

HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT
OCTOBER 17, 2019
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

October 10, 2019

Board of Supervisors
Heritage Oak Park Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Heritage Oak Park CDD will be held on Thursday, October 17, 2019 at 10:00 a.m. in the Heritage Oak Park Lodge, 19520 Heritage Oak Boulevard, Port Charlotte, Florida. Following is the advanced agenda for the meeting:

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 September 19, 2019 meeting
 - B. Financial Statements and Check Register
5. Public Hearing on Rule Development and Rule Making
 - A. Resolution 2020-02
6. Old Business
7. New Business
 - A. Roof Repairs
 - B. Outstanding Regions Check
 - C. Vendor Communications Policy
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - i. Consideration of Audit Engagement Letter for FY 2019
 - ii. Motion to Assign Fund Balance
 - iii. Resolution 2020-01 Amending the General Fund Budget for FY 2019
 - iv. Consideration of Contract with Campus Suites for ADA Compliance Services
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

Fourth Order of Business

4A.

MINUTES OF MEETING HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Heritage Oak Park Community Development District was held on Thursday, September 19, 2019 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
Edward Carey	Assistant Secretary
Linda Nadelin	Assistant Secretary

Also present were:

Robert Koncar	District Manager
Michelle Egan	Project Manager
David Jackson	District Attorney
Robert Dvorak	Proposed District Engineer
Residents	

The following is a summary of the minutes and actions taken at the September 19, 2019 regular meeting of the Heritage Oak Park CDD Board of Supervisors.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

- Mr. Bitgood called the meeting to order and Mr. Koncar called the roll.
- Mr. Koncar introduced Mr. David Jackson of the District Attorney's office.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

- The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

- There not being any, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the August 15, 2019 Meeting**
- B. Financial Statements and Check Register**
- C. Proposed Meeting Schedule for Fiscal Year 2020**

Mr. Carey MOVED to approve the Consent Agenda and Ms. Nadelin seconded the motion.

- A correction was made on page 2 of the August 15, 2019 minutes and will be incorporated into them.

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

FIFTH ORDER OF BUSINESS

Old Business

- There not being any, the next item followed.

SIXTH ORDER OF BUSINESS

New Business

- There not being any, the next item followed.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

- There being no report, the next item followed.

B. Engineer

- Mr. Koncar noted we have our new District Engineer in attendance.
- Mr. Dvorak noted he commented at the last meeting and since the last meeting we contracted work with a professional services vendor and hammered out the details.

C. Manager

- Mr. Knocar noted at the last meeting, the Board requested changing the language into the rulemaking for rental of the Lodge giving discretion to the Board in how they rented it, or who they rented it to and could the Board waive fees.
- Mr. Koncar spoke with District Attorney, Andy Cohen, and came up with language where we can change some of the fees.
- Mr. Koncar read from the language Mr. Cohen recommended:
 - “The Board of Supervisors reserves the right to approve or disapprove any application of use of the District Lodge facilities. The approval/disapproval process includes waiving applicable fees for use of the facilities if the Board so votes.”
 - Mr. Koncar noted because of advertising requirements for rulemaking it will be at the November meeting.

- Mr. Koncar noted we need to adopt the meeting schedule for Fiscal Year 2020.
- He noted we have the regular meeting schedule, except the December meeting, because of the Christmas holidays, is scheduled for December 12, 2019, which is the second week in December.
- He asked for a motion to accept to advertise the meeting schedule.

On MOTION by Mr. Bell seconded by Mr. Carey with all in favor the meeting schedule for Fiscal Year 2020 was approved.

- Mr. Koncar discussed financials. In the agenda package you have the Financials for August 2019. On page 15, you see your Operating Reserves of \$159,621, Abor \$2,500, Recreational Facilities, \$7,088, Roads and Streetlights \$279,994, Roof \$8,000, Swimming Pools \$23,975 and Unassigned \$50,080.
- Your year-to-date assessments are at 100%.
- At this time, Mr. Bitgood had some questions for District Attorney Jackson.
- Mr. Bitgood noted we have had questions in the past regarding ethical behavior and fiduciary responsibilities for the Board members. He asked Mr. Jackson for an overview.
- Mr. Jackson noted he would address specifically the issues related to the selection processes, procuring management contracts and that type of thing.
- He understood the Board voted to move forward in a certain direction during that process and at a subsequent meeting, a Board member took an action that was contrary to that direction. Mr. Cohen and he looked at this issue and it does not quite rise to the level of anything illegal. It is on the edge of unethical, but it does not rise to an ethics violation.
- It certainly is not recommended practice and is contrary to the ability of this Board to do its business and fulfill the fiduciary duty to the residents here.
- He understands you had to table the approval of the District Management Contract because it came out of left field, so it got delayed. That is not good practice.
- In addition, Mr. Jackson encouraged everyone that this is a forum where you meet regularly and if there are differences of opinion, this is where they need to be discussed and aired. Once you reach a consensus by majority vote, with the will of the Board, that is how you need to move forward. At the next meeting, you can continue to say why you

think, “this is wrong or right”. You cannot act contrary to what direction the Board has taken.

- To that end, he took note, you made a motion in 2017, all actions related to contracts, discussions through the District Attorney, are to go through the District Manager or the Chairperson. He does not know if that is a procedure that was formalized in your operating rules. That may be a good step to formalize that policy. It would make it clear to all Board members, current and future, that that is the way business is to be conducted.
- There were no comments from any Board member.
- Mr. Bitgood noted the Board voted on this policy. It is in the minutes.
- Mr. Koncar noted he will bring to the Board the minutes of January 2017 where this was discussed.
- Mr. Jackson suggested it may be good to formalize that and have as part of your operating rules.
- Mr. Bitgood asked Mr. Dvorak if he had anything else to report on the pool.
- Mr. Dvorak noted he had one of his inspectors to look at the pool. He reviewed the pool contract sent to him by Ms. Egan.
- In answer to Mr. Bitgood’s question, Mr. Dvorak discussed acoustics in the building.

NINTH ORDER OF BUSINESS

On-Site Administration Report – Project Updates

- Ms. Egan gave her On-Site Administration Report.
- She updated the Board on the pool.
- Regarding the street lights: FPL set up a date, however, the day before we had the hurricane. At this time, it has been completed and “good to go”.

TENTH ORDER OF BUSINESS

Supervisor Requests

- Mr. Carey commented the only request was when we turn the light on at Red Oak that the head beam be rotated approximately 10 degrees clockwise, so it is aligning with the S-curb on the road.
- Mr. Bell noted we have had the same auditor company. He wanted to look at different auditing companies.

- Mr. Koncar noted there is a specific process you go through with the auditors. If you want, you can make a motion to authorize staff to develop an RFP and we can advertise and get proposals from auditing firms and we can bring that back to the Board.

On MOTION by Mr. Bell seconded by Mr. Falduto with all in favor advertising for auditing firms' proposals, was approved.

- Mr. Falduto reminded everyone the pizza party is next week; coffee next Monday, and we are having a Monster Mash Halloween Party on October 31st with a real good band. He encourages everyone to buy a ticket to come and have fun.

ELEVENTH ORDER OF BUSINESS

Audience Comments

- Audience comments were received.

TWELFTH ORDER OF BUSINESS

Adjournment

- There being no further business,

On MOTION by Ms. Nadelin seconded by Mr. Falduto with all in favor the meeting was adjourned.

Secretary

Brian Bitgood
Chairman

4B.

HERITAGE OAK PARK
Community Development District

Financial Report
September 30, 2019

Prepared by



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HERITAGE OAK PARK
Community Development District

Financial Statements

(Unaudited)

September 30, 2019

Balance Sheet
September 30, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	IRRIGATION FUND	SERIES 2008 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 342,381	\$ -	\$ -	\$ 342,381
Cash On Hand/Petty Cash	200	-	-	200
Accounts Receivable	6,575	-	-	6,575
Accounts Receivable - Other	2,171	-	-	2,171
Allowance - Doubtful Accounts	(916)	(102)	(310)	(1,328)
Assessments Receivable	916	102	310	1,328
Due From Other Funds	108,154	-	45,625	153,779
Investments:				
Money Market Account	151,158	-	-	151,158
Prepaid Items	38,506	-	-	38,506
Deposits	8,175	-	-	8,175
TOTAL ASSETS	\$ 657,320	\$ -	\$ 45,625	\$ 702,945
LIABILITIES				
Accounts Payable	\$ 74,319	\$ 5,731	\$ -	\$ 80,050
Accrued Expenses	2,798	3,250	-	6,048
Accrued Wages Payable	1,000	-	-	1,000
Accrued Taxes Payable	77	-	-	77
Sales Tax Payable	24	-	-	24
Deposits	6,918	-	-	6,918
Deferred Revenue	1,500	-	-	1,500
Due To Other Funds	-	153,779	-	153,779
TOTAL LIABILITIES	86,636	162,760	-	249,396
FUND BALANCES				
Nonspendable:				
Prepaid Items	38,506	-	-	38,506
Deposits	8,175	-	-	8,175
Restricted for:				
Debt Service	-	-	45,625	45,625
Assigned to:				
Operating Reserves	134,621	-	-	134,621
Reserves - Arbor	2,500	-	-	2,500
Reserves - Roads & Streetlights	274,815	-	-	274,815
Reserves - Roof	85,000	-	-	85,000
Reserves - Swimming Pools	26,475	-	-	26,475
Unassigned:	592	(162,760)	-	(162,168)
TOTAL FUND BALANCES	\$ 570,684	\$ (162,760)	\$ 45,625	\$ 453,549
TOTAL LIABILITIES & FUND BALANCES	\$ 657,320	\$ -	\$ 45,625	\$ 702,945

