

**HERITAGE OAK PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**AGENDA PACKAGE**  
**OCTOBER 16, 2025**

**Heritage Oak Park Community Development District**  
Inframark, Infrastructure Management Services  
11555 Heron Bay Boulevard, Suite 201, Coral Springs, FL 33076  
Tel: 954-603-0033

October 9, 2025

Board of Supervisors  
Heritage Oak Park Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Heritage Oak Park Community Development District will be held on **Thursday, October 16, 2025** at 10:00 a.m. at 19520 Heritage Oak Boulevard, Port Charlotte, FL 33948. Following is the advanced agenda:

**Regular Meeting Agenda**  
**Call in Number: 1-646-838-1601**  
**Phone Conference ID: 351261110#**  
**Thursday, October 16, 2025**

- 
- 1. Call to Order and Roll Call**
  - 2. Pledge of Allegiance**
  - 3. Audience Comments on Agenda Items**
  - 4. Approval of Agenda**
  - 5. Comments from the Chairman**
  - 6. Organizational Matters**
    - A. Review and Discussion of Resumes/Applications for New Supervisor – Seat #1(Term Expires 11/2028)
      - i. Cindy Alonge ..... Page 3
      - ii. Darla Gyba ..... Page 4
      - iii. Vincent Scotto ..... Page 5
    - B. Oath of Office of Newly Elected Supervisor ..... Page 6
    - C. Consideration of Resolution 2026-01, Designation of Officers ..... Page 7
  - 7. Staff Reports**
    - A. District Counsel
    - B. District Engineer
    - C. District Manager/Project Manager
  - 8. Business Items**
    - A. Consideration of Resolution 2026-02, Adopting Goals and Objectives..... Page 8
  - 9. Old Business**
  - 10. Business Administration**
    - A. Approval of the Minutes of the September 18, 2025 Regular Meeting..... Page 15
  - 11. New Business and Supervisor Requests**
    - A. Pond Cattail Removal..... Page 21
    - B. Road Paving ..... Page 29
  - 12. Adjournment**

**Next Regular Meeting is scheduled for Thursday, November 20, 2025**

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,  
Michelle Egan  
District Management

Cindy Alonge  
1227 Red Oak Ln  
Port Charlotte, FL 33948

To whom it may concern:

I am applying for the position on the HOP board.

Throughout my career I have held many different positions, including administrative duties in an iron mesh plant which included shipping, office billing, ordering materials. I was also the manager of a private golf course lounge, which included ordering, organizing events, inventory, and other duties.

I donated my time and talents for over 40 years teaching dance, performing, organizing schedules, etc.

I take great pride in our community, and am always willing to help when my neighbors and friends need care, rides, and errands. I am involved with Bocce, Cornhole, and Shuffle Board, including helping with Wednesday lunches at the Club House.

Our park is important to me, and I am willing to help where and when needed.

Thank you for your consideration,

Sincerely,

  
Cindy Alonge

## Darla Gyba



I am applying for a position on the CDD board. You will find me to be hardworking, reliable with strong organizational skills. I can multitask and follow assignments to a successful conclusion. During my 32-year nursing career, I learned to work with people of many different personality and temperaments. I am open to suggestions and the opinions of others.

I have assisted in park cleanups. I have provided and maintained plants in the pool area as well around the mailbox areas on Heritage Oak Blvd. additionally helping my neighbors maintain their properties. Attending HOPCA and CDD meetings is very important for me to remain informed about park procedures, policies and current issues. I am willing to provide input and assist in beautification of additional areas with in the park ie: Quasada and Peachland entrences.

As an energetic retired nurse, I have the ability and desire to dedicate as much time as needed to successfully complete any projects / tasks assigned to me.

Thank you for your time and consideration.

Yours sincerely,

9/10/25

Darla Gyba

**VINCENT SCOTTO**  
**1324 RED OAK LN., PORT CHARLOTTE, FL 33948**  
**941-661-3765 VFSCOTTO@GMAIL.COM**

**Skills Summary**

Full time resident of Charlotte County since January 1986. Full time resident of Heritage Oak Park since October 2018.

Currently serving on HOP Villa 1 Committee and serve on the DRC Committee. Previously served on HOP CDD Seat 1 filling an unexpired term,

I have also served on the board of the Rolls Landing Condo Association and served as Treasurer during the reconstruction after hurricane Charley (\$1 million+ project).

