

HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT
APRIL 19, 2018
AGENDA PACKAGE

Heritage Oak Park Community Development District
Inframark, Infrastructure Management Services
210 N. University Drive, #702, Coral Springs, FL 33071
Tel: 954-603-0033 Fax: 954-345-1292

April 12, 2018

Board of Supervisors
Heritage Oak Park Community
Development District

Dear Board Members:

A workshop will be held on Thursday, April 19, 2018 at 9:00 a.m. and the regular meeting will be held at 10:00 a.m. for the Board of Supervisors of the Heritage Oak Park CDD in the Heritage Oak Park Lodge, 19520 Heritage Oak Boulevard, Port Charlotte, Florida. Following is the advanced agenda for the meeting:

Workshop Agenda

1. Call to Order and Roll Call
2. Discussion on O&M Budget for Fiscal Year 2019
3. Adjournment

Regular Meeting Agenda

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Audience Comments on Agenda Items
4. Approval of Consent Agenda
 - A. Approval of the Minutes of the March 15, 2018 Meeting
 - B. Financial Statements and Check Register
5. Old Business
 - A. Bank Restoration Project – tabled from last meeting
 - B. Rules for Kitchen Procedures
6. New Business
 - A. Discussion on Development of a Committee to review Management Contract
7. In-House Staff Reports
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
9. On-Site Administration Report – Project Updates
10. Supervisor Requests
11. Audience Comments
12. Adjournment

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

WORKSHOP

Second Order of Business

HERITAGE OAK PARK

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2019

Version 1 - Proposed Budget
(Printed on 04/05/18 6:00pm)

Prepared by:



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HERITAGE OAK PARK
Community Development District

Operating Budgets
Fiscal Year 2019

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAR-2018	PROJECTED APR - SEP-2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
REVENUES						
Interest - Investments	\$ 5,780	\$ 5,000	\$ 2,410	\$ 2,311	\$ 4,721	\$ 5,000
Interlocal Agreement	3,000	3,000	1,500	1,500	3,000	3,000
Room Rentals	1,549	500	407	225	632	500
Recreational Activity Fees	39,654	41,500	24,480	16,000	40,480	41,500
Special Assmnts- Tax Collector	681,462	723,875	671,076	52,797	723,873	736,678
Special Assmnts- Discounts	(24,871)	(28,955)	(25,775)	(438)	(26,213)	(29,467)
Other Miscellaneous Revenues	1,305	600	750	300	1,050	600
Gate Bar Code/Remotes	646	1,000	506	332	838	1,000
TOTAL REVENUES	708,525	746,520	675,354	73,027	748,381	758,811
EXPENDITURES						
Administrative						
P/R-Board of Supervisors	14,000	12,000	5,600	6,000	11,600	12,000
FICA Taxes	1,071	918	428	459	887	918
ProfServ-Engineering	160	1,000	-	440	440	1,000
ProfServ-Legal Services	4,568	3,000	1,523	1,000	2,523	3,000
ProfServ-Mgmt Consulting Serv	58,969	60,738	30,369	30,369	60,738	62,560
ProfServ-Special Assessment	9,873	10,169	10,169	-	10,169	10,474
Auditing Services	5,500	5,750	-	5,750	5,750	5,750
Communication/Freight - Gen'l	763	900	395	450	845	900
Insurance - General Liability	8,750	9,625	10,910	-	10,910	12,001
Legal Advertising	1,804	1,100	365	735	1,100	1,100
Miscellaneous Services	510	1,200	153	600	753	1,200
Misc-Bank Charges	2,116	2,400	920	1,050	1,970	2,400
Misc-Assessmnt Collection Cost	4,692	14,478	12,906	1,057	13,963	14,734
Office Supplies	577	360	-	180	180	360
Annual District Filing Fee	175	175	175	-	175	175
Total Administrative	113,528	123,813	73,913	48,090	122,003	128,572
Other Public Safety						
Contracts-Mgmt Services	7,500	7,725	3,863	3,862	7,725	7,957
R&M-Gate	4,384	3,000	1,992	1,200	3,192	3,000
R&M-Gatehouse	-	1,200	102	600	702	1,200
R&M-Security Cameras	535	2,000	100	600	700	2,000
Total Other Public Safety	12,419	13,925	6,057	6,262	12,319	14,157

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAR-2018	PROJECTED APR - SEP-2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
Field						
Contracts-Mgmt Services	107,514	110,739	55,370	55,369	110,739	114,061
Contracts-Lake and Wetland	6,120	6,120	3,060	3,060	6,120	6,120
Contracts-Landscape	79,628	82,016	41,998	41,998	83,996	86,515
Utility - General	34,598	37,200	18,399	18,600	36,999	37,200
Utility - Water & Sewer	11,995	12,000	3,112	4,900	8,012	12,000
Insurance - General Liability	29,101	32,011	26,941	-	26,941	29,635
R&M-Drainage	13,100	10,000	10,027	-	10,027	10,000
R&M-Entry Feature / Wall	2,768	7,000	120	3,500	3,620	7,000
R&M-Lake	1,114	2,100	916	1,050	1,966	2,100
R&M-Plant Replacement	2,034	3,500	-	3,500	3,500	3,500
R&M-Trees and Trimming	7,921	6,000	1,750	4,250	6,000	6,000
R&M - Wall	850	-	-	-	-	-
Misc-Special Projects	9,669	10,930	8,430	2,500	10,930	10,930
Misc-Hurricane Expense	32,476	-	58,424	-	58,424	-
Misc-Contingency	2,152	5,000	3,373	1,627	5,000	5,000
Total Field	341,040	324,616	231,920	140,354	372,274	330,061
Road and Street Facilities						
R&M-Parking Lots	-	250	-	250	250	250
R&M-Roads & Alleyways	10,854	7,000	1,726	5,274	7,000	7,000
R&M-Sidewalks	1,743	3,960	-	3,960	3,960	3,960
R&M-Streetlights	19,025	9,500	3,927	5,573	9,500	9,500
Misc-Contingency	-	3,000	-	3,000	3,000	3,000
Capital Outlay - Sidewalk Impr	-	10,000	3,847	6,153	10,000	10,000
Capital Outlay - Streetlight Impr	-	15,200	-	15,200	15,200	15,200
Reserve - Roads & Streetlights	26,709	5,369	-	-	-	5,369
Total Road and Street Facilities	58,331	54,279	9,500	39,410	48,910	54,279

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAR-2018	PROJECTED APR - SEP-2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
<i>Parks and Recreation - General</i>						
Contracts-Mgmt Services	34,252	59,307	29,654	29,653	59,307	61,086
Contracts-Janitorial Services	14,695	16,560	8,280	8,280	16,560	16,560
Contracts-Pools	10,800	10,800	5,400	5,400	10,800	10,800
Contracts-Pest Control	1,048	1,100	1,048	-	1,048	1,100
Communication - Telephone	6,960	7,320	3,607	3,720	7,327	7,320
R&M-Clubhouse	60,633	18,000	15,486	9,000	24,486	18,000
R&M-Parks	10,997	6,600	7,626	3,300	10,926	6,600
R&M-Pools	4,270	6,000	1,035	3,000	4,035	6,000
R&M - Tennis Courts	-	20,000	5,643	12,000	17,643	20,000
Miscellaneous Services	2,238	2,400	1,645	1,200	2,845	2,400
Misc-Holiday Décor	812	500	469	-	469	500
Misc-Cable TV Expenses	881	940	491	491	982	1,016
Office Supplies	2,776	2,160	1,797	1,080	2,877	2,160
OpSupplies - General	2,525	2,700	875	1,350	2,225	2,700
Cap Outlay - Equipment	6,408	5,000	12,224	-	12,224	5,000
Cap Outlay-Clubhouse	-	21,500	39,914	-	39,914	21,500
Reserve - Roof	-	5,000	-	-	-	5,000
Reserve - Swimming Pools	-	2,500	-	-	-	2,500
Total Parks and Recreation - General	159,295	188,387	135,194	78,474	213,668	190,242
<i>Special Recreation Facilities</i>						
Miscellaneous Services	5,229	4,500	1,519	1,800	3,319	4,500
Misc-Event Expense	9,877	12,000	19,693	12,000	31,693	12,000
Misc-Social Committee	20,304	24,000	7,716	12,000	19,716	24,000
Misc-Trips and Tours	-	500	-	400	400	500
Office Supplies	618	500	596	251	847	500
Total Special Recreation Facilities	36,028	41,500	29,524	26,451	55,975	41,500
TOTAL EXPENDITURES	720,641	746,520	486,108	339,040	825,149	758,811
Excess (deficiency) of revenues						
Over (under) expenditures	(12,116)	-	189,246	(266,013)	(76,768)	-
OTHER FINANCING SOURCES (USES)						
Operating Transfers-Out	(50,000)	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	(50,000)	-	-	-	-	-
Net change in fund balance	(62,116)	-	189,246	(266,013)	(76,768)	-
FUND BALANCE, BEGINNING	782,738	720,622	720,622	-	720,622	643,854
FUND BALANCE, ENDING	\$ 720,622	\$ 720,622	\$ 909,868	\$ (266,013)	\$ 643,854	\$ 643,854

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2019	\$ 643,854
Net Change in Fund Balance - Fiscal Year 2019	-
Reserves - Fiscal Year 2019 Additions	12,869
Total Funds Available (Estimated) - 9/30/2019	656,723

ALLOCATION OF AVAILABLE FUNDS

Nonspendable Fund Balance

Deposits - FPL Utilities	8,175
Subtotal	<u>8,175</u>

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital	181,589	(1)
Reserve - Recreation Facilities - Prior Years	9,191	(2)
Reserve - Roads & Streetlights - Prior Years	333,055	(2)
Reserve - Roads & Streetlights - FY 2018	5,369	(3)
Reserve - Roads & Streetlights - Current Budget Year	5,369	343,793 (4)
Reserve - Arbor - FY 2018	2,500	(3)
Reserve - Roof - Prior Years	75,000	(2)
Reserve - Roof - FY 2018	5,000	(3)
Reserve - Roof - Current Budget Year	5,000	85,000 (4)
Reserve - Swimming Pools - Prior Years	21,475	(2)
Reserve - Swimming Pools - FY 2018	2,500	(3)
Reserve - Swimming Pools - Current Budget Year	2,500	26,475 (4)
Subtotal	<u>648,548</u>	

Total Allocation of Available Funds	656,723
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Total Unassigned (undesignated) Cash	<u><u>\$ 0</u></u>
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Notes

- (1) Should represent approximately 3 months of operating expenditures, but is reduced by (\$4,897) to keep total Unassigned(undesignated) Cash from being negative
- (2) Represents Reserves from Prior Years thru FY 2017
- (3) Represents Reserves for FY 2018
- (4) Represents Reserves for Current Budget Year FY 2019

Budget Narrative
Fiscal Year 2019

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their operating accounts, money market accounts and certificates of deposits.

Interlocal Agreement

The District has an Interlocal agreement with Heritage Oak Park Community Association for the use of District office and supplies.

Room Rentals

The District earns income when the clubhouse is rented for an event.

Recreational Activity Fees

This is the revenue from the events that the activities department holds throughout the year.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Other Miscellaneous Revenues

The District earns miscellaneous income for providing services for the District, i.e. copies of pool keys, mailbox locks and keys, faxes, etc.

Gate Bar Code/Remotes

The District receives amounts for gate remotes that operate the gates of the District.

EXPENDITURES

Administrative

P/R-Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending all of the meetings.

Professional Services-Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for monthly board meetings when requested, review of invoices, and other specifically requested assignments.

Budget Narrative
Fiscal Year 2019

EXPENDITURES

Administrative (continued)

Professional Services-Legal Services

The District's attorney provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisors and the District Manager.

Professional Services-Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services, Inc. Also included are costs for Information Technology charges to process all of the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark in accordance with the management contract and the charge for rentals. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Professional Services-Special Assessment

This is the Administrative fees to prepare the District's special assessment roll.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter.

Communication/Freight - General

This includes telephone, fax transmissions, printing, copies, mailing of agenda packages, checks for vendors, postage and any other required correspondence.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Public Risk Insurance Agency, Inc. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Miscellaneous Services

This is for any miscellaneous charges that the District may incur during the fiscal year.

Miscellaneous-Bank Charges

This includes monthly bank charges for the maintenance of the operating accounts.

Miscellaneous-Assessment Collection Costs

The District reimburses the Charlotte County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Budget Narrative
Fiscal Year 2019

EXPENDITURES

Administrative (continued)

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Community Affairs.

Other Public Safety

Contracts – Management Services

This includes payroll, workers comp, FUTA/SUTA taxes and payroll charges for the contracted Public Safety personnel.

R&M - Gate

This represents the repairs and maintenance of the gates. This also includes the purchase of new gate transmitters.

R&M - Gatehouse

This represents normal repairs and maintenance of the gatehouse.

R&M - Security Cameras

This is for miscellaneous repairs and maintenance on the new security cameras that were installed at the clubhouse and at the front and at the rear gates.

Field

Contracts – Management Services

This includes payroll, workers comp, FUTA/SUTA taxes and payroll charges for the contracted Field personnel.

Contracts – Lakes and Wetland

The District has a contract for the aquatic maintenance of the lakes in the District.

Contracts - Landscape

This line item includes mowing, edging, pruning, fertilization, semi-annual leaf pickup, irrigation repairs and maintenance, and pest and weed control of the common areas.

Utility - General

This is for the electricity for the District.

Utility – Water & Sewer

This is for the water & sewer usage for the District, plus annual fire protection fee of \$1,600.

Insurance – General Liability

The general liability insurance is with Preferred Governmental Insurance Trust who specializes in providing insurance coverage for governmental agencies.

R&M – Drainage

This is for the upkeep and maintenance of the drainage areas around the District.

Budget Narrative
Fiscal Year 2019

EXPENDITURES

Field (continued)

R&M – Entry Feature

This is for the upkeep and maintenance of the walls and fences of the District.

R&M - Lake

This includes any maintenance to the lakes of the District.

R&M – Plant Replacement

This includes landscape enhancements throughout the District.

R&M – Trees & Trimming

This includes any tree maintenance for the trees in the District.

Miscellaneous – Special Projects

This is for any special projects that may arise in the Field for the District.

Miscellaneous - Contingency

This is for any contingencies that may arise in the Field for the District.

Road and Street Facilities

R&M – Parking Lots

This represents repairs and maintenance of the parking lots around the District.

R&M – Roads & Alleyways

This represents miscellaneous repairs of the roads and alleyways of the District.

R&M – Sidewalks

This represents the cost of maintaining the sidewalks within the District

R&M – Streetlights

This includes any repairs and maintenance to the streetlights in the District.

Miscellaneous - Contingency

This is a contingency in case an unexpected cost may arise in for the roads and streets.

Capital Outlay – Sidewalk Improvement

This is for the sidewalks along the lake.

Capital Outlay – Streetlight Improvement

This is for the eight new poles and streetlights for the District.

Reserve – Roads & Streetlights

This is for the reserve that will be for installing new streetlights around the District.