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-19 BUDGET	SEP-19 ACTUAL
REVENUES							
Interest - Investments	\$ 5,000	\$ 5,000	\$ 8,794	\$ 3,794	175.88%	\$ 417	\$ 415
Interlocal Agreement	3,000	3,000	3,000	-	100.00%	-	-
Room Rentals	500	500	857	357	171.40%	190	140
Recreational Activity Fees	41,500	41,500	47,709	6,209	114.96%	3,458	804
Special Assmnts- Tax Collector	778,628	778,628	778,627	(1)	100.00%	-	-
Special Assmnts- Discounts	(31,145)	(31,145)	(28,298)	2,847	90.86%	-	-
Other Miscellaneous Revenues	600	600	5,333	4,733	888.83%	-	200
Gate Bar Code/Remotes	1,000	1,000	1,376	376	137.60%	607	140
Access Cards	-	-	560	560	0.00%	-	70
TOTAL REVENUES	799,083	799,083	817,958	18,875	102.36%	4,672	1,769
EXPENDITURES							
<u>Administration</u>							
P/R-Board of Supervisors	12,000	12,000	11,600	400	96.67%	1,000	1,000
FICA Taxes	918	918	887	31	96.62%	77	77
ProfServ-Engineering	5,000	5,000	-	5,000	0.00%	-	-
ProfServ-Legal Services	3,000	3,000	6,983	(3,983)	232.77%	250	716
ProfServ-Mgmt Consulting Serv	62,560	62,560	60,923	1,637	97.38%	5,213	3,576
ProfServ-Special Assessment	10,474	10,474	10,474	-	100.00%	-	-
Auditing Services	5,750	5,750	5,700	50	99.13%	-	-
Communication/Freight - Gen'l	900	900	1,458	(558)	162.00%	75	57
Insurance - General Liability	12,001	12,001	8,363	3,638	69.69%	-	-
Legal Advertising	1,100	1,100	2,332	(1,232)	212.00%	-	232
Miscellaneous Services	1,200	1,200	513	687	42.75%	100	12
Misc-Bank Charges	2,400	2,400	2,043	357	85.13%	200	133
Misc-Assessmnt Collection Cost	15,573	15,573	15,007	566	96.37%	-	-
Office Supplies	360	360	-	360	0.00%	-	-
Annual District Filing Fee	175	175	175	-	100.00%	-	-
Total Administration	133,411	133,411	126,458	6,953	94.79%	6,915	5,803
<u>Other Public Safety</u>							
R&M-Gate	3,000	3,000	7,134	(4,134)	237.80%	-	-
R&M-Gatehouse	1,200	1,200	649	551	54.08%	100	26
R&M-Security Cameras	2,000	2,000	3,257	(1,257)	162.85%	-	-
Total Other Public Safety	6,200	6,200	11,040	(4,840)	178.06%	100	26
<u>Field</u>							
Contracts-Mgmt Services	114,061	114,061	114,061	-	100.00%	9,505	9,505
Contracts-Lake and Wetland	6,120	6,120	6,120	-	100.00%	510	510
Contracts-Landscape	86,515	86,515	83,996	2,519	97.09%	7,210	7,000
Utility - General	37,200	37,200	37,802	(602)	101.62%	3,100	2,498
Utility - Water & Sewer	12,000	12,000	8,379	3,621	69.83%	1,000	570
Insurance - General Liability	29,635	29,635	29,100	535	98.19%	-	-
R&M-Drainage	10,000	10,000	16,842	(6,842)	168.42%	-	-
R&M-Entry Feature	5,000	5,000	10,066	(5,066)	201.32%	-	-
R&M-Lake	2,100	2,100	5,350	(3,250)	254.76%	-	-
R&M-Plant Replacement	3,500	3,500	324	3,176	9.26%	-	-
R&M-Trees and Trimming	6,000	6,000	5,254	746	87.57%	1,175	1,175
Misc-Special Projects	10,930	10,930	16,548	(5,618)	151.40%	-	-
Misc-Hurricane Expense	5,000	5,000	6,726	(1,726)	134.52%	-	651
Misc-Contingency	5,000	5,000	2,979	2,021	59.58%	274	274
Total Field	333,061	333,061	343,547	(10,486)	103.15%	22,774	22,183

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-19 BUDGET	SEP-19 ACTUAL
<u>Road and Street Facilities</u>							
R&M-Parking Lots	500	500	520	(20)	104.00%	-	-
R&M-Roads & Alleyways	5,000	5,000	3,816	1,184	76.32%	-	-
R&M-Sidewalks	4,000	4,000	-	4,000	0.00%	-	-
R&M-Streetlights	7,000	7,000	2,850	4,150	40.71%	33	33
Misc-Contingency	3,000	3,000	-	3,000	0.00%	-	-
Cap Outlay - Sidewalk Impr	10,000	10,000	7,189	2,811	71.89%	-	-
Cap Outlay - Streetlight Impr	15,200	15,200	-	15,200	0.00%	-	-
Reserve - Roads & Streetlights	5,369	5,369	10,548	(5,179)	196.46%	-	-
Total Road and Street Facilities	50,069	50,069	24,923	25,146	49.78%	33	33
<u>Parks and Recreation - General</u>							
Contracts-Mgmt Services	70,686	70,686	74,911	(4,225)	105.98%	5,891	10,115
Contracts-Janitorial Services	16,560	16,560	18,960	(2,400)	114.49%	1,380	1,580
Contracts-Pools	10,800	10,800	10,800	-	100.00%	900	900
Contracts-Pest Control	1,100	1,100	1,298	(198)	118.00%	-	-
Communication - Telephone	7,320	7,320	7,903	(583)	107.96%	610	664
R&M-Clubhouse	68,000	68,000	100,316	(32,316)	147.52%	5,667	362
R&M-Parks	6,600	6,600	31,669	(25,069)	479.83%	550	8
R&M-Pools	6,000	6,000	2,420	3,580	40.33%	500	63
R&M-Tennis Courts	5,000	5,000	-	5,000	0.00%	-	-
Miscellaneous Services	2,400	2,400	3,327	(927)	138.63%	-	-
Misc-Holiday Decor	500	500	527	(27)	105.40%	-	-
Misc-Cable TV Expenses	1,016	1,016	1,030	(14)	101.38%	85	84
Office Supplies	2,160	2,160	2,855	(695)	132.18%	180	210
Op Supplies - General	2,700	2,700	2,360	340	87.41%	225	126
Cap Outlay - Equipment	5,000	5,000	3,815	1,185	76.30%	-	-
Cap Outlay-Clubhouse	21,500	21,500	10,488	11,012	48.78%	-	-
Reserve - Roof	5,000	5,000	-	5,000	0.00%	-	-
Reserve - Swimming Pools	2,500	2,500	-	2,500	0.00%	-	-
Total Parks and Recreation - General	234,842	234,842	272,679	(37,837)	116.11%	15,988	14,112
<u>Special Recreation Facilities</u>							
Miscellaneous Services	4,500	4,500	5,470	(970)	121.56%	375	196
Misc-Event Expense	12,000	12,000	33,190	(21,190)	276.58%	1,000	234
Misc-Social Committee	24,000	24,000	23,863	137	99.43%	2,000	1,741
Misc-Trips and Tours	500	500	-	500	0.00%	-	-
Office Supplies	500	500	541	(41)	108.20%	42	62
Total Special Recreation Facilities	41,500	41,500	63,064	(21,564)	151.96%	3,417	2,233
TOTAL EXPENDITURES	799,083	799,083	841,711	(42,628)	105.33%	49,227	44,390
Excess (deficiency) of revenues							
Over (under) expenditures	-	-	(23,753)	(23,753)	0.00%	(44,555)	(42,621)
Net change in fund balance	\$ -	\$ -	\$ (23,753)	\$ (23,753)	0.00%	\$ (44,555)	\$ (42,621)
FUND BALANCE, BEGINNING (OCT 1, 2018)	594,437	594,437	594,437				
FUND BALANCE, ENDING	\$ 594,437	\$ 594,437	\$ 570,684				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-19 BUDGET	SEP-19 ACTUAL
REVENUES							
Interest - Investments	\$ 24	\$ 24	\$ 42	\$ 18	175.00%	\$ 2	\$ 2
Special Assmnts- Tax Collector	99,081	99,081	99,078	(3)	100.00%	-	-
Special Assmnts- Discounts	(3,963)	(3,963)	(3,602)	361	90.89%	-	-
Other Miscellaneous Revenues	3,500	3,500	5,451	1,951	155.74%	-	-
TOTAL REVENUES	98,642	98,642	100,969	2,327	102.36%	2	2
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost	1,982	1,982	1,910	72	96.37%	-	-
Total Administration	1,982	1,982	1,910	72	96.37%	-	-
Field							
Contracts-Irrigation	49,500	49,500	49,140	360	99.27%	4,125	4,095
R&M-Irrigation	45,000	45,000	103,150	(58,150)	229.22%	3,750	11,816
R&M-Pumps	2,160	2,160	2,500	(340)	115.74%	-	250
Total Field	96,660	96,660	154,790	(58,130)	160.14%	7,875	16,161
TOTAL EXPENDITURES	98,642	98,642	156,700	(58,058)	158.86%	7,875	16,161
Excess (deficiency) of revenues Over (under) expenditures	-	-	(55,731)	(55,731)	0.00%	(7,873)	(16,159)
Net change in fund balance	\$ -	\$ -	\$ (55,731)	\$ (55,731)	0.00%	\$ (7,873)	\$ (16,159)
FUND BALANCE, BEGINNING (OCT 1, 2018)	(107,029)	(107,029)	(107,029)				
FUND BALANCE, ENDING	\$ (107,029)	\$ (107,029)	\$ (162,760)				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-19 BUDGET	SEP-19 ACTUAL
REVENUES							
Special Assmnts- Tax Collector	\$ 214,897	\$ 214,897	\$ 214,897	\$ -	100.00%	\$ -	\$ -
Special Assmnts- Discounts	(8,596)	(8,596)	(7,808)	788	90.83%	-	-
TOTAL REVENUES	206,301	206,301	207,089	788	100.38%	-	-
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost	4,298	4,298	4,142	156	96.37%	-	-
Total Administration	4,298	4,298	4,142	156	96.37%	-	-
Debt Service							
Principal Debt Retirement	187,752	187,752	187,752	-	100.00%	-	-
Interest Expense	16,965	16,965	20,540	(3,575)	121.07%	-	-
Total Debt Service	204,717	204,717	208,292	(3,575)	101.75%	-	-
TOTAL EXPENDITURES	209,015	209,015	212,434	(3,419)	101.64%	-	-
Excess (deficiency) of revenues Over (under) expenditures	(2,714)	(2,714)	(5,345)	(2,631)	196.94%	-	-
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)	\$ (2,714)	\$ (5,345)	\$ (2,631)	196.94%	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2018)	50,970	50,969	50,970				
FUND BALANCE, ENDING	\$ 48,256	\$ 48,255	\$ 45,625				