I have almost 50 years' experience in working with small and large boards serving the public needs. As a retired Episcopal Clergyman, I now am involved in consulting work with church congregations and non-profit groups undergoing transitions in leadership. Prior to entering the ministry, I worked for several years in the broadcasting industry as a broadcast engineer and technical director.

**Education**

***Degree / Date of Graduation***

BFA Communications, New York Institute of Technology 1970

M.Div. Theology, Church Divinity School of the Pacific 1974

**Experience**

***Name of Employer***

Currently Retired working as independent consultant and supply pastor

1986-2010 Senior Pastor, Church of The Good Shepherd, Punta Gorda, Fl

1979-1986 Pastor, St. Mark's Episcopal Church, Penn Yan, NY

Chaplain, Yates County Sheriff's Department

EC Team Yates County NY – Communications

1977-1979 Associate Pastor, Grace Church, Nyack, NY

1974-1977 Assistant Pastor, Zion Episcopal Church, Wappingers Fall, NY

1967-1971 Broadcast Engineer / News Director, WHBI / WRNW – New York State.

1970 Adjunct Instructor, Dept. of Communications NYIT

# OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Charlotte

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

\_\_\_\_\_  
(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words “so help me God.” See § 92.52, Fla. Stat.]

\_\_\_\_\_  
*Signature*

**(Affix Seal Below)**

Sworn to and subscribed before me by means of \_\_\_\_ physical presence  
Or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
*Signature of Officer Administering Oath or of Notary Public*

\_\_\_\_\_  
*Print, Type, or Stamp Commissioned Name of Notary Public*

Personally Known  or Produced Identification

Type of Identification Produced \_\_\_\_\_

# ACCEPTANCE

**I accept the office listed in the above Oath of Office.**

Mailing Address: Home  Office

\_\_\_\_\_  
Street or Post Office Box **Print Name**

\_\_\_\_\_  
City, State, Zip Code **Signature**

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
DESIGNATING THE OFFICERS OF HERITAGE  
OAK PARK COMMUNITY DEVELOPMENT  
DISTRICT AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, Heritage Oak Park Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per Chapter 190, Florida Statutes.

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

1. The following persons are elected to the offices shown, to wit:

_____	Chairperson
_____	Vice Chairperson
<u>Jennifer Goldyn</u>	Secretary
<u>Leah Popelka</u>	Treasurer
<u>Angel Montagna</u>	Assistant Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
<u>Michelle Egan</u>	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of October 2025.

**ATTEST:**

**HERITAGE OAK PARK  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice Chairperson

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Heritage Oak Park Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

**WHEREAS**, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

**WHEREAS**, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

**SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

**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 upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 16th day of October, 2025.

**ATTEST:**

**HERITAGE OAK PARK  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair, Board of Supervisors

**Exhibit A:** Performance Measures/Standards and Annual Reporting

**Exhibit A**

## Memorandum

**To:** Board of Supervisors

**From:** District Management

**Date:** October 1, 2025

**RE:** HB7013 – Special Districts Performance Measures and Standards

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

**Exhibit A:**  
Goals, Objectives, and Annual Reporting Form

October 1, 2025 – September 30, 2026

**1. Community Communication and Engagement**

**Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least four regular Board of Supervisor (“Board”) meetings per year to conduct District-related business and discuss community needs.

**Measurement:** Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of four Board meetings were held during the fiscal year.

**Achieved:** Yes  No

**Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to the District’s website, publishing in local newspaper of general circulation, and or via electronic communication.

**Standard:** 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

**Achieved:** Yes  No

**Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.

**Standard:** 100% of monthly website checks were completed by District Management or third party vendor.

**Achieved:** Yes  No

**2. Infrastructure and Facilities Maintenance**

**Goal 2.1: Field Management and/or District Management Site Inspections**

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District’s infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager’s reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within District Management services agreement

**Achieved:** Yes  No

**Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District’s infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by district engineer’s report related to District’s infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the fiscal year by the District’s engineer.

**Achieved:** Yes  No

**3. Financial Transparency and Accountability**

**Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District’s website and/or within District records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District’s website.

**Achieved:** Yes  No

**Goal 3.2: Financial Reports**

**Objective:** Publish to the District’s website the most recent versions of the following documents: Florida Auditor General link (<https://flauditor.gov/>) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Florida Auditor General link (<https://flauditor.gov/>) to the Annual audit, previous years’ budgets, and financials are accessible to the public as evidenced by corresponding documents on the District’s website.

