

**HERITAGE GREENS
COMMUNITY DEVELOPMENT DISTRICT**



OCTOBER 21, 2019
BOARD OF SUPERVISORS MEETING
AGENDA PACKET



HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

PREMIER DISTRICT MANAGEMENT, LLC
3820 Colonial Blvd., Suite 101 ▪ Fort Myers ▪ FL 33966
Telephone: (239) 690-7100 ▪ Email: info@cddmanagement.com

Board of Supervisors
Heritage Greens CDD

October 14, 2019

Dear Supervisors,

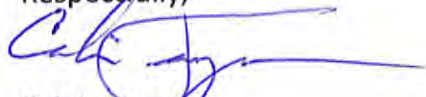
The regular meeting of the Heritage Greens CDD Board of Supervisors will be held on October 21, 2019 at 10 AM, at the Heritage Greens Community Center on 2215 Heritage Greens Drive in Naples, Florida. The Agenda has been prepared by Premier District Management for the meeting to be conducted by Dorrill Management Group. The Agenda is included in Section 3 and some points of interest are as follows:

- As per usual, enclosed are the regular Meeting Minutes for September 16, as well as the Financial Statements for the period ending September 30.
- At the last meeting discussion was held regarding concern over landscape maintenance efforts at the front entrance. We have enclosed a copy of a response from the HOA and the current HOA/CDD agreement regarding landscape maintenance.
- There are two proposals for sidewalk and gutter pan power washing for your review.
- At the last meeting parking concerns were discussed and as requested, Supervisor Shelton discussed this with the HOA and the comments are enclosed from Ms. Neubauer.
- A new proposal for an annual maintenance agreement is enclosed for your consideration.
- Currently, there is no agreement for maintenance of the fountain at the front lake. Enclosed is an agreement for one.

Any supporting documents not enclosed will be distributed at the meeting. The **next meeting is scheduled for November 18, 2019 at 10 AM**. If there are any questions or requests prior to the meeting, feel free to contact me.

We at PDM sincerely appreciate having had the opportunity to provide Management Services for Heritage Greens and wish you all the best in the future.

Respectfully,



Calvin Teague
District Manager

Heritage Greens CDD Meeting Agenda

October 21, 2019 at 10:00 AM

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Approval of the Agenda
4. Audience Comments on Agenda items
5. Approval of Meeting Minutes
 - A. Special Meeting Minutes from September 16, 2019
 - B. Special Meeting Minutes from September 23, 2019
6. Old Business
 - A. Landscape Maintenance at Community Entrance
 - B. Landscape Lighting at Community Entrance update
 - C. East Wall Power Washing/ Painting update
 - D. Sidewalk Cleaning Proposals
 - E. Overnight Parking Enforcement
 - F. Half Wall Removal update
 - G. No Parking Signs Installation
7. New Business
 - A. Landscape Lighting Maintenance Contract
 - B. Fountain Maintenance Contract
 - C. Transition Resolutions
8. District Manager
 - A. Financial Statements
 - i. Period ending September 30, 2019
 - B. Follow-up
 - i. Air Conditioning Contract
9. Attorney
10. Engineer
11. Supervisor Requests and/or Comments
12. Audience Comments
13. Adjournment

Next Meeting: November 18, 2019 at 10 AM

**DRAFT
MINUTES OF MEETING**

The following is a summary of the actions taken at the Heritage Greens Community Development District (CDD) Board of Supervisors meeting.

**HERITAGE GREENS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Heritage Greens CDD was held September 16, 2019 at 10:00 a.m. at the Heritage Greens Community Center at 2215 Heritage Greens Drive in Naples, Florida.

Present and constituting a quorum:

Dorothy Thompson	Chair
John Shelton	Vice Chair
Dale Meszaros	Assistant Secretary
Leigh Connor	Assistant Secretary

Not present:

Barbara Pitts	Assistant Secretary
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Also present were:

Calvin Teague	District Manager
Residents	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order and the District Manager called roll. All were present for today's meeting except Supervisor Pitts.

SECOND ORDER OF BUSINESS

Approval of the Agenda

The Agenda was approved with additions and changes as follows:

- Change 6. A. to Half Wall Discussion
- Add 6. D. Entrance Gates Separator
- Add 5. E. Painting of Fence Update
- Add 5. F. Entrance Landscape Lighting
- Add 6. E. Parking Enforcement

On MOTION by Chair Thompson, seconded by Supervisor Connor, with all in favor, the Agenda was approved as amended.

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

51
 52 There being none, the next Order of Business followed.

53
 54 **FOURTH ORDER OF BUSINESS** **Approval of Meeting Minutes**

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 56 **A. Regular Meeting Minutes from August 19, 2019**

57
 58 The Meeting Minutes were approved as presented.

59
 60 On MOTION by Supervisor Meszaros, seconded by
 61 Chair Thompson, with all in favor, the Regular Meeting
 62 Minutes from August 19, 2019 were approved as
 63 presented.

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 65 **FIFTH ORDER OF BUSINESS** **Old Business**

66
 67 **A. Center Island Upgrade**

68
 69 This project has been completed. The Board expressed concern with how the HOA is
 70 managing the landscaping budget. Therefore, they requested that the District Manager
 71 send a letter to the HOA asking their intentions for maintaining the front entrance
 72 landscaping.

73
 74 **B. Front Monument Sign Replacement Update**

75
 76 This project has been completed, and the Board commented that it looks great.

77
 78 **C. Extension of Sidewalk Project Update**

79
 80 This project was denied by the HOA. The Board agreed to wait to discuss this project
 81 further until after the entrance landscape lighting project is completed.

82
 83 **D. East Wall Power Washing and Painting of the Wall Update**

84
 85 **i. Proposal's for Board Consideration**

86
 87 The District Manager presented two proposals, one from Community Field
 88 Services and one from JL23.

89
 90 On MOTION by Chair Thompson,
 91 seconded by Supervisor Meszaros, with
 92 all in favor, the Board accepted the
 93 proposal from JL23 for \$4,300 including
 94 trimming back the vegetation near the
 95 wall and sealing the cracks in the wall.

E. Painting of Fence Update

An update was given that this project began Friday.

F. Entrance Landscape Lighting

Two estimates were received for this project, one from Fields of Green for \$4,800 and the other from Lightscares for \$4,985.

The Board agreed they would like more information from Lightscares as well as a third proposal from another contractor before awarding the project.

On MOTION by Chair Thompson, seconded by Supervisor Meszaros, with all in favor, the Board approved a not to exceed amount of \$5,000 for the landscape lighting project contingent on getting a third estimate.

SIXTH ORDER OF BUSINESS

New Business

A. Half Wall Discussion

Sapphire Maintenance submitted a proposal for \$750 to remove the half wall.

On MOTION by Chair Thompson, seconded by Supervisor Meszaros, with all in favor, the Board accepts the proposal from Sapphire Maintenance for \$750 to remove the half wall.

B. Contract with Dorrill Management Group

An update was given that Dorrill Management Group had received a copy of the management agreement from the District Attorney, showing where changes need to be made. Given the contract has not yet been signed, the District Manager recommended continuing the meeting to accomplish this task. The Board agreed to continue the current Board meeting to next Monday the 23rd at 10 a.m.

C. Sidewalk Cleaning Proposals

The District Manager stated that his staff is in the process of obtaining proposals for this project.

D. Entrance Gates Separator

The Board agreed to table this item until the next meeting.