Notes to the Financial Statements
September 2019

Financial Overview / Highlights

- ▶ Total General Fund revenues are at approximately 102.4% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 105.3% of the Annual Budget.

Balance Sheet

Account Name	Annual Budget	YTD Actual	Explanation
Assets			
Accounts Receivable		6,575	Sale of Garage for \$12,000 less 28 payments by HOPCA of \$375/qtr = (\$1,500) 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		2,171	Accrued Interlocal agreement-3rd Qtr & 4th Qtr, HOA purchases to be reimbursed (\$671).
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		153,779	Assessments collected in General Fund - Due from General Fund to Debt Service fund (\$45,625) plus Due from Irrigation Fund to General Fund \$153,779.
Prepaid Items		38,506	Deposit for Halloween Party & Murder Myster Dinner, FY 2020 Insurance.
Deposits		8,175	Deposits with FPL for sprinkler pumps and street lights.
Liabilities			
Accounts Payable		80,050	Invoices for current month but not paid in current month.
Accrued Expenses		6,048	Lake maintenance, phone, utility, irrigation maintenance.
Deposits		6,918	Balance of Fitness Room key deposits to be reimbursed.
Deferred Revenue		1,500	Balance due on Garage.
Due to Other Funds		153,779	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				
Interest Income	5,000	8,794	175.88%	Interest Income on Operating Accounts and Money Market Acct.
Interlocal Agreement	3,000	3,000	100.00%	Thru 4th quarter office rent (2 qtrs accrued).
Room Rentals	500	857	171.40%	Rental of Sports Bar and Lounge less Sales Tax paid.
Recreational Activity Fee	41,500	47,709	114.96%	Revenues from Activities in the District.
Special Assessments-Tax Collector	778,628	778,627	100.00%	Collections were at 100% at this time last year.
Other Misc Revenue	600	5,333	888.83%	Reimbursement for gate damage (\$1,255), copy machine (\$428), garage payments #26-#28, storm clean-up reimbursement (\$2,225), sports bar cleanup chg (\$100).
Gate Bar Codes/Remotes	1,000	1,376	137.60%	Gate Openers less sales tax paid.
Access Cards	-	560	0.00%	Fitness Center cards less sales tax paid.
Expenditures				
Administrative				
P/R-Board of Supervisors	12,000	11,600	96.67%	Board paid for continued meeting in May, so no pay in June.
ProfServ-Legal Services	3,000	6,983	232.77%	Legal services District matters, research on abolishing District, changed Attorney in April.
Communication/Freight - Gen'l	900	1,458	162.00%	IMS charges, FedEx charges, postage for mailing FY 18 taxes.
Legal Advertising	1,100	2,332	212.00%	Meeting and workshop notices for year, rule making notices, public hearing notice.

Notes to the Financial Statements
September 2019

Variance Analysis (continued)

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<u>Public Safety</u>				
R&M-Gate	3,000	7,134	237.80%	Gate remotes, replaced arm/receiver, DoorKing IM server subscription, 12" round LED gate arm, new call box for rear gate, rpr exit gate mega barrier arm control board, batteries.
R&M-Security Camera	2,000	3,257	162.85%	Monitoring, license plate reader camera, service for CCTV, Commercial access control installation.
<u>Field</u>				
Utility - General	37,200	37,802	101.62%	FPL monthly electric charges.
R&M-Drainage	10,000	16,842	168.42%	Rip rap/lake bank stabilization rocks, storm drainage grates and cleaning.
R&M-Entry Feature	5,000	10,066	201.32%	Power washing, replace front entry fixtures, replace LED fixture at back gate.
R&M-Lake	2,100	5,350	254.76%	Installed rock for lake bank erosion control in Areas 1 & 2 and installed rip rap.
Misc-Special Projects	10,930	16,548	151.40%	Painted street numbers, building paint consultant, power washing, paint perimeter wall.
Misc-Hurricane Expense	5,000	6,726	134.52%	Storm cleanup charges from last year; generator gas, water and equipment rental for Hurricane Dorian.
<u>Road & Street</u>				
R&M-Parking Lots	500	520	104.00%	Pressure washing.
Reserves-Roads & Streetlights	5,369	10,548	196.46%	Road curbing, new streetlight.
<u>Parks & Recreation</u>				
Contracts-Mgmt Services	70,686	74,911	105.98%	Retro fees and updated contract.
Contracts-Janitorial Services	16,560	18,960	114.49%	Services increased more than expected.
Contracts-Pest Control	1,100	1,298	118.00%	Pest control plus subterranean paid for year.
Communication-Telephone	7,320	7,903	107.96%	Phone services for the Lodge/Sports Bar slightly more than expected.
R&M-Clubhouse	68,000	100,316	147.52%	Misc repairs, repair exterior columns, stucco work, pressurewashing, painting clubhouse & sports bar, lodge roof repairs/paint, lanai ceiling repairs/paint, electrical repairs, cleared clogged drain line, signs for Lobby.
R&M-Parks	6,600	31,669	479.83%	Park benches, replace tennis court lights and light outside fitness center, sponge roller, AC maint, bee service, cleaning service, pickleball net, drywall removal in gym, temp labor for bocce court maintenance, window cleaning, stucco project deposit, gazebo concrete repair, pressure washing, repair gate hinges, service work on awning, work on clubhouse gym, game room, bathrooms and fitness center, pergola repair, sand for pavers, clubhouse window sill repair, ceiling fans w/lights, repair sidewalk by Sports Bar.
Miscellaneous Services	2,400	3,327	138.63%	Placque, operating supplies, newspaper, employee holiday gift cards, playing cards, holiday candy, ethernet cables, new router, GoDaddy domain and website renewals, Sam's Club renewal, ADA compliance.
Misc-Holiday Decor	500	527	105.40%	Holiday decorations for Lodge.
Misc-Cable TV Expenses	1,016	1,030	101.38%	Services increased slightly more than expected.
Office Supplies	2,160	2,855	132.18%	Copier lease, Office365 renewal, office supplies.
<u>Special Recreation Facilities</u>				
Miscellaneous Services	4,500	5,470	121.56%	Monthly activities calendar, kitchen supplies, new portable Stage, frame, cards for hand and foot, Ladies tea supplies, wreath donation.
Misc-Event Expense	12,000	33,190	276.58%	Various event expenses including entertainment
Office Supplies	500	541	108.20%	Misc office supplies, printer ink

Notes to the Financial Statements
September 2019

Variance Analysis (continued)

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Irrigation Fund 002				
Expenditures				
<u>Field</u>				
R&M-Irrigation	45,000	103,150	229.22%	Monthly irrigation service, repairs to mainline breaks, replace controller boxes, locate/clean valve boxes, replace damaged sod, irrigation plan.
R&M-Pumps	2,160	2,500	115.74%	Pump maintenance contract started in December.
Debt Service Fund 202				
Expenditures				
Principal Debt Payment	187,752	187,752	100.00%	Next Principal payment to be made in May 2020.
Interest Payment	16,965	20,540	121.07%	Next Interest payment to be made in November 2019.