Budget Narrative
Fiscal Year 2019

EXPENDITURES

Parks and Recreation – General

Contracts – Management Services

This includes payroll, workers comp, FUTA/SUTA taxes and payroll charges for the contracted Parks and Rec personnel.

Contracts – Janitorial Services

This includes any cleaning that may be incurred by the District for cleaning of the recreational center.

Contracts – Pools

This is for the monthly pool maintenance service contract.

Contracts – Pest Control

The District has a contract for pest control for the recreational center, guard house and other buildings owned by the District.

Communication – Telephone

This includes the telephone usage for the Clubhouse Manager.

R&M - Clubhouse

This represents repairs and maintenance of the recreational center that may be required during the year.

R&M - Parks

This includes bocce ball court maintenance and other park maintenance that may be required in the District.

R&M - Pools

This includes any pool maintenance that may be incurred by the District's recreational center pool.

R&M – Tennis Courts

This includes tennis court maintenance including repairing cracks and resurfacing the courts.

Miscellaneous Services

This includes any miscellaneous services that are needed to run the recreational center.

Miscellaneous - Cable TV Expenses

This includes the cable TV expenses in the recreational center.

Miscellaneous – Holiday Decorations

This is for the decorations that will be displayed around the District during the Holidays.

Office Supplies

This includes any office supplies that are needed to run the recreational center.

Operating Supplies - General

This includes any general maintenance supplies that are needed for the recreational center and the parks.

Capital Outlay – Equipment

This is for purchasing treadmills and exercise equipment that needs to be replaced.

Budget Narrative
Fiscal Year 2019

EXPENDITURES

Parks and Recreation – General (continued)

Capital Outlay – Clubhouse

This is for the capital items for the clubhouse that needed to be replaced which include the kitchen (\$7,500), sports bar window replacement (\$5,000), toilets (\$4,000) and proximity cards (\$5,000).

Reserve – Roof

This is for the reserve for the roof of the clubhouse that will need to be replaced.

Reserve – Swimming Pool

This is for the reserve for the swimming pool and pool equipment that may need upgrading.

Special Recreation Facilities

Miscellaneous Services

This includes bank charges and miscellaneous expenditures for the Activities Dept plus any expense for gifts and donations.

Miscellaneous – Event Expense

These are the expenditures from event planning to the decorations for the event.

Miscellaneous – Social Committee

These are the food and drink expenditures for the events requiring food which include the poolside lunch and the Monday coffee social.

Miscellaneous – Trips and Tours

These are the expenditures for the transportation used for the trips and tours.

Office Supplies

These are the expenditures for the office supplies necessary for the Activities Director.

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAR-2018	PROJECTED APR - SEP-2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
REVENUES						
Interest - Investments	\$ 22	\$ 24	\$ 11	\$ 13	\$ 24	\$ 24
Special Assmnts- Tax Collector	92,973	84,719	78,540	6,179	84,719	86,877
Special Assmnts- Discounts	(3,395)	(3,389)	(3,017)	(43)	(3,060)	(3,475)
Other Miscellaneous Revenues	-	3,500	-	1,500	1,500	3,500
TOTAL REVENUES	89,600	84,854	75,534	7,649	83,183	86,926
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	640	1,694	1,510	124	1,634	1,738
Total Administrative	640	1,694	1,510	124	1,634	1,738
<i>Field</i>						
Contracts-Irrigation	45,000	45,000	23,514	23,514	47,028	47,028
R&M-Irrigation	67,782	36,000	40,659	18,000	58,659	36,000
R&M-Pumps	19,481	2,160	6,530	1,620	8,150	2,160
Capital Outlay	31,893	-	-	-	-	-
Total Field	164,156	83,160	70,703	43,134	113,837	85,188
TOTAL EXPENDITURES	164,796	84,854	72,213	43,258	115,471	86,926
Excess (deficiency) of revenues						
Over (under) expenditures	(75,196)	-	3,321	(35,608)	(32,287)	-
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	50,000	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	50,000	-	-	-	-	-
Net change in fund balance	(25,196)	-	3,321	(35,608)	(32,287)	-
FUND BALANCE, BEGINNING	3,022	(22,174)	(22,174)	-	(22,174)	(54,461)
FUND BALANCE, ENDING	\$ (22,174)	\$ (22,174)	\$ (18,853)	\$ (35,608)	\$ (54,461)	\$ (54,461)

Exhibit "B"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2019	\$ 4,098
Net Change in Fund Balance - Fiscal Year 2019	-
Reserves - Fiscal Year 2019 Additions	-
Total Funds Available (Estimated) - 9/30/2019	4,098

ALLOCATION OF AVAILABLE FUNDS

<i>Assigned Fund Balance</i>	
Operating Reserve - First Quarter Operating Capital	4,098 ⁽¹⁾
Subtotal	4,098
Total Allocation of Available Funds	4,098

Total Unassigned (undesignated) Cash	\$ 0
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Notes

- (1) Should represent approximately 3 months of operating expenditures, but is reduced by (\$17,633.89) to keep total Unassigned(undesignated) Cash from being negative

Budget Narrative
Fiscal Year 2019

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their operating accounts, money market accounts and certificates of deposits.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Other Miscellaneous Revenues

This is for the revenue collected for irrigation reimbursement.

EXPENDITURES

Administrative

Miscellaneous-Assessment Collection Costs

The District reimburses the Charlotte County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Field

Contracts - Irrigation

This includes monthly monitoring of the irrigation systems throughout the District.

R&M - Irrigation

This includes any repairs and maintenance to the irrigation system.

R&M - Pumps

This is for quarterly pump maintenance contract.

Capital Outlay

This is for the new 30HP 230 volt 3 phase submersible pump.

HERITAGE OAK PARK
Community Development District

Debt Service Budget
Fiscal Year 2019

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2019 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU MAR-2018	PROJECTED APR - SEP-2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
REVENUES						
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	214,897	214,897	199,223	15,674	214,897	214,897
Special Assmnts- Discounts	(7,836)	(8,596)	(7,770)	(157)	(7,927)	(8,596)
TOTAL REVENUES	207,061	206,301	191,453	15,518	206,971	206,301
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	1,480	4,298	3,819	313	4,132	4,298
Total Administrative	1,480	4,298	3,819	313	4,132	4,298
<i>Debt Service</i>						
Principal Debt Retirement	172,192	179,804	-	179,804	179,804	187,752
Interest Expense	32,505	24,913	12,580	12,333	24,913	16,965
Total Debt Service	204,697	204,717	12,580	192,137	204,717	204,717
TOTAL EXPENDITURES	206,177	209,015	16,399	192,450	208,849	209,015
Excess (deficiency) of revenues Over (under) expenditures	884	(2,714)	175,054	(176,933)	(1,879)	(2,714)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	(2,714)	-	-	-	(2,714)
TOTAL OTHER SOURCES (USES)	-	(2,714)	-	-	-	(2,714)
Net change in fund balance	884	(2,714)	175,054	(176,933)	(1,879)	(2,714)
FUND BALANCE, BEGINNING	51,487	52,371	52,371	-	52,371	50,492
FUND BALANCE, ENDING	\$ 52,371	\$ 49,657	\$ 227,425	\$ (176,933)	\$ 50,492	\$ 47,778

SunTrust Loan

Compound Period	Exact Days
Nominal Annual Rate	4.36 %
Effective Annual Rate	Undefined %
Periodic Rate	0.0121 %
Daily Rate	0.01211 %

AMORTIZATION SCHEDULE - US Rule 360 Day Year

Date	Payment	Interest	Principal	Balance
11/01/2018	8,552	8,552	-	383,780
05/01/2019	196,165	8,413	187,752	196,028
11/01/2019	4,368	4,368	-	196,028
05/01/2020	200,349	4,321	196,028	-
	409,434	25,654	383,780	

HERITAGE OAK PARK

Community Development District

Supporting Budget Schedule

Fiscal Year 2019

**Comparison of Assessment Rates
Fiscal Year 2019 vs. Fiscal Year 2018**

Product	General Fund			Irrigation Fund			Debt Service 2008			Total Assessments per Unit			Units
	FY 2019	FY 2018	Percent Change	FY 2019	FY 2018	Percent Change	FY 2019	FY 2018	Percent Change	FY 2019	FY 2018	Percent Change	
SF	\$1,063.03	\$1,044.55	1.8%	\$125.36	\$122.25	2.5%	\$355.65	\$355.65	0.0%	\$1,544.04	\$1,522.45	1.4%	39
MF	\$1,063.03	\$1,044.55	1.8%	\$125.36	\$122.25	2.5%	\$309.96	\$309.96	0.0%	\$1,498.35	\$1,476.76	1.5%	654
													693

Regular Meeting

Fourth Order of Business

4A.

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

The workshop of the Board of Supervisors of the Heritage Oak Park Community Development District was held on Thursday, March 15, 2018 at 9:00 a.m. immediately followed by the regular meeting at 10:00 a.m. at the Heritage Oak Park Lodge, 19520 Heritage Oak Boulevard, Port Charlotte, Florida.

Present and constituting a quorum were:

Brian Bitgood	Chairperson
Paul Falduto, Jr.	Vice Chairperson
Olin Earl Bell	Assistant Secretary
Donald Oppenheim	Assistant Secretary
Edward Carey	Assistant Secretary

Also present were:

Robert Koncar	District Manager
Michelle Egan	Project Manager
Kelly Columbus	Activities Coordinator
Residents	

The following is a summary of the minutes and actions taken at the March 15, 2018 workshop and regular meeting of the Heritage Oak Park CDD Board of Supervisors.

WORKSHOP AGENDA

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Bitgood called the workshop meeting to order and Mr. Koncar called the roll.

SECOND ORDER OF BUSINESS

Discussion on Capital Expenditure Budget

- Mr. Bitgood noted last year we spent a lot of time updating our Asset Capital Planning.
 - Until Hurricane Irma came, we were going to paint the exterior walls. That will not happen this year because we do not have the funds due to Irma.
 - All external painting planned for 2018 comes to \$31,000 for external paint only. We need that for the buildings. He asked that be added into Capital Assets for next year.
 - Mr. Bitgood noted our District Counsel was asked to go after the insurance company because they still have not paid us. After three months of submitting information and

not hearing back from the insurance company, we asked the Attorney to start the legal process to force them into paying us.

- We will put painting into the FY 2019 budget.
- Mr. Falduto asked that a package be prepared to include who will be painting the outside of the facilities and the interior of the facilities.
- Mr. Bitgood felt the double doors, located in several places and in the Sports Bar, should be replaced. He received a cost estimate.
- Mr. Falduto would like a quote to replace the doors and a quote to repair the doors.
- Mr. Bitgood wants to look into is replacing the white aluminum railings around the pool area. They are starting to deteriorate.
- Ms. Egan stated the contractor was scheduled to come, but unable to. They are supposed to be getting the cost for the bocce courts and will be here next week.
- Mr. Bitgood noted another item we have to look into at some point is new windows in the Library and Exercise Room. The sun comes in the Exercise Room all afternoon and the air conditioning is running constantly. It gets really hot in there.
- Green folding chair replacement was discussed.
- Mr. Bitgood commented on the following:
 - Green folding chairs replacement.
 - Later in the meeting, a proposal from the District Engineer to replace the mainlines, will be discussed. In the last 18 months, \$70,000 was spent on repairs to the mainlines.
 - Lake erosion. There are multiple areas where it is really getting bad. He asked the District Engineer to come up with a plan. After talking to the Engineer, it would cost an estimated \$10,000 to alleviate the problem.
 - Mr. Falduto noted last year at our budget workshop, Mr. Bloom of Inframark, advised us that even though the bond will be paid off in 2020; in 2021, 2022, and 2023, we will be required to put all the money paying for the bonds into Reserves so that money would not become available to us until 2024, according to what Mr. Bloom told us.
 - A discussion ensued on replacing the mainlines and the possible costs.

- Mr. Koncar noted we will bring back to the Board options on financing, which will tie into your next meeting discussion on the O&M. On the Capital items, we want to come up with an estimate and ideas on financing options that are available. We will work on that based on today's discussion.
 - Mr. Bitgood noted we have over \$300,000 in Reserves for Roads. This will be discussed in the regular meeting.
 - Mr. Bitgood noted before next month's meeting, a workshop will be scheduled at 9:00 a.m. at which time, the O&M budget for fiscal year 2019 will be discussed. In May, the Board will have to have a continued meeting because the June meeting is the date when the District's budget needs to be submitted to Charlotte County.
- An audience member commented on the railings.
 - Audience members commented on the FY 2019 budget.

THIRD ORDER OF BUSINESS

Adjournment

There being no further workshop discussions, this portion of the meeting was adjourned.

REGULAR MEETING

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Bitgood called the meeting to order and Mr. Koncar called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

There being no audience comments, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Approval of the Minutes of the February 15, 2018 Meeting

- Corrections were requested and will be incorporated into the final minutes. A correction was made to Resolution 2018-02.

On MOTION by Mr. Bell seconded by Mr. Falduto with all in favor the minutes of the February 15, 2018 meeting were approved as amended.

B. Financial Statements and Check Register

On MOTION by Mr. Bell seconded by Mr. Falduto with all in favor the Financial Statements were accepted and the Check Register was approved.

FIFTH ORDER OF BUSINESS

Old Business

A. Bocce Court Improvements

- Ms. Egan updated the Board on the status of the bocce court improvements.
- She has tried contacting vendors with no success.
- She will report on this issue at the next meeting.
- Mr. Bell asked about scoreboards ordered a month ago. Ms. Egan will follow up.

B. Discussion on Mainline Replacement Project

- Mr. Bitgood noted CPH provided us with a contract for a complete irrigation plan for the mainlines. The cost is \$49,900. He read from the contract, *“The system will be designed to utilize as much of the existing pumps and irrigation wells as feasible and be designed to be converted to reclaimed water once service is available to the CDD. CPH will utilize record drawings and information provided by the client along with field measurements and aerals to aid in preparation of the plans. This contract includes the design of the plans in order to obtain pricing and establish a funding plan for the improvements. Design of the complete construction plans and permitting of the improvements is not included in this contract.”*
- Mr. Bitgood noted this is just to do the engineering plan, not to do the construction plans.
- A discussion ensued on the items included in the CPH contract. Changes need to be made in the contract. Mr. Bitgood will speak to District Counsel on this contract.

On MOTION by Mr. Bell seconded by Mr. Falduto with all in favor the CPH, Inc. proposal was tabled in order to make corrections to the proposal and then presented again to the Board.

- Ms. Egan noted the scoreboards were shipped on March 6, 2018 and are in transit.

SIXTH ORDER OF BUSINESS

New Business

A. Roads

- Mr. Bitgood noted we have a proposal from Sunland Paving to correct seven areas in the Park, for example, at the intersection of Red Oak and Heritage Oak and other areas. Total cost for the repairs would be \$58,430.

Mr. Falduto MOVED to approve Sunland Paving making repairs on the roads in the District at a cost not-to-exceed \$58,430 and Mr. Oppenheim seconded the motion.

- A discussion ensued on the proposal process.