146 **E. Parking Enforcement**

147
148 The Board would like an update from the HOA regarding getting the “no parking
149 overnight” signs. The Board requested that the District Manager get pricing for two “no
150 parking anytime” signs for the crosswalk at 2215 Heritage Greens Drive.
151

152 **SEVENTH ORDER OF BUSINESS** **District Manager’s Report**

153
154 **A. Financial Statements**

155 The financial statements were presented and accepted.
156
157

158 On MOTION by Chair Thompson,
159 seconded by Supervisor Connor, with all
160 in favor, the Financial Statements were
161 accepted.

162
163 **B. Follow-up**

164 The District Manager updated the Board on the progress with FEMA. The Board agreed
165 that the 5% extra awarded for administrative fees would still be awarded to Premier
166 District Management for their efforts with FEMA.
167
168

169 **EIGHTH ORDER OF BUSINESS** **Attorney’s Report**

170 There being none, the next Order of Business followed.
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173 **NINTH ORDER OF BUSINESS** **Engineer’s Report**

174 There being none, the next Order of Business followed.
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177 **TENTH ORDER OF BUSINESS** **Supervisor’s Requests and/or
178 Comments**

179 There being none, the next Order of Business followed.
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182 **ELEVENTH ORDER OF BUSINESS** **Audience Comments (Limited
183 to 3 comments per speaker)**

184 There being none, the next Order of Business followed.
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187 **TWELFTH ORDER OF BUSINESS** **Adjournment**

188 There being no further Orders of Business and,
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On MOTION by Chair Thompson, seconded by Supervisor Connors, with all in favor, the meeting was continued to September 23rd at 10 a.m.

Continuation Meeting: September 23, 2019 at 10 a.m.
Next Regular Meeting: October 21, 2019 at 10:00 a.m.

Secretary/Assistant Secretary

Chair/Vice Chair

**DRAFT
MINUTES OF CONTINUED MEETING**

The following is a summary of the actions taken at the Heritage Greens Community Development District (CDD) Board of Supervisors meeting.

**HERITAGE GREENS
COMMUNITY DEVELOPMENT DISTRICT**

The continuation meeting of the Board of Supervisors of the Heritage Greens CDD was held September 23, 2019 at 10:00 a.m. at the Heritage Greens Community Center at 2215 Heritage Greens Drive in Naples, Florida.

Present and constituting a quorum:

Dorothy Thompson	Chair
John Shelton	Vice Chair
Barbara Pitts	Assistant Secretary
Dale Meszaros	Assistant Secretary
Leigh Connor	Assistant Secretary

Also present were:

Greg Urbancic	District Attorney
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FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order and the District Attorney called roll. All were present for today's meeting.

SECOND ORDER OF BUSINESS

Approval of the Agenda

The Board approved discussing Agenda items 5. B., 5. F., 6. B., 6. D. and 6. E from the September 16th Agenda.

On MOTION by Chair Thompson, seconded by Supervisor Connor, with all in favor, these 5 Agenda items are approved.

THIRD ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

There being no audience, the next Order of Business followed.

49 **FOURTH ORDER OF BUSINESS** **Approval of Meeting Minutes**

50
51 **A. Regular Meeting Minutes from August 19, 2019**

52
53 Please see the September 16, 2019 Minutes and Meeting.

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55 **FIFTH ORDER OF BUSINESS** **Old Business**

56
57 **A. Center Island Upgrade**

58
59 Please see the September 16, 2019 Minutes and Meeting.

60
61 **B. Front Monument Sign Replacement Update**

62
63 The Board discussed adding two plants to the front area of the community for \$86 not
64 including labor. Therefore, the Board approved a not to exceed amount of \$200 for this
65 project.

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On MOTION by Chair Thompson, 68 seconded by Supervisor Pitts, with all in 69 favor, the Board approved a not to 70 exceed amount of \$200 for two plants to 71 be installed in the front of the 72 community.
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73
74 **C. Extension of Sidewalk Project Update**

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76 Please see the September 16, 2019 Minutes and Meeting.

77
78 **D. East Wall Power Washing and Painting of the Wall Update**

79
80 **i. Proposal's for Board Consideration**

81
82 Please see the September 16, 2019 Minutes and Meeting.

83
84 **E. Painting of Fence Update**

85
86 Please see the September 16, 2019 Minutes and Meeting.

87
88 **F. Entrance Landscape Lighting**

89
90 Two estimates were received at the last meeting for this project, one from Fields of
91 Green for \$4,800 and the other from Lightscapes for \$4,985. Lightscapes also offered a
92 \$300 service once a year. A third estimate was received from Outdoor Lighting
93 Perspectives for \$5,675.

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On MOTION by Supervisor Meszaros, seconded by Chair Thompson, with all in favor, the Board accepts the estimate from Lightscaapes for \$4,985.

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SIXTH ORDER OF BUSINESS

New Business

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A. Half Wall Discussion

Please see the September 16, 2019 Minutes and Meeting.

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B. Contract with Dorrill Management Group

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The District Attorney presented the management agreement for Dorrill Management Group. It was discussed that Premier District Management’s contract ends October 18th and as such the official start date for the contract with Dorrill Management Group will be October 19th.

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On MOTION by Chair Thompson, seconded by Supervisor Connor, with all in favor, the Board approved the contract with Dorrill Management Group beginning October 19th.

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C. Sidewalk Cleaning Proposals

Please see the September 16, 2019 Minutes and Meeting.

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D. Entrance Gates Separator

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A verbal quote of \$300 was received from D & G Sealcoating and Striping for a double yellow line 50 feet long, running from the edge of the pavers to the gate. After brief discussion, the Board agreed this was the best option for showing the separation between the entrance gates.

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On MOTION by Chair Thompson, seconded by Supervisor Pitts, with all in favor, the Board approved a not to exceed amount of \$350 for D & G Sealcoating and Striping to complete this project.

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E. Parking Enforcement

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The Board discussed an email communication received from the HOA stating that parking enforcement should revert to the CDD. However, this was not an official notice to terminate the contract. Therefore, the Board requested the District Manager contact the HOA regarding their budget for parking enforcement. The Board also requested the

145 District Manager contact the County to find out the specifications on signage needed
146 within the community before ticketing and towing can begin.

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148 **SEVENTH ORDER OF BUSINESS** **District Manager’s Report**

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150 **A. Financial Statements**

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152 Please see the September 16, 2019 Minutes and Meeting.

153

154 **B. Follow-up**

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156 Please see the September 16, 2019 Minutes and Meeting.

157

158 **EIGHTH ORDER OF BUSINESS** **Attorney’s Report**

159

160 Please see the September 16, 2019 Minutes and Meeting.

161

162 **NINTH ORDER OF BUSINESS** **Engineer’s Report**

163

164 Please see the September 16, 2019 Minutes and Meeting.

165

166 **TENTH ORDER OF BUSINESS** **Supervisor’s Requests and/or**
167 **Comments**

168

169 The Board wanted to further discuss FEMA and the amount that Premier District
170 Management would be receiving. However, they decided to postpone any discussions on this
171 topic until any money is received from FEMA.

172

173 The Board discussed needing to send out a mass mailing to the community announcing
174 the new management group for the CDD before the next Board meeting. It was discussed that
175 doing the mailing themselves would save a substantial amount of money. It was also discussed
176 that the Board would like to ask Dorrill Management Group how much they would charge to
177 complete this project.

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179 **ELEVENTH ORDER OF BUSINESS** **Audience Comments (Limited**
180 **to 3 comments per speaker)**

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182 There being no audience, the next Order of Business followed.

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184 **TWELFTH ORDER OF BUSINESS** **Adjournment**

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186 There being no further Orders of Business and,

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188 On MOTION by Chair Thompson, seconded by
189 Supervisor Pitts, with all in favor, the meeting
190 was adjourned at 11:13 a.m.