HERITAGE OAK PARK

Community Development District

Supporting Schedules

September 30, 2019

**Non-Ad Valorem Special Assessments - Charlotte County Tax Collector
Monthly Collection Distributions
For the Fiscal Year Ending September 30, 2019**

					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				\$1,092,603	\$778,627	\$99,078	\$214,897
Allocation %				100%	71%	9%	20%
11/08/18	\$31,551	\$1,315	\$644	\$33,510	\$23,836	\$3,033	\$6,641
11/15/18	1,483	62	30	1,575	1,123	143	310
11/21/18	132,388	5,516	2,702	140,606	99,928	12,715	27,963
11/29/18	122,691	5,112	2,504	130,307	93,169	11,855	25,283
12/06/18	197,141	8,214	4,023	209,378	149,310	18,999	41,069
12/13/18	309,741	12,906	6,321	328,969	234,629	29,856	64,484
01/10/19	114,954	3,555	2,346	120,855	86,126	10,959	23,770
02/12/19	28,752	889	587	30,228	21,541	2,741	5,945
03/14/19	16,869	344	344	17,557	12,512	1,592	3,453
04/11/19	23,174	234	473	23,881	17,019	2,166	4,697
04/25/19	34,893	352	712	35,958	25,625	3,261	7,072
05/09/19	11,418	-	233	11,651	8,304	1,057	2,291
07/11/19	6,781	-	138	6,919	4,931	628	1,360
Int/Adj	-	1,208	-	1,208	575	74	558
TOTAL	\$ 1,031,837	\$ 39,708	\$ 21,058	\$ 1,092,603	\$ 778,627	\$ 99,078	\$ 214,897
% COLLECTED					100.00%	100.00%	100.00%
TOTAL OUTSTANDING					\$ -	\$ -	\$ -

Cash Flow Projections - Summary by Month

Operations & Maintenance

Fiscal Year 2018 - 2019

<u>Month</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Variance</u>	<u>Balance</u>
Cash Balance as of September 30, 2019				342,381
Investment - Money Market Account				151,158
Irrigation Fund owes General Fund				153,779
General Fund owes Debt Service fund				(45,625)
Adjusted Balance				<u>601,694</u>
*October	4,000	88,000	(84,000)	517,694
*November	150,000	55,000	95,000	612,694
*December	400,000	72,000	328,000	940,694

*Figures based on FY 2020 Budget

Statement of Revenues, Expenditures and Changes in Fund Balances

Trend Report

For the Period Ending September 30, 2019

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	TOTAL	
													FY2019 Total	Adopted Budget
Revenues														
Interest - Investments	\$ 521	\$ 583	\$ 478	\$ 519	\$ 780	\$ 1,196	\$ 1,160	\$ 964	\$ 1,027	\$ 615	\$ 538	\$ 415	\$ 8,794	\$ 5,000
Interlocal Agreement	-	-	750	-	-	750	-	-	750	750	-	-	3,000	3,000
Room Rentals	211	-	-	33	66	66	-	-	-	342	-	140	857	500
Recreational Activity Fees	5,015	4,431	2,576	14,175	7,903	4,303	1,718	1,699	1,464	2,351	1,272	804	47,709	41,500
Special Assmnts- Tax Collector	-	218,055	383,939	86,126	21,541	12,512	42,643	8,304	-	4,931	575	-	778,627	778,628
Special Assmnts- Discounts	-	(8,555)	(15,051)	(2,746)	(632)	(277)	(462)	-	-	-	(575)	-	(28,298)	(31,145)
Other Miscellaneous Revenues	-	-	700	3,403	-	-	-	555	-	475	-	200	5,333	600
Gate Bar Code/Remotes	393	-	281	169	-	-	-	337	-	56	-	140	1,376	1,000
Access Cards	-	-	238	100	-	-	-	94	-	58	-	70	560	-
Total Revenues	6,140	214,514	373,911	101,779	29,658	18,550	45,059	11,953	3,241	9,578	1,810	1,769	817,958	799,083
Expenditures														
Administrative														
P/R-Board of Supervisors	1,000	1,000	800	800	800	800	800	2,600	-	1,000	1,000	1,000	11,600	12,000
FICA Taxes	77	77	61	61	61	61	61	199	-	77	77	77	887	918
ProfServ-Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
ProfServ-Legal Services	158	-	696	-	1,024	-	263	710	1,032	1,548	839	716	6,983	3,000
ProfServ-Mgmt Consulting Serv	5,213	5,213	5,213	5,213	5,213	5,213	5,213	5,213	5,213	5,213	5,213	3,576	60,923	62,560
ProfServ-Special Assessment	-	-	10,474	-	-	-	-	-	-	-	-	-	10,474	10,474
Auditing Services	-	-	-	-	500	5,200	-	-	-	-	-	-	5,700	5,750
Communication/Freight - Gen'l	40	189	99	35	95	105	59	53	58	28	639	57	1,458	900
Insurance - General Liability	8,363	-	-	-	-	-	-	-	-	-	-	-	8,363	12,001
Legal Advertising	116	103	-	-	-	80	76	126	-	1,600	-	232	2,332	1,100
Miscellaneous Services	35	41	31	208	-	45	24	29	32	34	22	12	513	1,200
Misc-Bank Charges	135	231	216	152	168	178	171	183	235	92	149	133	2,043	2,400
Misc-Assessmnt Collection Cost	-	4,190	7,378	1,668	418	245	844	166	-	99	-	-	15,007	15,573
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	360
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	175
Total Administrative	15,312	11,044	24,968	8,137	8,279	11,927	7,511	9,279	6,570	9,691	7,939	5,803	126,458	133,411
Other Public Safety														
R&M-Gate	146	790	-	-	469	4,375	150	-	-	147	1,057	-	7,134	3,000
R&M-Gatehouse	-	-	-	250	-	-	-	325	-	-	48	26	649	1,200
R&M-Security Cameras	-	-	-	144	840	100	-	84	-	2,005	84	-	3,257	2,000
Total Other Public Safety	146	790	-	394	1,309	4,475	150	409	-	2,152	1,189	26	11,040	6,200

Statement of Revenues, Expenditures and Changes in Fund Balances

Trend Report
For the Period Ending September 30, 2019

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	TOTAL	
													FY2019 Total	Adopted Budget
Field														
Contracts-Mgmt Services	9,505	9,505	9,505	9,505	9,505	9,505	9,505	9,505	9,505	9,505	9,505	9,505	114,061	114,061
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	86,515
Utility - General	3,086	3,093	3,254	3,784	3,399	3,177	3,099	2,982	3,133	3,197	3,100	2,498	37,802	37,200
Utility - Water & Sewer	428	627	495	2,067	569	533	610	620	650	640	570	570	8,379	12,000
Insurance - General Liability	29,100	-	-	-	-	-	-	-	-	-	-	-	29,100	29,635
R&M-Drainage	-	-	-	-	-	-	-	-	3,000	13,842	-	-	16,842	10,000
R&M-Entry Feature	-	-	-	-	520	9,150	396	-	-	-	-	-	10,066	5,000
R&M-Lake	-	-	-	-	-	-	-	-	5,350	-	-	-	5,350	2,100
R&M-Plant Replacement	-	-	-	-	-	-	324	-	-	-	-	-	324	3,500
R&M-Trees and Trimming	-	1,725	-	-	-	-	1,200	-	197	957	-	1,175	5,254	6,000
Misc-Special Projects	-	-	2,900	-	1,260	-	-	-	-	-	12,388	-	16,548	10,930
Misc-Hurricane Expense	-	-	-	-	-	4,450	-	-	1,625	-	-	651	6,726	5,000
Misc-Contingency	22	689	-	192	402	119	565	130	44	344	198	274	2,979	5,000
Total Field	49,651	23,149	23,664	23,058	23,165	34,444	23,209	20,747	31,014	35,995	33,271	22,183	343,547	333,061
Road and Street Facilities														
R&M-Parking Lots	-	-	-	-	520	-	-	-	-	-	-	-	520	500
R&M-Roads & Alleyways	-	-	3,265	-	-	-	-	190	-	361	-	-	3,816	5,000
R&M-Sidewalks	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000
R&M-Streetlights	-	134	350	392	423	-	1,253	195	-	38	33	33	2,850	7,000
Misc-Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000
Cap Outlay - Sidewalk Impr	-	-	6,439	-	-	-	-	-	-	-	750	-	7,189	10,000
Cap Outlay - Streetlight Impr	-	-	-	-	-	-	-	-	-	-	-	-	-	15,200
Reserve - Roads & Streetlights	-	-	7,398	-	-	-	-	-	-	3,150	-	-	10,548	5,369
Total Road and Street Facilities	-	134	17,452	392	943	-	1,253	385	-	3,549	783	33	24,923	50,069
Parks and Recreation - General														
Contracts-Mgmt Services	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	10,115	74,911	70,686
Contracts-Janitorial Services	1,580	1,580	1,580	1,580	1,580	1,580	1,580	1,580	1,580	1,580	1,580	1,580	18,960	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	-	250	-	-	-	-	-	-	-	-	1,298	1,100
Communication - Telephone	633	678	691	647	648	645	644	643	643	702	665	664	7,903	7,320
R&M-Clubhouse	3,034	3,174	396	822	3,445	148	9,122	7,500	34,267	18,590	19,455	362	100,316	68,000
R&M-Parks	4,288	1,442	-	1,896	3,717	1,269	10,540	3,986	2,176	1,158	1,188	8	31,669	6,600
R&M-Pools	63	63	721	260	63	63	63	63	63	63	871	63	2,420	6,000
R&M - Tennis Courts	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
Miscellaneous Services	-	233	-	500	344	-	1,229	328	147	39	919	(412)	3,327	2,400

