

HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT
AGENDA PACKAGE
NOVEMBER 18, 2021

Heritage Oak Park Community Development District
Inframark, Infrastructure Management Services
210 N. University Drive, #702, Coral Springs, FL 33071
Tel: 954-603-0033

November 11, 2021

Board of Supervisors
Heritage Oak Park Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Heritage Oak Park Community Development District will be held Thursday, November 18, 2021 at 10:00 a.m., at 19520 Heritage Oak Boulevard, Port Charlotte FL 33948. Following is the advanced agendas:

Regular Meeting Agenda

Thursday, November 18, 2021 – 10:00 a.m.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Audience Comments on Agenda Items
4. Comments from the Chairman
5. Approval of Consent Agenda
 - A. Approval of the Minutes of the October 21, 2021 Meeting
 - B. Financials and Check Register for October 2021
 - C. Audit Engagement Letter with Grau & Associates – For signature
6. New Business
 - A. Engineering Services
 - B. Replace possible motor for 30 hp VFD
 - C. Maintenance Position Salary Increase
7. Old Business
 - A. CDD/HOA Local Agreement
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - i. Responses for Professional Engineering Services
9. On-Site Administration Report – Project Updates
10. Supervisor Requests
11. Audience Comments
12. Adjournment

Next meeting December 16, 2021.

Any supporting material for the items listed above and not enclosed will be distributed at the meeting. I look forward to seeing you and, in the meantime, if you have any questions please contact me.

Sincerely,
Bob Koncar
District Manager

Fifth Order of Business

5A

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

The audit committee and regular meeting of the Board of Supervisors of the Heritage Oak Park Community Development District was held on Thursday, October 21, 2021 at 9:30 a.m. at the Heritage Oak Park Lodge, 19520 Heritage Oak Boulevard, Port Charlotte, Florida, Call-In Number 800-747-5150; Access Code 2836125.

Present and constituting a quorum were:

Paul Falduto, Jr.	Chairperson
Edward Carey	Vice Chairperson
Steve Horsman	Assistant Secretary
Brian Bitgood	Assistant Secretary
Kent Weeks	Assistant Secretary
 Bob Koncar	 District Manager, Inframark
Michelle Egan (via phone)	Project Manager, Inframark
Jackie Wells	Activities Coordinator, Inframark

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**
 ○ Mr. Falduto called the meeting to order and Mr. Koncar called the roll.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**
 ○ The Pledge of Allegiance was recited.
 ○ Mr. Falduto announced the Audit Committee Meeting

Audit Committee Workshop

1. Roll Call
All committee members were present.
2. Ranking of Audit Firm Proposals
Committee members reviewed the proposals, filled out their ranking sheet and submitted them to the District Manager for tallying purposes. The firm that received the highest score will be announced during the regular meeting which follows this workshop meeting.
3. Adjournment

On MOTION by Mr. Horsman seconded by Mr. Bitgood with all in favor the audit committee workshop was adjourned.5-0

Regular Meeting

The regular meeting of the Board of Supervisors of the Heritage Oak Park Community Development District was held on Thursday, October 21, 2021 at 10:00 a.m. at the Heritage Oak Park Lodge, 19520 Heritage Oak Boulevard, Port Charlotte, Florida, Call-In Number 800-747-5150; Access Code 2836125.

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The following is a summary of the minutes and actions taken.

THIRD ORDER OF BUSINESS**Audience Comments on Agenda Items**

- There being no audience comments, the next item followed.

FOURTH ORDER OF BUSINESS**Comments from the Chairman**

Mr. Falduto made the following comments.

- The County Board Chairman's office has advised us that our crosswalk matter has been forwarded to the County Traffic Engineer and he will be contacting us to follow up and start working on plans.
- The County received two phone calls from residents in the Park complaining that our pool was unsanitary and an inspector was called and his inspection found the pool was fine. Another call to the County was to the building inspector who was told we changed the shape of our pool and upon inspection, it was determined the pool shape plans were not changed.

FIFTH ORDER OF BUSINESS**Approval of Consent Agenda**

- A. **Approval of the Minutes of the September 16, 2021 Meeting**
- B. **Financial Statements and Check Register for September 2021**
- C. **Motion to Assign Reserves**

On MOTION by Mr. Bitgood seconded by Mr. Horseman with all in favor the Consent Agenda was approved. 5-0

Regarding the financials, Mr. Koncar pointed out that the District ended the fiscal year by underspending the budget by \$199,000, which has been added to the fund balance.

SIXTH ORDER OF BUSINESS

New Business

A. Engineering Services

- Mr. Koncar stated we have advertised for district engineering services but have not received any responses yet. We are sending out the SOQ's to different firms and hope to have responses back for the next meeting.

B. Fitness Key Deposits

- Ms. Egan noted the money that was left over from 2017 we put into our general fund.

C. Street Lights (Michelle Egan)

- The proposal from Electrical Solutions included in today's agenda package was referenced and briefly discussed.

On MOTION by Mr. Horsman seconded by Mr. Carey, with all in favor, the proposal from Electrical Solutions of SW Florida, Inc. for purchasing and updating the street light heads in the amount of \$22,861 was accepted. 5-0.

SEVENTH ORDER OF BUSINESS

Old Business

A. Golf Cart

- Mr. Falduto and Mr. Horsman found a 2017 club car for \$6,600 in good condition. The old cart was sold for \$3,600 and the \$3,000 additional was split between HOPCA and the CDD. We didn't overspend what we were authorized to spend and the new cart should be here as soon as we get the check to pay for it.

B. CDD/HOA Local Agreement

- The agreement to share the garage expired, the attorney was asked to provide a new agreement to replace the expired one to keep it valid past the six month period as it was working well. The document has not yet been provided to us.

The Chairman asked for a motion to temporarily extend the current six month agreement between HOPCA and the CDD to the next meeting date of November 18, 2021 in order to get the legal document from District Counsel.

On MOTION by Mr. Bitgood seconded by Mr. Carey with all in favor temporarily extending the current six month agreement between HOPCA and the CDD to share the garage was approved. 5-0.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Attorney

No report.

B. District Engineer

No report.

C. Manager

i. Authorization to Enter into a Three-Year Contract with the Selected Audit Firm

- Mr. Koncar stated during the audit workshop the Board ranked the three proposals received and Grau & Associates was ranked #1, Berger, Toombs, Gaines & Frank was ranked #2.

On MOTION by Mr. Horsman seconded by Mr. Weeks with all in favor the audit committee's ranking of proposals for auditing services was recognized and authorization for staff to enter into negotiations with Grau & Associates for auditing services for FY 2021 was approved. 5-0

ii. Discussion of Discoloration of Tiles in the Avon Feature Wall Fountain

No discussion

iii. RFQ for Professional Engineering Services (awaiting response)

- Engineering services responses will be included on the November agenda.
- It was noted the current District Engineer resigned, it was effective immediately and we are currently without a District Engineer.