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193 **Next Regular Meeting: October 21, 2019 at 10:00 a.m.**

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197 _____
Secretary/Assistant Secretary

Chair/Vice Chair

Heritage Greens Community Association

October 8, 2019

To the Board:

The Board of Supervisors of Heritage Greens CDD have concerns with the appearance and ongoing maintenance of the front entrance, therefore requests the HGCA share with the District the plans for ongoing landscape maintenance.

Please address your reply to Dorothy Thompson and John Shelton of the CDD Board of Supervisors.

Respectfully,



Calvin L Teague

District Manager

Premier District Management

HOA/CDD
LANDSCAPE/IRRIGATION MAINTENANCE AGREEMENT

THIS HOA/CDD LANDSCAPE/IRRIGATION MAINTENANCE AGREEMENT (this "**Agreement**") is made and entered into as of this 17th day of September, 2018, by and between HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes (the "**District**"), and HERITAGE GREENS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS:

WHEREAS, the Association is a community association incorporated under Chapters 617 and 720, Florida Statutes as an organization which owns and operates certain community infrastructure and amenity facilities located within the Heritage Greens community including common areas where landscape and irrigation services are required; and

WHEREAS, the District is a local unit of special purpose government organized and existing in accordance with the Uniform Community Development District Act, Chapter 190, Florida Statutes, and was established for purposes that include, without limitation, the delivery of certain community services including without limitation, the maintenance of systems, facilities and basic infrastructure including, without limitation, roads, water management, irrigation, landscaping, drainage, conservation areas and security; and

WHEREAS, pursuant to its authority under Chapter 190, Florida Statutes, and other provisions of applicable law, the District and the Association both have private contracts with landscape maintenance firms; and

WHEREAS, in connection with this agreement the District intends by this Agreement to authorize the Association to take such action on the District's behalf; and

WHEREAS, the Association with the larger common areas being maintained can offer the community an improved landscape appearance, address landscape issues more effectively from a joint effort and a reduction in "community" landscape/irrigation maintenance expenses; and

WHEREAS, the District and the Association agree that the terms of this Agreement are in the best interests of the District, the Association and the property owners and residents within Heritage Greens.

NOW, THEREFORE, the District and the Association agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein by this reference.
2. **Authorization of the Association assume responsibility for all CDD/HOA common area landscape maintenance efforts**. During the Initial Term (as defined below) and, if applicable, any Renewal Term (as defined below), the District hereby authorizes the Association pursuant to Florida Statutes to perform landscaping/irrigation maintenance and improvement tasks on the District's property. This includes selection and management of landscaping vendor(s). All action taken by the Association pursuant to the foregoing authorization shall be in strict compliance with the expectations identified in **EXHIBIT A**.

3. **Effective Date/Term.** The effective date of this Agreement (the "**Effective Date**") shall be the date on which this Agreement has been fully executed by the parties and a fully executed copy delivered by the last party to sign to the other party. The initial term of this Agreement shall commence on the Effective Date and end on January 31, 2020 ("**Initial Term**"). This Agreement shall be automatically renewed for successive one (1) year periods (each, a "**Renewal Term**") at the end of the Initial Term commencing on February 1, 2020 and thereafter on each anniversary thereof unless and until either party provides the other party at least thirty (30) days' prior written notice of its intent not to renew. Either party shall have the right to terminate this Agreement upon written notice to other party for any reason upon thirty (30) days' written notice. If termination does not coincide with existing landscape contract termination the District shall be liable for any costs incurred by the Association.

4. **Payment.** The Association shall not be entitled, for any reason, to reimbursement or refund from the District of any funds expended in the performance by the Association of any enforcement measures under this Agreement after the Districts 2018-2019 budget period. The Association shall be solely responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc., necessary to perform any enforcement functions pursuant to this Agreement. Reimbursement during the Districts 2018-2019 period are outlined in Exhibit A.

5. **Indemnification.** The Association agrees to indemnify, defend and hold harmless the District and its Supervisors, officers, agents, staff and employees from any and all claims, demands, or causes of action of whatsoever kind or nature, and any and all resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the District or its Supervisors, officers, agents, staff or employees arising out of, or by reason of, or relating to this Agreement and/or resulting from the Association's negligent acts, errors, or omissions or willful or intentional acts. This indemnification obligation shall survive any termination of this Agreement. The Association further agrees to require by written contract any contractor hired in connection with this Agreement to indemnify, defend and hold harmless the District and its Supervisors, officers, agents, staff and employees from any and all claims, demands, or causes of action of whatsoever kind or nature, and any and all resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the District or its Supervisors, officers, agents, staff or employees arising out of, or by reason of, or relating to this Agreement or resulting from the contractor's negligent acts, errors, or omissions or willful or intentional acts. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, attorneys' fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

6. **Insurance.** The Association shall procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement. The Association shall carry the following minimum levels of insurance: (a) Comprehensive general liability insurance coverage of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate; and (b) Worker's compensation insurance coverage shall be in full compliance with Florida statutory requirements. The District, its officers and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). A certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida, which carriers shall be reasonably acceptable to the District. The Association further agrees to require by written contract any contractor hired by the Association to perform

all or part of the Association's enforcement services hereunder to procure and maintain, until the completion of the contractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the contractor or subcontractor are expressly waived in writing by the District.

7. **Public Records.** The Association understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, the Association agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. The Association acknowledges that the designated public records custodian for the District is Calvin Teague ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association will 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, District will be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CALVIN TEAGUE C/O PREMIER DISTRICT MANAGEMENT, LLC) AT (239) 690-7100, CTEAGUE@CDDMANAGEMENT.COM, OR 3820 COLONIAL BLVD., SUITE 101, FORT MYERS, FLORIDA 33966.

8. **Sovereign Immunity.** Nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **Amendments.** This Agreement may not be changed, modified, or terminated, except by an instrument executed by the parties hereto.

10. **Entire Agreement.** This Agreement is the entire agreement between the parties hereto, and supersedes any and all prior agreements or understandings with respect to the subject matter hereof.

11. **Assignment.** This Agreement may not be assigned by the Association or the District without the prior written specific consent of the other party, which consent may be withheld in that party's sole and absolute discretion; provided, however, that the Association may contract with one or more third-party contractors pursuant to Section 715.07, Florida Statutes to carry out the parking enforcement contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and either hand delivered, or delivered by overnight courier, with a copy by regular U.S. Mail, addressed as follows:

If to District:	Heritage Greens Community Development District Attn: District Manager Premier District Management, LLC 3820 Colonial Blvd., Suite 101 Fort Myers, FL 33966
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If to Association:	Heritage Greens Community Association, Inc. c/o Resort Management Attn: General Manager 2685 Horseshoe Drive South, Suite 215 Naples, FL 34104
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The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

13. **Governing Law.** This Agreement is made and shall be governed and construed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in the state court of appropriate jurisdiction in Collier County, Florida.

