 | K. Magee | 0.30 | 79.50 | Prepare memorandum regarding statutory notice requirements |
| 01/07/23 | L. Whelan | 0.50 | 192.50 | Monitor 2023 legislative session for legislation pertaining to or affecting District |
| 01/10/23 | J. Gillis | 0.30 | 43.50 | Coordinate response to auditor letter update |
| 01/10/23 | W. Haber | 0.30 | 105.00 | Review response to audit request |
| 01/12/23 | W. Haber | 0.20 | 70.00 | Review correspondence regarding Yellowstone agreement |
| 01/19/23 | J. Brown | 1.30 | 474.50 | Prepare for, attend, and follow up from Board meeting |
| 01/20/23 | W. Haber | 0.30 | 105.00 | Begin preparation of agreement with Yellowstone |
| 01/23/23 | K. Jusevitch | 0.30 | 43.50 | Research and correspond with |

KUTAK ROCK LLP

Heritage Park CDD

February 25, 2023

Client Matter No. 10423-1

Invoice No. 3182972

Page 2

| | | | | |
|----------|--------------|------|--------|--|
| 01/26/23 | W. Haber | 0.20 | 70.00 | district manager regarding landscaping agreement |
| 01/26/23 | K. Jusevitch | 0.20 | 29.00 | Confer with Jusevitch regarding landscape maintenance agreement |
| 01/31/23 | K. Jusevitch | 1.30 | 188.50 | Confer with Haber regarding landscaping agreement |
| | | | | Prepare landscaping agreement and confer with Haber |

TOTAL HOURS 6.00

TOTAL FOR SERVICES RENDERED \$1,681.00

TOTAL CURRENT AMOUNT DUE \$1,681.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 535**Invoice Date:** 3/1/23**Due Date:** 3/1/23**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 - March 2023 | 310.5134 | | 4,605.58 | 4,605.58 |
| Website Administration - March 2023 | 492 | | 100.00 | 100.00 |
| Information Technology - March 2023 | 351 | | 150.00 | 150.00 |
| Dissemination Agent Services - March 2023 | 317 | | 83.33 | 83.33 |
| Postage | 42 | | 102.70 | 102.70 |
| Copies | 425 | | 7.95 | 7.95 |
| Telephone | 41 | | 16.06 | 16.06 |

Total \$5,065.62**Payments/Credits** \$0.00**Balance Due** \$5,065.62

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 536

Invoice Date: 3/1/23

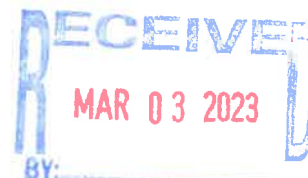
Due Date: 3/1/23

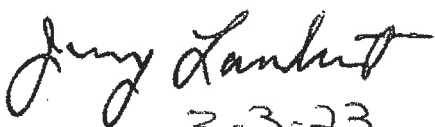
Case:

P.O. Number:

Bill To:

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



| Description #2 | | Hours/Qty | Rate | Amount |
|---|------------|-----------|--------|--------|
| Contract Administration - March 2023 | 920.338.12 | | 928.33 | 928.33 |
|  3-3-23 | | | | |

Total \$928.33

Payments/Credits \$0.00

Balance Due \$928.33

Grau and Associates

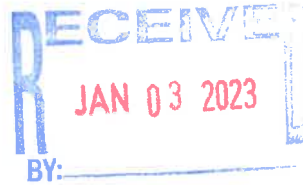
951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Heritage Park Community Development District
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Invoice No. 23405
Date 01/03/2023



SERVICE

AMOUNT

Audit FYE 09/30/2022

\$ 3,300.00

Current Amount Due

\$ 3,300.00

(2,000.00)

#3
Fy 22 Audit Fee - Final Bill
310.03.222

\$ 300.00

| | | | | | |
|----------|---------|---------|----------|----------|----------|
| 0 - 30 | 31 - 60 | 61 - 90 | 91 - 120 | Over 120 | Balance |
| 3,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,300.00 |

Payment due upon receipt.