On VOICE vote with Mr. Falduto, Mr. Bitgood, Mr. Oppenheim and Mr. Carey voting aye and Mr. Bell voting nay, the prior motion passed.

B. Fitness Equipment

- Ms. Egan discussed quotes received from different vendors for fitness equipment.
- She noted fitness room equipment proposals from FitRev and Commercial Fitness Products were rated as “good”, “better” and “best” levels.
- The Board decided on the purchase of “good level” from FitRev Exercise Equipment.

Mr. Falduto MOVED to purchase the “good level” exercise equipment from FitRev including three treadmills and one bicycle and Mr. Oppenheim seconded the motion.

- Discussion ensued on the equipment and warranties. An extended warranty would be an additional purchase.
- An amended motion was made to include the extended warranties.

On MOTION by Mr. Bell seconded by Mr. Falduto with all in favor the prior motion was amended to include \$1,200 for extended warranties to the exercise equipment.

- Discussion ensued on the amount for the extended warranties.

Mr. Bell MOVED to amend the prior motion a second time to make it \$1,248 for the extended warranties and Mr. Falduto seconded the motion.

- Discussion ensued on the above.

On VOICE vote the prior amended motion was approved.

- Mr. Bitgood discussed the original motion.
- Mr. Carey asked whether residents use the present equipment.

On MOTION by Mr. Bell seconded by Mr. Falduto with all in favor to purchase the “good level” exercise equipment from FitRev of three treadmills and one bicycle at a cost of \$9,393.96 was approved.

C. Tennis Courts

- Ms. Egan noted there were two quotes in the agenda package; one from Sport Surfaces and the other from Lawson Courts.
- They use fiberglass mesh membrane over cracks.

On MOTION by Mr. Oppenheim seconded by Mr. Falduto with all in favor the renovation of the tennis courts by Sports Surfaces using fiberglass mesh membrane in addition to painting of the pickle ball lines at a cost not-to-exceed \$17,100 was approved.

D. Surplus Equipment

- Mr. Bitgood noted currently we have a golf cart and the old circuit computers we worked on previously.
 - He was approached by the Neighborhood Watch about the golf cart. They are requesting, after we declare it a surplus, we give the golf cart to the Neighborhood Watch.
 - Ms. Egan noted we have 5 Surface tablets and six keyboards.
 - Mr. Bell asked are there any restrictions on who and what we can donate?
 - Mr. Koncar noted there is a process the Board has to declare. They can sell or donate it to a non-profit organization. He will verify with District Counsel.
 - You can declare a surplus or you can donate to a non-profit.

- Mr. Koncar recommended declaring the equipment surplus at this meeting and then bring back the recommendation to resolve the questions on how to get rid of the items at the next meeting.

On MOTION by Mr. Falduto seconded by Mr. Bell with all in favor declaring the golf cart and the five Surface tablets as surplus was approved.

SEVENTH ORDER OF BUSINESS

In-House Staff Reports

- Ms. Columbus noted she researched information on sun sails.
 - An engineer did an estimate for sun sails. She noted it cost \$40,000 for them. She will investigate other possibilities.
 - She reviewed activities that took place in the last month and reviewed upcoming events.
- Field Report: Mr. Koncar noted we did the inspection, but the Field Report was not completed in time to include in agenda package. It will be sent to the Supervisors individually as follow up to the meeting notes. We will get back on schedule and the Field Report will be in the agenda package for the next Board meeting.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

- Mr. Bitgood reported he asked the District Counsel to contact the insurance company and FEMA. It has been more than three months since the District submitted all the claims and have not heard anything. So far, the District has spent over \$58,000 that is Irma related; including the Clubhouse, maintenance, picking up all trash in the pool area, cleaning all the roads. We expect the majority of that to come back.

B. Engineer

- Mr. Bitgood noted the engineer gave us a proposal for bank restoration in the lake for \$8,400.
- This will be discussed with the District Counsel and will be tabled until the next meeting.

C. Manager

- i. **Consideration of Resolution 2018-02 General Election Resolution Confirming District User of Charlotte County SOE to Continue**

Conducting District's Election of Supervisors in Conjunction with the General Election

- Mr. Koncar reviewed Resolution 2018-02 noting Seat 3, Mr. Bell, and Seat 4, Mr. Oppenheim, are up at November General Elections.

On MOTION by Mr. Bell seconded by Mr. Oppenheim with all in favor Resolution 2018-02 Confirming the District's Use of the Charlotte County Supervisor of Elections to Continue Conducting the District's Election of Supervisors in Conjunction with the General Election was adopted.

ii. Discussion on the Budget for Fiscal Year 2019

- Mr. Koncar noted at the workshop this morning, the Fiscal Year 2019 budget process was discussed.
 - Capital items were reviewed. He will bring back information on Capital Items at the next meeting including options for funding Capital items.
 - A workshop will be held to discuss the O&M part of the budget on April 19, 2018 at 9:00 a.m. with the regular meeting at 10:00 a.m.
 - Mr. Bitgood noted we will review item by item at the workshop.
 - Mr. Koncar noted a draft budget will be presented at the workshop.

On MOTION by Mr. Falduto and seconded by Mr. Oppenheim with all in favor to hold a workshop on Thursday, April 19, 2018 at 9:00 a.m. to discuss the Operations and Maintenance Budget prior to the regular meeting at 10:00 a.m. was approved.

- Mr. Bitgood noted our June meeting is the 14th. We are required by law to have our budget submitted by June 15th so we will have to have a continued meeting in May to approve the budget in order to submit the budget to the County to meet the deadline. He asked to have the continued meeting one week after the regular meeting on May 17th which would be May 24th. The Board agreed to have the continued meeting on May 24th at 10:00 a.m.

NINTH ORDER OF BUSINESS

On-Site Administration Report – Project Updates

- Ms. Egan gave the following updates:
 - All the toilets were replaced.

- The hot water heater was replaced.
- The permit for the Lodge windows was received. They will be delivered this afternoon.
- She reviewed the proximity cards and keys. If we want the company to come in and register 250 proximity cards, it would cost \$1,060.
- A long discussion ensued on the proximity cards and keys.

On MOTION by Mr. Falduto seconded by Mr. Oppenheim with Mr. Falduto, Mr. Oppenheim, Mr. Carey and Mr. Bitgood voting aye and Mr. Bell voting nay, acquisition of proximity cards for a total price of \$1,060 was approved.

TENTH ORDER OF BUSINESS

Supervisor Requests

- Mr. Bell would like to form a committee to research the contract for the management company to see where we stand.
 - He noted we currently pay 25% or more of our budget to the management company and felt that is a lot of money for what we get in return. He asked the Board to think about it and at the next meeting discuss it.
 - He recommended the Chairperson nominate one Board member and two former Board members to research in order to circumvent the Sunshine Law.
 - Mr. Koncar noted if the Board appoints a committee for any reason, an advertisement would have to be placed.
 - Mr. Carey commented on sliding and skidding of the chairs.
 - Mr. Carey noted at last month's meeting there were comments made about the cleanliness in the kitchen. Because of some of the hysteria and threats made, Mr. Falduto, acting as the Chairman, decided to terminate the usage of the kitchen. We contacted the District Attorney. The Board has the fiduciary responsibility to the residents of the Park to ensure their health and safety.
 - Mr. Bitgood noted we should have received a written response from the Attorney by now.
 - A set of rules should be drafted on kitchen procedures for the next meeting.
 - Mr. Falduto gave a brief summary of what happened in the kitchen. At the last Board meeting, Ms. Nancy Cassidy brought up issues detrimental to

cleanliness and sanitation of the kitchen. They had a discussion afterwards and based on that, entry to the kitchen was suspended until the hot water issue was dealt with.

- This issue was brought up on Social Media and residents threatened to sue.
 - Mr. Falduto described how this was resolved and changes were made.
 - Mr. Koncar noted polling the Board between meetings is not appropriate and could be a Sunshine violation issue.
 - The Board can establish rules and procedures. He recommended it be done through a rulemaking process. Because of timeframes for advertisements, this cannot take place until the June meeting. Mr. Koncar was requested to start the process or guidelines of rulemaking.
 - He noted if the Board wanted to consider that, they can authorize the establishment of a public hearing for rulemaking.
 - Mr. Bell wanted an outline or a rough draft that Mr. Koncar could present instead of having a special meeting.
 - Mr. Koncar will prepare a draft of rules and procedures the Board can consider. Then if the Board wants to make a formal process, a public hearing can be advertised.
- Ms. Egan noted her credit card number was stolen. The bank gave her a hard time. She was asking for the possibility of changing banks for District funds.

Mr. Falduto MOVED to authorize Inframark to review changing banks for the District's funds and Mr. Carey seconded the motion.

- Mr. Bell asked what bank will we go to?
- Mr. Koncar noted it is going to have to be a Certified Public Depository Bank and not every bank is eligible. He will research and let the Board know which bank is eligible.
- In response to a question, Ms. Egan noted the issue with her card has been resolved.

On VOICE vote with all in favor the prior motion passed.

- Mr. Bitgood noted DRC Day was very successful. He thanked everyone involved.

ELEVENTH ORDER OF BUSINESS

Audience Comments

- Ms. Caron Roszatycki commented she wanted the Board to do a survey on certain issues.
 - She also wanted meetings to be held in the afternoons.
- Mr. Roger Roczatycki commented on the 2020 bond.
- Mr. Bob Simon commented he has lived in the Park for seven years and this has been the nastiest he has seen the Park.
 - He spoke about the maintenance and condition of the Park. He noted when Ray, Maintenance Technician, was here, there were not as many issues.
- Ms. Nancy Cassidy commented more pickle ball paddles are needed.
 - She commented on kitchen cleanliness.
- Ms. Sandy Walter commented on lake restoration; procedure for removal of trees or trimming and on waste management costs.

TWELFTH ORDER OF BUSINESS

Adjournment

- Mr. Bitgood noted the next meeting is April 19th at 10:00 a.m. with the workshop on the same day at 9:00 a.m. to discuss the budget.
- There being no further business, the meeting was adjourned.

Robert Koncar
Secretary

Brian Bitgood
Chairman

4B

HERITAGE OAK PARK
Community Development District

Financial Report

March 31, 2018

Prepared by



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HERITAGE OAK PARK
Community Development District

Financial Statements

(Unaudited)

March 31, 2018

Balance Sheet
March 31, 2018

ACCOUNT DESCRIPTION	GENERAL FUND	IRRIGATION FUND	SERIES 2008 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 660,524	\$ -	\$ -	\$ 660,524
Cash On Hand/Petty Cash	200	-	-	200
Accounts Receivable	8,450	-	-	8,450
Accounts Receivable - Other	750	-	-	750
Allowance - Doubtful Accounts	(916)	(102)	(310)	(1,328)
Assessments Receivable	916	102	310	1,328
Due From Other Funds	-	-	227,425	227,425
Investments:				
Money Market Account	470,712	-	-	470,712
Prepaid Items	400	-	-	400
Deposits	8,175	-	-	8,175
TOTAL ASSETS	\$ 1,149,211	\$ -	\$ 227,425	\$ 1,376,636
<u>LIABILITIES</u>				
Accounts Payable	\$ 7,203	\$ -	\$ -	\$ 7,203
Accrued Expenses	8,547	2,500	-	11,047
Sales Tax Payable	16	-	-	16
Deposits	9,130	-	-	9,130
Deferred Revenue	3,375	-	-	3,375
Due To Other Funds	211,072	16,353	-	227,425
TOTAL LIABILITIES	239,343	18,853	-	258,196
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	400	-	-	400
Deposits	8,175	-	-	8,175
Restricted for:				
Debt Service	-	-	227,425	227,425
Assigned to:				
Operating Reserves	127,293	-	-	127,293
Reserves-Recreation Facilities	9,191	-	-	9,191
Reserves -Roads & Streetlights	333,055	-	-	333,055
Reserves - Roof	75,000	-	-	75,000
Reserves - Swimming Pools	21,475	-	-	21,475
Unassigned:	335,279	(18,853)	-	316,426
TOTAL FUND BALANCES	\$ 909,868	\$ (18,853)	\$ 227,425	\$ 1,118,440
TOTAL LIABILITIES & FUND BALANCES	\$ 1,149,211	\$ -	\$ 227,425	\$ 1,376,636

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-18 BUDGET	MAR-18 ACTUAL
REVENUES							
Interest - Investments	\$ 5,000	\$ 2,500	\$ 2,410	\$ (90)	48.20%	\$ 417	\$ 838
Interlocal Agreement	3,000	1,500	1,500	-	50.00%	750	750
Room Rentals	500	250	407	157	81.40%	42	98
Recreational Activity Fees	41,500	20,750	24,480	3,730	58.99%	3,458	2,514
Special Assmnts- Tax Collector	723,875	673,875	671,076	(2,799)	92.71%	5,000	12,700
Special Assmnts- Discounts	(28,955)	(26,655)	(25,775)	880	89.02%	(600)	(312)
Other Miscellaneous Revenues	600	300	750	450	125.00%	50	750
Gate Bar Code/Remotes	1,000	500	506	6	50.60%	83	140
TOTAL REVENUES	746,520	673,020	675,354	2,334	90.47%	9,200	17,478
EXPENDITURES							
Administration							
P/R-Board of Supervisors	12,000	6,000	5,600	400	46.67%	1,000	1,000
FICA Taxes	918	459	428	31	46.62%	77	77
ProfServ-Engineering	1,000	500	-	500	0.00%	83	-
ProfServ-Legal Services	3,000	1,500	1,523	(23)	50.77%	250	866
ProfServ-Mgmt Consulting Serv	60,738	30,369	30,369	-	50.00%	5,062	5,062
ProfServ-Special Assessment	10,169	10,169	10,169	-	100.00%	-	-
Auditing Services	5,750	-	-	-	0.00%	-	-
Communication/Freight - Gen'l	900	450	395	55	43.89%	75	114
Insurance - General Liability	9,625	9,625	10,910	(1,285)	113.35%	-	-
Legal Advertising	1,100	455	365	90	33.18%	-	(90)
Miscellaneous Services	1,200	600	153	447	12.75%	100	27
Misc-Bank Charges	2,400	1,200	920	280	38.33%	200	164
Misc-Assessmnt Collection Cost	14,478	13,592	12,906	686	89.14%	148	248
Office Supplies	360	180	-	180	0.00%	30	-
Annual District Filing Fee	175	175	175	-	100.00%	-	-
Total Administration	123,813	75,274	73,913	1,361	59.70%	7,025	7,468
Other Public Safety							
Contracts-Mgmt Services	7,725	3,863	3,863	-	50.00%	644	644
R&M-Gate	3,000	1,500	1,992	(492)	66.40%	250	426
R&M-Gatehouse	1,200	600	102	498	8.50%	100	102
R&M-Security Cameras	2,000	1,000	100	900	5.00%	167	-
Total Other Public Safety	13,925	6,963	6,057	906	43.50%	1,161	1,172
Field							
Contracts-Mgmt Services	110,739	55,370	55,370	-	50.00%	9,228	9,228
Contracts-Lake and Wetland	6,120	3,060	3,060	-	50.00%	510	510
Contracts-Landscape	82,016	41,008	41,998	(990)	51.21%	6,835	7,000
Utility - General	37,200	18,600	18,399	201	49.46%	3,100	2,764
Utility - Water & Sewer	12,000	6,000	3,112	2,888	25.93%	1,000	450
Insurance - General Liability	32,011	32,011	26,941	5,070	84.16%	-	-
R&M-Drainage	10,000	10,000	10,027	(27)	100.27%	9,230	9,258
R&M-Entry Feature	7,000	120	120	-	1.71%	-	-
R&M-Lake	2,100	1,050	916	134	43.62%	175	-
R&M-Plant Replacement	3,500	-	-	-	0.00%	-	-
R&M-Trees and Trimming	6,000	1,750	1,750	-	29.17%	1,750	1,750
Misc-Special Projects	10,930	8,430	8,430	-	77.13%	2,310	2,310
Misc-Hurricane Expense	-	-	58,424	(58,424)	0.00%	-	-
Misc-Contingency	5,000	2,500	3,373	(873)	67.46%	417	4
Total Field	324,616	179,899	231,920	(52,021)	71.44%	34,555	33,274