NINTH ORDER OF BUSINESS

On-Site Administration Report – Project Updates

- The main line, the Winding Oak area is done, they are working on it at the moment but it has been running and they should be finishing up all of that by the end of this week.
- New gate boxes should be in by the second week of November. Asked for a video to put on the website for resident information. Code numbers will not be required, only last names.

- Options for the pergolas are being researched.
- Tree trimming – meeting with Randy to get pricing.
- Closing the entrance next Wednesday and Thursday resulting in opening the back gates. The pipe repairs to be done is a 48-hour process which will need to be done again in approximately three months to take out the old pipe and a blast email will be sent out.
- Pool issues; replacing the current pool technician is being looked into.
- Ms. Wells gave an update on activities for October.
- Mr. Weeks stated the Thanksgiving event will not happen as there are only 18 people who responded they are interested.

TENTH ORDER OF BUSINESS**Supervisor Requests**

- Mr. Horsman commented on Mainscape putting in the new irrigation system; more qualified/talented people are needed.
- Mr. Weeks commented on lawn damage done due to the mainline installation. He also inquired about how they checked the connections they made before they dragged the 6- inch monstrosity out of the ground all the way up to his house.
- Ms. Egan responded she will check this.

ELEVENTH ORDER OF BUSINESS**Audience Comments**

- Residents had questions regarding draining the pool, the mainline timeframe, the new gate keypad, and lack of audience attendance at the CDD meetings.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Horsman seconded by Mr. Bitgood with all in favor, the meeting was adjourned.

Secretary

Paul Falduto
Chairman

5B

HERITAGE OAK PARK
Community Development District

Financial Report

October 31, 2021

Prepared by



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HERITAGE OAK PARK
Community Development District

Financial Statements

(Unaudited)

October 31, 2021

Balance Sheet
October 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2020 DEBT SERVICE FUND	SERIES 2020 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 598,285	\$ -	\$ -	\$ 598,285
Cash On Hand/Petty Cash	200	-	-	200
Accounts Receivable - Other	1,742	-	-	1,742
Allow -Doubtful Accounts	(1,328)	-	-	(1,328)
Assessments Receivable	1,328	-	-	1,328
Due From Other Funds	-	2,799	-	2,799
Investments:				
Money Market Account	51,836	-	-	51,836
Construction Fund	-	-	979,951	979,951
Interest Account	-	22,339	-	22,339
Reserve Fund	-	19,789	-	19,789
Revenue Fund	-	153,241	-	153,241
Prepaid Items	1,673	-	-	1,673
Deposits	8,200	-	-	8,200
TOTAL ASSETS	\$ 661,936	\$ 198,168	\$ 979,951	\$ 1,840,055
<u>LIABILITIES</u>				
Accounts Payable	\$ 4,030	\$ -	\$ -	\$ 4,030
Sales Tax Payable	15	-	-	15
Due To Other Funds	2,799	-	-	2,799
TOTAL LIABILITIES	6,844	-	-	6,844
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	1,673	-	-	1,673
Deposits	8,200	-	-	8,200
Restricted for:				
Debt Service	-	198,168	-	198,168
Assigned to:				
Operating Reserves	238,242	-	-	238,242
Reserves - Arbor	2,500	-	-	2,500
Reserves -Roads & Streetlights	224,818	-	-	224,818
Reserves - Roof	110,000	-	-	110,000
Reserves - Swimming Pools	23,239	-	-	23,239
Unassigned:	46,420	-	-	46,420
TOTAL FUND BALANCES	\$ 655,092	\$ 198,168	\$ 979,951	\$ 1,833,211
TOTAL LIABILITIES & FUND BALANCES	\$ 661,936	\$ 198,168	\$ 979,951	\$ 1,840,055