Statement of Revenues, Expenditures and Changes in Fund Balances

Trend Report
For the Period Ending September 30, 2019

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	TOTAL	
													FY2019 Total	Adopted Budget
Misc-Holiday Decor	-	380	148	-	-	-	-	-	-	-	-	-	527	500
Misc-Cable TV Expenses	82	92	82	94	94	84	94	74	84	84	84	84	1,030	1,016
Office Supplies	317	131	131	179	299	205	151	719	161	105	248	210	2,855	2,160
Op Supplies - General	144	130	146	135	402	-	413	384	108	201	172	126	2,360	2,700
Cap Outlay - Equipment	-	-	-	530	-	-	-	-	-	3,285	-	-	3,815	5,000
Cap Outlay-Clubhouse	-	-	-	10,488	-	-	-	-	-	-	-	-	10,488	21,500
Reserve - Roof	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
Reserve - Swimming Pools	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500
Total Parks and Recreation - General	17,730	14,944	10,686	24,172	17,383	10,785	30,627	22,068	46,020	32,598	31,973	13,700	272,679	234,842
Special Recreation Facilities														
Miscellaneous Services	3,504	419	230	180	179	115	192	257	90	-	107	196	5,470	4,500
Misc-Event Expense	1,112	4,294	3,319	15,670	3,700	2,562	1,339	655	102	108	96	234	33,190	12,000
Misc-Social Committee	1,143	1,151	1,095	3,503	5,251	3,517	2,032	2,235	1,348	762	84	1,741	23,863	24,000
Misc-Trips and Tours	-	-	-	-	-	-	-	-	-	-	-	-	-	500
Office Supplies	295	9	-	5	42	-	29	15	-	84	-	62	541	500
Total Special Recreation Facilities	6,054	5,873	4,644	19,358	9,172	6,194	3,592	3,162	1,540	954	287	2,233	63,064	41,500
Total Expenditures	88,893	55,934	81,414	75,511	60,251	67,825	66,342	56,050	85,144	84,939	75,442	43,978	841,711	799,083
Excess (deficiency) of revenues Over (under) expenditures	\$ (82,763)	\$ 158,580	\$ 292,497	\$ 26,268	\$ (30,593)	\$ (49,275)	\$ (21,283)	\$ (44,097)	\$ (81,903)	\$ (75,361)	\$ (73,632)	\$ (42,209)	(23,753)	-
Fund Balance, Beginning (Oct 1, 2018)													594,437	594,437
Fund Balance, Ending													\$ 570,684	\$ 594,437

Statement of Revenues, Expenditures and Changes in Fund Balances

Trend Report
For the Period Ending September 30, 2019

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	FY2019		Adopted Budget
													Total	Total	
Revenues															TOTAL
Interest - Investments	\$ 3	\$ 3	\$ 3	\$ 2	\$ 2	\$ 4	\$ 6	\$ 6	\$ 5	\$ 4	\$ 3	\$ 2	\$ 2	\$ 42	\$ 24
Special Assmnts- Tax Collector	-	27,747	48,855	10,959	2,741	1,592	5,426	1,057	-	628	74	-	-	99,078	99,081
Special Assmnts- Discounts	-	(1,089)	(1,915)	(350)	(80)	(35)	(59)	-	-	-	(74)	-	-	(3,602)	(3,963)
Other Miscellaneous Revenues	-	-	-	322	-	-	-	1,546	-	3,583	-	-	-	5,451	3,500
Total Revenues	3	26,661	46,942	10,933	2,665	1,563	5,373	2,608	4	4,214	3	2	2	100,969	98,642
Expenditures															
Administrative															
Misc-Assessmnt Collection Cost	-	533	939	212	53	31	107	21	-	13	-	-	-	1,910	1,982
Total Administrative	-	533	939	212	53	31	107	21	-	13	-	-	-	1,910	1,982
Field															
Contracts-Irrigation	4,095	4,095	4,095	4,095	-	8,190	4,095	4,095	4,095	4,095	4,095	4,095	-	49,140	49,500
R&M-Irrigation	12,214	5,052	2,909	2,719	8,290	23,090	5,353	6,834	13,505	5,387	5,981	11,816	-	103,150	45,000
R&M-Pumps	-	-	-	-	-	250	-	250	750	500	250	500	-	2,500	2,160
Total Field	16,309	9,147	7,004	6,814	8,290	31,530	9,448	11,179	18,350	9,982	10,326	16,411	-	154,790	96,660
Total Expenditures	16,309	9,680	7,943	7,026	8,343	31,561	9,555	11,200	18,350	9,995	10,326	16,411	-	156,700	98,642
Excess (deficiency) of revenues Over (under) expenditures	\$ (16,306)	\$ 16,981	\$ 38,999	\$ 3,907	\$ (5,678)	\$ (29,998)	\$ (4,182)	\$ (8,592)	\$ (18,346)	\$ (5,781)	\$ (10,323)	\$ (16,409)	-	(55,731)	-
Fund Balance, Beginning (Oct 1, 2018)	(107,029) (107,029)														
Fund Balance, Ending	\$ (162,760) \$ (107,029)														

HERITAGE OAK PARK

Community Development District

Activities Fund Deposits

Deposit

Date	Amount	Trivia Night	Poolside Lunch	Pancake Blast	Morning		Hollo ween		Rich Guz	Thanks giving	Wait Duo Dance	Christ mas Celeb	New Year's Eve	Sports Dance Party	High Tea	Night Watch		Valen tine's Show		Vendor Day	Luau Party	Fare well Party	Mem orial Day Celeb	4th of July	Banana Split	Labor Day	Pizza Party
					Coffee Social	HOP Series	Roaring 20's	Veterans Day								Canada Night	Fashion Show										
10/01/18	Deposit	\$782					\$80	\$702																			
10/02/18	Deposit	\$541	\$378	\$28				\$135																			
10/10/18	Deposit		\$475	\$28				\$117	\$10	\$1,170																	
10/24/18	Deposit	\$1,892	\$492	\$76		\$360	\$60	\$54	\$10	\$480	\$420																
11/08/18	Deposit	\$1,317	\$720	\$8				\$27	\$50	\$225	\$287																
11/15/18	Deposit	\$3,113	\$826	\$104					\$40	\$150	\$168	\$290	\$1,535														
12/07/18	Deposit	\$2,576	\$819	\$36		\$310				\$105	\$406	\$900															
01/03/19	Deposit	\$6,030	\$750	\$115						\$4		\$75	\$4,475	\$352	\$259												
01/16/19	Deposit	\$4,150	\$319	\$54		\$1,155								\$168	\$112	\$630	\$882	\$660	\$170								
01/23/19	Deposit	\$730				\$730																					
01/23/19	Deposit	\$3,265	\$437	\$56																							
02/08/19	Deposit	\$1,740	\$1,033	\$24												\$570	\$18	\$1,056	\$1,110								
02/22/19	Deposit	\$6,162	\$889	\$50	\$50	\$60										\$135	\$36	\$352	\$160								
03/20/19	Deposit	\$4,303	\$1,149													\$15		\$100	\$100	\$4,998	\$1,200	\$448	\$1,476				
04/17/19	Deposit	\$1,718	\$1,682																			\$36					
05/09/19	Deposit	\$1,699	\$1,340																			\$9	\$350				
06/03/19	Deposit	\$1,464	\$1,224																			\$240					
07/01/19	Deposit	\$907	\$879																				\$28				
07/31/19	Deposit	\$1,336	\$866																			\$266	\$180				
08/30/19	Deposit	\$1,272	\$18																			\$20	\$256				
09/03/19	Deposit	\$912	\$642																								\$270
Total		\$47,709	\$15,892	\$579	\$50	\$2,695	\$1,035	\$110	\$2,025	\$984	\$696	\$2,510	\$4,475	\$520	\$371	\$1,350	\$948	\$2,068	\$1,540	\$1,200	\$5,446	\$1,521	\$590	\$294	\$200	\$256	\$276
Expenses		(\$56,990)	\$0	(\$531)	(\$1,081)	(\$11,335)	(\$991)	(\$295)	(\$2,313)	(\$976)	(\$714)	(\$2,366)	(\$7,916)	(\$750)	(\$288)	(\$1,455)	(\$898)	(\$2,250)	(\$737)	(\$245)	(\$5,463)	(\$1,140)	(\$525)	(\$229)	(\$234)	(\$190)	(\$19)
Profit / (Loss)		(\$9,281)	\$78	\$1,844	\$48	(\$1,031)	(\$8,640)	\$44	(\$185)	(\$288)	\$8	(\$18)	\$144	(\$3,441)	(\$230)	\$83	\$50	(\$182)	\$803	\$955	(\$17)	\$381	\$65	\$65	(\$34)	\$66	\$257
Other Expenses																											
Total Profit / (Loss)																											

FY 2015 FY 2016 FY 2017 FY 2018 FY 2019

Reserve Balance-Beginning	7,194	9,191	9,191	9,191	7,088
Revenue	34,756	32,930	39,654	43,189	47,709
Expenses	32,759	32,939	35,643	46,362	63,064
Profit(Loss)	1,996	(10)	4,011	(3,173)	(15,355)

Notes: Revenue and Expenses are per financial statements
Expenses also include office supplies for activities department not tied to a specific activity
Other Expenses also include portable stage for \$2,999

Cash and Investment Report
September 30, 2019

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Operating Checking Account	BankUnited	N/A	0.00%	\$213,195
Operating Checking Account	Regions Bank	N/A	0.00%	\$52,915
Operating Checking Account - MuniNow	SunTrust	N/A	0.10%	\$76,270
			Subtotal	\$342,381
Petty Cash - Property Manager	N/A	N/A	N/A	\$200
Money Market Account	BankUnited	N/A	1.75%	\$151,158 (1)
			Total	\$493,739

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

Heritage Oak Park CDD

Bank Reconciliation

Page Number 31

Bank Account No. 7282 Bank United Checking
Statement No. 09-19
Statement Date 9/30/2019