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-18 BUDGET	MAR-18 ACTUAL
Road and Street Facilities							
R&M-Parking Lots	250	-	-	-	0.00%	-	-
R&M-Roads & Alleyways	7,000	1,726	1,726	-	24.66%	580	580
R&M-Sidewalks	3,960	-	-	-	0.00%	-	-
R&M-Streetlights	9,500	3,927	3,927	-	41.34%	1,970	1,970
Misc-Contingency	3,000	-	-	-	0.00%	-	-
Cap Outlay - Sidewalk Impr	10,000	3,847	3,847	-	38.47%	-	-
Cap Outlay - Streetlight Impr	15,200	-	-	-	0.00%	-	-
Reserve - Roads & Streetlights	5,369	-	-	-	0.00%	-	-
Total Road and Street Facilities	54,279	9,500	9,500	-	17.50%	2,550	2,550
Parks and Recreation - General							
Contracts-Mgmt Services	59,307	29,654	29,654	-	50.00%	4,942	4,942
Contracts-Janitorial Services	16,560	8,280	8,280	-	50.00%	1,380	1,380
Contracts-Pools	10,800	5,400	5,400	-	50.00%	900	900
Contracts-Pest Control	1,100	1,100	1,048	52	95.27%	-	-
Communication - Telephone	7,320	3,660	3,607	53	49.28%	610	620
R&M-Clubhouse	18,000	9,000	15,486	(6,486)	86.03%	1,500	2,694
R&M-Parks	6,600	3,300	7,626	(4,326)	115.55%	550	175
R&M-Pools	6,000	3,000	1,035	1,965	17.25%	500	253
R&M - Tennis Courts	20,000	10,000	5,643	4,357	28.22%	1,667	5,643
Miscellaneous Services	2,400	1,200	1,645	(445)	68.54%	200	53
Misc-Holiday Decor	500	500	469	31	93.80%	-	-
Misc-Cable TV Expenses	940	470	491	(21)	52.23%	78	82
Office Supplies	2,160	1,080	1,797	(717)	83.19%	180	432
Op Supplies - General	2,700	1,350	875	475	32.41%	225	214
Cap Outlay - Equipment	5,000	5,000	12,224	(7,224)	244.48%	-	-
Cap Outlay-Clubhouse	21,500	21,500	39,914	(18,414)	185.65%	-	(938)
Reserve - Roof	5,000	-	-	-	0.00%	-	-
Reserve - Swimming Pools	2,500	-	-	-	0.00%	-	-
Total Parks and Recreation - General	188,387	104,494	135,194	(30,700)	71.76%	12,732	16,450
Special Recreation Facilities							
Miscellaneous Services	4,500	2,250	1,519	731	33.76%	375	296
Misc-Event Expense	12,000	6,000	19,693	(13,693)	164.11%	1,000	9,706
Misc-Social Committee	24,000	12,000	7,716	4,284	32.15%	2,000	1,355
Misc-Trips and Tours	500	250	-	250	0.00%	42	-
Office Supplies	500	250	596	(346)	119.20%	42	-
Total Special Recreation Facilities	41,500	20,750	29,524	(8,774)	71.14%	3,459	11,357
TOTAL EXPENDITURES	746,520	396,880	486,108	(89,228)	65.12%	61,482	72,271
Excess (deficiency) of revenues Over (under) expenditures	-	276,140	189,246	(86,894)	0.00%	(52,282)	(54,793)
Net change in fund balance	\$ -	\$ 276,140	\$ 189,246	\$ (86,894)	0.00%	\$ (52,282)	\$ (54,793)
FUND BALANCE, BEGINNING (OCT 1, 2017)	720,622	720,622	720,622				
FUND BALANCE, ENDING	\$ 720,622	\$ 996,762	\$ 909,868				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-18 BUDGET	MAR-18 ACTUAL
REVENUES							
Interest - Investments	\$ 24	\$ 12	\$ 11	\$ (1)	45.83%	\$ 2	\$ 4
Special Assmnts- Tax Collector	84,719	77,281	78,540	1,259	92.71%	859	1,486
Special Assmnts- Discounts	(3,389)	(3,191)	(3,017)	174	89.02%	(74)	(36)
Other Miscellaneous Revenues	3,500	1,750	-	(1,750)	0.00%	292	-
TOTAL REVENUES	84,854	75,852	75,534	(318)	89.02%	1,079	1,454
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost	1,694	1,545	1,510	35	89.14%	37	29
Total Administration	1,694	1,545	1,510	35	89.14%	37	29
Field							
Contracts-Irrigation	45,000	22,500	23,514	(1,014)	52.25%	3,750	3,919
R&M-Irrigation	36,000	18,000	40,659	(22,659)	112.94%	3,000	6,414
R&M-Pumps	2,160	1,080	6,530	(5,450)	302.31%	-	-
Total Field	83,160	41,580	70,703	(29,123)	85.02%	6,750	10,333
TOTAL EXPENDITURES	84,854	43,125	72,213	(29,088)	85.10%	6,787	10,362
Excess (deficiency) of revenues							
Over (under) expenditures	-	32,727	3,321	(29,406)	0.00%	(5,708)	(8,908)
Net change in fund balance	\$ -	\$ 32,727	\$ 3,321	\$ (29,406)	0.00%	\$ (5,708)	\$ (8,908)
FUND BALANCE, BEGINNING (OCT 1, 2017)	(22,174)	(22,174)	(22,174)				
FUND BALANCE, ENDING	\$ (22,174)	\$ 10,553	\$ (18,853)				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-18 BUDGET	MAR-18 ACTUAL
REVENUES							
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
Special Assmnts- Tax Collector	214,897	194,705	199,223	4,518	92.71%	1,298	3,770
Special Assmnts- Discounts	(8,596)	(7,908)	(7,770)	138	90.39%	(30)	(4)
TOTAL REVENUES	206,301	186,797	191,453	4,656	92.80%	1,268	3,766
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost	4,298	3,819	3,819	-	88.86%	30	75
Total Administration	4,298	3,819	3,819	-	88.86%	30	75
Debt Service							
Principal Debt Retirement	179,804	-	-	-	0.00%	-	-
Interest Expense	24,913	12,559	12,580	(21)	50.50%	-	-
Total Debt Service	204,717	12,559	12,580	(21)	6.15%	-	-
TOTAL EXPENDITURES	209,015	16,378	16,399	(21)	7.85%	30	75
Excess (deficiency) of revenues Over (under) expenditures	(2,714)	170,419	175,054	4,635	-6450.04%	1,238	3,691
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(2,714)	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	(2,714)	-	-	-	0.00%	-	-
Net change in fund balance	\$ (2,714)	\$ 170,419	\$ 175,054	\$ 4,635	-6450.04%	\$ 1,238	\$ 3,691
FUND BALANCE, BEGINNING (OCT 1, 2017)	52,371	52,370	52,371				
FUND BALANCE, ENDING	\$ 49,657	\$ 222,789	\$ 227,425				

Notes to the Financial Statements
March 2018

Financial Overview / Highlights

- ▶ Total General Fund revenues are at approximately 90.5% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 65.1% of the Annual Budget.

Balance Sheet

Account Name	Annual Budget	YTD Actual	Explanation
Assets			
Accounts Receivable		8,450	Sale of Garage for \$12,000 less 23 payments by HOPCA of \$375/qtr = (\$3,375) plus (\$500) owed to the district from HOPCA for an invoice paid by the CDD, (\$4,575) owed to the district from Grau
Accounts Receivable-Other		750	Accrued Interlocal Agreement - 2nd Qtr
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		227,425	Assessments collected in General Fund - Due from General Fund to Debt Service fund
Prepaid Items		400	Entertainment deposits for March and April
Deposits		8,175	Deposits with FPL for sprinkler pumps and street lights.
Liabilities			
Accounts Payable		7,203	Invoices for current month but not paid in current month
Accrued Expenses		11,047	Irrigation service charge for Oct-Feb, irrigation maintenance, phone
Deposits		9,130	Refundable Fitness Room key deposits
Deferred Revenue		3,375	Balance due on Garage
Due to Other Funds		227,425	Due to the General fund from the Irrigation fund and due to Debt Service fund from the General fund

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
General Fund 001				
Revenues				
Room Rentals	500	407	81.40%	Rental of Sports Bar and Lounge less Sales Tax paid.
Special Assessments-Tax Collector	723,875	671,076	92.71%	Collections were at 92.52% at this time last year
Expenditures				
<u>Administrative</u>				
ProfServ-Legal Services	3,000	1,523	50.77%	Legal services for agreements and food service issues
ProfServ-Special Assessment	10,169	10,169	100.00%	Assessment roll preparation fees
Insurance-General Liability	9,625	10,910	113.35%	Insurance paid in full for year
<u>Public Safety</u>				
R&M-Gate	3,000	1,992	66.40%	Gate remotes, entry arm LED lights, new 17' LED gate arm installed, Doorking IM server subscription, back entrance gate arm bracket
<u>Field</u>				
Contracts-Landscape	82,016	41,998	51.21%	Landscape charges increased more than budgeted
Insurance-General Liability	32,011	26,941	84.16%	Insurance paid in full for year
R&M-Drainage	10,000	10,027	100.27%	Cast iron grinder pump, stones for washout, concrete, remove/replace grates with steel grates
Misc-Special Projects	10,930	8,430	77.13%	Prepare area for bench pads, access control installation, retrofit 14 canlights to LED
Misc-Hurricane Expense	-	58,424	0.00%	Deposit on new floors from Hurricane Irma damage, lodge ceiling repairs

Notes to the Financial Statements
March 2018

Variance Analysis (continued)

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (con't)				
<u>Parks & Recreation</u>				
Contracts-Pest Control	1,100	1,048	95.27%	Pest control paid for year
R&M-Clubhouse	18,000	15,486	86.03%	Paint kitchen, install fan, replace electrical items, special kitchen cleaning, frame for lodge, bike rack, access control installation, kitchen keyless entry, 5yr sprinkler inspection, annual sprinkler inspection, backflow certification, install can lights in office, temp help to clean offices, retrofit can lights to LED, replace uplights on trees, lightbulbs, remove/replace tankless water heater, retrofit 18 lights to LED, signs in Lodge
R&M-Parks	6,600	7,626	115.55%	Motion detector for fitness center, bocce court rake/squeegee, pool gate latch, new handle for gate, 4 new benches, Sunsetter awning repair, access control installation, bocce court sand and labor to help spread, ac repair, sports bar thermostat, bocce balls/court supplies/plaque, replace 2 lights on pergola with LED, fish pond pump, wall tiles, new cabinet
Miscellaneous Services	2,400	1,645	68.54%	Misc supplies for office cleaning and move, signs for bulletin board, internet bridge, employee gift cards
Misc-Holiday Decor	500	469	93.80%	Holiday decorations for Lodge
Misc-Cable TV Expenses	940	491	52.23%	Cable service increased in November more than budgeted
Office Supplies	2,160	1,797	83.19%	Office supplies, antivirus protection, Office 365 for Board
Cap Outlay - Equipment	5,000	12,224	244.48%	New windows for Lodge and Sports Bar, new rocking chairs
Cap Outlay - Clubhouse	21,500	39,914	185.65%	New kitchen counters, office renovations draw #1, new office furniture, replace 8 toilets in Clubhouse/Pool
<u>Special Recreation Facilities</u>				
Misc-Event Expense	12,000	19,693	164.11%	Various event expenses
Office Supplies	500	596	119.20%	Misc office supplies, printer ink
Irrigation Fund 002				
Revenues				
Special Assessments-Tax Collector	84,719	78,540	92.71%	Collections were at 92.52% at this time last year
Expenditures				
<u>Field</u>				
R&M-Irrigation	36,000	40,659	112.94%	Monthly irrigation service, repairs to mainline breaks
R&M-Pumps	2,160	6,530	302.31%	Bi-monthly pump maintenance, replace 5hp submersible pump/motor #9
Debt Service Fund 202				
Revenues				
Special Assessments-Tax Collector	214,897	199,223	92.71%	Collections were at 92.52% at this time last year
Expenditures				
Principal Debt Payment	179,804	-	0.00%	Next Principal payment to be made in May 2018
Interest Payment	24,913	12,580	50.50%	Next Interest payment to be made in May 2018

HERITAGE OAK PARK

Community Development District

Supporting Schedules

March 31, 2018

Non-Ad Valorem Special Assessments - Charlotte County Tax Collector
Monthly Collection Distributions
For the Fiscal Year Ending September 30, 2018

					ALLOCATION		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund Assessments	Irrigation Fund Assessments	Debt Service Fund Assessments
Assessments Levied				\$1,023,490	\$723,873	\$84,719	\$214,897
Allocation %				100%	71%	8%	21%
11/09/17	\$ 28,899	\$ 1,204	\$ 590	\$ 30,693	\$ 21,708	\$ 2,541	\$ 6,444
11/14/17	4,168	174	85	4,427	3,131	366	929
11/21/17	30,360	1,265	620	32,244	22,805	2,669	6,770
11/28/17	123,488	5,145	2,520	131,154	92,760	10,856	27,538
12/07/17	108,206	4,509	2,208	114,922	81,280	9,513	24,130
12/14/17	102,983	4,291	2,102	109,375	77,357	9,054	22,965
12/21/17	138,814	5,784	2,833	147,431	104,272	12,204	30,955
01/11/18	308,787	12,866	6,302	327,955	231,949	27,146	68,859
02/08/18	31,087	961	634	32,683	23,115	2,705	6,862
03/08/18	17,252	352	352	17,956	12,700	1,486	3,770
TOTAL	\$ 894,043	\$ 36,551	\$ 18,246	\$ 948,840	\$ 671,076	\$ 78,540	\$ 199,223
% COLLECTED				92.71%	92.71%	92.71%	92.71%
TOTAL OUTSTANDING				\$ 74,650	\$ 52,797	\$ 6,179	\$ 15,674

Cash Flow Projections - Summary by Month
Operations & Maintenance
Fiscal Year 2017 - 2018