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-21 BUDGET	OCT-21 ACTUAL
REVENUES							
Interest - Investments	\$ 5,000	\$ 417	\$ 9	\$ (408)	0.18%	\$ 417	\$ 9
Interlocal Agreement	3,000	750	750	-	25.00%	750	750
Room Rentals	500	-	-	-	0.00%	-	-
Recreational Activity Fees	53,200	4,433	3,620	(813)	6.80%	4,433	3,620
Special Assmnts- Tax Collector	973,783	-	-	-	0.00%	-	-
Special Assmnts- Discounts	(38,951)	-	-	-	0.00%	-	-
Other Miscellaneous Revenues	3,800	3,600	3,600	-	94.74%	3,600	3,600
Gate Bar Code/Remotes	1,000	180	169	(11)	16.90%	180	169
Access Cards	600	50	47	(3)	7.83%	50	47
TOTAL REVENUES	1,001,932	9,430	8,195	(1,235)	0.82%	9,430	8,195
EXPENDITURES							
Administration							
P/R-Board of Supervisors	12,000	1,000	1,000	-	8.33%	1,000	1,000
FICA Taxes	918	77	77	-	8.39%	77	77
ProfServ-Engineering	10,000	833	1,245	(412)	12.45%	833	1,245
ProfServ-Legal Services	6,000	-	-	-	0.00%	-	-
ProfServ-Mgmt Consulting	67,514	5,626	5,626	-	8.33%	5,626	5,626
ProfServ-Special Assessment	11,445	-	-	-	0.00%	-	-
ProfServ-Trustee Fees	-	-	3,704	(3,704)	0.00%	-	3,704
Auditing Services	5,750	-	-	-	0.00%	-	-
Communication/Freight - Gen'l	1,500	125	77	48	5.13%	125	77
Insurance - General Liability	9,265	9,265	7,123	2,142	76.88%	9,265	7,123
R&M-ADA Compliance	1,553	-	-	-	0.00%	-	-
Legal Advertising	1,100	293	293	-	26.64%	293	293
Miscellaneous Services	3,000	250	7	243	0.23%	250	7
Misc-Bank Charges	2,400	-	-	-	0.00%	-	-
Misc-Assessment Collection Cost	19,476	-	-	-	0.00%	-	-
Office Supplies	360	30	15	15	4.17%	30	15
Annual District Filing Fee	175	-	-	-	0.00%	-	-
Total Administration	152,456	17,499	19,167	(1,668)	12.57%	17,499	19,167
Other Public Safety							
R&M-Gate	3,500	-	-	-	0.00%	-	-
R&M-Gatehouse	1,000	83	624	(541)	62.40%	83	624
R&M-Security Cameras	3,600	300	1,830	(1,530)	50.83%	300	1,830
Total Other Public Safety	8,100	383	2,454	(2,071)	30.30%	383	2,454
Field							
Contracts-Mgmt Services	131,709	10,976	10,976	-	8.33%	10,976	10,976
Contracts-Lake and Wetland	6,120	510	510	-	8.33%	510	510
Contracts-Landscape	89,111	7,426	7,426	-	8.33%	7,426	7,426
Contracts-Irrigation	48,223	4,019	3,980	39	8.25%	4,019	3,980
Utility - General	43,320	3,610	2,608	1,002	6.02%	3,610	2,608
Utility - Water & Sewer	10,000	833	584	249	5.84%	833	584
Insurance - General Liability	39,552	39,552	33,541	6,011	84.80%	39,552	33,541
R&M-Drainage	15,000	-	-	-	0.00%	-	-
R&M-Entry Feature	7,500	-	-	-	0.00%	-	-
R&M-Irrigation	31,400	-	-	-	0.00%	-	-
R&M-Lake	22,100	-	-	-	0.00%	-	-
R&M-Plant Replacement	7,000	-	-	-	0.00%	-	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-21 BUDGET	OCT-21 ACTUAL
R&M-Trees and Trimming	7,500	200	200	-	2.67%	200	200
R&M-Pumps	2,160	-	-	-	0.00%	-	-
Misc-Special Projects	10,930	-	-	-	0.00%	-	-
Misc-Hurricane Expense	5,000	-	-	-	0.00%	-	-
Misc-Contingency	5,000	-	-	-	0.00%	-	-
Capital Outlay	25,560	1,275	1,275	-	4.99%	1,275	1,275
Total Field	507,185	68,401	61,100	7,301	12.05%	68,401	61,100
<u>Road and Street Facilities</u>							
R&M-Parking Lots	1,000	-	-	-	0.00%	-	-
R&M-Roads & Alleyways	4,000	886	886	-	22.15%	886	886
R&M-Sidewalks	15,000	-	-	-	0.00%	-	-
R&M-Streetlights	10,000	-	-	-	0.00%	-	-
Misc-Contingency	3,000	-	-	-	0.00%	-	-
Cap Outlay - Sidewalk Impr	10,000	-	-	-	0.00%	-	-
Cap Outlay - Streetlight Impr	5,000	-	-	-	0.00%	-	-
Reserve - Roads & Streetlights	15,369	-	-	-	0.00%	-	-
Total Road and Street Facilities	63,369	886	886	-	1.40%	886	886
<u>Parks and Recreation - General</u>							
Contracts-Mgmt Services	34,157	2,846	2,846	-	8.33%	2,846	2,846
Contracts-Janitorial Services	18,960	1,580	1,580	-	8.33%	1,580	1,580
Contracts-Pools	10,800	900	900	-	8.33%	900	900
Contracts-Pest Control	1,100	-	-	-	0.00%	-	-
Communication - Telephone	8,580	715	678	37	7.90%	715	678
R&M-Clubhouse	50,000	-	-	-	0.00%	-	-
R&M-Parks	15,000	-	-	-	0.00%	-	-
R&M-Pools	4,500	375	128	247	2.84%	375	128
R&M-Tennis Courts	2,000	-	-	-	0.00%	-	-
Miscellaneous Services	2,400	-	-	-	0.00%	-	-
Holiday Decoration	750	-	-	-	0.00%	-	-
Misc-Cable TV Expenses	3,780	315	343	(28)	9.07%	315	343
Office Supplies	3,000	250	105	145	3.50%	250	105
Op Supplies - General	6,000	-	-	-	0.00%	-	-
Cap Outlay - Equipment	8,000	-	-	-	0.00%	-	-
Cap Outlay-Clubhouse	15,000	6,595	6,595	-	43.97%	6,595	6,595
Reserves- A/C	15,000	-	-	-	0.00%	-	-
Reserve - Roof	25,000	-	-	-	0.00%	-	-
Reserve - Swimming Pools	3,000	-	-	-	0.00%	-	-
Total Parks and Recreation - General	227,027	13,576	13,175	401	5.80%	13,576	13,175
<u>Special Recreation Facilities</u>							
Miscellaneous Services	4,500	-	-	-	0.00%	-	-
Misc-Event Expense	21,000	1,750	64	1,686	0.30%	1,750	64
Misc-Social Committee	26,700	2,225	451	1,774	1.69%	2,225	451
Misc-Trips and Tours	500	-	-	-	0.00%	-	-
Office Supplies	500	-	-	-	0.00%	-	-
Total Special Recreation Facilities	53,200	3,975	515	3,460	0.97%	3,975	515
TOTAL EXPENDITURES	1,011,337	104,720	97,297	7,423	9.62%	104,720	97,297

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-21 BUDGET	OCT-21 ACTUAL
Excess (deficiency) of revenues							
Over (under) expenditures	(9,405)	(95,290)	(89,102)	6,188	947.39%	(95,290)	(89,102)
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(9,405)	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	(9,405)	-	-	-	0.00%	-	-
Net change in fund balance	\$ (9,405)	\$ (95,290)	\$ (89,102)	\$ 6,188	947.39%	\$ (95,290)	\$ (89,102)
FUND BALANCE, BEGINNING (OCT 1, 2021)	744,194	744,194	744,194				
FUND BALANCE, ENDING	<u>\$ 734,789</u>	<u>\$ 648,904</u>	<u>\$ 655,092</u>				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-21 BUDGET	OCT-21 ACTUAL
REVENUES							
Interest - Investments	\$ -	\$ -	\$ 1	\$ 1	0.00%	\$ -	\$ 1
Special Assmnts- Tax Collector	197,323	-	-	-	0.00%	-	-
Special Assmnts- Discounts	(7,893)	-	-	-	0.00%	-	-
TOTAL REVENUES	189,430	-	1	1	0.00%	-	1
EXPENDITURES							
Administration							
Misc-Assessment Collection Cost	3,946	-	-	-	0.00%	-	-
Total Administration	3,946	-	-	-	0.00%	-	-
Debt Service							
Principal Debt Retirement	126,426	-	-	-	0.00%	-	-
Interest Expense	74,370	-	-	-	0.00%	-	-
Total Debt Service	200,796	-	-	-	0.00%	-	-
TOTAL EXPENDITURES	204,742	-	-	-	0.00%	-	-
Excess (deficiency) of revenues Over (under) expenditures	(15,312)	-	1	1	-0.01%	-	1
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(15,312)	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	(15,312)	-	-	-	0.00%	-	-
Net change in fund balance	\$ (15,312)	\$ -	\$ 1	\$ 1	-0.01%	\$ -	\$ 1
FUND BALANCE, BEGINNING (OCT 1, 2021)	198,168	-	198,168				
FUND BALANCE, ENDING	\$ 182,856	\$ -	\$ 198,169				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-21 BUDGET	OCT-21 ACTUAL
REVENUES							
Interest - Investments	\$ -	\$ -	\$ 2	\$ 2	0.00%	\$ -	\$ 2
TOTAL REVENUES	-	-	2	2	0.00%	-	2
EXPENDITURES							
TOTAL EXPENDITURES	-	-	-	-	0.00%	-	-
Excess (deficiency) of revenues							
Over (under) expenditures	-	-	2	2	0.00%	-	2
Net change in fund balance	\$ -	\$ -	\$ 2	\$ 2	0.00%	\$ -	\$ 2
FUND BALANCE, BEGINNING (OCT 1, 2021)	-	-	979,949				
FUND BALANCE, ENDING	\$ -	\$ -	\$ 979,951				

Notes to the Financial Statements
October 2021

Financial Overview / Highlights

- ▶ Total General Fund revenues are at approximately 00.8% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 09.9% of the Annual Budget.