**Standard:** District’s website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No

**Goal 3.3: Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (<https://flauditor.gov/>) to the results to the District’s website for public inspection and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District’s website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District’s website and transmitted to the State of Florida.

**Achieved:** Yes  No

**SIGNATURES:**

Chair/Vice Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Heritage Oak Park Community Development District

District Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Heritage Oak Park Community Development District



September 18, 2025 Meeting

Heritage Oak Park CDD

37 On MOTION by Mr. Horsman seconded by Mr. Russo with all in  
 38 favor, the agenda was approved as presented. 4-0

39  
 40 **FIFTH ORDER OF BUSINESS**

**Comments from the Chairman**

- 41 • Mr. Falduto noted they are close to the seasonal residents coming back and there will  
 42 be more traffic. He suggested residents be careful.

43  
 44 **SIXTH ORDER OF BUSINESS**

**Staff Reports**

45 **A. District Counsel**

46 None.

47  
 48 **B. District Engineer**

49 None.

50  
 51 **C. Project Manager**

52 i. Landscape Issues

- 53 • Ms. Egan expressed concern of agronomy with Joya Tree Service and Lawn Care. They  
 54 are not performing well in this regard. She requested permission to obtain proposals to  
 55 contract someone more experienced to handle the agronomy.

56  
 57 Mr. Russo MOVED to authorize Ms. Egan to enter into a contract  
 58 with an agronomist, and was Ms. Teter seconded the motion.

- 59  
 60 • Discussion ensued and Mr. Horsman stated that Joya should either remove the  
 61 agronomy portion from of the contract or pay the agronomist directly.

62  
 63 On MOTION by Mr. Russo seconded by Ms. Teter, with all in favor  
 64 the previous motion was amended to authorize Ms. Egan to obtain  
 65 proposals for an Agronomist, and have Joya pay the agronomist  
 66 directly or have it deducted from their monthly invoice. 4-0

67  
 68 Ms. Egan reported on the following:

- 69 • The big 30-horsepower pump will be delivered to the vendor’s shop either Friday or  
 70 Saturday. ITS will be at the Lodge early next week to install it. She requested residents  
 71 stay away from the area they are working in for their safety.  
 72 • The board for the doors at the Lodge was struck by lightning. New ones will be installed  
 73 on Monday. They will work on the one in the back of the building and move to the one

September 18, 2025 Meeting

Heritage Oak Park CDD

74 on the side of the building. Discussion ensued, and Ms. Egan asked whether a backup  
 75 system could be used. She will determine whether or not there are other options. They  
 76 can be unlocked if they need anything out of them.

- 77 • Ms. Egan reminded everyone that resumes for the vacant Seat are due on September 26,  
 78 2025.

79

80 **D. District Manager**

- 81 • None.

82

83 **EIGHTH ORDER OF BUSINESS** **Old Business**

84 **A. Golf Carts**

85 Ms. Egan stated Cart City has a new cart with a lithium battery, which comes with a five-  
 86 year warranty. The batteries have a two-year warranty, but would be prorated after the five-year  
 87 warranty. The cost is \$6,500 and it goes up to 20 mph. She would like permission to purchase it,  
 88 and either trade in the two old golf carts or sell them to offset the cost.

89

90 Ms. Teter MOVED to approve the purchase of a new golf cart and  
 91 Mr. Russo seconded the motion.

92

93 Mr. Horseman thinks there are more important items for which money should be spent.

94

95

96 On VOICE VOTE Ms. Teter, Mr. Russo, and Mr. Falduto voting  
 97 AYE, and Mr. Horsman voting NAY, the purchase of a new golf  
 98 cart was approved. 3-1.

99

100 On MOTION by Ms. Teter, seconded by Mr. Russo, with all in  
 101 favor, the two current golf carts shall be declared as surplus  
 102 equipment. 4-0.