<u>Month</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Variance</u>	<u>Balance</u>
Cash Balance as of March 31, 2018				660,524
Investment - Money Market Account				470,712
Irrigation Fund owes General Fund				16,353
General Fund owes Irrigation fund and Debt Service fund				(227,425)
Adjusted Balance				<u>920,164</u>
April	51,484	52,967	(1,483)	918,681
May	7,345	55,295	(47,950)	870,731
June	7,796	52,878	(45,082)	825,649
July	6,343	51,065	(44,721)	780,928
August	3,271	50,465	(47,194)	733,734
September	4,437	119,634	(115,196)	618,538

Other Investments - Certificates of Deposit

Certificate of Deposits - Various Maturities	102,816
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HERITAGE OAK PARK

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances**Trend Report****For the Period Ending March 31, 2018**

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL	
	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Projected FY 2018	Actual Budget
Revenues														
Interest - Investments	\$ 342	\$ 258	\$ 302	\$ 341	\$ 330	\$ 838	\$ 385	\$ 385	\$ 385	\$ 385	\$ 385	\$ 385	\$ 4,721	\$ 5,000
Interlocal Agreement	-	-	750	-	-	750	-	-	750	-	-	750	3,000	3,000
Room Rentals	309	-	-	-	-	98	75	75	-	75	-	-	632	500
Recreational Activity Fees	1,381	4,069	3,125	6,494	6,896	2,514	3,000	2,500	2,500	2,500	2,500	3,000	40,480	41,500
Special Assmnts- Tax Collector	-	140,403	262,909	231,949	23,115	12,700	43,799	3,000	3,000	2,998	-	-	723,873	723,875
Special Assmnts- Discounts	-	(5,272)	(10,211)	(9,271)	(709)	(312)	(438)	-	-	-	-	-	(26,213)	(28,955)
Other Miscellaneous Revenues	-	-	-	-	-	750	50	50	50	50	50	50	1,050	600
Gate Bar Code/Remotes	-	-	-	-	365	140	83	83	-	83	83	-	838	1,000
Total Revenues	2,032	139,458	256,875	229,513	29,997	17,478	46,954	6,093	6,685	6,091	3,019	4,185	748,381	746,520
Expenditures														
Administrative														
P/R-Board of Supervisors	1,000	1,000	1,000	800	800	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,600	12,000
FICA Taxes	77	77	77	61	61	77	77	77	77	77	77	77	887	918
ProfServ-Engineering	-	-	-	-	-	-	-	-	-	-	-	440	440	1,000
ProfServ-Legal Services	656	-	-	-	-	866	-	-	-	-	-	1,000	2,523	3,000
ProfServ-Mgmt Consulting Serv	5,062	5,062	5,062	5,062	5,062	5,062	5,062	5,062	5,062	5,062	5,062	5,062	60,738	60,738
ProfServ-Special Assessment	-	-	10,169	-	-	-	-	-	-	-	-	-	10,169	10,169
Auditing Services	-	-	-	-	-	-	1,000	4,750	-	-	-	-	5,750	5,750
Communication/Freight - Gen'l	82	39	52	70	38	114	75	75	75	75	75	75	845	900
Insurance - General Liability	10,910	-	-	-	-	-	-	-	-	-	-	-	10,910	9,625
Legal Advertising	97	267	-	90	-	(90)	-	-	736	-	-	-	1,100	1,100
Miscellaneous Services	25	1	39	24	39	27	100	100	100	100	100	100	753	1,200
Misc-Bank Charges	143	179	110	178	145	164	175	175	175	175	175	175	1,969	2,400
Misc-Assessmnt Collection Cost	-	2,703	5,054	4,454	448	248	876	60	60	60	-	-	13,963	14,478
Office Supplies	-	-	-	-	-	-	30	30	30	30	30	30	180	360
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	175
Total Administrative	18,226	9,327	21,562	10,738	6,592	7,467	8,394	11,328	7,314	6,578	6,518	7,958	122,002	123,813
Other Public Safety														
Contracts-Mgmt Services	644	644	644	644	644	644	644	644	644	644	644	644	7,725	7,725
R&M-Gate	-	110	125	864	467	426	200	200	200	200	200	200	3,192	3,000
R&M-Gatehouse	-	-	-	-	-	102	100	100	100	100	100	100	702	1,200
R&M-Security Cameras	-	-	-	100	-	-	100	100	100	100	100	100	700	2,000
Total Other Public Safety	644	754	769	1,608	1,111	1,172	1,044	1,044	1,044	1,044	1,044	1,044	12,319	13,925

HERITAGE OAK PARK**General Fund**

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances**Trend Report****For the Period Ending March 31, 2018**

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL	
													Projected FY 2018	Actual Budget
<u>Field</u>														
Contracts-Mgmt Services	9,228	9,228	9,228	9,228	9,228	9,228	9,228	9,228	9,228	9,228	9,228	9,228	110,739	110,739
Contracts-Lake and Wetland	510	510	510	510	510	510	510	510	510	510	510	510	6,120	6,120
Contracts-Landscape	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	83,996	82,016
Utility - General	3,064	2,981	3,151	3,375	3,064	2,764	3,100	3,100	3,100	3,100	3,100	3,100	36,999	37,200
Utility - Water & Sewer	513	947	178	523	500	450	550	550	2,150	550	550	550	8,011	12,000
Insurance - General Liability	26,941	-	-	-	-	-	-	-	-	-	-	-	26,941	32,011
R&M-Drainage	-	310	459	-	-	9,258	-	-	-	-	-	-	10,027	10,000
R&M-Entry Feature	-	-	111	9	-	-	-	-	-	-	-	3,500	3,620	7,000
R&M-Lake	105	685	-	-	127	-	175	175	175	175	175	175	1,966	2,100
R&M-Plant Replacement	-	-	-	-	-	-	-	-	-	-	-	3,500	3,500	3,500
R&M-Trees and Trimming	-	-	-	-	-	1,750	-	-	-	-	-	4,250	6,000	6,000
Misc-Special Projects	-	2,130	3,990	-	-	2,310	-	-	-	-	-	2,500	10,930	10,930
Hurricane Contingency	27,959	16,507	-	-	13,959	-	-	-	-	-	-	-	58,425	-
Misc-Contingency	5	825	1,991	17	531	4	-	-	-	-	-	1,627	5,000	5,000
Total Field	75,324	41,122	26,618	20,662	34,919	33,274	20,563	20,563	22,163	20,563	20,563	35,941	372,274	324,616
<u>Road and Street Facilities</u>														
R&M-Parking Lots	-	-	-	-	-	-	-	-	-	-	-	250	250	250
R&M-Roads & Alleyways	-	-	-	544	602	580	-	-	-	-	-	5,274	7,000	7,000
R&M-Sidewalks	-	-	-	-	-	-	-	-	-	-	-	3,960	3,960	3,960
R&M-Streetlights	-	117	1,580	-	260	1,970	-	-	-	-	-	5,573	9,500	9,500
Misc-Contingency	-	-	-	-	-	-	-	-	-	-	-	3,000	3,000	3,000
Cap Outlay - Sidewalk Impr	-	3,847	-	-	-	-	-	-	-	-	-	6,153	10,000	10,000
Cap Outlay - Streetlight Impr	-	-	-	-	-	-	-	-	-	-	-	15,200	15,200	15,200
Reserve - Roads & Streetlights	-	-	-	-	-	-	-	-	-	-	-	-	-	5,369
Total Road and Street Facilities	-	3,964	1,580	544	862	2,550	-	-	-	-	-	39,410	48,910	54,279
<u>Parks and Recreation - General</u>														
Contracts-Mgmt Services	4,942	4,942	4,942	4,942	4,942	4,942	4,942	4,942	4,942	4,942	4,942	4,942	59,307	59,307
Contracts-Janitorial Services	1,380	1,380	1,380	1,380	1,380	1,380	1,380	1,380	1,380	1,380	1,380	1,380	16,560	16,560
Contracts-Pools	900	900	900	900	900	900	900	900	900	900	900	900	10,800	10,800
Contracts-Pest Control	798	250	-	-	-	-	-	-	-	-	-	-	1,048	1,100
Communication - Telephone	597	597	597	600	597	620	620	620	620	620	620	620	7,327	7,320
R&M-Clubhouse	624	1,816	5,454	3,424	1,474	2,694	1,500	1,500	1,500	1,500	1,500	1,500	24,486	18,000
R&M-Parks	-	2,123	2,539	720	2,068	175	550	550	550	550	550	550	10,926	6,600
R&M-Pools	215	194	-	280	93	253	500	500	500	500	500	500	4,035	6,000
R&M-Tennis Courts	-	-	-	-	-	5,643	-	-	-	-	-	12,000	17,643	20,000

HERITAGE OAK PARK**General Fund**

Community Development District

Statement of Revenues, Expenditures and Changes in Fund Balances**Trend Report****For the Period Ending March 31, 2018**

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL	
													Projected FY 2018	Actual Budget
Miscellaneous Services	-	209	643	564	176	53	200	200	200	200	200	200	2,845	2,400
Misc-Holiday Decor	-	-	390	78	-	-	-	-	-	-	-	-	469	500
Misc-Cable TV Expenses	76	85	85	82	82	82	82	82	82	82	82	82	982	940
Office Supplies	120	550	145	278	272	432	180	180	180	180	180	180	2,877	2,160
Op Supplies - General	-	380	51	12	218	214	225	225	225	225	225	225	2,225	2,700
Cap Outlay - Equipment	-	-	11,357	-	867	-	-	-	-	-	-	-	12,224	5,000
Cap Outlay-Clubhouse	7,525	13,918	-	19,409	-	(938)	-	-	-	-	-	-	39,914	21,500
Reserve - Roof	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
Reserve - Swimming Pools	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500
Total Parks and Recreation - General	17,177	27,344	28,484	32,669	13,069	16,450	11,079	11,079	11,079	11,079	11,079	23,080	213,668	188,387
<u>Special Recreation Facilities</u>														
Miscellaneous Services	96	443	227	209	249	296	300	300	300	300	300	300	3,319	4,500
Misc-Event Expense	34	1,179	861	3,934	3,979	9,706	2,000	2,000	2,000	2,000	2,000	2,000	31,693	12,000
Misc-Social Committee	-	2,266	288	61	3,745	1,355	2,000	2,000	2,000	2,000	2,000	2,000	19,716	24,000
Misc-Trips and Tours	-	-	-	-	-	-	-	-	-	-	-	400	400	500
Office Supplies	-	20	-	273	302	-	42	42	42	42	42	42	847	500
Total Special Recreation Facilities	130	3,908	1,376	4,477	8,275	11,357	4,342	4,342	4,342	4,342	4,342	4,742	55,975	41,500
Total Expenditures	111,501	86,419	80,388	70,698	64,828	72,270	45,422	48,356	45,942	43,606	43,546	112,175	825,149	746,520
Excess (deficiency) of revenues Over (under) expenditures	(109,469)	53,039	176,487	158,815	(34,831)	(54,792)	1,532	(42,263)	(39,257)	(37,514)	(40,527)	(107,989)	(76,768)	-
<u>Other Financing Sources (Uses)</u>														
Operating Transfers-Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net change in fund balance	\$ (109,469)	\$ 53,039	\$ 176,487	\$ 158,815	\$ (34,831)	\$ (54,792)	\$ 1,532	\$ (42,263)	\$ (39,257)	\$ (37,514)	\$ (40,527)	\$ (107,989)	\$ (76,768)	\$ -

HERITAGE OAK PARK

Community Development District

Irrigation Fund**Statement of Revenues, Expenditures and Changes in Fund Balances****Trend Report****For the Period Ending March 31, 2018**

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL	
	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Projected FY 2018	Adopted Budget
Revenues														
Interest - Investments	\$ 2	\$ 1	\$ 1	\$ 2	\$ 2	\$ 4	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 24	\$ 24
Special Assmnts- Tax Collector	-	16,432	30,770	27,146	2,705	1,486	4,321	1,000	859	-	-	-	84,719	84,719
Special Assmnts- Discounts	-	(617)	(1,195)	(1,085)	(84)	(36)	(43)	-	-	-	-	-	(3,060)	(3,389)
Other Miscellaneous Revenues	-	-	-	-	-	-	250	250	250	250	250	250	1,500	3,500
Total Revenues	2	15,816	29,576	26,063	2,623	1,454	4,530	1,252	1,111	252	252	252	83,183	84,854
Expenditures														
Administrative														
Misc-Assessmnt Collection Cost	-	316	592	521	52	29	86	20	17	-	-	-	1,634	1,694
Total Administrative	-	316	592	521	52	29	86	20	17	-	-	-	1,634	1,694
Field														
Contracts-Irrigation	3,750	3,750	3,750	4,426	3,919	3,919	3,919	3,919	3,919	3,919	3,919	3,919	47,028	45,000
R&M-Irrigation	1,000	9,150	13,489	6,465	4,141	6,414	3,000	3,000	3,000	3,000	3,000	3,000	58,659	36,000
R&M-Pumps	-	-	-	540	5,990	-	540	-	-	540	-	540	8,150	2,160
Total Field	4,750	12,900	17,239	11,431	14,050	10,333	7,459	6,919	6,919	7,459	6,919	7,459	113,837	83,160
Total Expenditures	4,750	13,216	17,831	11,952	14,102	10,362	7,545	6,939	6,936	7,459	6,919	7,459	115,471	84,854
Excess (deficiency) of revenues														
Over (under) expenditures	(4,748)	2,600	11,745	14,111	(11,479)	(8,908)	(3,016)	(5,687)	(5,825)	(7,207)	(6,667)	(7,207)	(32,287)	-
Over (under) expenditures	\$ (4,748)	\$ 2,600	\$ 11,745	\$ 14,111	\$ (11,479)	\$ (8,908)	\$ (3,016)	\$ (5,687)	\$ (5,825)	\$ (7,207)	\$ (6,667)	\$ (7,207)	\$ (32,287)	\$ -