Balance Sheet

Account Name	Annual Budget	YTD Actual	Explanation
Assets			
Accounts Receivable-Other		1,742	Waiting on refund for incorrect charges (\$1,742).
Allowance-Doubtful Accounts		(1,328)	Allowance for assessments uncollected from FY 2013.
Assessments Receivable		1,328	Assessments uncollected from FY 2013.
Due From Other Funds		2,799	Due from General Fund to Debt Service.
Prepaid Items		1,673	Fall Party in November, Comedy Show in March and Farewell Party in April.
Deposits		8,200	Deposits with FPL for sprinkler pumps and street lights.
Liabilities			
Accounts Payable		4,030	Invoices for current month but not paid in current month.
Sales Tax Payable		15	Sales Tax for the gate remotes and access cards.
Due to Other Funds		2,799	Due from General Fund to Debt Service.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
General Fund 001				
Revenues				
Interlocal Agreement	3,000	750	25.00%	Paid 1st quarter.
Other Misc Revenue	3,800	3,600	94.74%	Proceeds from sale of old golf cart.
Gate Bar Codes/Remotes	1,000	169	16.90%	Gate Openers less sales tax paid.
Access Cards	600	47	7.83%	Access cards less sales tax paid.
Expenditures				
<u>Administrative</u>				
ProfServ-Engineering	10,000	3,735	37.35%	Work on drainage project, review requisitions, review RFP for irrigation.
ProfServ-Trustee Fees	-	3,704	N/A	Trustee fees paid for year. Will budget for next year.
Insurance-General Liability	9,265	7,123	76.88%	Insurance paid in full for year.
Legal Advertising	1,100	293	26.64%	Meetings, workshop notices, RFPs for audit firm.
<u>Public Safety</u>				
R&M-Gatehouse	1,000	624	62.40%	Installed DVR
R&M-Security Camera	3,600	1,830	50.83%	Installed license camera system at back gate.
<u>Field</u>				
Insurance - General Liability	39,552	33,541	84.80%	Insurance paid in full for year.
Capital Outlay	25,560	1,275	4.99%	Installed cooling box.
<u>Road & Street</u>				
R&M-Roads & Alleyways	4,000	886	22.15%	Cut large root and pour concrete in area.
<u>Parks & Recreation</u>				
Misc-Cable TV Expenses	3,780	343	9.07%	Comcast cable services.
Cap Outlay-Clubhouse	15,000	6,595	43.97%	2017 Black Golf Cart with new batteries.

HERITAGE OAK PARK

Community Development District

Supporting Schedules

October 31, 2021

HERITAGE OAK PARK

Community Development District

Activities Fund Deposits**Deposit**

Date	Amount	Poolside Lunch	Morning Coffee Social	Karoke	Masquerade Party	Harvest Moon Dance	Craft Fair	Movie Night
10/04/21 Deposit	\$230				\$230			
10/29/21 Deposit	\$3,390	\$1,347		\$68	\$450	\$1,065	\$460	
Total	\$3,620	\$1,347	\$0	\$68	\$680	\$1,065	\$460	\$0
Expenses	(\$515)	(\$29)	(\$73)	\$0	(\$350)	\$0	\$0	(\$64)
Profit / (Loss)	\$3,104	\$1,318	(\$73)	\$68	\$330	\$1,065	\$460	(\$64)
Other Expenses	\$0							
Total Profit / (Loss)	\$3,104							

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Reserve Balance-Beginning	9,191	9,191	9191	7088	-	-	-
Revenue	32,930	39,654	43,189	47,790	31,238	5,994	3,620
Expenses	32,939	35,643	46,362	64,189	34,114	8,371	515
Profit(Loss)	(10)	4,011	(3,173)	(16,399)	(2,876)	(2,377)	3,104

Notes: Revenue and Expenses are per financial statements

Cash and Investment Report
October 31, 2021

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND			
Operating Checking Account	BankUnited	0.00%	\$568,091
Operating Checking Account	Valley Bank	0.10%	\$30,194
	Subtotal		\$598,285
Petty Cash - Property Manager	N/A	N/A	\$200
Money Market Account	BankUnited	0.15%	\$51,836
DEBT SERVICE FUND			
Series 2020 Interest Fund	US Bank	0.00%	\$22,339
Series 2020 Reserve Fund	US Bank	0.00%	\$19,789
Series 2020 Revenue Fund	US Bank	0.00%	\$153,241
	Subtotal		\$195,370
CAPITAL PROJECTS FUND			
Series 2020 Construction Fund	US Bank	0.00%	\$979,951
	Grand Total		\$1,825,641

Heritage Oak Park CDD

Bank Reconciliation

Bank Account No. 7282 Bank United GF
Statement No. 10-21
Statement Date 10/31/2021

G/L Balance (LCY)	568,090.91	Statement Balance	600,008.48
G/L Balance	568,090.91	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	600,008.48
Subtotal	568,090.91	Outstanding Checks	31,917.57
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	568,090.91	Ending Balance	568,090.91
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
3/20/2020	Payment	2297	BRAD WARREN	36.00	0.00	36.00
3/20/2020	Payment	2324	PHILIP GARTLAND	18.00	0.00	18.00
10/5/2021	Payment	2871	PRECISION GATE & SECURITY, INC	5,667.00	0.00	5,667.00
10/20/2021	Payment	2886	FEDEX	34.10	0.00	34.10
10/20/2021	Payment	2887	JACQUELINE WELLS	36.78	0.00	36.78
10/22/2021	Payment	2895	JACQUELINE WELLS	62.06	0.00	62.06
10/26/2021	Payment	2898	BRADLEY A-RAY INC	15,538.00	0.00	15,538.00
10/26/2021	Payment	2899	HOME DEPOT CREDIT SERVICES	167.74	0.00	167.74
10/26/2021	Payment	2900	SECURITY ALARM CORPORATION	6,119.00	0.00	6,119.00
10/27/2021	Payment	2901	FEDEX	16.04	0.00	16.04
10/27/2021	Payment	2902	FPL	18.78	0.00	18.78
10/28/2021	Payment	2903	JACQUELINE WELLS	29.82	0.00	29.82
10/28/2021	Payment	2904	GREATAMERICA FINANCIAL SVCS	104.86	0.00	104.86
10/28/2021	Payment	2905	MICHELLE RAY	28.76	0.00	28.76
10/28/2021	Payment	2906	USBANK	4,040.63	0.00	4,040.63
Total Outstanding Checks.....				31,917.57		31,917.57