14. **Prevailing Party.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

15. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

16. **Severability.** In the event any provision of this Agreement is deemed to be unenforceable under applicable law, the remainder of this Agreement shall continue to be enforceable and said provision shall be automatically modified and/or limited so that it is enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

DISTRICT:

HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT,
a community development district

ATTEST:



Calvin Teague, Secretary


By: 

Barbara Pitts, Vice Chairperson

Date: 9/17/18

ASSOCIATION:

HERITAGE GREENS COMMUNITY ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: 

Name: Aaron Thompson

Title: President

Date: 9/17/18

EXHIBIT A**HOA/CDD****Landscape/Irrigation Maintenance Agreement**

1. All current DISTRICT landscape and irrigation (excluding preserve maintenance) will transition to Association accountability at the end of the current DISTRICT landscape contract 1/10/19
 - a. Front entry landscape and irrigation
 - b. Golf course canal maintenance (far side of the canal along holes 5 and 13)
 - c. Boarder maintenance along high school and elementary school
2. DISTRICT shall notify current landscapers that contracts will not be renewed by 11/9/18
3. Maintenance and reserve for entry irrigation pump will become accountability of the Association starting 1/1/19
4. Line item for entry irrigation pump should be re-added and funded in Association reserves
5. Maintenance of all common area oaks and palms will become accountability of the Association starting 1/1/19
6. For DISTRICT budget year 18-19, The Association will serve as a vendor for the DISTRICT and submit quarterly invoices based on actual landscape costs not to exceed DISTRICT budget
7. DISTRICT line item budget (year 18-19) items in scope of this agreement total \$34,200
 - a. Contracts -Landscape: 19,800
 - b. Electricity-irrigation: 2,200
 - c. R&M Canals: \$4,700
 - d. R&M Renewal and Replacement (shrubs): \$3,000
 - e. R&M Grounds: \$3,000
 - f. R&M Irrigation: \$1,500
8. After DISTRICT budget year 18-19, DISTRICT will no longer budget for landscaping (except preserves) and accountability will be with the Association

Anabel Tejada

From: JL23 PRESSURE CLEANING SERVICES, INC. <quickbooks@notification.intuit.com>
Sent: Tuesday, September 17, 2019 1:36 PM
To: Anabel Tejada
Cc: jl23pcs@icloud.com
Subject: Estimate from JL23 PRESSURE CLEANING SERVICES, INC.

Good afternoon Anabel,

I have attached a proposal for the pressure cleaning we have done for the last couple of years in Heritage Greens. Feel free to contact us if you have any questions.

We look forward to working with you.

Thanks for your business!
 JL23 PRESSURE CLEANING SERVICES, INC.

----- Estimate -----

631 5th St. SW
 NAPLES, FL 34117 US
 239-290-2369

Estimate #: 3372
 Date: 09/17/2019
 Exp. Date: \$6,900.00

 Address:

Heritage Greens CDD
 3820 Colonial Blvd., Suite 101
 Fort Myers, FL 33966
 239-690-7100

Activity	Qty	Rate	Amount
Pressure clean sidewalks along Heritage Greens Dr., Morning Sun Ln., Crestview Way & Avian Ct.	1	2,400.00	2,400.00
Pressure clean street curbs/gutters along Heritage Greens Dr., Morning Sun Ln., Crestview Way & Avian Ct.	1	2,400.00	2,400.00
Pressure clean driveway aprons along Heritage Greens Dr., Morning Sun Ln., Crestview Way & Avian Ct.	1	2,100.00	2,100.00

 Total: \$6,900.00

Attached is a proposal from JL23 Pressure Cleaning Services, Inc.
If you have any questions please call Jimmy at 239-290-2369.

We appreciate your business!
JL23 PRESSURE CLEANING SERVICES, INC.

Premier Pressure Cleaning LLC

P.O. Box 7222
 Ft. Myers, FL 33919
 (239) 410-2923

PROPOSAL

Date	Proposal #
9/20/2019	1798

To:
Heritage Greens Naples, FL

Qty	Description	Cost	Total
	Pressure Clean Sidewalks	5,000.00	5,000.00
	Pressure Clean Street Gutters & Curbing	2,000.00	2,000.00

Signature _____ Date _____

Total	\$7,000.00
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Premier Pressure Cleaning LLC

P.O. Box 7222
 Ft. Myers, FL 33919
 (239) 410-2923

PROPOSAL

Date	Proposal #
9/20/2019	1799

To:
Heritage Greens Naples, FL

Qty	Description	Cost	Total
	3 Year Contract - 2019, 2020, 2021		
	Pressure Clean Sidewalks	5,000.00	5,000.00
	Pressure Clean Street Gutters & Curbing	2,000.00	2,000.00
	3 Year Contract Discount	-500.00	-500.00

Signature _____ Date _____

Total	\$6,500.00
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From: Jan Neubauer <jneubs@att.net>
Sent: Tuesday, September 17, 2019 9:16 AM
To: Cal Teague <CTeague@cddmanagement.com>; Dale Meszaros <dmesz15@hotmail.com>; John Shelton <jshelton20@comcast.net>
Cc: Suzanne Rivara <srivara22@yahoo.com>
Subject: Fw: Heritage Greens Drive

Hi Cal nd Dale:

Per John Shelton's request yesterday while I was in the office, I am forwarding contact information along to the CDD. The guy I spoke with as County official is Chris Scott, Planning Manager (his contact information is below). I had earlier spoken with Jennifer Belpedio, County Attorney and explained our needs and what we are trying to accomplish. Both Jennifer and Chris mentioned to me if the CDD posted "no over night parking signs" between the hours of midnight and 5:30a.m. police patrolling of the community for violators could take place. The County Planning Department will work with the CDD to ensure proper sign configurations to meet with their standards. If you contact Mr. Scott and remind him of his conversation with me, I am sure he will repeat what is necessary for you to do to get this done. Once you have posted signs all you then apparently need to do is contact the Deputy and ask them to patrol within Heritage Greens to enforce the posted signs. Any cars parked overnight will be ticketed, at no fee to any Board, and if repeat offenses with the same vehicle it will be towed at the owner's expense. This is a good time for you to get this underway before high occupancy season.

I agreed with John Shelton yesterday, this project should reside within the CDD since it involves the roads and signs, rather than with the Master's Board. If for some reason you need our assistance please let us know and we will be happy to further assist.

Jan Neubauer, Vice President
HGCA

Community Field Services Inc.
 127 SE 21st Ave.
 Cape Coral, FL 33990 US
 (239) 284-6662
 cpepin@communityfieldservices.com
 www.communityfieldservices.com



Estimate

ADDRESS

Heritage Greens CDD
 c/o Premier District Management
 3820 Colonial Blvd., Suite 101
 Fort Myers, Florida 33966

ESTIMATE # 1007

DATE 10/12/2019

DATE	DESCRIPTION	AMOUNT
10/12/2019	Purchase and installation of 2 12" x 18" 'No Parking Any Time 3M High Intensity Grade Reflective Aluminum signs. Signs will be placed onto Heavy duty, 8' tall steel posts and fastened by stainless steel hardware. Installation will be in front of 2215 Heritage Greens Drive. Someone onsite is to show us exactly where to place the signs.	315.00

We cannot be liable for buried underground utilities and privately installed utility lines hidden from sight. Community Field Services does not assume responsibility for damage done to underground utilities while performing services. Underground utilities include but are not limited to: natural gas or propane lines, irrigation lines, electronic dog fences, telephone wire, fiber optic cable, cable television, private electrical wiring such as landscape lighting, irrigation control wiring, or any buried outdoor wiring.