G/L Balance (LCY)	213,195.04	Statement Balance	213,195.04
G/L Balance	213,195.04	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	213,195.04
Subtotal	213,195.04	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	213,195.04	Ending Balance	213,195.04
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
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Heritage Oak Park CDD

Page Number 32

Bank Reconciliation

Bank Account No. 8711 Regions Bank Main Checking-DO NOT USE
Statement No. 09-19
Statement Date 9/30/2019

G/L Balance (LCY)	52,915.38	Statement Balance	53,412.58
G/L Balance	52,915.38	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	53,412.58
Subtotal	52,915.38	Outstanding Checks	497.20
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	52,915.38	Ending Balance	52,915.38
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
1/10/2018	Payment	12004	EDWARD A. CAREY	184.70	0.00	184.70
10/18/2018	Payment	12441	JOHN LEMARCA	12.50	0.00	12.50
10/18/2018	Payment	12443	MARGARET LUCIANO	12.50	0.00	12.50
12/10/2018	Payment	12579	EDWARD TARASEVICH	12.50	0.00	12.50
12/10/2018	Payment	12580	GOOD NEWS PEST SOLUTIONS	250.00	0.00	250.00
12/10/2018	Payment	12590	SOPHIE KELLY	12.50	0.00	12.50
2/4/2019	Payment	12680	SALLY HAYNES	12.50	0.00	12.50
Total Outstanding Checks.....				497.20		497.20

Heritage Oak Park CDD

Bank Reconciliation

Page Number 33

Bank Account No. 6400 SUNTRUST BANK N.A.
Statement No. 09-19
Statement Date 9/30/2019

G/L Balance (LCY)	76,270.36	Statement Balance	76,270.36
G/L Balance	76,270.36	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	76,270.36
Subtotal	76,270.36	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	76,270.36	Ending Balance	76,270.36
Difference	0.00		

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

Payment Register by Fund
For the Period from 09/01/19 to 09/30/19
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	2080	09/06/19	BUFFALO GRAFFIX	508199	09/19 ACTIVITIES CALENDARS	Miscellaneous Services	549001-57501	\$90.14
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	coffee social	549051-57501	\$14.91
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	poolside lunch	549051-57501	\$116.93
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	poolside lunch	549051-57501	\$7.76
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	tea party	549022-57501	\$48.88
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	tea party	549022-57501	\$9.99
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	banana split social	549022-57501	\$9.99
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	poolside lunch	549022-57501	\$25.00
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	banana split social	549022-57501	\$18.19
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	banana split social	549051-57501	\$105.09
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	banana split social	549051-57501	\$12.05
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	banana split social	549051-57501	\$31.40
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	banana split social	549051-57501	\$17.97
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	poolside lunch	549051-57501	\$204.59
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	coffee social	549051-57501	\$18.89
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	poolside lunch	549051-57501	\$309.18
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	poolside lunch	549022-57501	\$9.63
001	2081	09/06/19	REGIONS BANK	3417-081319	PURCHASES FOR 07/14/19-08/13/19	OP Supplies	552001-57201	\$37.96
001	2082	09/09/19	ARTISTREE LANDSCAPE	142957	REMOVE 2 LARGE OAK TREES @ 1474 RED OAK	R&M-Trees and Trimming	546099-53901	\$1,175.00
001	2083	09/09/19	BUFFALO GRAFFIX	508244	SIGNS FOR OFFICES	R&M-Clubhouse	546015-57201	\$159.00
001	2083	09/09/19	BUFFALO GRAFFIX	508290	LOBBY PHONE SIGN	R&M-Clubhouse	546015-57201	\$41.00
001	2084	09/09/19	CLIFF'S AIR CONDITIONING & FEDEX	19-1885	SERVICE CALL WATER LEAKING-CLEARED DRAINLINE	Lodge A/C Leak	546015-57201	\$105.00
001	2085	09/09/19	FEDEX	6-725-88837	SERVICE FOR 08/29/19	Communication/Freight - Gen'l	541001-51301	\$15.24
001	2086	09/09/19	GREATAMERICA FINANCIAL SVCS	25374524	COPIER LEASE FOR 08/19	Office Supplies	551002-57201	\$104.86
001	2087	09/09/19	PERSSON, COHEN & MOONEY, P.A.	23108	LEGAL SERVICE FOR 08/19	ProfServ-Legal Services	531023-51401	\$516.00
001	2088	09/18/19	COMCAST	55503-082819	09/11-10/10/19 85351006007555503	Misc-Cable TV Expenses	549039-57201	\$83.86
001	2089	09/18/19	COVERALL OF FT. MYERS	1160252863	CLEANING SERVICE 09/1-09/30/19	Contracts-Janitorial Services	534026-57201	\$1,580.00
001	2090	09/18/19	FEDEX	3228-5071-9-2019	SERVICE FOR 08/19/19	Communication/Freight - Gen'l	541001-51301	\$27.95
001	2091	09/18/19	HD SUPPLY FACILITIES MAINT.	9175206237	5FT GREEN BENCH FOR WEC AREA	Billed back to WEV	115125	\$303.00
001	2093	09/18/19	STAPLES CREDIT PLAN	082819	PURCHASES FOR 08/01-08/28/19	Miscellaneous Services	549001-57201	\$175.99
001	2093	09/18/19	STAPLES CREDIT PLAN	082819	PURCHASES FOR 08/01-08/28/19	Billed back to HOA	115125	\$559.99
001	DD00069	09/03/19	CHARLOTTE COUNTY UTILITIES	081219-080703 ACH	26307-080703 07/10/19-08/08/19	Utility - Water & Sewer	543021-53901	\$149.31
001	DD00070	09/03/19	CHARLOTTE COUNTY UTILITIES	081219-101597 ACH	26307-101597 07/10/19-08/08/19	Utility - Water & Sewer	543021-53901	\$420.63
001	DD00071	09/06/19	FPL	KPARK-082219	SERVICE FOR 07/23/19-08/22/19	Utility - General	543001-53901	\$2,440.42
Fund Total								\$8,945.80

HERITAGE OAK PARK
Community Development District

Payment Register by Fund
For the Period from 09/01/19 to 09/30/19
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
IRRIGATION FUND - 002								
002	2092	09/18/19	MAINSCAPE	1236764	IRRIG PUMP VFD MAINTENANCE 08/19	R&M-Pumps	546138-53901	\$250.00
002	2092	09/18/19	MAINSCAPE	1236360	09/19 IRRIGATION MAINT	Contracts-Irrigation	534073-53901	\$4,095.00
002	2092	09/18/19	MAINSCAPE	1236853	IRRIGATION SERVICE 08/19	R&M-Irrigation	546041-53901	\$3,084.90
Fund Total								\$7,429.90

Total Checks Paid	\$16,375.70
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Fifth Order of Business

5A

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT AMENDING CERTAIN RULES/FEEES REGARDING USE OF THE FITNESS FACILITIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR REPEAL OF RULES IN CONFLICT THEREWITH.

WHEREAS, the Heritage Oak Park Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Charlotte County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business including rules, charges, and fees for usage of District amenities; and

WHEREAS, the District has previously adopted rules and regulations for use of its amenities including for which it now desires to make certain amendments and revisions; and

WHEREAS, the revised fees/rules attached hereto, and incorporated herein by reference, are for immediate use and application, having been adopted by the District Board of Supervisors after a duly noticed public hearing on August 15, 2019.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Board of Supervisors hereby adopts the revised fees/rules as attached. The attached shall stay in full force and effect until the Board of Supervisors may amend, rescind or repeal the attached in accordance with Chapter 190, Florida Statutes, and other applicable law.

SECTION 2. District staff has provided notice to the general public in accordance with Chapters 120 and 190, Florida Statutes, and scheduled a public hearing before the Board of Supervisors.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately upon its passage and shall remain in effect unless rescinded or repealed.

SECTION 5. This Resolution shall repeal all previously adopted rules to the extent that they are in conflict.

PASSED AND ADOPTED this 17th day of October 2019.

ATTEST:

**HERITAGE OAK PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair

Fitness Center Access Cards

Introduction: The policy will apply to the access cards for the fitness center as provided by the District Staff.

Process for Fitness Center Access Cards:

- **There will be a fee required to obtain a new electronic access card as follows:**
 - a) If you do not already have a non-electronic access key, you will be required to pay \$12.50 as a fee for the acquisition of a new electronic access card.
 - b) If you have a non-electronic key for the fitness center and you paid \$12.50 as a deposit to obtain your original access key, there will be no additional fee required to obtain a new electronic access card.
 - c) If you have a non-electronic key for the fitness center and you paid \$25.00 as a deposit to obtain your original access key, you will receive a refund of \$12.50 when you obtain your new electronic access card.
- **Notice Requirements:**

All residents that have a non- electronic key for the fitness center and paid a deposit for the key will be required to contact the District Staff must contact us no later than August 1, 2019. Residents must let the District Staff know if they want a new electronic access card or will turn in their existing key. In the event, that residents do not turn in their existing key and/or contact the District Staff by the deadline they will forfeit their refund. The refunds are based upon the schedule set forth in the section above.

Seventh Order of Business

7A.