Heritage Oak Park CDD

Bank Reconciliation

Bank Account No. 0663 Valley Bank GF
Statement No. 10-21
Statement Date 10/31/2021

G/L Balance (LCY)	30,194.28	Statement Balance	30,194.28
G/L Balance	30,194.28	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	30,194.28
Subtotal	30,194.28	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	30,194.28	Ending Balance	30,194.28
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
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HERITAGE OAK PARK

Community Development District

**Payment Register by Fund
For the Period from 10/01/21 to 10/31/21
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	2862	10/01/21	PUBLIC RISK INSURANCE	76479	PKFL10084002 21-18 10/01/21-10/01/22	P&O, G/L	545002-51301	\$7,123.00
001	2862	10/01/21	PUBLIC RISK INSURANCE	76479	PKFL10084002 21-18 10/01/21-10/01/22	Auto, Marine, Commercial	545002-53901	\$33,541.00
001	2863	10/01/21	SUN NEWSPAPERS	22267-083121	NOTICE OF MEETINGS FY2022	Legal Advertising	548002-51301	\$107.25
001	2864	10/01/21	GREATAMERICA FINANCIAL SVCS	30114046	COPIER LEASE FOR 09/21	Office Supplies	551002-57201	\$104.86
001	2865	10/01/21	JACQUELINE N. WELLS	09282021	PASTRIES FOR MORNING COFFEE	Misc-Social Committee	549051-57501	\$28.60
001	2866	10/05/21	CENTURYLINK	09192021-8717 CHK	ACCT# 311078717 09/19/21-10/18/21	Communication - Telephone	541003-57201	\$683.88
001	2867	10/05/21	CLIFF'S AIR CONDITIONING &	20-5591	FITNESS ROOM RHEEM 3TON 14 SEER A/C	R&M-Parks	546066-57201	\$4,985.00
001	2867	10/05/21	CLIFF'S AIR CONDITIONING &	20-5625	LODGE A/C 10TON COMPRESSOR	R&M-Clubhouse	546015-57201	\$7,200.00
001	2868	10/05/21	FEDEX	7-507-77088	SERVICE FOR 09/09/21	Communication/Freight - Gen'l	541001-51301	\$11.05
001	2869	10/05/21	FPL	09232021-53151 CHK	ACCT# 72189-53151 08/24/21-09/23/21	Utility - General	543001-53901	\$18.78
001	2870	10/05/21	JACQUELINE WELLS	093021	POOLSIDE LUNCH	Misc-Social Committee	549051-57501	\$33.17
001	2871	10/05/21	PRECISION GATE & SECURITY, INC	KPARK-090921	REMAINING BALANCE FOR NEW GATE CALL BOX	Liftmaster CAPXL	564043-53901	\$3,000.00
001	2871	10/05/21	PRECISION GATE & SECURITY, INC	KPARK-090921	REMAINING BALANCE FOR NEW GATE CALL BOX	Liftmaster CAPXL	564061-57201	\$2,667.00
001	2872	10/05/21	THE SUN	11766-092921	NEWSPAPER SUBSCRIPTION	R&M-Clubhouse	546015-57201	\$89.25
001	2873	10/07/21	FEDEX	7-515-19867	SERVICE FOR 09/17/21	Communication/Freight - Gen'l	541001-51301	\$18.42
001	2874	10/07/21	PERSSON, COHEN & MOONEY, P.A.	1190	LEGAL SERVICE FOR 09/21	ProfServ-Legal Services	531023-51401	\$327.50
001	2875	10/08/21	COVERALL OF FT. MYERS	1160268190	CLEANING SERVICE 10/1-10/31/21	Contracts-Janitorial Services	534026-57201	\$1,580.00
001	2876	10/08/21	STAPLES CREDIT PLAN	77190-092721	PURCHASES FOR 08/28/21-09/27/21	Staples Plus Membership	549001-57201	\$49.00
001	2876	10/08/21	STAPLES CREDIT PLAN	77190-092721	PURCHASES FOR 08/28/21-09/27/21	APC Backups	546345-52901	\$58.99
001	2876	10/08/21	STAPLES CREDIT PLAN	77190-092721	PURCHASES FOR 08/28/21-09/27/21	Dustoff, Index Cards	551002-57201	\$15.28
001	2876	10/08/21	STAPLES CREDIT PLAN	77190-092721	PURCHASES FOR 08/28/21-09/27/21	Pencils, Tru Red	551002-57501	\$29.23
001	2876	10/08/21	STAPLES CREDIT PLAN	77190-092721	PURCHASES FOR 08/28/21-09/27/21	Gloves	552001-57201	\$59.71
001	2877	10/08/21	SUN NEWSPAPERS	3814522	RFQ FOR PROF ENGINEERING SRVCS 09/30/21	Legal Advertising	548002-51301	\$235.95
001	2878	10/11/21	JMT	18-179798	PROFESSIONAL SERVICE 07/25/21-08/21/21	ProfServ-Engineering	531013-51501	\$2,295.00
001	2879	10/11/21	MAINSCAPE	1264385	10/21 IRRIGATION MAINT	Contracts-Irrigation	534073-53901	\$3,979.58
001	2879	10/11/21	MAINSCAPE	1264847 A	09/21 IRRIGATION SERVICE	R&M-Irrigation	546041-53901	\$703.68
001	2880	10/11/21	PRECISION GATE & SECURITY, INC	1240	REPAIRS TO REAR GATE	R&M-Gate	546034-52901	\$250.00
001	2881	10/11/21	TODD PROA	000951378	10/21 MONTHLY POOL SERVICE	Pool Perfect	546074-57201	\$63.04
001	2881	10/11/21	TODD PROA	000951378	10/21 MONTHLY POOL SERVICE	Contracts-Pools	534078-57201	\$900.00
001	2882	10/13/21	ARTISTREE LANDSCAPE	159371	REMOVE BRANCH HIT BY TRUCK	R&M-Trees and Trimming	546099-53901	\$200.00
001	2883	10/13/21	PERSONAL TOUCH BANQUET & CATERING	100821	50% DEPOSIT FOR MARCH COMEDY SHOW DINNER	Prepaid Items	155000	\$572.50
001	2884	10/15/21	INFRAMARK, LLC	68879	10/21 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,626.17
001	2884	10/15/21	INFRAMARK, LLC	68879	10/21 MANAGEMENT SERVICES	Contracts-Mgmt Services	534001-53901	\$10,975.75
001	2884	10/15/21	INFRAMARK, LLC	68879	10/21 MANAGEMENT SERVICES	Contracts-Mgmt Services	534001-57201	\$2,846.42
001	2884	10/15/21	INFRAMARK, LLC	68879	10/21 MANAGEMENT SERVICES	Office Supplies	551002-51301	\$15.00
001	2884	10/15/21	INFRAMARK, LLC	68879	10/21 MANAGEMENT SERVICES	Miscellaneous Services	549001-51301	\$7.35
001	2884	10/15/21	INFRAMARK, LLC	68879	10/21 MANAGEMENT SERVICES	Communication/Freight - Gen'l	541001-51301	\$15.90
001	2885	10/19/21	CART CITY, INC.	10062021	2017 BLACK GOLF CART W/NEW BATTERIES	Cap Outlay-Clubhouse	564061-57201	\$6,595.00
001	2886	10/20/21	FEDEX	7-529-74924	SERVICE FOR 10/1/21-10/6/21	Communication/Freight - Gen'l	541001-51301	\$34.10
001	2887	10/20/21	JACQUELINE WELLS	01221	REIMB FOOD ITEMS FOR MONDAY COFFEE	Misc-Social Committee	549051-57501	\$36.78
001	2888	10/21/21	SOLITUDE LAKE MANAGEMENT	PI-A00690151	OCT21 LAKE & POND MANAGEMENT	Contracts-Lake and Wetland	534021-53901	\$510.00
001	2889	10/21/21	SUN NEWSPAPERS	22267-092121	NOTICE OF AUDIT COMMITTEE MEETING	Legal Advertising	548002-51301	\$92.95
001	2889	10/21/21	SUN NEWSPAPERS	3814770	NOTICE OF AUDIT COMMITTEE AND REGULAR MEETING	Legal Advertising	548002-51301	\$92.95
001	2894	10/22/21	ARTISTREE LANDSCAPE	159556	10/21 MONTHLY GROUNDS MAINT	Contracts-Landscape	534050-53901	\$7,425.91
001	2895	10/22/21	JACQUELINE WELLS	KPARK-101921	SHEETS FOR BACKDROP FOR MOVIE NIGHT	Reimb for Movie Night	549022-57501	\$62.06
001	2896	10/22/21	JMT	19-182344	PROFESSIONAL SERVICES 08/22/21-10/08/21	ProfServ-Engineering	531013-51501	\$3,735.00
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$139.96
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Gate Loop Detector Parts	546034-52901	\$339.18
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Bookshelf	546015-57201	\$321.00
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$155.24
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Awning Controller Batteries	546066-57201	\$9.62
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	McAfee 1Yr Subscription	551002-57201	\$119.99
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$33.78
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Fuel	549900-53901	\$43.95