TOTAL

\$315.00

Accepted By

Accepted Date



**NO
PARKING
ANY
TIME**

3M Authorized

SmartSign.com • Part # 1710

HERITAGE GREENS



LANDSCAPE LIGHTING BY LIGHTSCAPES "NAPLES"

Your specialist in distinctive landscape lighting
Design & Installation
239-595-2656

ATTN: DALE MESZAROS

16000 Old 41 Road, Ste 205, Naples, FL 34110

Date SEP 13, 2019

Area(s) GATE HOUSE ENTRY AREA
SIGN WALL AREA
ISLAND BEHIND GATE HOUSE

Name HERITAGE GREENS NAPLES
Address 2315 HERITAGE GREENS DR
Phone 734-699-0080

QUANTITY	ITEM	DESCRIPTION/FUNCTION
GATE HOUSE ENTRY AREA	5	MIRH 7 UPLIGHTS ON FLAG POLE + PALMS FRONT OF GATE HOUSE
	2	MIRH5 UPLIGHTS ON POTTED PLANTS
	2	MINI WALL WASHERS ON CORYLINE RED SISTER PLANTS
	1	TRANSFORMER + TIMER
ISLAND BEHIND GATE	1 *	BIG BOX 'DIPLOMAT' WALL WASHER ON THREE PALM CLUSTER * ADD
	6	AR111 UPLIGHTS ON TALL PALMS (1 EACH)
	3	MIRH 7 UPLIGHTS ON LARGE OAK
SIGN WALL AREA	1	TRANSFORMER + TIMER
	4	BIG BOX 'DIPLOMAT' WALL WASHERS ON CORYLINE REDS
	4	MINI WALL WASHERS ON 'PENTAS' BUSHES OTHERS
	2	2 EACH ^{PER} SIGN AREA.
2	TRANSFORMERS + TIMER (1 PER SIGN AREA).	\$ 5185
COMPLETE INSTALL, LIMITED LIFETIME WARRANTY		\$ 2985

Service Call \$75 + \$50 per man hour & materials

Pre-season Yearly Service: We reposition lights knocked askance, trim vegetation covering lights & make your lighting new like the first day we installed them \$300.....

(Any Fixtures destroyed by others additional cost) SERVICE CONTRACT FOR FIRST YEAR. + \$300.-

Lic. #ES12000887

Dale Meszaros
Owner's Signature

Notes: Owner to supply electric necessary. Workmanship & fixtures guaranteed for life. LED light bulbs (2 YRS.) Timers one year.

**Estimate #491**

Sent on 09/25/2019

Phone 239-455-9496

Email arbtrademark@gmail.com

Website trademarkwatersystems.com

From Trademark Water Systems

2315 55th Street SW

Naples, FL 34116

Service Address Premier District Management

3820 Colonial Blvd.

Fort Myers, Florida 33966

Heritage Greens CDD
Premier District Management
3820 Colonial Blvd.
Fort Myers, Florida 33966

SERVICE / PRODUCT	DESCRIPTION	QTY.	UNIT COST	TOTAL
Fountain Maintenance	Bi-yearly maintenance of lake fountain. Includes cleaning of intakes, lights, and float assembly. Verify lights are working and check amp draw on motor. Verify time clocks and/or photo cell.	1	\$100.00	\$100.00*

Total **\$100.00**

* Non-taxable

Thank you for the opportunity to quote this job. This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ **Date:** _____

RESOLUTION 2020-___

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
HERITAGE GREENS COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE; PROVIDING FOR
CONFLICTS AND SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, Heritage Greens Community Development District (the “District”) is a community development district established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Section 190.006(7), Florida Statutes; and

WHEREAS, as required under Florida law, the District desires to designate its local district records office.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

Section 1. Rescission of Prior Designations. All prior officer designations of the District’s local district records office that are inconsistent with the designations set forth herein are hereby rescinded.

Section 2. Local Records Office. The District’s local records office shall be located at 5672 Strand Court, Suite #1, Naples, FL 34110.

Section 3. Severability. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

Section 4. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Heritage Greens Community Development District this 21st day of October, 2019.

Attest:

**HERITAGE GREENS COMMUNITY
DEVELOPMENT DISTRICT**

Neil Dorrill, Secretary

Chair/Vice-Chair

RESOLUTION 2020-___

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Heritage Greens Community Development District (the “District”) is a community development district established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the District has appointed the Secretary of the District as the District’s records custodian; and

WHEREAS, Section 257.36(5), Florida Statutes, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (the “Records Management Liaison Officer”); and

WHEREAS, the District’s Board of Supervisors (the “Board”) desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the Board desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the Board desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

Section 1. Records Management Liaison. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

Section 2. Duties. The duties of the Records Management Liaison Officer shall include the following:

- a. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
- b. coordinate the District's records inventory; and
- c. maintain records retention and disposition forms; and
- d. coordinate District records management training; and
- e. develop records management procedures consistent with the attached Records Retention Policy, as amended; and
- f. participate in the development of the District's development of electronic record keeping systems; and
- g. submit annual compliance statements; and
- h. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- i. such other duties as may be assigned by the Board or the District's records custodian in the future.

Section 3. Records Retention Policy. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

Section 4. Severability. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a

section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

Section 5. **Conflicts.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Heritage Greens Community Development District this 21st day of October, 2019.

Attest:

**HERITAGE GREENS COMMUNITY
DEVELOPMENT DISTRICT**

Neil Dorrill, Secretary

Chair/Vice-Chair

RESOLUTION 2020-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE OFFICERS OF THE DISTRICT; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of Heritage Greens Community Development District (“District”) previously designated the officers of the District; and

WHEREAS, the Board now desires to re-designate and/or appoint certain persons to the offices specified in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

Section 1. Designation of Officers. The following persons are appointed to the offices shown:

- Chair _____
- Vice Chair _____
- Treasurer _____
- Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____

Section 2. Rescission of Prior Designations. All prior officer designations of the Board that are inconsistent with the designations set forth above are hereby rescinded.

Section 3. Severability. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

Section 4. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Heritage Greens Community Development District this 21st day of October, 2019.

Attest:

**HERITAGE GREENS COMMUNITY
DEVELOPMENT DISTRICT**

Neil Dorrill, Secretary

Chair/Vice-Chair

RESOLUTION 2020-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT’S OPERATING BANK ACCOUNTS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Heritage Greens Community Development District (the “District”) is a community development district established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the Board desires to designate authorized signatories for the operating bank account(s) of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

Section 1. Removal of Prior Signatories. All previous signers on the District’s operating bank accounts shall be removed on the Effective Date of this Resolution.

Section 2. Designation of New Signatories. The following are designed as authorized signatories on the operating bank account(s) of the District:

Name:	Office:
_____	_____
_____	_____
_____	_____

Section 3. Severability. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

Section 4. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Heritage Greens Community Development District this 21st day of October, 2019.

Attest:

**HERITAGE GREENS COMMUNITY
DEVELOPMENT DISTRICT**

Neil Dorrill, Secretary

Chair/Vice-Chair

**HERITAGE GREENS
COMMUNITY DEVELOPMENT DISTRICT**

Financial Report

September 30, 2019
unaudited

Prepared by:
Premier District Management

Balance Sheet
Heritage Greens Community Development District
September 30, 2019

GENERAL
FUND

ASSETS

Cash - Iberia Operating	25,891.23
Investments - Iberia - MMA	213,696.04
	239,587.27
TOTAL ASSETS	239,587.27

LIABILITIES AND FUND BALANCES

LIABILITIES

Accounts Payable	5,055.18
	5,055.18
TOTAL LIABILITIES	5,055.18

FUND BALANCES

Nonspendable

Assigned

Reserves - Drainage	6,000.00
Reserves - Fountains	5,500.00
Reserves - Irrigation System	7,500.00
Reserves - Roads and Sidewalks	53,028.00
Reserves - Signage	1,000.00
Reserves - Wall Painting	6,000.00
Reserves - Wall Replacement	12,786.00
Operating Reserves	58,697.00

Unassigned

Unassigned	84,021.09
	84,021.09

TOTAL FUND BALANCES	234,532.09
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TOTAL LIABILITIES AND FUND BALANCES	239,587.27
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Statement of Revenues, Expenditures and Changes in Fund Balances
Heritage Greens Community Development District
For the Period Ending September 30, 2019