September 28, 2019

WO#: 13828

Michelle Egan
Heritage Oak Park
19520 Heritage Oak Boulevard
Port Charlotte, FL 33948

Re: 19520 Heritage Oak Boulevard, Port Charlotte – Roof Repair

Thank you for the opportunity to quote the above referenced project. CFS Roofing Services, LLC offers the following for your consideration:

Club House, Buildings 1,2, and 3, Four (4) Gazebos:

- Remove the rusted fasteners from the valleys and the eve.
- Remove and replace rusted fasteners from the filed area of the roof.
- Repair bent up flashing on one (1) of the Gazebos.
- Remove deteriorated sealant from pipe flashing.
- Reseal or replace pipe flashings as necessary.
- Remove all debris from the roof and gutters.
- Perform job site clean-up.

Total Cost of Repair.....\$ 11,596.00

Qualifications:

- CFS Roofing Services, LLC will need access to the area to safely load and unload materials to and from the roof.
- Proposal price is only good for **45 days** from above date.
- **Credit card payments will incur a 3% additional charge.**
- No decking is included in this proposal any damaged/deteriorated decking will be considered unforeseen conditions.
- Unforeseen conditions will be priced at T & M rates, \$85.00 per man hour, materials and equipment cost plus sales tax plus 25% markup.

Acceptance of Proposal – the above price as per proposal dated September 28, 2019 specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above.

Signature: _____

Date: _____

Printed Name: _____

Thank you
Leland Bishop
Senior Account Manager



A DAVID CROWTHER COMPANY

1569670900545159.JPG

WORKORDER:[WO #13828 (ALT#:Estimate) (CL#:)]

remove replace rusted fasteners in the field



1569670900572472.JPG

WORKORDER:[WO #13828 (ALT#:Estimate) (CL#:)]

repair bent up metal on the gazebo



1569670900579780.JPG

WORKORDER:[WO #13828 (ALT#:Estimate) (CL#:)]

remove and replace rusted fasteners at the eve of the roof



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WORKORDER:[WO #13828 (ALT#:Estimate) (CL#:)]

remove debris from the roof



Thank you for your business!



A DAVID CROWTHER COMPANY

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WORKORDER:[WO #13828 (ALT#:Estimate) (CL#:)]

reseal or replace pipe flashings as necessary



1569670900587366.JPG

WORKORDER:[WO #13828 (ALT#:Estimate) (CL#:)]

remove and replace rusted fasteners from valleys



19520_Heritage_Oak_Park.jpg

WORKORDER:[WO #13828 (ALT#:Estimate) (CL#:)]

highlighted work areas



Thank you for your business!

Eighth Order of Business

8Ci.



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

September 13, 2019

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

We are pleased to confirm our understanding of the services we are to provide Heritage Oak Park Community Development District, Charlotte County, Florida ("the District") for the fiscal year ended September 30, 2019. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Heritage Oak Park Community Development District as of and for the fiscal year ended September 30, 2019. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2019 audit.

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

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

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

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

Our fee for these services will not exceed \$5,700 for the September 30, 2019 audit. The fee for each annual renewal will be agreed upon separately.

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

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

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

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



(Antonio J. Grau)

RESPONSE:

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

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this
Certificate of Recognition
to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in black ink, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

8Cii.

**HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 09/30/2019

The Board hereby assigns the FY 2019 Reserves as follows:

General Fund

Operating Reserve	\$134,621
Reserve – Arbor	\$ 2,500
Reserve – Roads & Streetlights	\$274,815
Reserve – Roof	\$ 85,000
Reserve – Swimming Pool	\$ 26,475

8Ciii.

BUDGET AMENDMENT RESOLUTION 2020-01

**A BUDGET AMENDMENT AMENDING THE HERITAGE OAK
PARK COMMUNITY DEVELOPMENT DISTRICT GENERAL
FUND BUDGETS FOR FISCAL YEAR 2019**

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board”, of Heritage Oak Park Community Development District, hereinafter referred to as “District”, adopted a General Fund Budget and a Irrigation Fund Budget, hereinafter referred to as the “Funds” for Fiscal Year 2019, and

WHEREAS, the Board desires to reallocate funds budgeted to reappropriate Revenues and Expenses approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT THE FOLLOWING:

1. The Funds are hereby amended in accordance with Exhibit “A” attached.
2. This resolution shall become effective this 17th day of October, 2019 and be reflected in the monthly and Fiscal Year End 9/30/2019 Financial Statements and Audit Report of the District.

**Heritage Oak Park
Community Development District**

By: _____
Brian Bitgood, Chairman

Attest:

By: _____
Robert Koncar, Secretary

Proposed Budget Amendment
Exhibit A
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>					
Interest - Investments	\$ 5,024	\$ -	\$ 5,024	\$ 8,835	\$ 3,811
Interlocal Agreement	3,000	-	3,000	3,000	-
Room Rentals	500	-	500	857	357
Recreational Activity Fees	41,500	-	41,500	47,709	6,209
Special Assmnts- Tax Collector	877,709	-	877,709	877,705	(4)
Special Assmnts- Discounts	(35,108)	-	(35,108)	(31,900)	3,208
Other Miscellaneous Revenues	4,100	-	4,100	10,784	6,684
Gate Bar Code/Remotes	1,000	-	1,000	1,376	376
Access Cards	-	-	-	560	560
TOTAL REVENUES	897,725	-	897,725	918,926	21,201
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	12,000	-	12,000	11,600	400
FICA Taxes	918	-	918	887	31
ProfServ-Engineering	5,000	-	5,000	-	5,000
ProfServ-Legal Services	3,000	-	3,000	6,983	(3,983)
ProfServ-Mgmt Consulting Serv	62,560	-	62,560	60,923	1,637
ProfServ-Special Assessment	10,474	-	10,474	10,474	-
Auditing Services	5,750	-	5,750	5,700	50
Communication/Freight - Gen'l	900	-	900	1,458	(558)
Insurance - General Liability	12,001	-	12,001	8,363	3,638
Legal Advertising	1,100	-	1,100	2,332	(1,232)
Miscellaneous Services	1,200	-	1,200	513	687
Misc-Bank Charges	2,400	-	2,400	2,043	357
Misc-Assessmnt Collection Cost	17,555	-	17,555	16,916	639
Office Supplies	360	-	360	-	360
Annual District Filing Fee	175	-	175	175	-
Total Administration	135,393	-	135,393	128,367	7,026
<u>Other Public Safety</u>					
R&M-Gate	3,000	-	3,000	7,134	(4,134)
R&M-Gatehouse	1,200	-	1,200	649	551
R&M-Security Cameras	2,000	-	2,000	3,257	(1,257)
Total Other Public Safety	6,200	-	6,200	11,040	(4,840)

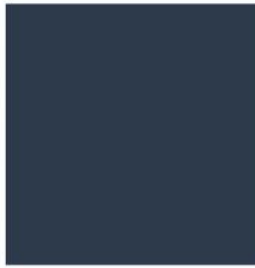
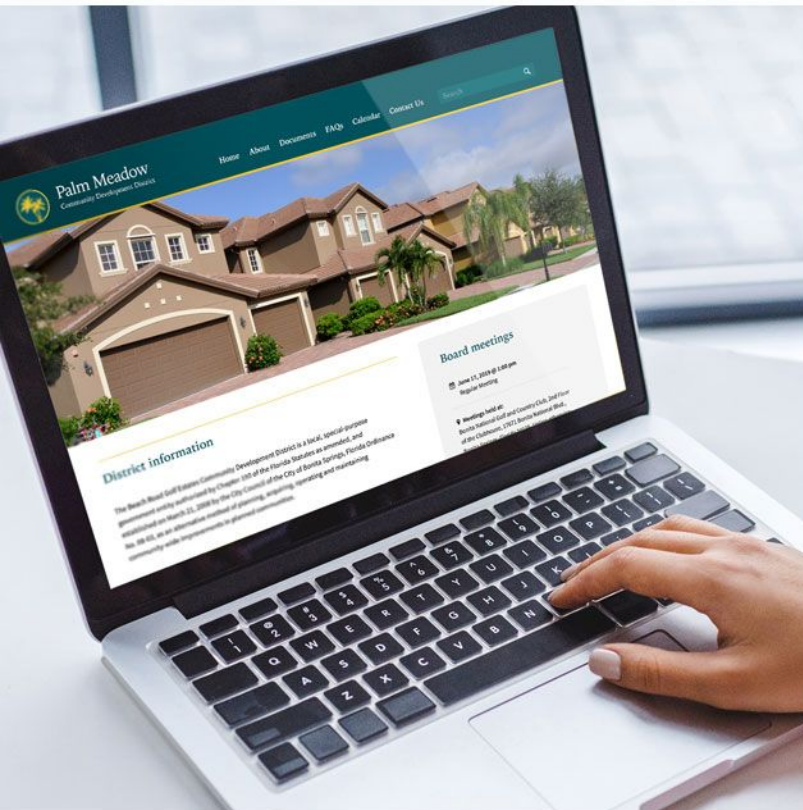
Proposed Budget Amendment
Exhibit A
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>					
Contracts-Mgmt Services	114,061	-	114,061	114,061	-
Contracts-Lake and Wetland	6,120	-	6,120	6,120	-
Contracts-Landscape	86,515	-	86,515	83,996	2,519
Contracts-Irrigation	49,500	-	49,500	49,140	360
Utility - General	37,200	-	37,200	37,802	(602)
Utility - Water & Sewer	12,000	-	12,000	8,379	3,621
Insurance - General Liability	29,635	-	29,635	29,100	535
R&M-Drainage	10,000	-	10,000	16,842	(6,842)
R&M-Entry Feature	5,000	-	5,000	10,066	(5,066)
R&M-Irrigation	45,000	60,000	105,000	103,150	1,850
R&M-Lake	2,100	-	2,100	5,350	(3,250)
R&M-Plant Replacement	3,500	-	3,500	324	3,176
R&M-Trees and Trimming	6,000	-	6,000	5,254	746
R&M-Pumps	2,160	-	2,160	2,500	(340)
Misc-Special Projects	10,930	-	10,930	16,548	(5,618)
Misc-Hurricane Expense	5,000	-	5,000	6,726	(1,726)
Misc-Contingency	5,000	-	5,000	2,979	2,021
Total Field	429,721	60,000	489,721	498,337	(8,616)
<u>Road and Street Facilities</u>					
R&M-Parking Lots	500	-	500	520	(20)
R&M-Roads & Alleyways	5,000	-	5,000	3,816	1,184
R&M-Sidewalks	4,000	-	4,000	-	4,000
R&M-Streetlights	7,000	-	7,000	2,850	4,150
Misc-Contingency	3,000	-	3,000	-	3,000
Cap Outlay - Sidewalk Impr	10,000	-	10,000	7,189	2,811
Cap Outlay - Streetlight Impr	15,200	-	15,200	-	15,200
Reserve - Roads & Streetlights	5,369	-	5,369	10,548	(5,179)
Total Road and Street Facilities	50,069	-	50,069	24,923	25,146
<u>Parks and Recreation - General</u>					
Contracts-Mgmt Services	70,686	-	70,686	74,911	(4,225)
Contracts-Janitorial Services	16,560	-	16,560	18,960	(2,400)
Contracts-Pools	10,800	-	10,800	10,800	-
Contracts-Pest Control	1,100	-	1,100	1,298	(198)
Communication - Telephone	7,320	-	7,320	7,903	(583)
R&M-Clubhouse	68,000	33,000	101,000	100,316	684