HERITAGE OAK PARK

Community Development District

Activities Fund Deposits

Deposit																		
													Kickin					
Date	Amount	Trivia Night	Pool side Lunch	Pancake Bfast	Morning Coffee Social	Joey's Rockin Piano	Hallo ween	HOP Series	Musical Mind Reader	Winter Wonder Land	Veterans Day	New Years Eve	off the New Year	High Tea	Canada Night	Sweet Heart Dance	Cirque de HOP	End of Season Party
10/12/17	Deposit	\$1,022		\$60	\$25	\$45	\$108	\$280	\$504									
10/23/17	Deposit	\$359	\$399					(\$40)										
11/02/17	Deposit	\$1,738	\$35	\$697	\$68		\$224		\$714									
11/22/17	Deposit	\$2,332		\$316					\$36	\$1,880	\$100							
12/05/17	Deposit	\$1,256		\$488	\$128			\$120		\$440		\$80						
12/22/17	Deposit	\$251	\$18		\$18					\$80		\$135						
12/22/17	Deposit	\$1,618	\$1	\$743	\$80	\$207		\$80		\$260		\$205		\$42				
01/11/18	Deposit	\$3,166		\$1,313		\$621		\$40				\$175	\$461	\$246		\$310		
01/11/18	Deposit	\$55										\$55						
01/24/18	Deposit	\$3,274	\$31	\$1,044		\$18		\$120					\$215	\$36	\$780	\$1,030		
02/08/18	Deposit	\$1,526	\$6		\$8												\$1,512	
02/08/18	Deposit	\$5,370		\$1,209	\$48			\$610				\$45			\$42	\$80	\$3,336	
03/23/18	Deposit	\$2,514		\$949	\$68			\$480									\$891	\$126.00
Total		\$24,480	\$91	\$7,157	\$478	\$25	\$891	\$332	\$1,690	\$1,254	\$2,660	\$100	\$650	\$721	\$324	\$822	\$1,420	\$5,739
Expenses		(\$27,410)	\$0	(\$5,951)	(\$324)	(\$608)	(\$816)	(\$291)	(\$6,883)	(\$1,120)	(\$3,442)	(\$639)	(\$935)	(\$114)	(\$283)	(\$796)	(\$1,371)	(\$3,836)
Profit / (Loss)		(\$2,930)	\$91	\$1,206	\$154	(\$583)	\$75	\$41	(\$5,193)	\$134	(\$782)	(\$539)	(\$285)	\$607	\$41	\$26	\$49	\$1,903
Other Expenses		(\$2,115)																
Total Profit / (Loss)		(\$5,045)																

	FY 2015	FY 2016	FY 2017	FY 2018
Reserve Balance-Beginning	7,194	9,191	9,191	9191
Revenue	34,756	32,930	39,654	24,480
Expenses	32,759	32,939	35,643	29,525
Profit(Loss)	1,996	(10)	4,011	(5,045)

Notes: Revenue and Expenses are per financial statements
Expenses also include office supplies for activities department not tied to a specific activity

Cash and Investment Report
March 31, 2018

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Operating Checking Account	Regions Bank	N/A	0.00%	\$585,629
Operating Checking Account - MuniNow	SunTrust	N/A	0.10%	\$74,895
			Subtotal	\$660,524
Petty Cash - Property Manager	N/A	N/A	N/A	\$200
Money Market Account	BankUnited	N/A	1.00%	\$367,231 (1)
Money Market Account	Centennial	N/A	0.40%	\$103,481 (2)
			Subtotal	\$470,712
			Total	\$1,131,436

NOTE 1 - Invested Funds into a Money Market Account with BankUnited at variable rates.

NOTE 2 - Invested Funds into a Money Market Account with Centennial Bank at variable rates.

Heritage Oak Park CDD

Bank Reconciliation

Bank Account No. 8711 Regions Bank - GF
 Statement No. 03-18
 Statement Date 3/31/2018

G/L Balance (LCY)	585,628.67	Statement Balance	627,098.60
G/L Balance	585,628.67	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	627,098.60
Subtotal	585,628.67	Outstanding Checks	41,469.93
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	585,628.67	Ending Balance	585,628.67
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
6/3/2016	Payment	11124	JOE MUHLEBACH	8.39	0.00	8.39
11/17/2016	Payment	11360	KIM NAKACH	43.12	0.00	43.12
2/23/2017	Payment	11515	KIM NAKACH	38.08	0.00	38.08
5/19/2017	Payment	11659	COPIERS PLUS	35.47	0.00	35.47
1/10/2018	Payment	12004	EDWARD A. CAREY	184.70	0.00	184.70
1/30/2018	Payment	12035	FRANK BOWERS	271.18	0.00	271.18
2/20/2018	Payment	12074	EDWARD A. CAREY	184.70	0.00	184.70
3/20/2018	Payment	12117	EDWARD A. CAREY	184.70	0.00	184.70
3/20/2018	Payment	12118	DONALD A. OPPENHEIM	184.70	0.00	184.70
3/26/2018	Payment	12119	AL WARGO	12.50	0.00	12.50
3/26/2018	Payment	12121	DO ALL RENTAL	82.50	0.00	82.50
3/26/2018	Payment	12123	HOME DEPOT CREDIT SERVICES	276.79	0.00	276.79
3/26/2018	Payment	12124	INFRAMARK, LLC	19,919.37	0.00	19,919.37
3/26/2018	Payment	12125	PAMELA HERSHEY	25.00	0.00	25.00
3/26/2018	Payment	12126	SPORTS SURFACES LLC	5,643.00	0.00	5,643.00
3/28/2018	Payment	12128	DO ALL RENTAL	518.01	0.00	518.01
3/29/2018	Payment	12129	INFRAMARK, LLC	9,257.72	0.00	9,257.72
3/29/2018	Payment	12130	WILLIAM CLARE ENTERPRISES	4,600.00	0.00	4,600.00
Total Outstanding Checks.....				41,469.93		41,469.93

Heritage Oak Park CDD

Bank Reconciliation

Page Number 61

Bank Account No. 6400 SunTrust Bank N.A.
Statement No. 03-18
Statement Date 3/31/2018

G/L Balance (LCY)	74,895.07	Statement Balance	74,895.07
G/L Balance	74,895.07	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	74,895.07
Subtotal	74,895.07	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	74,895.07	Ending Balance	74,895.07
Difference	0.00		

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

Check Register by Fund
For the Period from 03/01/18 to 03/31/18
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
GENERAL FUND - 001								
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	poolside lunch	549022-57501	\$79.88
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	lake signage	546042-53901	\$127.06
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	blinds/keys for office	546015-57201	\$68.32
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	electrical plates for ACT office	546015-57201	\$0.60
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	womens lodge restroom	546015-57201	\$8.56
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	batteries	549001-57201	\$13.01
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	poolside lunch	549022-57501	\$44.91
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	door stops for new office	546015-57201	\$16.84
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	new trash cans for pool restroom	546066-57201	\$15.94
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	cleaning supplies	549900-53901	\$110.85
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	fish pond pump	546066-57201	\$109.00
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	poolside lunch	549022-57501	\$59.91
001	12091	03/02/18	HOME DEPOT CREDIT SERVICES	020518-6325	PURCHASES 01/09/18-02/01/18	screws	549900-53901	\$1.18
001	12092	03/05/18	AERIAL DRAGONS	030218	ENTERTAINMENT - CIRQUE DE HOP	Cirque de Heritage Oak Park	549022-57501	\$2,100.00
001	12093	03/08/18	BUFFALO GRAFFIX	445212	MAR18 ACTIVITIES CALENDAR	Miscellaneous Services	549001-57501	\$101.08
001	12094	03/08/18	CHARLOTTE COUNTY HEALTH DEPT	8-BID-3674651	SWIMMING POOL HEALTH CERT	R&M-Pools	546074-57201	\$145.00
001	12095	03/08/18	COPIERS PLUS	2018-0331	3/18 MONTHLY BILLING/COPIES	Office Supplies	551002-57201	\$25.00
001	12096	03/08/18	COVERALL OF FT. MYERS	1160240296	CLEANING SERVICE 3/1-3/31/18	Contracts-Janitorial Services	534026-57201	\$1,380.00
001	12097	03/08/18	ELECTRICAL SOLUTIONS OF SW	5171	RETROFIT 14 CANLIGHTS TO LED	Governors Drive lights	549053-53901	\$2,310.00
001	12097	03/08/18	ELECTRICAL SOLUTIONS OF SW	5184	RETROFIT 18 LIGHTS TO LED	R&M-Streetlights	546095-54101	\$1,970.00
001	12097	03/08/18	ELECTRICAL SOLUTIONS OF SW	5184	RETROFIT 18 LIGHTS TO LED	R&M-Clubhouse	546015-57201	\$1,000.00
001	12098	03/08/18	ERIC THARP	030218	ENTERTAINMENT CIRQUE DE HOP	Misc-Event Expense	549022-57501	\$477.00
001	12099	03/08/18	FEDEX	6-101-99351	SERVICE FOR 2/19 THRU 2/21/18	Communication/Freight - Gen'l	541001-51301	\$27.50
001	12100	03/08/18	GREATAMERICA FINANCIAL SVCS	22208790	COPIER LEASE FOR 3/18	Office Supplies	551002-57201	\$120.36
001	12101	03/08/18	LAKE & WETLAND MANAGEMENT	5046	3/18 LAKE MAINT	Contracts-Lake and Wetland	534021-53901	\$510.00
001	12103	03/08/18	MICHAEL DIO GUARDI	413804	RMV/RPL TANKLESS WATER HEATER	new hot water heater for the Lodge	546015-57201	\$1,650.00
001	12104	03/08/18	ROBIN L. KEECH	1151	STREET SIGNS 36" WHITE & GREEN	new street signs	546081-54101	\$511.25
001	12105	03/08/18	SALLY AXTELL	030518	KEY REFUND-SALLY AXTELL	Deposits	220000	\$25.00
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	coffee social	549051-57501	\$38.56
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	poolside lunch	549051-57501	\$314.84
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	kitchen supplies	549001-57501	\$34.86
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	OP supplies	552001-57201	\$83.92
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	ice tea mix	549001-57501	\$14.94
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	poolside lunch	549022-57501	\$31.29
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	OP supplies	552001-57201	\$22.36

HERITAGE OAK PARK
Community Development District

Check Register by Fund
For the Period from 03/01/18 to 03/31/18
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	poolside lunch	549051-57501	\$551.32
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	sweetheart dance	549022-57501	\$14.98
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	poolside lunch	549051-57501	\$372.80
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	OP supplies	552001-57201	\$107.92
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	new paper towel dispenser	546015-57201	\$22.88
001	12106	03/08/18	SAM'S CLUB DIRECT	71667-022018	PURCHASES FOR 1/23-2/19/18	misc	549001-57201	\$28.32
001	12107	03/13/18	DANIEL W. COLMERY	6357	17' LED GATE ARM INSTALLED	R&M-Gate	546034-52901	\$550.00
001	12108	03/13/18	CENTURYLINK	78717-021918	2/19/18-3/18/18 #311078717	Communication - Telephone	541003-57201	\$620.13
001	12109	03/13/18	COMCAST	55503-022818	3/11-4/10/18 853510060075550	Misc-Cable TV Expenses	549039-57201	\$81.78
001	12110	03/13/18	DANIEL W. COLMERY	6388	BACK ENTRANCE GATE ARM BRACKET	R&M-Gate	546034-52901	\$305.00
001	12112	03/13/18	STAPLES CREDIT PLAN	77190-022518	COPY PAPER	Office Supplies	551002-57201	\$36.99
001	12113	03/13/18	WOTITZKY, WOTITZKY, ROSS	1-2018	LEGAL SERVICE FOR 1/30-3/2/18	ProfServ-Legal Services	531023-51401	\$866.25
001	12119	03/26/18	AL WARGO	030118	KEY REFUND-AL WARGO	Deposits	220000	\$12.50
001	12120	03/26/18	ARTISTREE LANDSCAPE	132315	PEPPER TREE CLEAN UP	R&M-Trees and Trimming	546099-53901	\$1,750.00
001	12121	03/26/18	DO ALL RENTAL	18439	EXTRA CHAIRS FOR CIRQUE DE HOP	Cirque de Heritage	549022-57501	\$82.50
001	12122	03/26/18	FEDEX	6-116-98097	SERVICE FOR 3/5/18-3/8/18	Communication/Freight - Gen'l	541001-51301	\$29.64
001	12122	03/26/18	FEDEX	6-108-58083	SERVICE FOR 2/22/18-2/26/18	Communication/Freight - Gen'l	541001-51301	\$27.43
001	12123	03/26/18	HOME DEPOT CREDIT SERVICES	030518-6325	PURCHASES 02/02/18-03/02/18	New cabinet in Sports Bar	546066-57201	\$124.00
001	12123	03/26/18	HOME DEPOT CREDIT SERVICES	030518-6325	PURCHASES 02/02/18-03/02/18	braces	546066-57201	\$11.47
001	12123	03/26/18	HOME DEPOT CREDIT SERVICES	030518-6325	PURCHASES 02/02/18-03/02/18	power strip	549001-57201	\$4.97
001	12123	03/26/18	HOME DEPOT CREDIT SERVICES	030518-6325	PURCHASES 02/02/18-03/02/18	sand for pool deck pavers	546071-57201	\$14.76
001	12123	03/26/18	HOME DEPOT CREDIT SERVICES	030518-6325	PURCHASES 02/02/18-03/02/18	guard shack window film	546035-52901	\$101.59
001	12123	03/26/18	HOME DEPOT CREDIT SERVICES	030518-6325	PURCHASES 02/02/18-03/02/18	New cabinet in Sports Bar	549001-57201	\$20.00
001	12124	03/26/18	INFRAMARK, LLC	28839	3/18 MGMT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,061.50
001	12124	03/26/18	INFRAMARK, LLC	28839	3/18 MGMT SERVICES	Contracts-Mgmt Services	534001-52901	\$643.75
001	12124	03/26/18	INFRAMARK, LLC	28839	3/18 MGMT SERVICES	Miscellaneous Services	549001-51301	\$26.70
001	12124	03/26/18	INFRAMARK, LLC	28839	3/18 MGMT SERVICES	Communication/Freight - Gen'l	541001-51301	\$16.92
001	12124	03/26/18	INFRAMARK, LLC	28839	3/18 MGMT SERVICES	Contracts-Mgmt Services	534001-53901	\$9,228.25
001	12124	03/26/18	INFRAMARK, LLC	28839	3/18 MGMT SERVICES	Contracts-Mgmt Services	534001-57201	\$4,942.25
001	12125	03/26/18	PAMELA HERSHEY	030718	KEY REFUND-PAMELA HERSHEY	Deposits	220000	\$25.00
001	12126	03/26/18	SPORTS SURFACES LLC	9527	RESURFACE 2 TENNIS COURTS	DEPOSIT	546442-57201	\$5,643.00
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	HAYNEEDLE BOOKCASE, ROCKING CHAIR	549001-57501	\$64.19
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	WALMART SWEETHEART DANCE	549022-57501	\$76.12
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	WALMART SWEETHEART DANCE	549022-57501	\$29.82
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	AMAZON TABLE CLOTH CLIPS	549001-57201	\$5.99
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	LIFTMASTER GATE REMOTES	546034-52901	\$103.46
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	AMAZON SWEETHEART DANCE BOWLS	549022-57501	\$8.52