General Fund

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>YTD BUDGET</u>	<u>YTD ACTUAL</u>	<u>Variance</u>	<u>% ANNUAL BUDGET</u>	<u>SEP 30, 2019 Actual</u>
Revenues						
Interest Income	500	500	3,381	2,881	(676)	255
Interest - Tax Collector	0	0	114	114	0	0
Gate Stickers/Cards	1,000	1,000	2,549	1,549	(255)	0
Special Assmnts- Tax Collector	242,904	242,904	238,719	(4,185)	(98)	0
Special Assmnts- Discounts / Penalties	(9,716)	(9,716)	(4,706)	5,010	(48)	0
Other Miscellaneous Revenues	0	0	3,342	3,342	0	0
Total Revenues	234,688	234,688	243,399	6,711	(104)	255
Expenses						
Administrative						
Salaries - Supervisors	4,800	4,800	4,010	790	84	400
Payroll-Processing Fees	456	456	887	(431)	195	177
Supervisor Expenses	0	0	10	(10)	0	0
Employment Taxes	368	368	330	38	90	33
Profserv-Engineering	1,000	1,000	0	1,000	0	0
Profserv-Legal Services	4,000	4,000	6,320	(2,320)	158	1,349
Litigation Expenses	0	0	108	(108)	0	0
Profserv-Mgmt Consulting Serv	41,613	41,613	42,255	(642)	102	3,468
Profserv-Property Appraiser	3,644	3,644	219	3,425	6	0
Profserv-Special Assessment	5,628	5,628	5,314	314	94	483
Profserv-Web Site Development	650	650	614	36	94	56
Auditing Services	3,000	3,000	3,000	0	100	0
Postage And Freight	1,500	1,500	21	1,479	1	0
Insurance - General Liability	8,500	8,500	15,251	(6,751)	179	8,680
Printing And Binding	1,000	1,000	0	1,000	0	0
Legal Advertising	1,500	1,500	1,339	161	89	0
Misc-Bank Charge	0	0	60	(60)	0	0
Misc-Assessmnt Collection Cost	4,855	4,855	4,682	173	96	0
Office Supplies	100	100	38	62	38	0
Annual District Filing Fee	175	175	175	0	100	0
Total Administrative	82,789	82,789	84,633	(1,844)	102	14,646
Public Safety						
Contracts-Gate Maintenance Service	1,550	1,550	30	1,520	2	30
Contracts-Cleaning Services	3,016	3,016	2,030	986	67	0
Contracts-HVAC	350	350	189	161	54	189
Contracts-Security Services	55,000	55,000	40,107	14,893	73	3,512
Contracts-Gates	1,200	1,200	1,133	67	94	103
Communication - Telephone	1,500	1,500	1,998	(498)	133	221
Electricity - Entrance	2,000	2,000	1,162	838	58	112
R&M-Gate	3,500	3,500	8,708	(5,208)	249	770

Statement of Revenues, Expenditures and Changes in Fund Balances
Heritage Greens Community Development District
For the Period Ending September 30, 2019

General Fund

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>YTD BUDGET</u>	<u>YTD ACTUAL</u>	<u>Variance</u>	<u>% ANNUAL BUDGET</u>	<u>SEP 30, 2019 Actual</u>
R&M-Gatehouse	2,000	2,000	770	1,230	38	0
Misc-Hurricane	0	0	300	(300)	0	300
Op Supplies - Gate Stickers	600	600	2,418	(1,818)	403	0
Op Supplies - Gatehouse	600	600	40	560	7	0
Public Safety	71,316	71,316	58,885	12,431	83	5,237
<u>Landscape</u>						
Contracts-Landscape	19,800	19,800	9,700	10,100	49	0
Contracts-Preserve Management	1,760	1,760	1,760	0	100	880
Utility - Water & Sewer	700	700	773	(73)	110	57
Electricity - Irrigation	2,200	2,200	1,983	217	90	169
R&M-Canals	4,700	4,700	3,005	1,695	64	0
R&M-Fountain	2,516	2,516	960	1,556	38	210
R&M-Renewal and Replacement	3,000	3,000	3,936	(936)	131	936
R&M-Grounds	3,000	3,000	9,940	(6,940)	331	5,212
R&M-Irrigation	1,500	1,500	1,523	(23)	102	0
R&M-Preserves	100	100	146	(46)	146	0
Misc-Special Projects	3,344	3,344	9,515	(6,171)	285	0
Landscape	42,620	42,620	43,241	(621)	101	7,464
<u>Road and Street Facilities</u>						
Electricity - Streetlighting	10,500	10,500	10,781	(281)	103	896
R&M-Drainage	1,550	1,550	1,425	125	92	0
R&M-Sidewalks	3,500	3,500	0	3,500	0	0
R&M-Roads & Alleyways	2,000	2,000	4,195	(2,195)	210	75
Traffic Signage Rehabilitation	1,400	1,400	3,382	(1,982)	242	11
Total Road and Street Facilities	18,950	18,950	19,783	(833)	104	982
<u>Capital Expenditures & Projects</u>						
Capital Oullay	3,000	3,000	41,219	(38,219)	1,374	8,680
Reserve - Roadways	16,013	16,013	0	16,013	0	0
Total Capital Expenditures & Projects	19,013	19,013	41,219	(22,206)	217	8,680
Total Expenses	234,688	234,688	247,761	(13,073)	106	37,009
Excess Revenue Over (Under) Expenditures	0	0	(4,362)	21,784	0	(36,754)

Statement of Revenues, Expenditures and Changes in Fund Balance
Heritage Greens Community Development District
For the Fiscal Year Ending September 30, 2019

General Fund - Trend Report

	<u>OCT</u> <u>Actual</u>	<u>NOV</u> <u>Actual</u>	<u>DEC</u> <u>Actual</u>	<u>JAN</u> <u>Actual</u>	<u>FEB</u> <u>Actual</u>	<u>MAR</u> <u>Actual</u>	<u>APR</u> <u>Actual</u>	<u>MAY</u> <u>Actual</u>	<u>JUN</u> <u>Actual</u>	<u>JUL</u> <u>Actual</u>	<u>AUG</u> <u>Actual</u>	<u>SEP</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Year to</u> <u>Date</u> <u>Actual</u>
Revenues														
Interest Income	0	0	355	402	364	393	364	339	318	304	286	255	500	3,381
Interest - Tax Collector	0	0	0	85	0	0	20	0	0	9	0	0	0	114
Gate Stickers/Cards	320	0	900	450	0	210	0	330	0	350	(11)	0	1,000	2,549
Special Assmnts- Tax Collector	0	119,311	88,614	11,882	5,070	0	10,616	922	2,305	0	0	0	242,904	238,719
Special Assmnts- Discounts / Penalties	0	(778)	(3,516)	(343)	(78)	0	(18)	28	0	0	0	0	(9,716)	(4,706)
Other Miscellaneous Revenues	231	2,133	0	0	0	0	14	0	964	0	0	0	0	3,342
Total Revenues	551	120,666	86,353	12,476	5,356	603	10,996	1,619	3,587	663	275	255	234,688	243,399
Expenses														
Administrative														
Salaries - Supervisors	800	0	200	200	200	200	200	0	1,010	400	400	400	4,800	4,010
Payroll-Processing Fees	38	38	59	70	34	206	88	0	88	88	0	177	456	887
Supervisor Expenses	0	0	0	0	0	0	0	0	10	0	0	0	0	10
Employment Taxes	66	0	17	38	17	(5)	17	0	83	33	33	33	368	330
Profserv-Engineering	0	0	0	0	0	0	0	0	0	0	0	0	1,000	0
Profserv-Legal Services	(2,545)	455	195	163	0	98	3,281	0	98	3,228	0	1,349	4,000	6,320
Litigation Expenses	0	108	0	0	0	0	0	0	0	0	0	0	0	108
Profserv-Mgmt Consulting Serv	3,468	3,468	4,110	3,468	3,468	3,468	3,468	3,468	3,468	3,468	3,468	3,468	41,613	42,255
Profserv-Property Appraiser	219	0	0	0	0	0	0	0	0	0	0	0	3,644	219
Profserv-Special Assessment	483	483	0	483	483	483	483	483	483	483	483	483	5,628	5,314
Profserv-Web Site Development	56	56	0	56	56	56	56	56	56	56	56	56	650	614
Auditing Services	0	0	0	0	0	0	0	500	2,000	500	0	0	3,000	3,000
Postage And Freight	0	0	0	0	0	21	0	0	0	0	0	0	1,500	21
Insurance - General Liability	541	698	541	541	541	702	541	541	541	847	541	8,680	8,500	15,251
Printing And Binding	0	0	0	0	0	0	0	0	0	0	0	0	1,000	0
Legal Advertising	221	0	0	0	0	0	0	0	158	0	961	0	1,500	1,339
Misc-Bank Charge	60	0	0	0	0	0	0	0	0	0	0	0	0	60
Misc-Assessmnt Collection Cost	0	2,371	1,702	231	100	0	212	19	47	0	0	0	4,855	4,682
Office Supplies	0	0	0	0	0	0	0	0	0	0	38	0	100	38
Annual District Filing Fee	175	0	0	0	0	0	0	0	0	0	0	0	175	175
Total Administrative	3,582	7,677	6,824	5,250	4,899	5,229	8,346	5,067	8,042	9,103	5,980	14,646	82,789	84,633
Public Safety														
Contracts-Gate Maintenance Service	0	0	0	0	0	0	0	0	0	0	0	30	1,550	30
Contracts-Cleaning Services	406	232	0	348	0	232	232	232	348	0	0	0	3,016	2,030
Contracts-HVAC	0	0	0	0	0	0	0	0	0	0	0	189	350	189