HERITAGE OAK PARK

Community Development District

**Payment Register by Fund
For the Period from 10/01/21 to 10/31/21
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Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$31.91
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Gate Meeting Luncheon	549001-57201	\$35.47
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Gate Remotes	546034-52901	\$141.36
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$135.40
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$7.98
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	OP Supplies	552001-57201	\$194.84
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$78.41
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$20.32
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Cleaning Supplies	552001-57201	\$79.20
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Poolside Lunch	549051-57501	\$143.60
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Accessories for New ACT iPhone	549001-57501	\$46.70
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Lodge	549001-57201	\$53.76
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Coffee	549051-57501	\$27.59
001	2897	10/22/21	SUNTRUST BANK-8114	10022021-8114	10/02/21 STATEMENT PURCHASES	Staff Luncheon	549001-57201	\$31.30
001	2898	10/26/21	BRADLEY A-RAY INC	09062021	ROADWAY REPAIRS	Reserve - Roads & Streetlights	568136-54101	\$14,652.00
001	2898	10/26/21	BRADLEY A-RAY INC	10182021	CUT LARGE ROOT/POUR NEW CONCRETE IN AREA	R&M-Roads & Alleyways	546081-54101	\$886.00
001	2899	10/26/21	HOME DEPOT CREDIT SERVICES	10052021	PURCHASES FOR 09/08/21-10/04/21	Phone Line	546015-57201	\$74.26
001	2899	10/26/21	HOME DEPOT CREDIT SERVICES	10052021	PURCHASES FOR 09/08/21-10/04/21	Flag Bracket and Light Switch for Lodge	546015-57201	\$30.72
001	2899	10/26/21	HOME DEPOT CREDIT SERVICES	10052021	PURCHASES FOR 09/08/21-10/04/21	Poolside Lunch	549022-57501	\$42.76
001	2899	10/26/21	HOME DEPOT CREDIT SERVICES	10052021	PURCHASES FOR 09/08/21-10/04/21	Miscellaneous Services	549001-57201	\$20.00
001	2900	10/26/21	SECURITY ALARM CORPORATION	240945	COMMERCIAL CCTV INSTALLATION UPGRADE	Front Entrance Upgrade	546021-53901	\$2,390.00
001	2900	10/26/21	SECURITY ALARM CORPORATION	237966	INSTALLED DVR	DVR Digital Video Recorder	546035-52901	\$624.00
001	2900	10/26/21	SECURITY ALARM CORPORATION	237966	INSTALLED NEW COOLING BOX	New Cooling Box	564043-53901	\$1,275.00
001	2900	10/26/21	SECURITY ALARM CORPORATION	237966	INSTALLED LICENSE PLATE CAMERA SYS-BACK GATE	License Plate Camera System-Back Gate	546345-52901	\$1,830.00
001	2901	10/27/21	FEDEX	7-536-86530	SERVICE FOR 10/15/2021	Communication/Freight - Gen'l	541001-51301	\$16.04
001	2902	10/27/21	FPL	10222021-53151 CHK	ACCT# 72189-53151 09/23/21-10/22/21	Utility - General	543001-53901	\$18.78
001	2903	10/28/21	JACQUELINE WELLS	102621	FOOD FOR COFFEE SOCIAL	Coffee Social	549051-57501	\$27.84
001	2903	10/28/21	JACQUELINE WELLS	102621	MOVIE RENTAL FOR MOVIE NIGHT	Movie Night	549022-57501	\$1.98
001	2904	10/28/21	GREATAMERICA FINANCIAL SVCS	30294894	COPIER LEASE FOR 10/21	Office Supplies	551002-57201	\$104.86
001	2905	10/28/21	MICHELLE RAY	101921	REIMB FOR PURCHASES FOR POOLSIDE LUNCH	Poolside Lunch	549051-57201	\$28.76
001	2906	10/28/21	USBANK	6271206	TRUSTEE FEES 09/01/21-08/31/22	ProfServ-Trustee Fees	531045-51301	\$336.72
001	2906	10/28/21	USBANK	6271206	TRUSTEE FEES 09/01/21-08/31/22	Prepaid Items	155000	\$3,703.91
001	DD00358	10/04/21	CHARLOTTE COUNTY UTILITIES	09132021-101597 ACH	26307-101597 08/09/21-09/09/21	Utility - Water & Sewer	543021-53901	\$802.98
001	DD00359	10/04/21	CHARLOTTE COUNTY UTILITIES	09132021-080703 ACH	26307-080703 08/09/21-09/09/21	Utility - Water & Sewer	543021-53901	\$67.59
001	DD00360	10/08/21	FPL	09232021-03218 ACH	ACCT# 01784-03218 08/24/21-09/23/21	Utility - General	543001-53901	\$63.65
001	DD00361	10/08/21	FPL	09232021-28333 ACH	ACCT# 36126-28333 08/24/21-09/23/21	Utility - General	543001-53901	\$205.56
001	DD00362	10/08/21	FPL	09232021-29333 ACH	ACCT# 90419-29333 08/24/21-09/23/21	Utility - General	543001-53901	\$150.39
001	DD00363	10/08/21	FPL	09232021-32211 ACH	ACCT# 94620-32211 08/24/21-09/23/21	Utility - General	543001-53901	\$126.77
001	DD00364	10/08/21	FPL	09232021-59344 ACH	ACCT# 96809-59344 08/24/21-09/23/21	Utility - General	543001-53901	\$57.94
001	DD00365	10/08/21	FPL	09232021-74219 ACH	ACCT# 89079-74219 08/24/21-09/23/21	Utility - General	543001-53901	\$315.28
001	DD00366	10/08/21	FPL	09232021-85535 ACH	ACCT# 92945-85535 08/24/21-09/23/21	Utility - General	543001-53901	\$64.21
001	DD00367	10/08/21	FPL	09232021-88335 ACH	ACCT# 87070-88335 08/24/21-09/23/21	Utility - General	543001-53901	\$1,361.59
001	DD00368	10/08/21	FPL	09232021-90214 ACH	ACCT# 65998-90214 08/24/21-09/23/21	Utility - General	543001-53901	\$78.55
001	DD00369	10/08/21	FPL	09232021-93219 ACH	ACCT# 25921-93219 08/24/21-09/23/21	Utility - General	543001-53901	\$14.39
001	DD00370	10/25/21	PAUL J. FALDUTO , JR	PAYROLL	October 25, 2021 Payroll Posting			\$184.70
001	DD00371	10/25/21	BRIAN R. BITGOOD	PAYROLL	October 25, 2021 Payroll Posting			\$184.70
001	DD00372	10/25/21	EDWARD A. CAREY	PAYROLL	October 25, 2021 Payroll Posting			\$184.70
001	DD00373	10/25/21	KENT D. WEEKS	PAYROLL	October 25, 2021 Payroll Posting			\$184.70
001	DD00374	10/25/21	STEPHEN R. HORSMAN	PAYROLL	October 25, 2021 Payroll Posting			\$184.70
Fund Total								\$141,488.65