HERITAGE OAK PARK
Community Development District

Check Register by Fund
For the Period from 03/01/18 to 03/31/18
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	AMAZON WALL TILES FOR SPORTS BAR	546066-57201	\$39.98
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	SHELL DELI- SWEETHEART DANCE	549022-57501	\$63.92
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	GRAINGER GATE NUTS	546034-52901	\$10.49
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	GRAINGER GATE NUTS	546034-52901	\$7.00
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	GRAINGER ROAD BENCHES	546081-54101	\$68.69
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	SAMS SWEETHEART DANCE	549022-57501	\$287.75
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	WALMART SWEETHEART DANCE	549022-57501	\$3.73
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	WALMART SWEETHEART DANCE	549022-57501	\$21.58
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	SAMS SWEETHEART DANCE	549022-57501	\$11.60
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	TARGET SWEETHEART DANCE	549022-57501	\$25.91
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	SAMS COFFEE SOCIAL	549022-57501	\$39.88
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	TARGET SWEETHEART DANCE SUPPLIES	549022-57501	(\$23.03)
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	TARGET SWEETHEART DANCE	549022-57501	\$10.68
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	WALMART SWEETHEART DANCE	549022-57501	\$84.88
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	PUBLIX SWEETHEART DANCE	549022-57501	\$12.84
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	AMAZON TABLE CLOTH REFUND	549001-57201	(\$5.99)
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	MICHAELS SIGNS IN LODGE	546015-57201	\$20.85
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	PUBLIX GOLF CART WATER	549001-53901	\$3.57
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	PUBLIX COFFEE SOCIAL	549022-57501	\$10.32
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	PUBLIX COFFEE SOCIAL	549022-57501	\$21.97
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	PUBLIX COFFEE SUPPLIES	549022-57501	\$78.02
001	12127	03/26/18	SUNTRUST BANK-8114	030218	03/02/18 STATEMENT PURCHASES	AMAZON KITCHEN SUPPLIES	549001-57501	\$42.61
001	12128	03/28/18	DO ALL RENTAL	16264	EVENT FURNITURE RENTAL-HOP SER	Heritage Oak Series 3.22.18	549022-57501	\$518.01
001	12129	03/29/18	INFRAMARK, LLC	28914	RMV/RPL DRN GRATES WITH STEEL	WA 48362	546019-53901	\$9,257.72
001	12130	03/29/18	WILLIAM CLARE ENTERPRISES	032318	ENTERTAINMENT-HOP SER 3/22/18	HOP Series 3.22.18	549022-57501	\$4,600.00
001	DD00020	03/09/18	Payment of Invoice 009536	022218-ACH	SERVICE FOR 01/24/18-02/22/18	Utility - General	543001-53901	\$3,063.72
001	12114	03/20/18	OLIN E. BELL	PAYROLL	March 20, 2018 Payroll Posting			\$184.70
001	12115	03/20/18	PAUL J. FALDUTO, JR	PAYROLL	March 20, 2018 Payroll Posting			\$184.70
001	12116	03/20/18	BRIAN R. BITGOOD	PAYROLL	March 20, 2018 Payroll Posting			\$184.70
001	12117	03/20/18	EDWARD A. CAREY	PAYROLL	March 20, 2018 Payroll Posting			\$184.70
001	12118	03/20/18	DONALD A. OPPENHEIM	PAYROLL	March 20, 2018 Payroll Posting			\$184.70
Fund Total								\$64,361.92

HERITAGE OAK PARK
Community Development District

Check Register by Fund
For the Period from 03/01/18 to 03/31/18
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
IRRIGATION FUND - 002								
002	12102	03/08/18	MAINSCAPE	1213708	CALL TO SHUT DOWN PUMP 2/25/18	ER Call on weekend	546041-53901	\$175.00
002	12111	03/13/18	MAINSCAPE	1213864	IRRIGATION SERVICE 2/18	R&M-Irrigation	546041-53901	\$4,435.36
002	12111	03/13/18	MAINSCAPE	1213808	RPR 3" MAINLINE @ 1275 RED OAK	R&M-Irrigation	546041-53901	\$1,303.32
002	12111	03/13/18	MAINSCAPE	DM 1214021	IRRIGATION MAINT 2/18	Contracts-Irrigation	534073-53901	\$3,919.00
002	12111	03/13/18	MAINSCAPE	DM 1214019	IRRIGATION MAINT 12/17	Contracts-Irrigation	534073-53901	\$3,919.00
002	12111	03/13/18	MAINSCAPE	DM 1214017	IRRIGATION MAINT 10/17	Contracts-Irrigation	534073-53901	\$3,919.00
002	12111	03/13/18	MAINSCAPE	DM 1214022	IRRIGATION MAINT 3/18	Contracts-Irrigation	534073-53901	\$3,919.00
002	12111	03/13/18	MAINSCAPE	DM 1214020	IRRIGATION MAINT 1/18	Contracts-Irrigation	534073-53901	\$3,919.00
002	12111	03/13/18	MAINSCAPE	DM 1214018	IRRIGATION MAINT 11/17	Contracts-Irrigation	534073-53901	\$3,919.00
Fund Total								\$29,427.68

Total Checks Paid	\$93,789.60
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Fifth Order of Business

5A



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
HERITAGE OAK PARK CDD
FOR
HERITAGE OAK PARK CDD LAKE BANK RESTORATION
IN
CHARLOTTE COUNTY, FL**

MARCH 27, 2018

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensations. Part II (attached) contains the CPH's Standard Hourly Rate Table and Standard Contract Provisions, which are the general terms of the engagement between Heritage Oak Park CDD, herein after called the "CLIENT", and CPH, Inc., herein after called "CPH".

PART I

PROJECT DESCRIPTION

CPH, Inc. has been requested to provide a bank restoration plan for the existing stormwater lake within the CDD. CPH will utilize record drawings provided by the CLIENT along with field measurements and aerials to aid in preparation of a remediation plan.

SCOPE OF SERVICES

A. CONSULTANT

1.0 RESTORATION PLAN

Based on the information provided CPH will prepare a plan for repairs to the existing bank erosion as well as recommended preventative measures to be utilized in areas that are currently showing early signs of erosion. The plan will include but may not be limited to the following sheets:

- Cover Sheet
- Conceptual layout plan and typical cross sections
- Sedimentation/ Erosion Control Plan and Details
- General Notes, Specifications, and Details as applicable
- Engineer's Cost Estimate
- Meeting with CDD to discuss findings, design, and costs.

Plans will be prepared in accordance with the Local jurisdiction of Charlotte County, and Southwest Florida Water Management District. Typical cross-section views of the bank bank will be provided based on site conditions, this contract assumes a total of 6 sections will be needed. Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be legible, complete in design. The plans and data will be reviewed with the CLIENT. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CLIENT after the plans

have been finalized and approved will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

2.0 PERMITTING

Permitting is not included in this scope of services.

B. LANDSCAPE ARCHITECTURE

Not included in this contract. If this service is needed CPH can provide cost under separate contract.

C. SURVEYING

Not included in this contract. If this service is needed CPH can provide cost under separate contract.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. In the performance of these services, CPH will coordinate its efforts with those of other project team members as required. The CLIENT shall provide CPH with project-related technical data including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Current title commitment and any existing boundary and topographic surveys and plats. If CPH is not performing surveying services as part of the contract, CLIENT to provide current boundary and topographic information in AutoCAD 14 or more recent version, or DXF format.
- Previous Environmental investigation reports.
- Previous Geotechnical investigation reports.
- Master plan or development plans for the overall project. Preferably in AutoCAD 14 or more recent version, or DXF format.
- Any other pertinent information concerning this project to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, as lump sum. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The

following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

Phase No.	Phase Description	Billing Method	Fee
A.	CONSULTANT		
1.0	Restoration Plan	Lump Sum	\$8,400.00

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase.

SERVICES NOT INCLUDED


The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Permitting for SWFWMD, FDOT, County, FDEP, etc.
- Landscaping
- Construction Plans
- Irrigation
- Conceptual Site Plan
- Consultant Coordination
- Traffic Engineering
- Expert witness for litigation.
- Construction staking.
- Environmental studies and coordination of environmental issues with the regulatory agencies.
- Geotechnical studies and additional testing required by the regulatory agencies.
- Off-site utility analysis and design.
- Off-site storm water analysis and design.
- Expediting the review process of the permits identified herein.
- Any permits not identified herein.
- Structural Engineering design of retaining walls.
- Fire Sprinkler System design (requirements for the system will be provided by CPH).
- Change Order preparation.
- Pay request review
- Review of an alternative product in lieu of the product called for on the plans and specifications.
- Special meetings with agencies, other consultants or CLIENT not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Special requests by lending institutions or other parties not essential to completing the work described in the Scope of Services
- Permitting efforts relating to obtaining variances for the site development including tree issues, setbacks, parking, etc.
- Design of hardscape features including but not limited to structures, fountains, lighting, special paving, or signage

- Storm water modeling and/or analysis of the existing storm water pond system for retrofitting of the existing site
- Traffic studies or signalization design
- Easement or right-of-way vacation or dedication services or platting services
- Electrical, Mechanical, or Structural Engineering services
- Design and permitting of buildings and structures including bridges, retaining walls, etc.
- Design and/or permitting efforts associated with the site improvements (paving, grading, drainage, utilities, etc.) for future phases of the project
- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- Wetlands Permitting
- Flood Plain Analyses
- Site Specific Maintenance of Traffic Plans
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC. AUTHORIZATION

By: 
 Daniel Moyer, P.E.
 Vice President

Date: 3/27/18

CLIENT AUTHORIZATION

Heritage Oak Park CCD agrees with Part I which includes the Scope of Services and Compensation Schedule. Part II contains CPH's Standard Contract Provisions referenced as Exhibit A and CPH's Standard Hourly Rate Schedule referenced as Exhibit B (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, Inc. and Heritage Oak Park CDD.

Total Labor Fees for services proposed herein: **\$8,400.00** plus reimbursable expenses.

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT's failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to CPH within 30 days of CPH's execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By: _____
Signature

Printed Name

Title: _____

Date: _____

EXHIBIT A

Standard Provisions to Agreement

Agreement between Heritage Oak Park, CDD (hereinafter referred to as "OWNER/CLIENT") and CPH, Inc. (hereinafter referred to as "CPH") for professional services which may include engineering, surveying, architecture, landscape architecture, environmental, forestry, planning, transportation/traffic, etc. dated March 27, 2018

Standard of Care

CPH will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances practicing in the same or similar locality. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services.

Compensation, Out of Pocket and Subcontract Expenses

"Compensation" as used in the Agreement includes those costs which are connected with the conditions of employment and pay of the employees and include salaries of those employees directly engaged in the performance of the requested services and employer contributions for social security, workers compensation, unemployment and payroll taxes, medical and insurance benefits, retirement benefits, holiday and sick leave pay and other allowed benefits. "Out of Pocket Expenses" as used in the Agreement include such items as travel and subsistence, printing and reproduction, telephone/communications charges, freight, postage, computer and similar costs. "Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

Invoice payments are due upon receipt of the invoice and must be kept current for services to continue. Payment should be mailed to CPH, Inc. at 500 West Fulton Street, Sanford, FL 32771. If the OWNER/CLIENT fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against OWNER/CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subconsultants. OWNER/CLIENT shall pay CPH interest at 12% per annum on all invoices that remain unpaid for more than 45 days.

Additional Services

"Additional Services" of CPH are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER/CLIENT's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER/CLIENT during any litigation, public hearing, etc.; and services normally furnished by the OWNER/CLIENT; or other services not otherwise specifically provided for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

Opinions of Cost

Since CPH has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost and construction cost are made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional, familiar with the construction industry;

but CPH cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by us.

Use of Documents

All documents including Drawings and Specifications prepared by CPH pursuant to this Agreement belong to CPH and are instruments of our service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER/CLIENT on another project or any extension of this project, or for use by others on this project, any extension, or any other project. Rights to use of the documents by Owner/Client shall terminate in the event that Owner/Client fails to pay invoices as outlined herein.

Underground Utilities and Structures

The locations of all existing utilities shown on the drawings prepared by CPH will be based on surveys of at-grade or above grade physical culture (such as valve boxes, hydrants, utility poles, permanent markers) and surveying to pick up temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others including mark-ups of locations provided by the utility). The below grade vertical and horizontal locations of utilities will not be required to be surveyed by CPH, and consequently, CPH assumes no responsibility for the location of below grade utilities. The OWNER/CLIENT agrees to release CPH from any liability to OWNER/CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been known based on the above.

Termination

The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CPH shall be compensated by the OWNER/CLIENT for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

Construction Administration

Where construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections, but shall make periodic observations as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the work to keep the Owner advised of the work. CPH will observe the work of the CONTRACTOR to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Documents. CPH shall provide the OWNER/CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of the periodic visits above-mentioned. During such visits and on the basis of its on-site observations, CPH may recommend to the OWNER that the CONTRACTOR's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the CONTRACTOR's work.

Professional Services Provided by Others

Surveying, soils, planning, architecture, landscape architecture, legal, accounting, construction inspection and other services may be provided by the OWNER/CLIENT or others on this project and the results furnished to CPH. It is agreed that CPH may rely upon the results of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.

CPH's Approval for Payment

Approval of a CONTRACTOR's application for payment is an expression of opinion by CPH and shall at no time be considered as legal obligation on the part of CPH. Neither shall same be considered as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that we have made any examination of how or for what purpose any CONTRACTOR has used the money paid on any of the CONTRACTOR's work or that title to any of the CONTRACTOR's work, materials or equipment has passed to the OWNER/CLIENT, free and clear of any liens, claims, security interests or encumbrances.

Checking of Shop Drawings

Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the CONTRACTOR's responsibility and not that of the CPH, for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

Pre-existing Contaminants

CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with OWNER/CLIENT's contaminated substances can expose CPH to severe risks, OWNER/CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with OWNER/CLIENT's contaminated substances. OWNER/CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.

Site Safety Responsibilities

CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. OWNER/CLIENT warrants that: 1) these responsibilities will be made clear in OWNER/CLIENT's agreement with the Contractor; 2) OWNER/CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold OWNER/CLIENT and CPH harmless up to a limit of \$1,000,000 from any fine, penalty, claim, or liability for injury or loss arising from OWNER/CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) OWNER/CLIENT's agreement with the Contractor shall require the Contractor to make OWNER/CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for OWNER/CLIENT and CPH, and shall hold OWNER/CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to a limit of \$1,000,000. Given the foregoing, OWNER/CLIENT also shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless up to a limit of \$1,000,000 from any claim or liability for injury or loss arising from CPH's alleged failure to exercise site safety responsibility. OWNER/CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

Governing Law, Venue, Jurisdiction

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

Attorney Fees and Costs

In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

Waiver of Consequential Damages

OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

Delay In Performance

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

Project Development, Approvals and Scheduling

CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the development of the site for use as proposed by the Owner/Developer. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval of the site for development as proposed.

The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will approve, in whole or in part, the requested use of the project or that the decision making process will be timely for the project's use, or that the Authorities will grant variances applicable to the project. Therefore, the OWNER/CLIENT bears the risk of non-approval of the proposed use and the timing thereof. The OWNER/CLIENT needs to consider the ramifications to it if the project is not approved or only approved in part.

Limitation of Liability:**Site Check Studies**

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

Design And Other Professional Services

OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

Construction Defects on Florida Projects

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

5B.

Heritage Oak Park

Kitchen Operational Protocols

Introduction:

The following protocols are being set forth to outline the operational parameters under which the District kitchen in the main amenity center and the sports bar will be operated.