Statement of Revenues, Expenditures and Changes in Fund Balance
Heritage Greens Community Development District
For the Fiscal Year Ending September 30, 2019

General Fund - Trend Report

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>Annual</u>	<u>Year to</u>
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Date</u>
Contracts-Security Services	(4,397)	4,397	4,397	4,397	0	0	10,080	12,986	1,894	0	2,842	3,512	55,000	40,107
Contracts-Gates	103	103	0	481	(275)	103	103	103	103	103	103	103	1,200	1,133
Communication - Telephone	0	0	137	424	134	134	134	135	236	221	221	221	1,500	1,998
Electricity - Entrance	291	77	87	78	0	120	68	0	223	0	106	112	2,000	1,162
R&M-Gate	60	0	346	1,470	1,333	271	770	601	1,240	0	1,849	770	3,500	8,708
R&M-Gatehouse	30	0	30	0	180	0	150	0	380	0	0	0	2,000	770
Misc-Hurricane	0	0	0	0	0	0	0	0	0	0	0	300	0	300
Op Supplies - Gate Stickers	1,065	0	0	0	0	0	0	0	1,075	278	0	0	600	2,418
Op Supplies - Gatehouse	0	0	0	40	0	0	0	0	0	0	0	0	600	40
Total Operations & Maintenance	(2,442)	4,809	4,997	7,238	1,372	860	11,537	14,057	5,499	602	5,121	5,237	71,316	58,885
<u>Landscape</u>														
Contracts-Landscape	3,300	0	0	0	0	0	6,400	0	0	0	0	0	19,800	9,700
Contracts-Preserve Management	0	0	0	880	0	0	0	0	0	0	0	880	1,760	1,760
Utility - Water & Sewer	(86)	94	208	65	65	65	65	57	72	57	57	57	700	773
Electricity - Irrigation	297	168	155	165	0	346	186	0	335	0	162	169	2,200	1,983
R&M-Canals	0	0	0	0	0	0	3,005	0	0	0	0	0	4,700	3,005
R&M-Fountain	150	0	200	0	0	0	200	0	0	200	0	210	2,516	960
R&M-Renewal and Replacement	0	0	0	0	0	0	3,000	0	0	0	0	936	3,000	3,936
R&M-Grounds	0	0	0	0	0	49	3,150	0	800	729	0	5,212	3,000	9,940
R&M-Irrigation	0	200	200	0	0	0	1,123	0	0	0	0	0	1,500	1,523
R&M-Preserves	146	0	0	0	0	0	0	0	0	0	0	0	100	146
Misc-Special Projects	0	0	0	0	9,515	0	0	0	0	0	0	0	3,344	9,515
Total Operations & Maintenance	3,807	462	763	1,110	9,580	460	17,129	57	1,207	986	219	7,464	42,620	43,241
<u>Road and Street Facilities</u>														
Electricity - Streetlighting	1,801	901	886	887	0	1,783	908	0	1,811	0	909	896	10,500	10,781
R&M-Drainage	0	0	0	0	570	855	0	0	0	0	0	0	1,550	1,425
R&M-Sidewalks	0	0	0	0	0	0	0	0	0	0	0	0	3,500	0
R&M-Roads & Alleyways	0	0	3,925	0	0	0	0	0	0	0	195	75	2,000	4,195
Traffic Signage Rehabilitation	0	0	0	29	1,987	0	0	0	0	0	1,355	11	1,400	3,382
Total Road and Street Facilities	1,801	901	4,811	916	2,557	2,638	908	0	1,811	0	2,459	982	18,950	19,783
<u>Capital Expenditures & Projects</u>														
Capital Outlay	0	0	0	0	0	0	11,317	0	21,222	0	0	8,680	3,000	41,219
Reserve - Roadways	0	0	0	0	0	0	0	0	0	0	0	0	16,013	0
Total Operations & Maintenance	0	0	0	0	0	0	11,317	0	21,222	0	0	8,680	19,013	41,219
Total Expenses	6,748	13,849	17,395	14,514	18,408	9,187	49,237	19,181	37,781	10,691	13,779	37,009	234,688	247,761

Statement of Revenues, Expenditures and Changes in Fund Balance
Heritage Greens Community Development District
For the Fiscal Year Ending September 30, 2019

General Fund - Trend Report

	<u>OCT</u> <u>Actual</u>	<u>NOV</u> <u>Actual</u>	<u>DEC</u> <u>Actual</u>	<u>JAN</u> <u>Actual</u>	<u>FEB</u> <u>Actual</u>	<u>MAR</u> <u>Actual</u>	<u>APR</u> <u>Actual</u>	<u>MAY</u> <u>Actual</u>	<u>JUN</u> <u>Actual</u>	<u>JUL</u> <u>Actual</u>	<u>AUG</u> <u>Actual</u>	<u>SEP</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Year to</u> <u>Date</u> <u>Actual</u>
Excess Revenue Over (Under) Expenditures	<u>(6,197)</u>	<u>106,817</u>	<u>68,958</u>	<u>(2,038)</u>	<u>(13,052)</u>	<u>(8,584)</u>	<u>(38,241)</u>	<u>(17,562)</u>	<u>(34,194)</u>	<u>(10,028)</u>	<u>(13,504)</u>	<u>(36,754)</u>	<u>0</u>	<u>(4,362)</u>

HERITAGE GREENS
COMMUNITY DEVELOPMENT DISTRICT

Non-Ad Valorem Special Assessments
(Collier County Tax Collector - Monthly Collection Distributions)
Fiscal Year Ending September 30, 2019