103

104 **NINTH ORDER OF BUSINESS** **Business Administration**

105 **A. Approval of the Minutes of the August 21, 2025 Regular Meeting**

106

107 On MOTION by Mr. Horsman seconded by Mr. Russo, with all in  
 108 favor, the minutes of the August 21, 2025 meeting were approved  
 109 as presented. 4-0

110

111

112

September 18, 2025 Meeting

Heritage Oak Park CDD

113 **TENTH ORDER OF BUSINESS**

**New Business and Supervisor Requests**

114 Mr. Falduto requested a motion to temporarily recess the meeting until District Counsel  
115 joins the meeting.

116 On MOTION by Mr. Russo seconded by Ms. Teter, with all in favor,  
117 the meeting was recessed. 4-0

118  
119  
120 On MOTION by Mr. Horsman seconded by Ms. Teter, with all in  
121 favor, the meeting was reconvened. 4-0

122  
123 **SEVENTH ORDER OF BUSINESS**

**Business Items**

124 **A. Public Hearing for Rulemaking Process for Trespass/Rules**

- 125 • Ms. Demarco requested a motion to open the public hearing for comments and reminded  
126 the public they would have three minutes to speak.

127  
128 On MOTION by Mr. Horsman seconded by Mr. Russo, with all in  
129 favor, the public hearing was opened. 4-0

- 130  
131 • Ms. Demarco noted Ms. Cameron sent several emails which were provided to the Board  
132 and are entered into the public record.
- 133 • Ms. Cameron commented that she does not want trespass rules. She claims Mr. Falduto  
134 misrepresented what happened and believes he should be suspended. She also claimed  
135 Mr. Russo should resign from the Board.
- 136 • Ms. Benkoczy asked how it is legal to trespass and the parameters. Mr. Falduto  
137 responded he checked with the Sheriff’s Department, and he was told he had the right  
138 to trespass if rules were violated or anyone was acting irrationally.
- 139 • Mr. Cohen stated that just because someone pays in their assessments to be part of the  
140 amenities, those rights can be revoked if someone is being disruptive or if they disobey  
141 the law, by suspending those privileges.

142  
143 On MOTION by Ms. Teter seconded by Mr. Russo, with all in favor,  
144 the public hearing was closed. 4-0

- 145  
146 • Board discussion ensued.

September 18, 2025 Meeting

Heritage Oak Park CDD

- 147 • Ms. Teter inquired whether there were only two options: suspending someone for 30
- 148 days or for one year. Mr. Falduto responded no, the Board can choose what they believe
- 149 is appropriate timing of suspension.
- 150 • Mr. Russo inquired if someone could be permanently trespassed. Mr. Falduto responded
- 151 only if the situation is severe,
- 152 • Mr. Horsman believes the scope is too broad, and he only agrees with the first three
- 153 items on the list. The police should be called first, and the Board can make a decision at
- 154 a meeting.
- 155 • Ms. Teter and Mr. Russo agree with the rules as presented.
- 156 • Ms. Teter inquired about the pool rules that no one can swim in the pool after dark. She
- 157 questioned the District’s liability if someone breaking those rules drowns. Mr. Cohen
- 158 responded the rules are there for a reason, and if a rule is clearly posted, but someone
- 159 still breaks it, the Board may be subject to a lawsuit, but it is ultimately the person’s
- 160 responsibility. There is no way of knowing how a court would rule. He also noted the
- 161 District’s rules can be changed at any time by going through the same rulemaking
- 162 process.

163  
164 **i. Consideration of Resolution 2025-10, Adopting Revised Rules, Policies and**  
165 **Procedures**  
166

167 Mr. Russo MOVED to adopt Resolution 2025-09, Adopting Revised  
168 Rules, Policies and Procedures, and Ms. Teter seconded the motion.

- 169
- 170 • Mr. Horsman agrees Rules need to be adopted, he believes this situation is *out of hand*.

171

172 On VOICE VOTE with all in favor, Resolution 2025-09 was  
173 adopted.

174  
175  
176 **TENTH ORDER OF BUSINESS**

**New Business and Supervisor Requests  
(Continued)**

- 177
- 178 • There were no new business and supervisor requests.

179  
180 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

181 There being no further business,  
182

September 18, 2025 Meeting

Heritage Oak Park CDD

183  
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186  
187  
188  
189  
190  
191  
192  
193

On MOTION by Mr. Horsman seconded by Ms. Teter, with all in favor the meeting adjourned at 11:09 a.m. 4-0

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Assistant Chairperson

### **SERVICES AGREEMENT**

PROPERTY NAME: Heritage Oak Park CDD  
CUSTOMER NAME: Heritage Oak Park CDD  
SERVICE DESCRIPTION: 2025 October Cattail Removal (**Lake 1**)  
EFFECTIVE DATE: September 29, 2025  
SUBMITTED TO: Michelle Egan  
SUBMITTED BY: Brittany Hemery, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