Total Checks Paid	\$141,488.65
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Grau & Associates

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www.graucpa.com

November 01, 2021

To Board of Supervisors
Heritage Oak Park Community Development District
210 N. University Drive, Suite 702
Coral Springs, FL 33071

We are pleased to confirm our understanding of the services we are to provide Heritage Oak Park Community Development District, Charlotte County, Florida ("the District") for the fiscal year ended September 30, 2021 with an option of two one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Heritage Oak Park Community Development District as of and for each of the fiscal years ended September 30, 2021 with an option of two one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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

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

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

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

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

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

Our fee for these services will not exceed \$4,500 for the September 30, 2021 audit. The fees for fiscal year 2022 and 2023 will not exceed \$4,700 and \$4,900, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

Grau & Associates and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Grau agrees and acknowledges that the District is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the District has a good faith belief that the Grau has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Grau and order Grau to immediately terminate the contract with the subcontractor. Grau shall be liable for any additional costs incurred by the District as a result of the termination of a contract based on Grau's failure to comply with E-Verify requirements evidenced herein.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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

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

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

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

We appreciate the opportunity to be of service to Heritage Oak Park Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Racquel McIntosh

RESPONSE:

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

By: _____

Title: _____

Date: _____



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



Peer Review
Program

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

February 20, 2020

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

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

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

Sixth Order of Business

6B.

DATE
11/8/2021



MAINSCAPE

PROPOSAL

SERVICE ADDRESS	BILLING ADDRESS	CONTACT INFORMATION	BRANCH ADDRESS
Heritage Oak Park		Name: Michelle Eagan Phone: 941-235-3566 Alt: 951-235-1808 Email: michelle.egan@inframark	MAINSCAPE, INC. 3080 Ravenna Ave. Naples, FL. 34120
COMMUNITY NAME	WORK ORDER #	PROPOSED BY	BRANCH CONTACT
Heritage Oak Park		Zane Stoneman, CIC, CLIA	Phone: (800) 481-0096 Fax: (239) 597-4384
PROPOSAL FOR			
30 HP Pump Replacement Proposal			

SPECIFICS, DESCRIPTION, & INSTRUCTIONS					
During a recent inspection it was found that the 30 hp submersible pump was non-responsive. Upon further troubleshooting it was determined that the motor was bad and needs to be replaced. There is a chance that it is a damaged wire but this still requires that the pump be pulled and that requires a crane. Proposal is for the pulling of the 30 hp pump sled and if needed replacing pump. Should it only require wiring proposal will be reduced to reflect the needed repair. This is a not to exceed proposal that includes but is not limited to the following:					
1- Field service with crane and crew to pull pump from lake, inspect all parts, furnish and install new 30 hp pump submersible motor (if needed), reinstall in lake, wire up and test.					
*Should any work be required above what is proposed, an additional proposal will be submitted.					
Notes: Proposal is not to exceed unless unknown circumstances arise.				TOTAL:	\$9,986.40

Conditions: The above price is good for 30 days from date of proposal. Any additional trips to the site caused by the customer for reasons uncontrolled by Mainscape, Inc. will result in a \$65.00 'trip charge' per event. No warranty on transplanted material. All material is guaranteed to be as specified. Transplanted plant material is not covered under warranty. All work is to be completed in a workmanlike manner according to standard practices. All agreements are contingent upon strikes, accidents, or other delays beyond our control. The purchaser is to carry fire, tornado, and other necessary insurance. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net due upon receipt, subject to a 2% per month late charge on past due accounts with costs incurred in collection of this contract, including reasonable attorney's fees, to be paid by the purchaser.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. Mainscape or Purchaser may cancel this contract at any time upon giving a 30-day notice or upon customer default of payment terms.