GROSS ASSESSMENTS LEVIED **\$ 242,905**
100.00%

Distribution	Gross Amount Received	(Discount) / Penalties	Collection Cost	Net Amount Received	ALLOCATION
					General Fund
October	-	-	-	-	-
November	1,814	(95)	(34)	1,685	1,814
	17,054	(682)	(327)	16,045	17,054
	100,443	-	(2,009)	98,434	100,443
December	65,912	(2,637)	(1,266)	62,009	65,912
	22,702	(879)	(436)	21,387	22,702
January	11,882	(343)	(231)	11,308	11,882
February	5,070	(78)	(100)	4,892	5,070
March	-	-	-	-	-
April	5,421	(18)	(108)	5,295	5,421
	5,195	14	(104)	5,105	5,195
May	922	28	(19)	931	922
June	1,383	41	(28)	1,396	1,383
	922	28	(19)	931	922
July	-	-	-	-	-
August	-	-	-	-	-
September	-	-	-	-	-
TOTAL	238,720	(4,621)	(4,681)	229,418	238,720
BALANCE REMAINING					\$ 4,185

TOTAL ASSESSMENTS	\$ 242,905	PERCENT COLLECTED	98.28%
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HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

Cash and Investment Report

September 30, 2019

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
<u>General Fund</u>			
Checking - Operating Fund (1832)	Iberia	0.85%	33,254
Money Market Account (1840)	Iberia	1.26%	<u>213,696</u>
		TOTAL	\$ <u>246,950</u>

**Heritage Greens Community Development District
Reconciliation - Iberia Bank 1832 OP**

Run: 10/08/2019 @ 12:35 PM

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Closing Balance from Previous Statement.....	8/31/2019	59,486.07
0 Deposits and Other Additions Totaling.....		0.00
17 Checks and Other Withdrawals Totaling.....		26,268.06
0 Adjustments Totaling.....		0.00
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....	9/30/2019	36.00
Closing Balance for this Statement.....	9/30/2019	33,254.01
Difference.....		0.00

Cash Balance from General Ledger.....	9/30/2019	25,891.23
Open Activity from Bank Register.....		(7,362.78)
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		33,254.01

Date	Check	To	Check Description	Amount
✓ 7/17/2019	0010140	Napier Enterprises, Inc.	Monthly Maintenance & Quarterly Diving per Pump	200.00
✓ 9/04/2019	EFT	Collier County Utilities	Utilities - Water 07/10 - 08/09	56.65
✓ 9/06/2019	EFT	ADP	Payroll Processing Fees	88.47
✓ 9/10/2019	0010153	Century Environmental	Pest Control Services - AUG 2019	30.00
✓ 9/10/2019	0010154	Community Field Services	Work Order 1350 - Install Fire Hydrant Roadway Reflectors	75.00
✓ 9/10/2019	0010156	New IQ	Invoices 21495 - A, 23703	1,070.00
✓ 9/10/2019	0010157	Sterling National Bank	Security Services - 06/01/2019 - 06/04/2019	670.00
✓ 9/10/2019	EFT	FPL	Electric 07/26/19 - 08/27/19	1,176.25
✓ 9/11/2019	0010158	Casagrande Electric, Inc.	Deposit for Electrical Work for New Monument Signs	2,000.00
✓ 9/17/2019	0010159	Aquatic Weed Control, Inc.	Semi-annual Wetland Maintenance	880.00
✓ 9/17/2019	0010160	Premier District Management	District Management & Field Services - SEP 2019	4,238.61
✓ 9/20/2019	0010162	EGIS Insurance Advisors, LLC	Insurance Renewel 10/01/19 - 10/01/20	8,139.00
✓ 9/20/2019	0010163	Jones Air Conditioning	Service Maintenance	60.00
✓ 9/20/2019	0010164	Lykins-Signtek	Fabrication and Installation of Reverse Lit Channel Letters	6,930.00
✓ 9/25/2019	EFT	ADP	BOS Meeting Payroll - 09/25/19	369.40
✓ 9/25/2019	EFT	ADP	BOS Meeting Payroll Taxes - 09/25/19	63.60
✓ 9/27/2019	EFT	Comcast	Telephone Service 09/07/19 - 10/06/19	221.08
Total Checks:				26,268.06

Date	Reference	Adjustment Description	Amount
✓ 9/30/2019		Interest Earned	36.00
Total Adjustments:			36.00

Heritage Greens Community Development District

Check Register from 9/01/2019 to 9/30/2019

Iberia Bank 1832 OP

<u>Check</u>	<u>Date</u>	<u>Vendor / Description</u>	<u>Check / Payment</u>
EFT	9/04/2019	Collier County Utilities (Utilities - Water 07/10 - 08/09)	56.65
EFT	9/06/2019	ADP (Payroll Processing Fees)	88.47
EFT	9/10/2019	FPL (Electric 07/26/19 - 08/27/19)	1,176.25
0010153	9/10/2019	Century Environmental (Pest Control Services - AUG 2019)	30.00
0010154	9/10/2019	Community Field Services (Work Order 1350 - Install Fire Hydrant Roadway Reflectors)	75.00
0010155	9/10/2019	Envera Systems (Kiosk System, Virtual Gate Guard Monitoring, Service & Maintenance for 10/01/19 - 10/31/19)	2,841.55
0010156	9/10/2019	New IQ (Invoices 21495 - A, 23703)	1,070.00
0010157	9/10/2019	Sterling National Bank (Security Services - 06/01/2019 - 06/04/2019)	670.00
0010158	9/11/2019	Casagrande Electric, Inc. (Deposit for Electrical Work for New Monument Signs)	2,000.00
0010159	9/17/2019	Aquatic Weed Control, Inc. (Semi-annual Wetland Maintenance)	880.00
0010160	9/17/2019	Premier District Management (District Management & Field Services - SEP 2019)	4,238.61
0010161	9/20/2019	Dorothy Thompson (Reimbursement for Sign)	10.69
0010162	9/20/2019	EGIS Insurance Advisors, LLC (Insurance Renewel 10/01/19 - 10/01/20)	8,139.00
0010163	9/20/2019	Jones Air Conditioning (Service Maintenance)	60.00
0010164	9/20/2019	Lykins-Signtek (Fabrication and Installation of Reverse Lit Channel Letters)	6,930.00
EFT	9/25/2019	ADP (BOS Meeting Payroll - 09/25/19)	369.40
EFT	9/25/2019	ADP (BOS Meeting Payroll Taxes - 09/25/19)	63.60
0010165	9/26/2019	Abbey Thomas Landscapes (Tree Trimming, Removal Brazilian Pepper)	936.00
0010166	9/26/2019	Coleman, Yovanovich & Koester, PA (General Legal Services)	1,348.75
EFT	9/27/2019	Comcast (Telephone Service 09/07/19 - 10/06/19)	221.08
0010167	9/30/2019	Casagrande Electric, Inc. (Balance Due for Proposal #683 Install Dedicated Circuits for Signs)	1,750.00
0010168	9/30/2019	Trademark Water Systems (Light Repair on Fountain)	210.00
<u>Total Checks:</u>			<u>33,165.05</u>

**Heritage Greens Community Development District
Reconciliation - Iberia Bank 1840 MM**

Run: 10/08/2019 @ 12:36 PM

Page: 1

Closing Balance from Previous Statement.....	8/31/2019	213,476.72
0 Deposits and Other Additions Totaling.....		0.00
0 Checks and Other Withdrawals Totaling.....		0.00
0 Adjustments Totaling.....		0.00
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....	9/30/2019	219.32
Closing Balance for this Statement.....	9/30/2019	213,696.04
Difference.....		0.00

Cash Balance from General Ledger.....	9/30/2019	213,696.04
Open Activity from Bank Register.....		0.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		213,696.04

Date	Reference	Adjustment Description	Amount
✓ 9/30/2019		Interest Earned	219.32
Total Adjustments:			219.32