Kitchen Operations:

The Board herein establishes the following operational protocols for the use of the kitchen:

- The Board herein establishes the use of the kitchen in the amenity center for a lunch to be conducted every Wednesday.
- The use of the kitchen will be allowed for all functions organized by the District Staff.
- Special events not sponsored and/or organized by the District Staff will be required to file an application for use of the kitchen. Those individuals and/or groups that have approved applications for use of the kitchen facilities will be responsible for all clean up after their use of the facility has been concluded. They will leave the kitchen facilities in the same condition that they found them when their event began.
- If a State or Local Governmental Agency takes administrative action to close the kitchen facilities, the Board of Supervisors will be required to approve the reopening of the kitchen. The Board will ensure that the violation has been remedied and that the agency which took the administrative action has approved the reopening of the kitchen. Said approval from the agency that took the administrative action will be provided in writing and will be kept in the District records.

Eighth Order of Business

8A.

From: Warren Ross <warren.ross@wotitzkylaw.com>
Sent: Monday, April 09, 2018 3:56 PM
To: Egan, Michelle
Cc: Donna Belcher
Subject: Comments on Proposed Contract for irrigation engineering services between Heritage Oak Park CDD and CPH

Michelle---My comments are intended to reflect my concerns regarding the impact or effect of the proposed contract (if it is approved as written) on our client, the CDD's rights and interests if there is a dispute with CPH that results in litigation:

A---It requires that any such suit be brought in Seminole County , instead of Charlotte County (as it would normally have to be brought);

B---It significantly limits any potential claim for damages by the CDD against CPH;

C---It precludes the CDD from pursuing a claim against CPH for its attorneys fees if the CDD is the winning party.

These provisions can be the subject of further negotiation, should the CDD so choose. The Board needs to decide whether it wants to proceed with any or all of these provisions in the proposed contract.

Let me know if any further comments or explanation that is needed by the Board of Supervisors.

Warren R. Ross, Esq.

Wotitzky, Wotitzky, Ross, McKinley & Young, P.A.
1107 W. Marion Avenue, Unit #111
Punta Gorda, FL 33950
(941) 639-2171
(941) 639-8617 (fax)
(941) 815-2102 (cell)

To ensure compliance with Treasury Department regulations, we advise you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Confidentiality Notice - This message is being sent by or on behalf of an attorney. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of this message.

From: Warren Ross
Sent: Wednesday, April 4, 2018 10:07 PM
To: Egan, Michelle <Michelle.Egan@inframark.com>
Cc: Donna Belcher <donna@wotitzkylaw.com>
Subject: FW: Exhibit A Page 4 & 5.pdf - Adobe Acrobat Standard

Michelle—I have marked the sections/excerpts that I would like to discuss with you on Thursday afternoon. Once we discuss them, and you answer my questions, I will then render a written opinion. Warren

Page Number 83

Warren R. Ross, Esq.

Wotitzky, Wotitzky, Ross, McKinley & Young, P.A.

1107 W. Marion Avenue, Unit #111

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From: Donna Belcher

Sent: Wednesday, April 4, 2018 3:01 PM

To: Warren Ross <warren.ross@wotitzkylaw.com>

Subject: Exhibit A Page 4 & 5.pdf - Adobe Acrobat Standard

Sincerely,

Donna J. Belcher

Florida Registered Paralegal

Wotitzky, Wotitzky, Ross, McKinley & Young, P.A.

1107 West Marion Avenue, Unit 111

Punta Gorda, Florida 33950

(941) 639-2171

(941) 639-8617 (Facsimile)

Confidentiality Notice - This message is being sent by or on behalf of an attorney. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of this message.

Governing Law, Venue, Jurisdiction

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

Attorney Fees and Costs

X In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

Waiver of Consequential Damages

X OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

Delay In Performance

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

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Limitation of Liability:**Site Check Studies**

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

Design And Other Professional Services

OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

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8B.



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
HERITAGE OAK PARK CDD
FOR
HERITAGE OAK PARK CDD IRRIGATION PLANS
IN
CHARLOTTE COUNTY, FL**

APRIL 4, 2018

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensations. Part II (attached) contains the CPH's Standard Hourly Rate Table and Standard Contract Provisions, which are the general terms of the engagement between Heritage Oak Park CDD, herein after called the "CLIENT", and CPH, Inc., herein after called "CPH".

PART I

PROJECT DESCRIPTION

CPH, Inc. has been requested to provide engineering services for the design of a new master irrigation system for the CDD. The system will be designed to utilize as much of the existing pumps and irrigation wells as feasible and be designed to be converted to reclaim water once service is available to the CDD. CPH will utilize record drawings and information provided by the CLIENT along with field measurements and aerials to aid in preparation of the plans. This contract includes the design of the plans in order to obtain pricing and establish a funding plan for the improvements. Design of complete construction plans and permitting of the improvements is not included in this contract.

SCOPE OF SERVICES

A. CONSULTANT

1.0 IRRIGATION PLAN

Pursuant to Owner's request, CPH will prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the existing landscape design, future system requirements, Owner's design criteria and Local Jurisdiction's minimum requirements. This drawing will include a materials list, irrigation details and general notes regarding implementation requirements. The scope of this task will include the following services:

- Kick-off meeting to discuss goals and requirements for the new system
- Three (3) site review visits with current system maintenance provider and/or Owner
- Design to incorporate existing wells on site as much as feasible
- Coordinate all points of connection and source types
- Design for future reclaim water connection planning
- Utilizing existing controller system and expansion as needed
- Determination of main line sizing and demands. Please note this contract does not include design of improvements outside of common areas as we understand each homeowner's association will be responsible for their connections after the valve.
- Mapping of existing valves and planned improvements

- Updated wiring layout
- Sleeving and cross access details
- Existing pump review and coordination
- Review of required changes to any CDD Codes Covenants & Restriction (CCR) / Deed text support for management of watering schedules
- Preparation of an engineer's opinion of probable cost (2 total)
- Plans will be provided to Client for review at 30% design and 60% plans.

Not Included

- Government Agency permitting
- Boundary or Topographic survey
- Phased construction plans
- Construction Drawings
- Consumptive Use permitting
- Client requested or any other changes to the site plan originally provided to the Landscape Architect for fee proposal.
- Construction Administration
- Tree Survey
- As-Built Drawings

Plans will be prepared in accordance with the Local jurisdiction of Charlotte County, and Southwest Florida Water Management District. Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be legible. The plans and data will be reviewed with the CLIENT. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CLIENT after the plans have been finalized and approved will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

B. SURVEYING

Not included in this contract. If this service is needed CPH can provide cost under separate contract.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. In the performance of these services, CPH will coordinate its efforts with those of other project team members as required. The CLIENT shall provide CPH with project-related technical data including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Current title commitment and any existing boundary and topographic surveys and plats. If CPH is not performing surveying services as part of the contract, CLIENT to provide current boundary and topographic information in AutoCAD 14 or more recent version, or DXF format.
- Previous Environmental investigation reports.
- Previous Geotechnical investigation reports.
- Master plan or development plans for the overall project. Preferably in AutoCAD 14 or more recent version, or DXF format.
- Any other pertinent information concerning this project to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, as lump sum. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

Phase No.	Phase Description	Billing Method	Fee
A.	CONSULTANT		
1.0	Irrigation Plan	Lump Sum	\$49,900.00

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Permitting for SWFWMD, FDOT, County, FDEP, etc.
- Landscaping
- Construction Plans
- Irrigation
- Conceptual Site Plan
- Consultant Coordination
- Traffic Engineering
- Expert witness for litigation.
- Construction staking.
- Environmental studies and coordination of environmental issues with the regulatory agencies.
- Geotechnical studies and additional testing required by the regulatory agencies.
- Off-site utility analysis and design.
- Off-site storm water analysis and design.
- Expediting the review process of the permits identified herein.

- Any permits not identified herein.
- Structural Engineering design of retaining walls.
- Fire Sprinkler System design (requirements for the system will be provided by CPH).
- Change Order preparation.
- Pay request review
- Review of an alternative product in lieu of the product called for on the plans and specifications.
- Special meetings with agencies, other consultants or CLIENT not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Special requests by lending institutions or other parties not essential to completing the work described in the Scope of Services
- Permitting efforts relating to obtaining variances for the site development including tree issues, setbacks, parking, etc.
- Design of hardscape features including but not limited to structures, fountains, lighting, special paving, or signage
- Storm water modeling and/or analysis of the existing storm water pond system for retrofitting of the existing site
- Traffic studies or signalization design
- Easement or right-of-way vacation or dedication services or platting services
- Electrical, Mechanical, or Structural Engineering services
- Design and permitting of buildings and structures including bridges, retaining walls, etc.
- Design and/or permitting efforts associated with the site improvements (paving, grading, drainage, utilities, etc.) for future phases of the project
- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- Wetlands Permitting
- Flood Plain Analyses
- Site Specific Maintenance of Traffic Plans
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC. AUTHORIZATION

By:



Dan Moyer, P.E.
Vice President

Date:

4/4/18

CLIENT AUTHORIZATION

Heritage Oak Park CDD agrees with Part I which includes the Scope of Services and Compensation Schedule. Part II contains CPH's Standard Contract Provisions referenced as Exhibit A and CPH's Standard Hourly Rate Schedule referenced as Exhibit B (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, Inc. and Heritage Oak Park CDD.

Total Labor Fees for services proposed herein: **\$49,900.00** plus reimbursable expenses.

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT's failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to CPH within 30 days of CPH's execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By: _____
Signature

Printed Name

Title: _____

Date: _____

EXHIBIT A

Standard Provisions to Agreement

Agreement between Heritage Oak Park CDD (hereinafter referred to as "OWNER/CLIENT") and CPH, Inc. (hereinafter referred to as "CPH") for professional services which may include engineering, surveying, architecture, landscape architecture, environmental, forestry, planning, transportation/traffic, etc. dated April 4, 2018

Standard of Care

CPH will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances practicing in the same or similar locality. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services.

Compensation, Out of Pocket and Subcontract Expenses

"Compensation" as used in the Agreement includes those costs which are connected with the conditions of employment and pay of the employees and include salaries of those employees directly engaged in the performance of the requested services and employer contributions for social security, workers compensation, unemployment and payroll taxes, medical and insurance benefits, retirement benefits, holiday and sick leave pay and other allowed benefits. "Out of Pocket Expenses" as used in the Agreement include such items as travel and subsistence, printing and reproduction, telephone/communications charges, freight, postage, computer and similar costs. "Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

Invoice payments are due upon receipt of the invoice and must be kept current for services to continue. Payment should be mailed to CPH, Inc. at 500 West Fulton Street, Sanford, FL 32771. If the OWNER/CLIENT fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against OWNER/CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subconsultants. OWNER/CLIENT shall pay CPH interest at 12% per annum on all invoices that remain unpaid for more than 45 days.

Additional Services

"Additional Services" of CPH are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER/CLIENT's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER/CLIENT during any litigation, public hearing, etc.; and services normally furnished by the OWNER/CLIENT; or other services not otherwise specifically provided for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

Opinions of Cost

Since CPH has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost and construction cost are made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional, familiar with the construction industry;

but CPH cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by us.

Use of Documents

All documents including Drawings and Specifications prepared by CPH pursuant to this Agreement belong to CPH and are instruments of our service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER/CLIENT on another project or any extension of this project, or for use by others on this project, any extension, or any other project. Rights to use of the documents by Owner/Client shall terminate in the event that Owner/Client fails to pay invoices as outlined herein.

Underground Utilities and Structures

The locations of all existing utilities shown on the drawings prepared by CPH will be based on surveys of at-grade or above grade physical culture (such as valve boxes, hydrants, utility poles, permanent markers) and surveying to pick up temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others including mark-ups of locations provided by the utility). The below grade vertical and horizontal locations of utilities will not be required to be surveyed by CPH, and consequently, CPH assumes no responsibility for the location of below grade utilities. The OWNER/CLIENT agrees to release CPH from any liability to OWNER/CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been known based on the above.

Termination

The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CPH shall be compensated by the OWNER/CLIENT for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

Construction Administration

Where construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections, but shall make periodic observations as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the work to keep the Owner advised of the work. CPH will observe the work of the CONTRACTOR to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Documents. CPH shall provide the OWNER/CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of the periodic visits above-mentioned. During such visits and on the basis of its on-site observations, CPH may recommend to the OWNER that the CONTRACTOR's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the CONTRACTOR's work.

Professional Services Provided by Others

Surveying, soils, planning, architecture, landscape architecture, legal, accounting, construction inspection and other services may be provided by the OWNER/CLIENT or others on this project and the results furnished to CPH. It is agreed that CPH may rely upon the results of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.

CPH's Approval for Payment

Approval of a CONTRACTOR's application for payment is an expression of opinion by CPH and shall at no time be considered as legal obligation on the part of CPH. Neither shall same be considered as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that we have made any examination of how or for what purpose any CONTRACTOR has used the money paid on any of the CONTRACTOR's work or that title to any of the CONTRACTOR's work, materials or equipment has passed to the OWNER/CLIENT, free and clear of any liens, claims, security interests or encumbrances.

Checking of Shop Drawings

Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the CONTRACTOR's responsibility and not that of the CPH, for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

Pre-existing Contaminants

CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with OWNER/CLIENT's contaminated substances can expose CPH to severe risks, OWNER/CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with OWNER/CLIENT's contaminated substances. OWNER/CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.

Site Safety Responsibilities

CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. OWNER/CLIENT warrants that: 1) these responsibilities will be made clear in OWNER/CLIENT's agreement with the Contractor; 2) OWNER/CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold OWNER/CLIENT and CPH harmless up to a limit of \$1,000,000 from any fine, penalty, claim, or liability for injury or loss arising from OWNER/CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) OWNER/CLIENT's agreement with the Contractor shall require the Contractor to make OWNER/CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for OWNER/CLIENT and CPH, and shall hold OWNER/CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to a limit of \$1,000,000. Given the foregoing, OWNER/CLIENT also shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless up to a limit of \$1,000,000 from any claim or liability for injury or loss arising from CPH's alleged failure to exercise site safety responsibility. OWNER/CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

Governing Law, Venue, Jurisdiction

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

Attorney Fees and Costs

In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

Waiver of Consequential Damages

OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

Delay In Performance

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

Project Development, Approvals and Scheduling

CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the development of the site for use as proposed by the Owner/Developer. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval of the site for development as proposed.

The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will approve, in whole or in part, the requested use of the project or that the decision making process will be timely for the project's use, or that the Authorities will grant variances applicable to the project. Therefore, the OWNER/CLIENT bears the risk of non-approval of the proposed use and the timing thereof. The OWNER/CLIENT needs to consider the ramifications to it if the project is not approved or only approved in part.

Limitation of Liability:**Site Check Studies**

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

Design And Other Professional Services

OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

Construction Defects on Florida Projects

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$135
Senior Architectural Manager	\$130
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural Coordinator	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH Standard Rates	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)

8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

Copies (Color)

8.5 x 11	\$0.25 Each
8.5 x 14	\$0.30 Each
11 x 17	\$0.35 Each

Mylars

24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

Plots (B&W)

11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
34 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

Plots (Color/Bond)

24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

Mileage

Phone	At Current IRS Rates
Postage	At Cost
Outside Reimbursables	At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: March 5, 2018