Purchaser's Signature

Contractor's Signature

Name Title Date

Zane Stoneman Regional Irrigation Manager 11/8/2021

Name Title Date

Seventh Order of Business

7A

AGREEMENT REGARDING SHARED USE OF GARAGES

This Agreement Regarding Shared Use of Garages (hereinafter referred to as the “Agreement”) is made on this ____ day of _____, 2021, by and between the Heritage Oak Park Community Development District, whose address is c/o Inframark Infrastructure Management Services, 5911 Country Lakes Boulevard, Fort Myers, FL 33905 (hereinafter referred to as the “District”), and the Heritage Oak Park Community Association, Inc., whose address is 19520 Heritage Oak Boulevard, Port Charlotte, FL 33948 (hereinafter referred to as the “Association”):

WHEREAS, the District is the owner of a garage located at 19520 Heritage Oak Boulevard, Port Charlotte, FL 33948 (the “Maintenance Garage”); and

WHEREAS, the Association is the owner of a garage located at 19325 Water Oak Drive, Port Charlotte, FL 33948 (the “Storage Garage”); and

WHEREAS, the District and the Association have determined it is in the collective best interest of the parties to share the use of the Maintenance Garage and the Storage Garage; and

WHEREAS, the District and the Association mutually desire to enter into this Agreement to set forth the terms and conditions of the shared use of the Maintenance Garage and the Storage Garage by the parties;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

Section 1 - Recitals

The above recitals are true and correct and are hereby incorporated fully by reference.

Section 2 - Purpose

The purpose of this Agreement is to outline the terms and conditions of the shared use of the Maintenance Garage and the Storage Garage by the District and the Association.

Section 3 – Maintenance Garage

- The District and its maintenance personnel shall be entitled to continue its use of the Maintenance Garage for general maintenance-related purposes.
- At no charge to the Association, the Association and its maintenance personnel shall also be entitled to use the Maintenance Garage for general maintenance-related purposes.

- To the extent practicable, the parties shall evenly share the available space in the Maintenance Garage for performing maintenance-related activities and for storage of any equipment or materials.
- The District and the Association shall equally share in any and all costs for providing electrical services to the Maintenance Garage.
- The maintenance personnel for the parties shall insure that their respective work areas in the Maintenance Garage are reasonably cleaned at the end of each workday and thoroughly cleaned on the last workday of each week.

Section 4 – Storage Garage

- The Association shall be entitled to continue its use of the Storage Garage for general storage-related purposes.
- At no charge to the District, the District shall also be entitled to use the Storage Garage for general storage-related purposes.
- To the extent practicable, the parties shall evenly share the available space in the Storage Garage for the storage of any equipment or materials.
- The maintenance personnel for the parties shall insure that their respective storage areas in the Storage Garage are reasonably cleaned at the end of each workday and thoroughly cleaned on the last workday of each week.

Section 5 - Understanding

It is mutually agreed upon and understood by and amongst the District and the Association that:

- a. A full and complete inventory, including written documentation and photographs, of each Garage shall be finalized and approved, in writing, respectively, by an authorized representative of both the District and the Association, prior to any items being moved from one Garage to the other or the use of either Garage by the non-owner party.
- b. Sharing of tools and equipment between the parties is permissible. Any borrowed tool or piece of equipment shall be documented in the designated “Tool Log” and shall include a description of the item borrowed, the date and time borrowed, and the date and time returned. The borrowing party shall assume all risks with respect to the use of any borrowed tool or piece of equipment. Further, the borrowing party shall be responsible for any damages which occur to any borrowed item while being used by the borrowing party.

- c. Subject to the approval of an authorized representative of both the District and the Association, the maintenance personnel for both parties may collaborate on a time-sensitive project or a project that requires additional personnel to insure the safe and satisfactory completion of the project. Any such arrangement shall be limited in time to one (1) workday or less. At all times, maintenance personnel shall remain the employee of its designated employer and nothing herein shall be construed as to create an employer-employee relationship between the maintenance personnel for one party and the other party.
- d. Nothing in this Agreement shall obligate any party to expend any specific funds with respect to the maintenance or upkeep of the other party's Garage unless provided for specifically herein.
- e. This Agreement is not intended to and does not create any right, benefit, or trust responsibility.

Section 6 – Liability and Insurance; Indemnification

No liability will arise or be assumed between the District and the Association as a result of this Agreement.

The District shall remain responsible for properly insuring the Maintenance Garage and its contents. The Association shall remain responsible for properly insuring the Storage Garage and its contents.

To the extent permissible under Florida law and without waiving any applicable rights of sovereign immunity, the parties mutually agree to indemnify, defend, and hold harmless each other against any and all claims, liabilities, losses, and damages whatsoever related to this Agreement arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of the indemnifying party.

Section 7 - Dispute Resolution

In the event of a dispute between the District and the Association regarding any activities anticipated by this Agreement, any such disputes will attempt to be resolved by the Chair of the District and the President of the Association.

Section 8 – Term and Termination

The term of this Agreement shall commence upon the Effective Date, as defined herein, and shall remain in effect unless terminated as provided for herein.

This Agreement may be terminated with cause by providing the other party written notice stating the reason for termination and providing the receiving party ten (10) days to resolve the issue

giving rise to the cause for termination. If after ten (10) days, the matter remains unresolved, the Agreement may be immediately terminated.

This Agreement may be terminated by either party without cause by providing the other party thirty (30) days written notice.

In the event this Agreement is terminated, the respective parties shall remove all items owned by that party from the other party's Garage on or prior to the date of termination. Failure to timely remove any items may result in removal and disposal of any such items by the party that owns that Garage, and the party failing to remove its items shall be responsible for reimbursement of any costs associated with removal and disposal of said items.

Section 9 - Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. When designating such notice or communication, if to the District, notice should be directed to the District Manager; if to the Association, notice should be directed to the President of the Association.

Section 10 - Governing Law

This Agreement shall be construed in accordance with the laws of the State of Florida.

Section 11 - Assignment

Neither party may assign or transfer the responsibilities or agreements made herein without the prior written consent of both parties.

Section 12 - Entire Agreement

This Agreement represents the entire understanding of the respective parties hereto and there is no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

Section 13 - Amendment

This Agreement may be amended or supplemented in writing if approved by both parties.

Section 14 - Severability

If any provision of this Agreement may be found to be invalid or unenforceable for any reason, such invalidity shall not affect the other remaining provisions of this Agreement which can be given effect without the invalid provisions.

Section 15 - Effective Date

This Agreement shall become effective upon the execution by the last party hereto.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement Regarding Shared Use of Garages on the dates indicated below.

**HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Paul Falduto, Chairman

Date: _____

**HERITAGE OAK PARK
COMMUNITY ASSOCIATION, INC.**

By: _____
Stephen Horsman, President

Date: _____