Proposed Budget Amendment
Exhibit A
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Parks	6,600	26,000	32,600	31,669	931
R&M-Pools	6,000	-	6,000	2,420	3,580
R&M - Tennis Courts	5,000	-	5,000	-	5,000
Miscellaneous Services	2,400	-	2,400	3,327	(927)
Misc-Holiday Decor	500	-	500	527	(27)
Misc-Cable TV Expenses	1,016	-	1,016	1,030	(14)
Office Supplies	2,160	-	2,160	2,855	(695)
Op Supplies - General	2,700	-	2,700	2,360	340
Cap Outlay - Equipment	5,000	-	5,000	3,815	1,185
Cap Outlay-Clubhouse	21,500	-	21,500	10,488	11,012
Reserve - Roof	5,000	-	5,000	-	5,000
Reserve - Swimming Pools	2,500	-	2,500	-	2,500
Total Parks and Recreation - General	234,842	59,000	293,842	272,679	21,163
<u>Special Recreation Facilities</u>					
Miscellaneous Services	4,500	-	4,500	5,470	(970)
Misc-Event Expense	12,000	21,000	33,000	33,190	(190)
Misc-Social Committee	24,000	-	24,000	23,863	137
Misc-Trips and Tours	500	-	500	-	500
Office Supplies	500	-	500	541	(41)
Total Special Recreation Facilities	41,500	21,000	62,500	63,064	(564)
TOTAL EXPENDITURES	897,725	140,000	1,037,725	998,410	39,315
Excess (deficiency) of revenues					
Over (under) expenditures	-	(140,000)	(140,000)	(79,484)	60,516
Net change in fund balance	-	(140,000)	(140,000)	(79,484)	60,516
FUND BALANCE, BEGINNING (OCT 1, 2018)	487,408	-	487,408	487,408	-
FUND BALANCE, ENDING	\$ 487,408	\$ (140,000)	\$ 347,408	\$ 407,924	\$ 60,516

8Civ.



Keeping your community informed. And you compliant.

Heritage Oak Park Community Development District

Proposal date: 2019-10-08

Proposal ID: QNFMB-YG2X6-CPTWD-N6VFQ

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Statement of work.....	7-8
Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

 *Certified Specialist*

campus
suite

Pricing

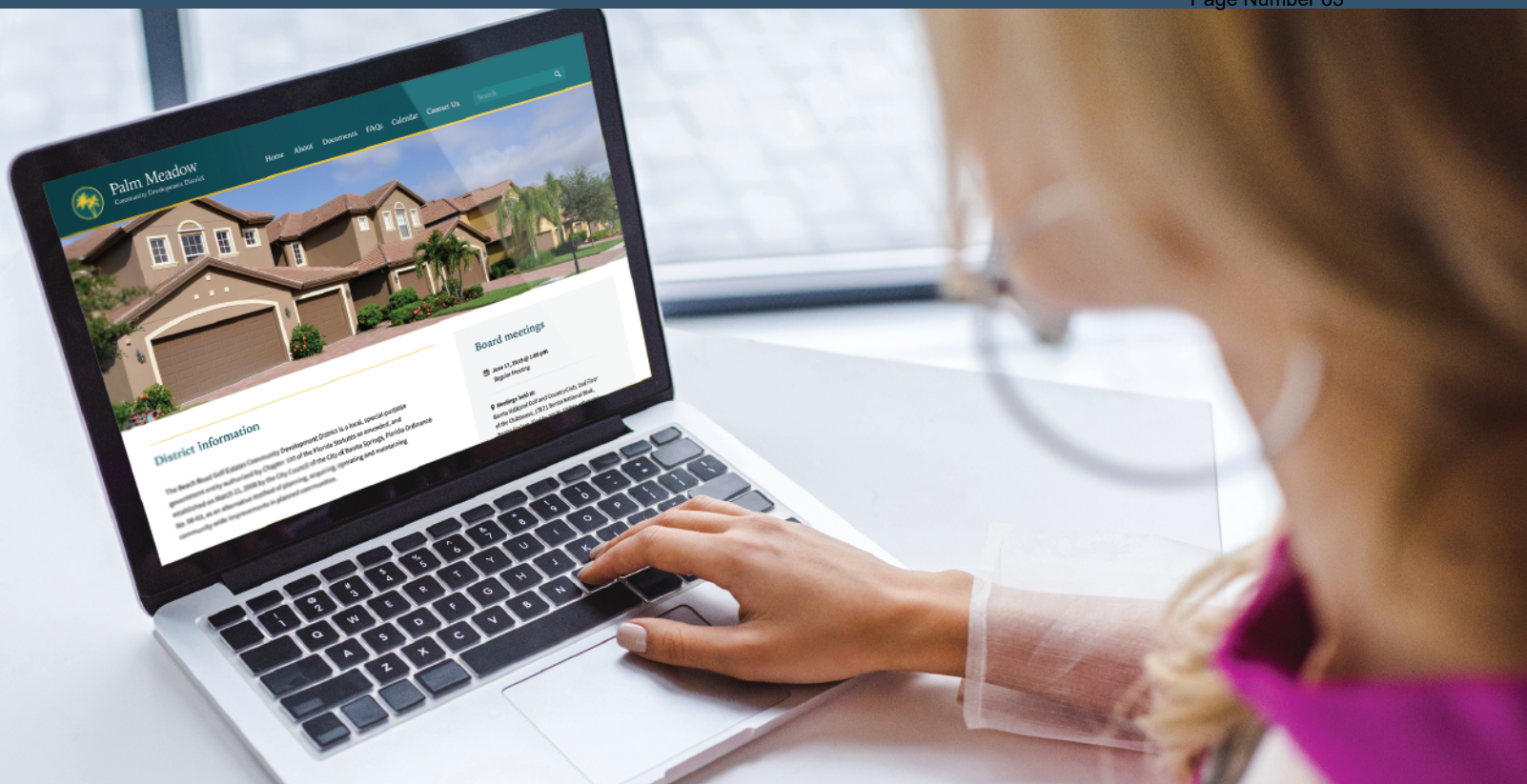
Effective date: 2019-10-15

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation 	1	\$1,512.30
<hr/>		
Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly accessibility site reporting, monitoring and error corrections 	1	\$615.00
<hr/>		
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of up to 750 PDF pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard 	750*	\$937.50
<hr/>		
Social Media Manager		Included

*Maximum PDF pages per 12 month period

Total: \$3,064.80





Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite

We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes

The logo for Campus Suite, with 'campus' in a bold, green, sans-serif font and 'suite' in a smaller, italicized, grey font below it.

A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



W3C[®]
WCAG 2.0



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 2019-10-15, between the Heritage Oak Park Community Development District, whose mailing address is 210 N University Dr, STE 702, Coral Springs, FL 33071 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and

the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,512.30 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on November 1, 2019 the District agrees to compensate the Contractor \$1,552.50 annually for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers

Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms

of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 854-603-0033, OR BY EMAIL AT SANDRA.DEMARCO@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 N. UNIVERSITY DR. STE 702, CORAL SPRINGS, FL. 33071.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

25. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC. d/b/a Campus Suite	Heritage Oak Park Community Development District
<div> <div></div> <div>Steve Williams</div> <div>VP of Marketing</div> </div> <div> <div></div> <div>Date</div> </div>	<div> <div></div> <div>Print name</div> </div> <div> <div></div> <div>Date</div> </div>

Exhibit A: Proposal for Services

Implementation	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation 	1	\$1,512.30
Ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly site reporting, monitoring and error corrections 	1	\$615.00
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of up to 750 PDF pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard 	750*	\$937.50
Social Media Manager		Included

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
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3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

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Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

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