HERITAGE OAK PARK CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

\_\_\_\_\_

**Please Mail All Notices and Agreements to:**

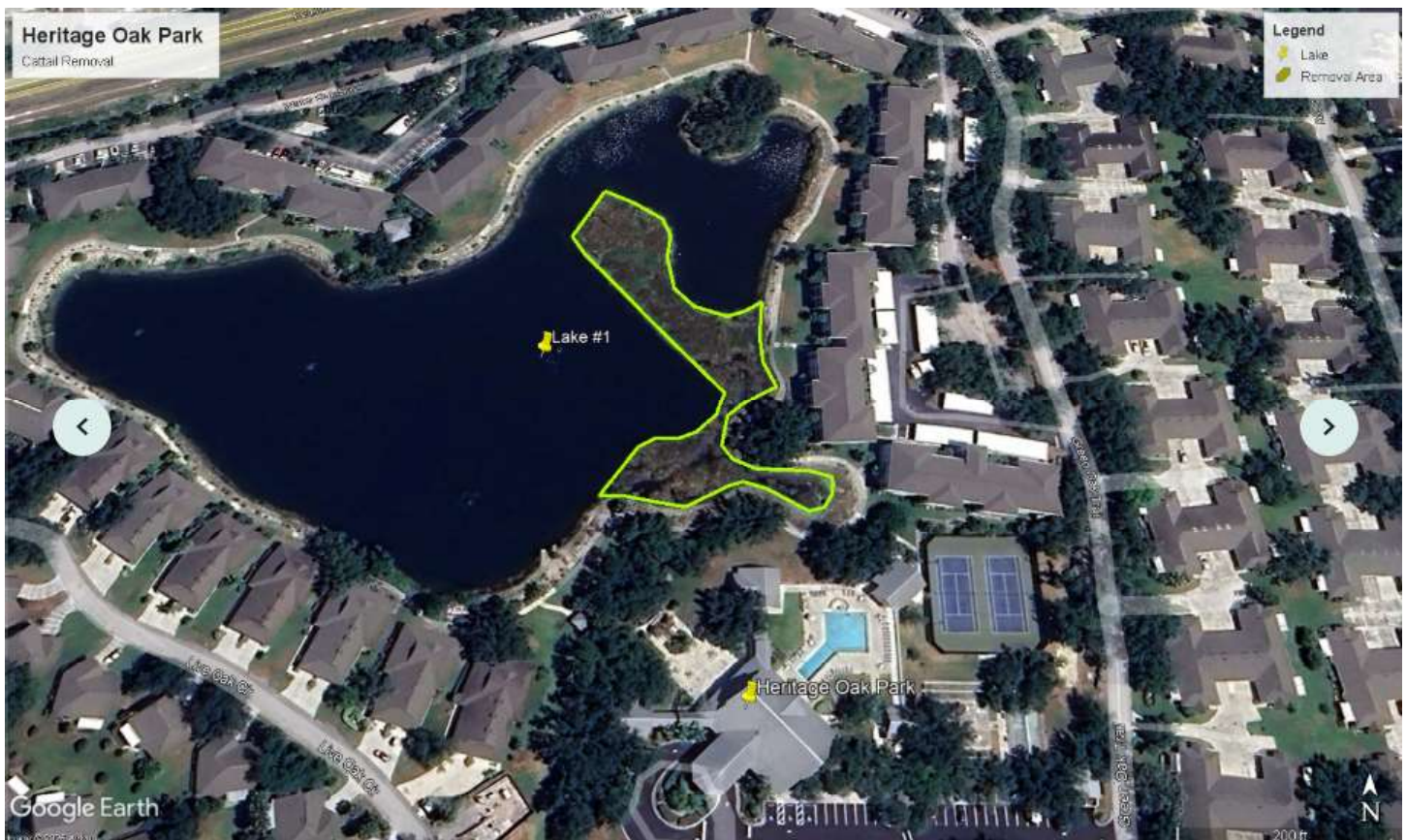
**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**



### **SCHEDULE A – SCOPE OF SERVICES**

#### Shoreline Weed Control:

1. Any growth of **cattails** found within the **littoral shelf area of Lake 1 (see map)** shall be treated through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Company shall not be responsible for any growth that is not visible at the time of application.
3. Company shall not be responsible for cutting down or removing any of the dead plants resulting from this application.



#### General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has



received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$8,437.00** Price is valid for 60 days from the Effective Date

**Due upon completion of the services.**



Appendix 20  
 SUNLAND PAVING CO.  
 1012 LAS PALMAS COURT  
 PORT CHARLOTTE, FL 33980  
 PHONE 941-625-5888  
 EMAIL:slpaving@yahoo.com

SUBMIT TO: Michelle Egan	DATE: September 8, 2025
PHONE: 941-661-4820	FAX:
JOB NAME: Heritage Oaks	EMAIL: michelle.egan@inframark.com

<b>PROPOSAL INCLUDES: Asphalt milling and paving @ Red Oak Lane 11,548 SY</b>	
<ul style="list-style-type: none"> <li>• Mill along driveways</li> <li>• Clean milled area free of debris</li> <li>• Haul debris off site</li> <li>• Apply even tack coat for bonding of surfaces</li> <li>• Install 1" SP 9.5 Asphalt</li> <li>• Re-stripe as-is</li> </ul>	<b>Total \$ 152,519.00</b>
**PLEASE VERIFY PRICE AFTER 30 DAYS FROM BID DATE**	

<p><b>SUNLAND PAVING IS NOT RESPONSIBLE (UNLESS STATED ABOVE) FOR THE FOLLOWING:</b></p> <ul style="list-style-type: none"> <li>• ANY UNMARKED UNDERGROUND UTILITIES IN WORK AREA</li> <li>• PRE-EXISTING BASE MATERIAL AND ASPHALT FOR REFLECTIVE CRACKING.</li> <li>• NO GUARANTEE POSITIVE DRAINAGE FOR PAVEMENT DESIGN WITH LESS THAN 1% SLOPE AND/OR INVERTED CROWNS</li> <li>• NO GUARANTEE POSITIVE DRAINAGE ON RESURFACING PROJECT WITHOUT LEVELING COMPENSATION</li> </ul>
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<p><b>GENERAL NOTES AND CONDITIONS:</b></p> <p style="text-align: center;"><b><i>THE PRESENT PRICE FOR ASPHALT IS \$106.00 PER TON PLUS TAX</i></b>  <b><i>ANY INCREASE IN PRICE BETWEEN NOW AND TIME OF INSTALLATION WILL BE AN ADDITIONAL CHARGE.</i></b></p> <ul style="list-style-type: none"> <li>• QUOTE DOES NOT INCLUDE BONDING OR BOND COST</li> <li>• QUOTE DOES NOT INCLUDE SURVEY, LINES AND GRADES, TESTING, PERMITS, OR AS BUILT (S) DRAWING</li> <li>• QUOTE IS GOOD FOR 30 DAYS FROM DATE ON QUOTE</li> <li>• QUOTE IS FOR DAY TIME WORK, MONDAY THRU FRIDAY. NO NIGHT WORK OR WEEKENDS.</li> <li>• AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR/ OWNER SHALL BE PRESENT DURING OUR PORTION OF THE CONSTRUCTION TO OBSERVE PLACEMENT OF THE ASPHALT AND MUST NOTE ANY CONCERNS PRIOR TO SUNLAND PAVING DEMOBILIZATION</li> <li>• FINISH GRADE WORK TO BE DONE BY OTHERS.</li> <li>• SUNLAND PAVING WILL NOT BE RESPONSIBLE FOR ANY OVER RUN. ANY ADDITIONAL ASPHALT WILL BE CHARGED AT \$225.00/ TON PLUS TAX.</li> <li>• NO ADDITIONAL WORK WILL BE DONE WITHOUT A SIGNED CHANGE ORDER</li> <li>• OWNER OR CONTRACTOR MUST PROVIDE BONDING INFORMATION OR NOTICE OF COMMENCEMENT BEFORE WORK CAN BEGIN</li> <li>• NO M. O. T.</li> <li>• IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT, THE PREVAILING PARTY WILL RECOVER ALL COST AND REASONABLE ATTORNEY FEES.</li> <li>• PAYMENT IS DUE UPON COMPLETION. ANY PAYMENT NOT PAID WITHIN THE AGREEMENT WILL BEAR INTEREST AT THE RATE OF 1.5% MONTHLY, 18% ANNUALLY.</li> </ul>
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<p><b>THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED.</b>  <b>YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.</b></p>	
CONTRACTOR/OWNER SIGNATURE:	ACCEPTANCE DATE:
SUNLAND PAVING CO, INC:	ACCEPTANCE DATE: