

***HERITAGE HARBOR  
COMMUNITY DEVELOPMENT DISTRICT***

***Agenda Package***

***Regular Meeting***

***Tuesday  
February 8, 2022  
5:30 p.m.***

***Location:  
Heritage Harbor Clubhouse  
19502 Heritage Harbor Parkway  
Lutz, FL 33558***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Heritage Harbor Community Development District

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DPFG Management & Consulting, LLC

[X] 250 International Parkway, Suite 280  
Lake Mary FL 32746  
(321) 263-0132 Ext. 734

February 1, 2022

Board of Supervisors  
**Heritage Harbor Community Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Heritage Harbor Community Development District is scheduled for **Tuesday, February 8, 2022, at 5:30 p.m.** at the **Heritage Harbor Clubhouse, 19502 Heritage Harbor Parkway, Lutz, FL 33558.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

*Howard McGaffney*

Howard McGaffney  
District Manager

Cc: Attorney  
Engineer  
District Records

District: **HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, February 8, 2022

Time: 5:30 PM

Location: Heritage Harbor Clubhouse  
19502 Heritage Harbor Parkway  
Lutz, Florida 33558

Dial-in Number: +1 929-205-6099

Meeting ID: 204 359 6216

### ***Agenda***

**I. Roll Call**

**II. Audience Comments** – *(limited to 3 minutes per individual for agenda items)*

**III. Landscape & Pond Maintenance**

A. Greenview Landscape as Inspected by OLM – January 27, 2022 – 93% Exhibit 1

B. Steadfast Environmental – Waterway Inspection Report Exhibit 2

**IV. Operations**

A. Golf Course Report – *To Be Distributed*

B. DPFG Operations Report – February 2022 Exhibit 3

C. Consideration of Drainage Professional Construction Agreement Exhibit 4

**V. Administrative**

A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 11, 2022 Exhibit 5

B. Consideration for Acceptance – The December 2021 Unaudited Financial Report Exhibit 6

**VI. Business Matters**

A. Consideration & Adoption of **Resolution 2022-03**, Re-Designating Officers Exhibit 7

B. Discussion of Status on Pump House Project

C. Discussion of Trespass Language in Newsletter

D. Discussion of Sheriff Hours

**VII. Staff Reports**

- A. District Manager
- B. District Attorney
- C. District Engineer

**VIII. Supervisors Requests**

**IX. Audience Comments – New Business –** *(limited to 3 minutes per individual for non-agenda items)*

**X. Adjournment**

# EXHIBIT 1



# HERITAGE HARBOR CDD

## LANDSCAPE INSPECTION

January 27, 2022

### ATTENDING:

LARRY RHUM – GREENVIEW LANDSCAPE

PAUL WOODS – OLM, INC.

**SCORE: 93%**

### NEXT INSPECTION

**FEBRUARY 24<sup>TH</sup>, 2022 AT 9:00 AM**

## CATEGORY I: MAINTENANCE CARRYOVER ITEMS

NONE

## CATEGORY II: MAINTENANCE ITEMS

### HARBOR TOWNE

1. Parking lot: Remove sand and gravel with a shovel along curbs and stormwater inlets.
2. In front of building: Hand prune Firecracker maintaining clearance with the sidewalk and removing deadwood. Do not shear these plants.
3. Behind the building: Round the Ilex Schilling and remove trash along the hedgerow.
4. Air conditioning enclosure: Remove leaves in the enclosure.
5. Around the air conditioners: Reduce the height of the Viburnum still screening the tops of the air handlers but improve visibility to the putting green from the restaurant windows.
6. Adjacent to the basketball courts: Remove trash and debris along the wood line and stormwater pond.

### PARKWAY

7. **Remove accumulation of leaves and mulch on turf areas.**
8. Continue to apply preemergent herbicide controls on mixed turf stands promoting infilling growth of Bermuda.
9. 19400 block: Hand prune deadwood from the Viburnum. Also, remove Brazilian Pepper and Oak volunteers.
10. Along the Sea Mist right of way adjacent to the golf cart path: Change the nozzles to allow them to be closed (VAN). This is irrigation that runs off homeowner controllers but is resulting in heavy saturation and increased weediness in the District maintained right-of-way.
11. Pocket park at Harbor Lake Drive: Prune back Viburnum along the lake access easement.
12. **Control fungus in Evergreen Giant Liriope.**

13. Along the parkway center median islands: Control turf weeds and fungus in turf.
14. To the north of the Kings Gate entrance: Control turf disease and repair under warranty any St. Augustine that does not fully recover.
15. North end of Harbor Ridge Lane: Continue to prune back wood line overgrowth and plants that are obstructing an uninterrupted mowable.

#### **LUTZ LAKE FERN FRONTAGE**

16. At the fire hydrant to the east of the Cypress Green Drive entrance: Prune wood line overgrowth. Maintain clearance around hydrant. Continue to prune the front wood line to increase the shrub effect and improved screening.
17. Top dress seasonal color beds with pine fins per the specifications.

#### **CATEGORY III: IMPROVEMENTS – PRICING**

1. Harbor Lake pocket park: Provide a price to install Copperleaf to create a landscape hedgerow.

#### **CATEGORY IV: NOTES TO OWNER**

1. Recent cold temperatures have resulted in temporary discoloration of semi and subtropical plants. Leaf drop or discoloration is the most common result of the cold temperatures. I recommend turning off the irrigation controller due to the upcoming freeze event.
2. Today's inspection is for the February billing period. At the request of the District the monthly inspection will be moved to the 4<sup>th</sup> week of the month so the report can be included into the Monthly Board Package the first week of the month.

#### **CATEGORY V: NOTES TO CONTRACTOR**

NONE

PGW:kn

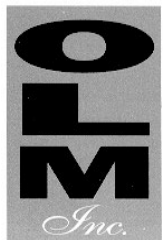
cc: Jackie Leger [jleger@dpfgmc.com](mailto:jleger@dpfgmc.com)  
Brent Henman [bhenman@dpfgmc.com](mailto:bhenman@dpfgmc.com)  
Patricia Thibault [pthibault@dpfgmc.com](mailto:pthibault@dpfgmc.com)  
Ray Leonard [rleonard@greenacre.com](mailto:rleonard@greenacre.com)  
Larry Rhum [debs@greenviiewfl.com](mailto:debs@greenviiewfl.com)

# HERITAGE HARBOUR CDD

## MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5		
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10		
TURF INSECT/DISEASE CONTROL	10	-3	Fungus along center islands and right of ways
PLANT FERTILITY	5		
WEED CONTROL – BED AREAS	10		
PLANT INSECT/DISEASE CONTROL	10		
PRUNING	10	-1	Oak Stubs, Spanish moss, VO hedgerows /complete pool palms
CLEANLINESS	10	-2	Leaf debris
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		
CARRYOVERS	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10	-5	Pine fines
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
<b>MAXIMUM VALUE</b>	<b>145</b>		



Date: 1-27-22 Score: 93 Performance Payment™ 100%

Contractor Signature: [Signature]

Inspector Signature: [Signature]

Property Representative Signature: \_\_\_\_\_



# EXHIBIT 2



# Heritage Harbor CDD Aquatic

Kevin Riemensperger  
1/4/2022 7:18 AM

Steadfast Environmental  
30435 Commerce Drive Suite 102  
San Antonio, FL 33576  
813-836-7940 | office@SteadfastEnv.com



**Site: 72**



Comments:  
Despite a low water level, there is no observable algae on the water, nor is there nuisance vegetation on the bank. However, visible on the bank is Watermill/Wolffia that has run aground. This difficult to treat nuisance plant was treated on site.



**Site: 50**



Comments:  
Excellent condition. No algae within the water, nor grasses along the shore.





**Site: 55**



Excellent condition. The exposed mud along the bank is dark and has the appearance of algae, but is free of any nuisance organics. The pond is clean.

**Site: 54**



Comments:

Excellent condition. The most pressing issue on the driving range pond being an over abundance of golf balls. No algae or grasses noted. Coastal Spikerush along the bank are receiving treatments for nuisance grasses.



**Site: 21**



Great condition. The only observable deviation is a slight amount of Torpedograss growth on one side.

**Site: 20**



Near-excellent condition. No algae or grasses noted, however there are Dwarf Babytears noted in this pond. a series of subsurface treatments will remove the non-native invader.



**Site: 8**



The first pond observed to have algae, there are small amounts of filamentous algae in the extremely shallow pond. Most of it is browning/dying. The bank is pristine aside from some light Torpedograss near the drainage structure.

**Site: 11**



Excellent condition. The only deviation being a moderate amount of Dwarf Babytears which were previously treated, and are dying and floating to the surface as they decay.

**Site: 9**



Excellent condition. Routine maintenance and monitoring will continue.

**Site: 64**



The pond is extremely shallow, a portion of the bed is exposed in the center of the pond. Despite this there is no algae, and a minimal amount of grasses that will be treated later today.





### ***Management Summary***

The month of January shows a continuation of winter conditions, though with some deviation. Cooler temperatures are the norm during the evening, night, and morning (40-50); though recently we have seen a resurgence in almost summer-like daytime temperatures (highs of 85). Rainfall events have been few and far between, and with only the occasional isolated event; the water levels of most ponds have decreased as winter progresses. Both the increased daytime temperatures and decreased rainfall provide assistance in the growth of algae, while the latter and decreased nighttime temperatures extend the time it takes for treated algae to decay (beyond the usual 7-10 day period). Additionally, most types of vegetation that enter a dormant period will do so during winter's shortened light-cycles. It may look as though many types of vegetation are "dead" or "dying" but are simply awaiting the return of spring, where these species will return to life.

Most ponds observed in Heritage Harbor are in excellent health, reflective of the overall state of the community. Algae and nuisance grasses were sparse, being noted on only 1-2 ponds (even here the algae was in a state of decay), while others ponds not included on this report were seen to be in excellent health as well. Water levels have decreased on most ponds, exposing portions of the bank, which are for the most part, clear of nuisance vegetation (the most extreme example being pond 64). There are a few key areas that continue to be targeted for hard to remove growth, and here the offending material is in the process of decaying (though decay times are extended due to winter). Treatments continue to the mild amounts of Dwarf Babytears that are found on the fringes of some of the golf course ponds.

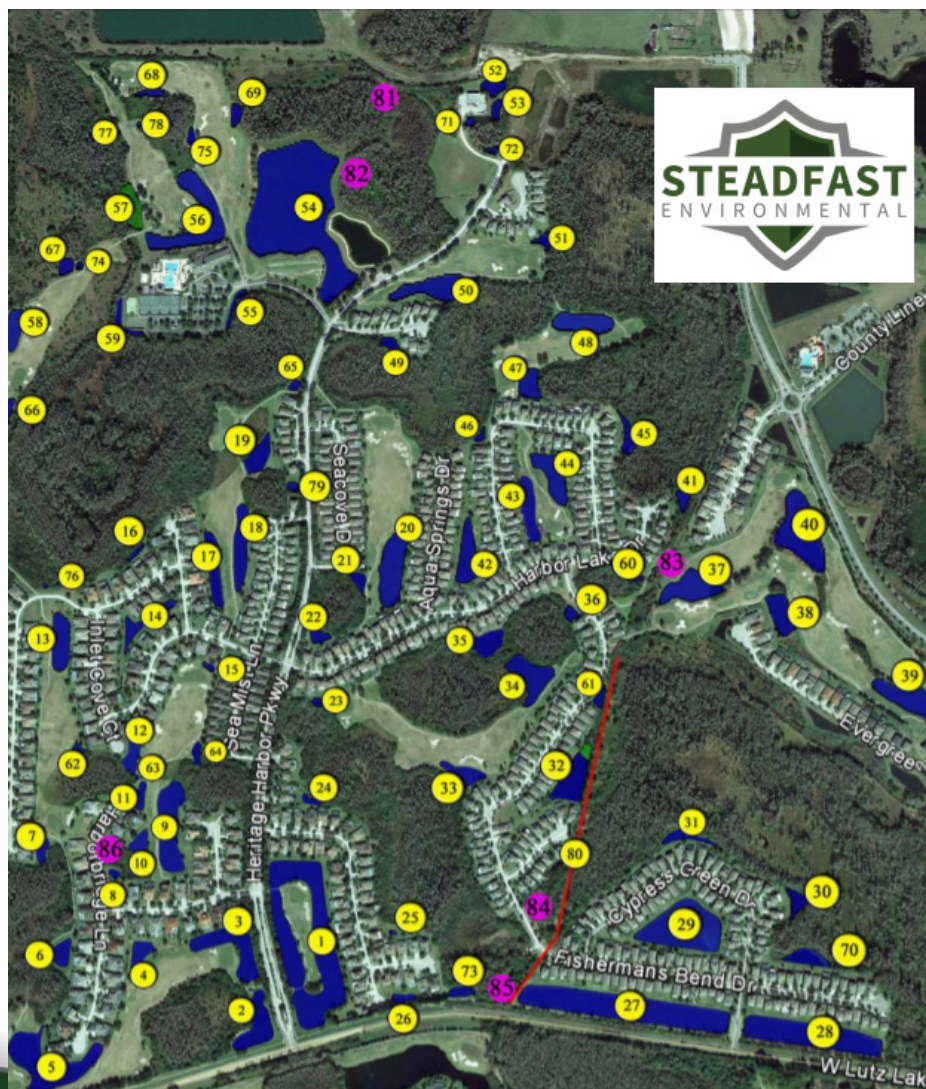
### ***Recommendations / Action Items***

Continue treating for algae where it pops up.

Manage grasses growing along the perimeter of some ponds.

Thank you for choosing Steadfast Environmental!





Steadfast Environmental, LLC  
30435 Commerce Drive Suite 102  
San Antonio, FL 33576  
813-836-7940 | [office@SteadfastAlliance.com](mailto:office@SteadfastAlliance.com)

# EXHIBIT 3

# **Heritage Harbor**

## **Field Operations Report**

**B. Henman 2-1-2022**

# Action Items

## Heritage Harbor

- Met on-site with multiple golf course drainage system specialists. Proposals requested from each.
- Met on-site with multiple bridge repair specialists. Proposals requested from each.
- Met on-site with multiple roofing and structural repair companies to inspect the pump house roof, and guard shack roof. Proposals requested from each.
- Created work request with Hillsborough county for a sidewalk concern on Harborbridge Lane. Number - SR516094. Work in progress.
- Created work request with Hillsborough county for pot holes reported along Heritage Harbor Parkway. Number - 514712. Pot holes have been patched.





























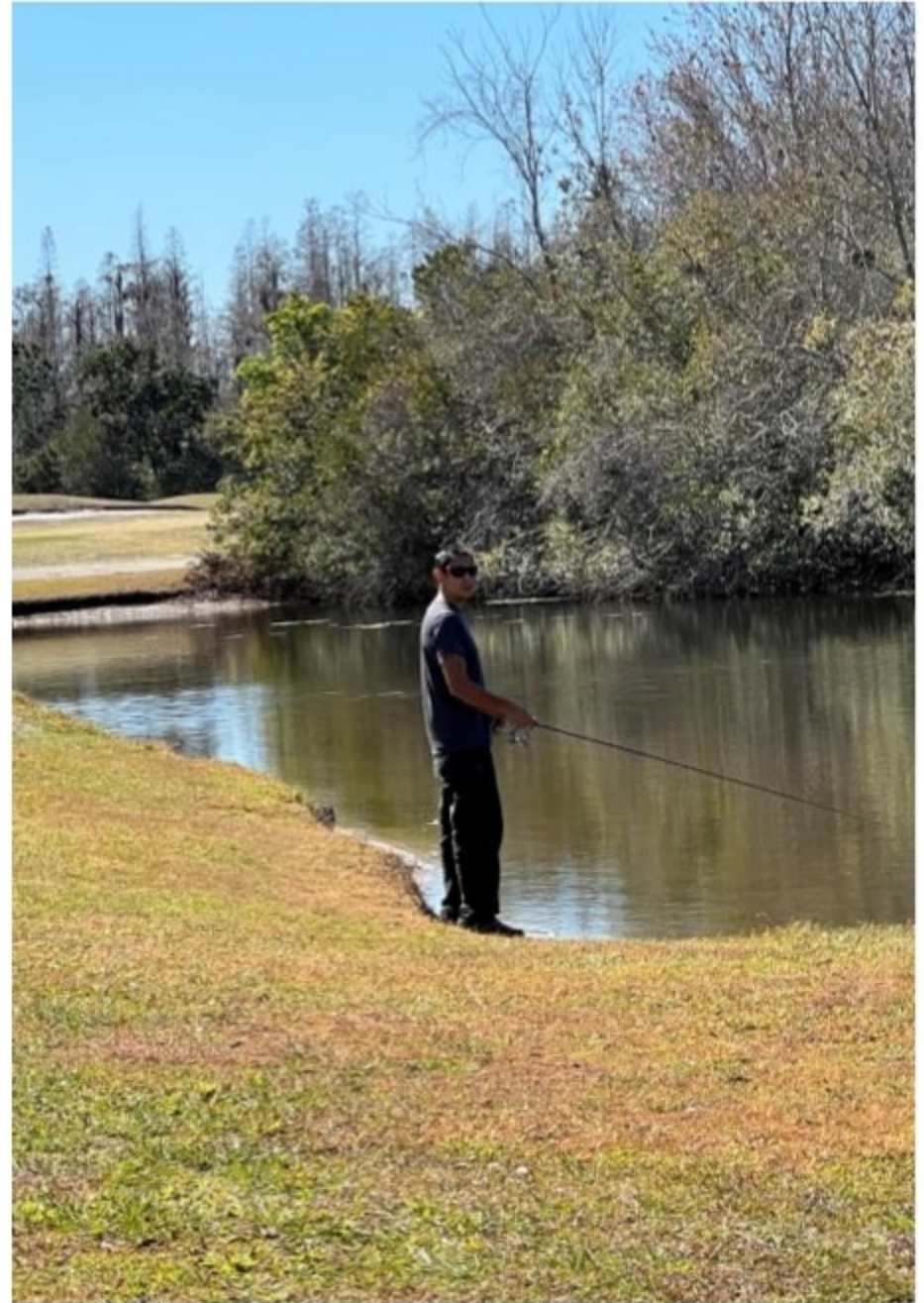






# **Fishing along golf course**

**Recommend signage  
explaining fishing  
regulations.**



**Guard shack**  
Roof has structural damage. Proposals requested. Several companies came on-site to inspect.





# **Vehicle impact with guard shack**

**Requested repair  
proposals.**



# **Broken weir/ skimmer**

**Reported to aquatics  
team.**





# **Pond near 18th hole**

**Yellow substance  
around edges of  
pond. Grass is along  
bottom of pond as  
well. Recommend  
additional treatments.**





# Fence damage

Multiple fences with damage along perimeter of district. Recommend considering obtaining proposals for repairing.





# Pot Holes

Multiple pot holes  
along Heritage  
Harbor Parkway.  
Work order created  
with county.



# Missing ADA truncated domes

Multiple sidewalks and crosswalks in the district have missing or damaged detectable warnings for ADA.





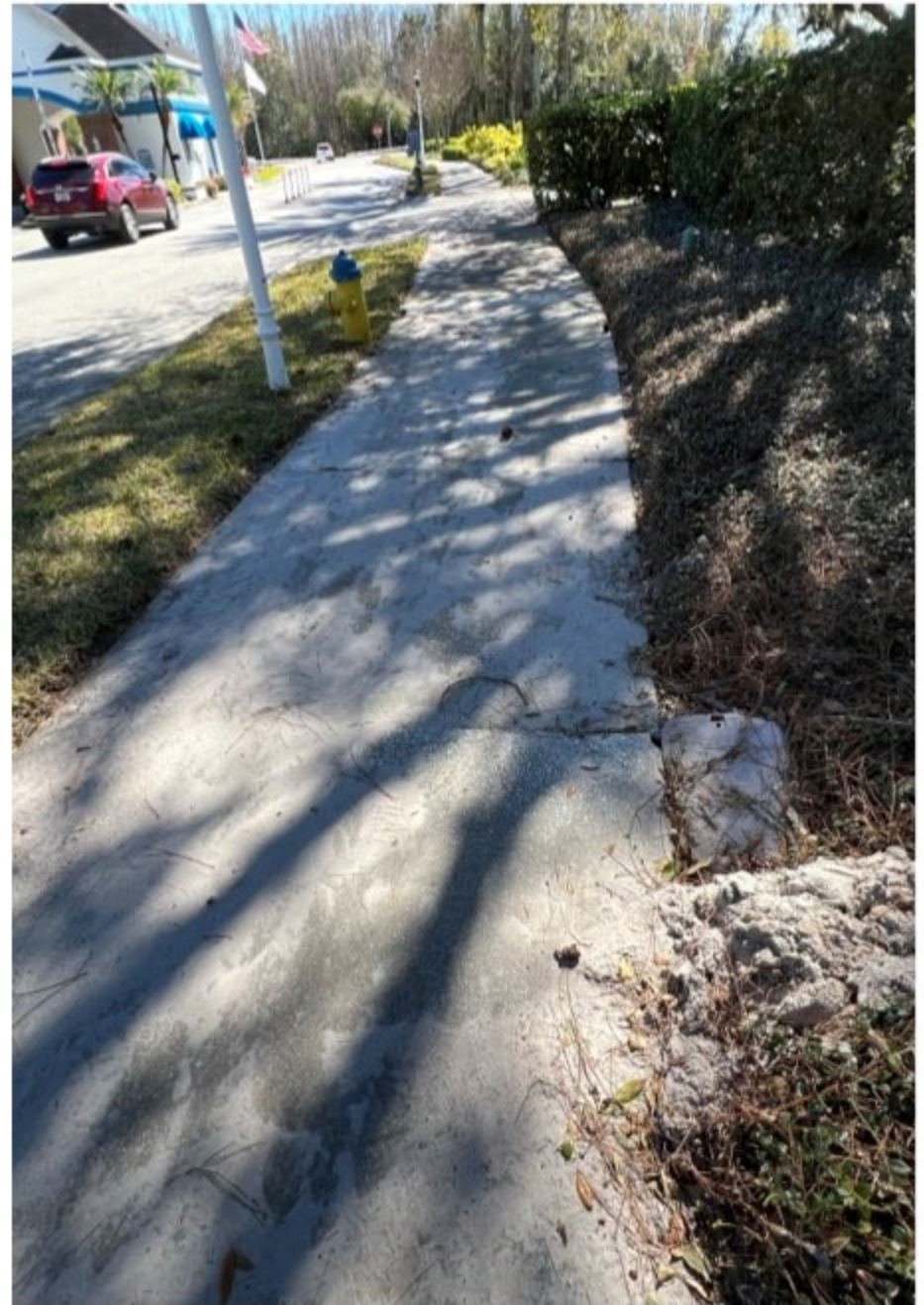
# Pot holes

Some of the pot holes have been repaired. Primarily at the main entrance.



# **Irrigation leak**

**Identified irrigation leak near main entrance. Leak is now repaired.**



# EXHIBIT 4



# Drainage Professional Construction Agreement

**This Construction Agreement made this 29<sup>th</sup> Day of January 2022, between Heritage Harbor Golf & Country Club, owner(s), and Drainage Professional.**

The Owner(s) and Contractor agree as set forth in the following:

## **1. The Construction and Extent of Agreement**

**1.1** Contractor agrees to construct on Owner's real property located at, **19502 Heritage Harbor Pkwy, Lutz, FL 33558-9740, Hillsborough County**, to included: drainage for all residence buildings as specified, in accordance with the estimate/bid, plans and specifications signed and dated by Contractor and Owner on the **29<sup>th</sup> Day of January 2022** and consisting of **12 pages**.

**1.2** The parcel ID Folio number and legal description of the Subject Property is: **COMM AT NW COR OF SEC 4-27-18 THN S 89 DEG 17 MIN 29 SEC E 300 FT THN S 00 DEG 38 MIN 08 SEC W 1208.70 FT THN S 89 DEG 21 MIN 53 SEC E 756.18 FT TO POB THN N 85 DEG 00 MIN 00 SEC E 434.75 FT THN N 85 DEG 00 MIN 00 SEC E 115.68 FT THN N 85 DEG 00 MIN 00 SEC 27.88 FT THN S 21 DEG 18 MIN 39 SEC E 278.57 FT THN N 73 DEG 33 MIN 07 SEC E 49.88 FT THN ALG ARC OF CURVE TO RIGHT HAVING A RADIUS OF 217 FT CHD BRG N 87 DEG 00 MIN 33 SEC E 101 FT THN ALG ARC OF CURVE TO RIGHT HAVING A RADIUS OF 584.31 FT CHD BRG S 67 DEG 36 MIN 44 SEC E 241.40 FT THN ALG ARC OF CURVE HAVING A RADIUS OF 337 FT CHD BRG S 43 DEG 54 MIN 10 SEC E 137.69 FT THN S 32 DEG 06 MIN 53 SEC E 58.80 FT THN ALG ARC OF CURVE TO LEFT HAVING A RADIUS OF 730 FT CHD BRG S 26 DEG 11 MIN ID#0129252005.**

**1.3** Contractor accepts the relationship of trust and confidence established between it and Owner by this Agreement. It covenants with Owner to furnish its skill and judgment in furthering the interests of Owner. It agrees to furnish or caused to be furnished through suppliers and subcontractors, general construction management, supervision, labor, and materials necessary to complete the Project referenced in this document.

**1.4** If applicable, Owner refuses to accept a Vendor or Subcontractor recommended by Contractor, Contractor shall recommend an acceptable substitute and the Price, if applicable, shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

**1.5** This Agreement represents the entire agreement between Owner and Contractor, and supersedes all prior negotiations, representations, or agreements. This Agreement shall not

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor



be superseded by any provisions of the documents for construction and may be amended only by written instructions signed by both Owner and Contractor.

## **2. Payment**

**2.1 In consideration of the performance of the Contract, Owner agrees to pay Contractor in current U.S. funds as compensation for the services provided.**

**A) \$58,740.00 Fifty-eight Thousand Seven Hundred Dollars and zero cents for the total job cost. 30% down to be paid on or before the Fifteenth (15) day before job start date, remaining balance to be paid upon job completion.**

**Terms: A non-refundable initial payment of 30% will be due Fifteen (15) days before job start date. The amount of initial payment received on this contract which will be applied toward the total contract amount is \$17,622.00, Seventeen Thousand Six Hundred Twenty-two Dollars and zero cents, leaving a remaining balance due of \$41,118.00, Forty-one Thousand One Hundred Eighteen Dollars and zero cents, to be paid upon job completion.**

**2.2** Owner agrees to pay Contractor the Contract Price specified in paragraph 2.1, in accordance with the accepted terms in Section 14.

**2.3** In the event any amounts due to the contractor remain unpaid for more than ten (10) days after the due date thereof, then, and in such event, such amounts shall bear interest thereafter at the rate of 5% per month until payment in full has been made.

## **3. Time of Completion**

**3.1** Contractor shall commence work within ten (10) days or date mutually agreed, of the issuance of all locates, permits and verification from Owner in writing that all funds necessary for payment of the Contract Price are available, whichever shall last occur. Contractor shall diligently pursue and substantially complete all work to be performed under this Contract within a reasonable period of time, taking into consideration delays that are beyond the control of the Contractor, including, but not limited to, weather conditions, delays in selection or delivery of materials, change orders requested by Owner and delays in obtaining all necessary licenses or permits. Contractor shall not be liable to Owner for any losses, costs or damages resulting from or arising out of a delay or inability to perform this Contract as described herein or caused by any event beyond the control of the contractor.

## **4. Changes in the Project**

**4.1** Owner, without invalidating this Agreement, may order Changes in the Project consisting of additions, deletions, or other revisions, the Price and the Substantial Completion Date being adjusted accordingly. All such Changes in the Project shall be authorized by a written change order marked as addendum to the construction agreement exhibit (B).

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor

- 4.2** Change Order is a written order to Contractor signed by Owner, or his authorized agent issued after the execution of this Agreement, authorizing a Change in the Project and/or an adjustment in the Price or the Completion Date. The owner will pay to the Contractor an administration fee of \$100.00 for each Change Order, regardless of increase or decrease in price caused by the change.
- 4.3** All change orders charges become due within three (3) working days of commencement of approved change orders, or within three (3) working days of the time the cost of the change have been presented to the owner.
- 4.4** Should concealed conditions, meaning conditions beyond those stated in this agreement or conditions not reasonably anticipated by the Contractor, be encountered in the performance of the project, the Price and the Completion Date shall be equitably adjusted by Change Order on claim by Contractor made within 3 days' time after the first observance of the conditions.
- 4.5** Owner shall have authority to order minor Changes in the Project not involving an adjustment in the Price or an extension of the Substantial Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such Changes must be approved by the contractor and not made on site in his/her absence nor without written approval.

## **5. Insurance**

- 5.1** Owner and Contractor waive all rights against each other, Subcontractors, and their Subcontractors for damages caused by perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by Owner and trustee.
- 5.2** Owner shall provide, unless otherwise indicated in this contract, the Builder's Risk insurance for the Project and shall bear the cost of Contractor's performance and payment bonds, if required.
- 5.3** Owner and Contractor waive all rights against each other and the Subcontractors and their Subcontractors for loss or damage to any equipment used in connection with the Project and covered by any property insurance.
- 5.4** Owner waives subrogation against Contractor, Subcontractors, and their Subcontractors on all property and consequential loss policies carried by Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 5.5** If the policies of insurance referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

## **6. Liability, Licenses, Permits and Deposits**

- 6.1** When Contractor needs such licenses, permits or needs to pay deposits or repair costs to complete the work described in this **Contract, assigns responsibility including payment to the property owner for any unforeseen damages that may occur during**

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor



**excavation. This includes any utilities, sprinklers, or underground obstacles that may be damaged during excavation. Contractor will attempt to make general repairs to items within their scope if damaged.**

## **7. Allowances**

**7.1** An allowance is a price used for budgetary establishment. It is used when a selection is needed from the owner outside the control of the Contractor; therefore, a budgetary price is affixed to that selection. If the actual cost of that selection is less than the budget allows, there is a credit due the Owner. If the actual cost of the selection is more than the budget allows, there is a debit to the owner. Contractor and owner must provide receipts or invoices to determine the actual cost of any selection that calls for an Allowance. The following items are subject to allowance due to the frequent increase in material pricing associated with high demand and short supply. When the individual cost of any one item increases or decreases more than 5% a credit or debit will be issued.

Contractor will endeavor to make all reasonable efforts to contain the cost associated with these allowances.

\$ \_\_\_\_\_ Pavers (per 100)  
\$ \_\_\_\_\_ Decorative Stone (per cubic ft.)  
\$ \_\_\_\_\_ Brick (per 100)  
\$ \_\_\_\_\_ Concrete Driveways, Walks & Patios  
\$ \_\_\_\_\_ Porch / Exterior Pavers  
\$ \_\_\_\_\_ Decks  
\$ \_\_\_\_\_ Fencing/ Mailbox / Entrance Columns / Bulkheads  
\$ \_\_\_\_\_ Landscaping (includes grading, fill, dirt, sod, plants & labor)  
\$ \_\_\_\_\_ Other \_\_\_\_\_

## **8. Completion / Occupancy**

**8.1** Substantial completion occurs when the stated job items listed have been completed or has been delayed solely by act or omission of the owner.

**8.2** Owner shall conduct a final inspection of the improvements and prepare a punch list, which, if reasonable and agreeable, shall be signed and dated by both parties. Contractor shall be responsible for completion of all reasonable items on the approved punch list. Contractor shall be entitled to receive all remaining amounts due under this Contract at the time the punch list is presented and signed by the parties.

## **9. Warranty**

**9.1** Where Contractor's own forces perform any Work, Contractor warrants that all materials and equipment included in such Work will be new, unless otherwise specified.

**9.2** Contractor reserves the right to sub-contract to himself any portion of this contract, at his own sole discretion, within the scope of any and all licenses held by same.

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor

**9.3 Contractor warrants the labor and materials supplied by Contractor and used in performing this contract will be free of defects for a period of five (5) years from the date of completion. This warranty does not include malfunctions in the system due to a lack of cleaning or maintenance, causing excessive debris collection to a system, runoffs and/or grates. If a new Sump Pump is installed and included in a Drainage System, this warranty does not apply to the Sump Pump. Sump pumps come with a manufacture warranty, generally 2 years. If sump pump replacement is needed in the future, additional labor and material charges may be incurred. Warranty includes: the system or any components including any components the system is connected to. This warranty does not include acts of nature, including area flooding or natural disasters. The responsibility and liability of the Contractor must be limited to things that can be controlled and reasonably foreseen. This construction contract shall be completed using standard construction practices of the day.**

**9.4** No other warranty is expressed or implied unless accompanied with this agreement, signed by all parties and marked as exhibit (C).

## **10. Termination of the Agreement**

**10.1** If the Project is stopped for a period of 20 days under an order of any court or public authority having jurisdiction, through no act or fault of Contractor, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, or if the Project should be stopped for a period of 10 days by Contractor for the Owner's failure to make payment thereon, then Contractor may, upon ten days' written notice to Owner, terminate this Agreement and recover from Owner payment for all work executed, a Contractor's Fee equal to 15% of all improvements made to date and for the cost of any proven loss sustained on any materials, labor, equipment, tools, construction equipment, and machinery.

**10.2** If Owner terminates this Agreement after the construction phase has commenced, he shall notify the contractor in writing and reimburse Contractor for any unpaid proven Cost of the Project due him in accordance with previous paragraph, including a contractor's fee equal to 15% of all work performed. Contractor shall, as a condition of receiving the payment, execute and deliver all such papers and take all such steps, including the legal assignment of these contractual rights, as Owner may require for the purpose of fully vesting in him the rights and benefits of Contractor under such obligations or commitments.

**10.3** Contractor shall not assign its interest in this Agreement without the written consent of Owner.

**10.4** The law of the place where the Project is located shall govern this Agreement.

**10.5** Contractor retains the right to terminate this contract at any time for cause or no cause upon ten days written notice and receive compensation as described in Paragraph 10.1. Contractor will notify Owner in writing when exercising this option and such notification will be sent email, postage prepaid, registered, or certified mail return receipt requested to all entities designated on the Notice of Commencement as having interest in the project governed by this contract. Upon execution of this article Contractor will make full financial disclosure concerning this contract and provide this information to Owner within 14 working days for

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor



final settlement. Owner will disburse funds within 7 days of receiving financial disclosure according to the terms and proven cost of this document.

## **11. Arbitration**

- 11.1** Except for claims by the Owner of defective construction, which are governed solely by the "right-to-cure" law disclosed in paragraph 12.1, all claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment must be decided by the arbitration proceedings as described herein, to be held in the county in which the real property described herein is located, and both parties agree to be bound by the decision rendered in such proceedings. Within thirty-days (30) of a written request for arbitration, each party shall select an arbitrator. If either party fails to select an arbitrator within this time frame, the first arbitrator selected may select the second arbitrator. Within ten (10) days thereafter the two arbitrators shall select a third arbitrator. All arbitrators shall be persons with experience in the construction industry. The arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes); provided, however, the final hearing shall be held not more than ninety (90) days after the receipt of the request for arbitration and the final decision shall be rendered not more than thirty (30) days after the conclusion of the final hearing.
- 11.2** The award rendered by the arbitrators shall be final and judgment may be entered on it in accordance with applicable law in any court having jurisdiction thereof, if within the time prescribed by the arbitrator no action has been taken to comply with said order.
- 11.3** Unless otherwise agreed in writing, Contractor shall carry on the Work and maintain the Contract Completion Date during any arbitration proceedings, and Owner shall continue to make payments in accordance with this Agreement, unless Contractor has exercised Paragraph 10.5.
- 11.4** The same arbitrator or arbitrators shall hear all claims that are related to or dependent on each other, even though the parties are not the same unless a specific contract prohibits such consolidation.
- 11.5** In the event of any disputes arising out of or in connection with this contract, the prevailing party therein shall be entitled to recover reasonable attorney fees and costs, whether same were incurred prior to or during any judicial proceedings, including, but not limited to, any trial or appellate proceedings, as well as prior to or during any of the alternative dispute resolution mechanisms.

## **12. Right to Cure / Recovery Fund / Lien Law**

- 12.1** FLORIDA LAW (CHAPTER 558, FLORIDA STATUTES) CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor

CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

- 12.2** PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board  
1940 N. Monroe Street  
Tallahassee, Florida, 32399-0784.  
Telephone: 850-487-1395

- 12.3** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 - 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID-IN-FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

### **13. Owner's Responsibilities**

- 13.1** Owner shall provide, or cause to be provided, full information regarding his/her requirements for the project. Owner further agrees to complete specifications and features information sheet marked Exhibit A. Failure to completely provide all information in a timely manner hereby gives Contractor written consent to use his/her best judgment in any and all non-specified areas.
- 13.2** Owner shall secure and pay for necessary planning approval fees, easements, utility assessments, and use charges.
- 13.3** Owner shall furnish reasonable evidence satisfactory to Contractor that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Contractor is not required to commence any work.
- 13.4** Owner and Owner's family members or agents shall not in any manner utilize, communicate or contract with Contractor's employees, subcontractors, subcontractor's employees or agents, or material suppliers, nor perform or permit any work on the Subject Property, without the prior written approval of the Contractor, which approval may be withheld in the Contractor's unrestricted discretion. If such consent is given, then Owner shall be solely responsible for the payment, shipment, delivery, insurance, installation, and damages for

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor



delay arising there from and agrees to hold contractor harmless in any and actions that may arise.

## **14. Exhibits and Priority of Documents**

**14.1** The following exhibits must be signed by both parties and all originals to remain in possession of Contractor. At owner's request contractor will make available all exhibits to the owner for the purpose of reproduction.

- 1) **Exhibit A- Specifications and Details**
- 2) **Exhibit B-Addendum to Construction Agreement (if any do occur)**
- 3) **Exhibit C-Acceptance**

**14.2** The priority of documents are as follows

- 1) This contract
- 2) Specifications and Features Sheet
- 3) Acceptance of Terms

# Exhibit A

## **Specifications:**

**Area Drainage System with French Drain and Catch Basins**  
**Approximately 2737' of total Drainage System.**

### **Hole 1**

Correct the issue with the existing drainage pipe sticking out of the water, to bring it below the current water level.

Install 1 Catch Basin with discharge drain line running to the pond for discharge.

Approx. 83' of total Drainage System

### **Hole 4**

#### **Section 1**

4 New Catch Basins with discharge drain line to be installed, to replace existing drainage system.

3 Holes need the elevation raised for proper drainage.

Current grade not adequate for fall needed for system to function properly.

1 foot of dirt for each hole, 15'-20' wide.

Approx. 291' total Drainage System

#### **Section 2**

3 New Catch Basins with discharge drain line to be installed.

Approx. 186' total Drainage System -goes under cart path

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor

### **Section 3**

3 New Catch Basins with discharge drain line to be installed near sand pit and running to pond for discharge.

Approx. 140' total Drainage System

### **Hole 5**

Fill dirt to be brought in to raise elevation level for proper drainage.

6 New Catch Basins with discharge drain lines on 2 different systems to be installed for discharge into the pond.

Approx. 310' total Drain Systems

### **Hole 6**

3 to 4 New Catch Basins with discharge drain lines to be installed.

3 Catch Basin System Approx. 229'

If 4 Catch Basin System is needed Approx. 422'

Fill dirt needed for proper drainage.

### **Hole 8**

Correct the issue with the existing drainage pipe sticking out of the water, to bring below the current water level.

### **Hole 9**

Left side of the path roped in area

Install 1 Catch Basin to be discharged into the French Drain System with grass top for adequate drainage.

Approx. 160' total Drainage System

### **Hole 10**

### **Section 1**

Club house-cart area

Cut concrete and Install 1 Catch Basin, discharge line and replace concrete.

Discharge line will be installed and will discharge into the pond.

Approx. 60' total Drainage System

### **Section 2**

On the course

Install 2 Catch Basins with Discharge drain line, bring in dirt to raise elevation level for proper grade for drain line to discharge into the pond.

Approx. 350' total Drainage System

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor



## Hole 12

### Section 1

Install 2 Catch Basins with Discharge drain line running under cart path to the pond for discharge.  
Approx. 145' total Drainage System

### Section 2

Install 1 Catch Basin with Discharge drain line running under cart path to the pond for discharge.  
Approx. 75' total Drainage System

## Hole 13

### Section 1

Remove existing sump pump and replace with 1 Catch Basin with discharge line.  
Dirt will be brought in to raise elevation level for proper grade for drain line to discharge into the pond.  
Approx. 70' total Drainage System

### Section 2

Install 1 Catch Basin with Discharge drain line running under cart path to the pond for discharge.  
Approx. 55' total Drainage System

## Hole 15

Install 2 Catch Basins with Discharge drain line bring in dirt to raise elevation level for proper grade for drain line to discharge into the pond.  
Approx. 180' total Drainage System

## Hole 17

Install 1 Catch Basin with Discharge drain line running between sand pit and green to the pond for discharge.  
Approx. 210' total Drainage System

## Hole 18

Install 1 Catch Basin with Discharge drain line running into the pond for discharge.  
Approx. 120' total Drainage System

## Details:

**6" corrugated/perforated and solid pipe to be used.**

**34 Catch Basins with metal grate lids to be installed.**

**French Drain Area to filled with 1"-1 ½" limestone rock.**

**Grass will be removed and replaced with Sod, when necessary, when removed grass cannot be used.**

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor

Not responsible for condition of grass after completion of job.  
Fill dirt will be brought in to raise elevation in needed areas, as specified.  
Excess dirt from Drainage System & Fill to be hauled off.  
Removed existing systems will be hauled off.  
Cut concrete debris will be hauled off.

## Exhibit B

TBD

If any additional Catch Basins with metal grate lid or Discharge lines are needed there will be an additional cost of \$400.00 per Catch Basin with metal grate lid and \$20.00 per linear foot for the installation of the Discharge drain line. Additional French Drains are \$30.00 per linear foot. This discounted rate only applies if utilized with current job installation as noted in Exhibit A Specifications.

## Exhibit C

### 15. Acceptance

THE UNDERSIGNED AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AND RELATED EXHIBITS SPECIFICALLY REQUIRED HEREIN. PURSUANT TO SECTION 501.1375, FLORIDA STATUTES, IF CONTRACTOR BUILDS MORE THAN TEN (10) RESIDENTIAL UNITS PER YEAR, THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER. BY SIGNING THIS AGREEMENT, OWNER DOES HEREBY WAIVE THIS STATUTORY RIGHT.

### Payment Terms Selection

**\$58,740.00 Fifty-eight Thousand Seven Hundred Dollars and zero cents for the total job cost. 30% down to be paid on or before the Fifteenth (15) day before job start date, remaining balance to be paid upon job completion.**

**Terms: A non-refundable initial payment of 30% will be due Fifteen (15) days before job start date. The amount of initial payment received on this contract which will be applied toward the total contract amount is \$17,622.00, Seventeen Thousand Six Hundred Twenty-two Dollars and zero cents, leaving a remaining balance due of \$41,118.00, Forty-one Thousand One Hundred Eighteen Dollars and zero cents, to be paid upon job completion.**

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor

## **Signatures**

\_\_\_\_\_ Date \_\_\_\_\_  
print name                      signature of Owner/Board Members

\_\_\_\_\_ Date \_\_\_\_\_  
print name                      signature of Owner/Board Members

\_\_\_\_\_ Date \_\_\_\_\_  
print name                      signature of Contractor

initial \_\_\_\_\_ owner(s) \_\_\_\_\_ contractor



# EXHIBIT 5

1 **MINUTES OF MEETING**

2 **HERITAGE HARBOR**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Heritage Harbor Community Development  
5 District was held on Tuesday, January 11, 2022 at 5:30 p.m. at the Heritage Harbor Clubhouse, 19502  
6 Heritage Harbor Parkway, Lutz, Florida 33558, with Zoom Conference Call Available.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Thibault called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	David Penzer ( <i>via phone</i> )	Board Supervisor, Chairman
11	Russ Rossi	Board Supervisor, Vice Chairman
12	Clint Swigart	Board Supervisor, Assistant Secretary
13	Shelley Grandon	Board Supervisor, Assistant Secretary
14	Jeffrey Witt	Board Supervisor, Assistant Secretary

15 Also present were:

16	Patricia Thibault	District Manager, DPFG Management & Consulting
17	Tracy Robin	District Counsel, Straley Robin Vericker
18	Brent Henman ( <i>via phone</i> )	Field Operations, DPFG Management & Consulting
19	John Panno	Pro Shop Manager, Heritage Harbor Golf
20	Marty Ford	Golf Course Superintendent, Heritage Harbor Golf

21 *The following is a summary of the discussions and actions taken at the January 11, 2022 Heritage Harbor*  
22 *CDD Board of Supervisors Regular Meeting.*

23 **SECOND ORDER OF BUSINESS – Audience Comments**

24 A resident owning property on Harborbridge Lane asked about a letter he had received regarding a  
25 lawsuit over a trip-and-fall incident on a sidewalk by his street. Ms. Thibault stated that this had  
26 been received by the District and sent to the CDD's insurance carrier both on the day of this  
27 meeting. Ms. Thibault stated that she believed that the sidewalk area did not belong to the District,  
28 and explained the legal process for the CDD to be dismissed from the lawsuit as well as Florida  
29 Statute providing some protections to the District by requiring formal channels and official notice  
30 of intent to sue. Ms. Thibault stated that Mr. Robin would send in a letter to the County and Mr.  
31 Henman would open up a work ticket, and that would cover everything possible that the District  
32 could do.

33 **THIRD ORDER OF BUSINESS – Landscape & Pond Maintenance**

34 A. Exhibit 1: Greenview Landscape as Inspected by OLM – January 6, 2022 – 95.5%

35 B. Exhibit 2: Steadfast Environmental – Waterway Inspection Report

36 **FOURTH ORDER OF BUSINESS – Operations**

37 A. Exhibit 3: Golf Course Report

38 Mr. Ford indicated that pond levels had been dropping rapidly due to a dry spell over the past few  
39 months, and stated that they would be watering less. Mr. Ford expressed concerns about roots  
40 growing into the greens at Holes 3, 6, 7, and 14. Mr. Ford additionally noted that trespassing and  
41 unauthorized activity throughout the course was at an uptick. Ms. Thibault stated that the custom-  
42 built pump skid from Ballenger was scheduled for delivery at some point in Q1, and Mr. Ford stated  
43 that he had talked to Ballenger and learned that April would be the soonest timeframe. Mr. Ford

added that he had concerns that the roof may need replacement rather than repair, due to extensive leaking causing mold buildup. Mr. Henman stated that he had contacted several different companies for price estimates for addressing the roof through cost-effective repairs and improvements.

Mr. Ford additionally stated that he felt a new mower was necessary due to current difficulties in mowing the rough. Mr. Ford noted that he had found a used model of a mower which would be suitable, in the approximate amount of \$8,000.00. Ms. Thibault advised as to potential costs incurred by addressing the pump house and potential irrigation issues which may affect the remaining funds that a new mower could be purchased with. The Board additionally suggested for Mr. Ford to go through the equipment and status of course areas to determine what would be needed within the next 2 to 3 years. In response to Supervisor comments about pond erosion, Ms. Thibault stated that she could work with Mr. Hamilton to have a site analysis performed.

Mr. Panno provided an overview of golf activity, stating that the past December had been the highest revenue December over the past 13 years. Mr. Panno stated that he anticipated January also to be successful, weather-permitting. Mr. Panno added that they had set a recent record for driving range sales, but that he was unsure about whether the facility would close in the coming months. Mr. Panno additionally gave an update on the club cart status, noting that the vendor now estimated their shipment on January 30. Mr. Panno noted the extent of existing cart power problems and labor needed to swap out the batteries, estimating a cost of \$13,000.00 related to a pallet of 60 batteries. Mr. Panno also commented on people using the course to golf without paying the appropriate fees, particularly noting one resident near Hole 1 using the driving range area as a practice facility. Discussion ensued regarding patterns and monitoring strategies.

**B. Exhibit 4: DPFPG Operations Report – January 2022**

Mr. Henman stated that the County had been responsive to requests about addressing potholes and a damaged stop sign on the South entrance. Ms. Thibault requested for Mr. Henman to file the work request for the sidewalk issue on Harborbridge Lane, and forward her and District Counsel the work order number for reference. Ms. Thibault additionally summarized permitting updates from the restaurant, stating that electric had passed, and while plumbing and structural had not yet passed, these were in the process of being addressed and re-evaluated.

**FIFTH ORDER OF BUSINESS – Administrative**

**A. Exhibit 5: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held December 14, 2021**

On a MOTION by Mr. Rossi, SECONDED by Mr. Witt, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting Held December 14, 2021, for the Heritage Harbor Community Development District.

**B. Exhibit 6: Consideration for Acceptance – The November 2021 Unaudited Financial Report**

Ms. Thibault presented the November 2021 Unaudited Financial Report, noting that the general fund was trending favorably, and that golfing activity had been strong.

On a MOTION by Mr. Rossi, SECONDED by Mr. Swigart, WITH ALL IN FAVOR, the Board accepted the November 2021 Unaudited Financial Report for the Heritage Harbor Community Development District.

**SIXTH ORDER OF BUSINESS – Business Matters**

**A. Exhibit 7: Consideration & Adoption of Resolution 2022-02, FY 2022 Budget Amendment**

Ms. Thibault stated that this Resolution contemplated the recent fund balance forward, a decrease in restaurant operational revenue, an increase in TECO utility fees, a slight increase related to legal



87 fees, and allocations for a new reserve study. Mr. Robin commented on the change for the legal  
88 line item, stating that he had a flat fee structure and there would not be any additional bills from  
89 his office for work related to the loan. Ms. Thibault stated that if any funds in the legal services line  
90 were not utilized, they would fall to fund balance at the end of the fiscal year.

91 On a MOTION by Mr. Rossi, SECONDED by Mr. Swigart, WITH ALL IN FAVOR, the Board adopted  
92 **Resolution 2022-02**, FY 2022 Budget Amendment for the Heritage Harbor Community Development  
93 District.

94 B. Exhibit 8: Consideration of Letter for Golf Discount to Double Bogey's Employees

95 Mr. Robin gave an overview of the proposed policy, explaining that it would offer a 50% discount  
96 for employees with certain availability, and that the discount would not extend to any guests. Mr.  
97 Robin stated that the letter did not make mention of the driving range, and that as it was not an  
98 agreement, the language could be withdrawn or modified at any time.

99 On a MOTION by Mr. Rossi, SECONDED by Mr. Swigart, WITH ALL IN FAVOR, the Board approved  
100 the Golf Discount to Double Bogey's Employees for the Heritage Harbor Community Development  
101 District.

102 C. Exhibit 9: Consideration of Restaurant Lease Amendment

103 Mr. Robin explained that the amendment would memorialize operations for the hospitality cart, as  
104 well as hours for the restaurant's interim opening schedule, pending issuance of the permanent  
105 certificate of occupancy by the County.

106 On a MOTION by Mr. Rossi, SECONDED by Mr. Swigart, WITH ALL IN FAVOR, the Board approved  
107 the Restaurant Lease Amendment, authorizing the Chair or Vice Chair to sign, for the Heritage Harbor  
108 Community Development District.

109 **SEVENTH ORDER OF BUSINESS – Staff Reports**

110 A. District Manager

111 Ms. Thibault stated that she had nothing further to report.

112 B. District Attorney

113 Mr. Robin stated that the loan was fully closed.

114 C. District Engineer

115 There being none, the next item followed.

116 **EIGHTH ORDER OF BUSINESS – Supervisors Requests**

117 There being none, the next item followed.

118 **NINTH ORDER OF BUSINESS – Audience Comments – New Business**

119 There being none, the next item followed.

120 **TENTH ORDER OF BUSINESS – Adjournment**

121 Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to  
122 adjourn the meeting. There being none, Mr. Rossi made a motion to adjourn the meeting.

On a MOTION by Mr. Rossi, SECONDED by Mr. Swigart, WITH ALL IN FAVOR, the Board adjourned the meeting for the Heritage Harbor Community Development District.

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on February 8, 2022.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

Title:   ☐ Secretary   ☐ Assistant Secretary

Title:   ☐ Chairman   ☐ Vice Chairman

# EXHIBIT 6



### Financial Snapshot - General Funds

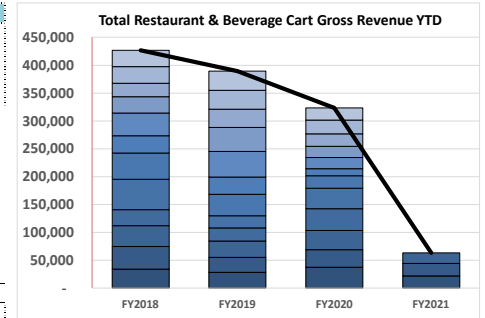
Revenue: Net Assessments % Collected YTD			
	FY 2020 Actuals YTD	FY 2021 Actuals YTD	FY 2021 Budget YTD
General Fund	90.1%	86.6%	60.0%
Debt Service Fund	90.1%	86.6%	60.0%

Expenditures: Amount Spent YTD			
	FY 2020 Actuals YTD	FY 2021 Actuals YTD	FY 2021 Budget YTD
General Fund			
Administration	\$ 48,996	\$ 52,872	\$ 56,538
Field	140,055	94,937	157,235
<b>Total General Fund</b>	<b>\$ 189,051</b>	<b>\$ 147,809</b>	<b>\$ 213,773</b>

% of Actual Expenditures Spent of Budgeted Expenditures			17%
Cash and Investment Balances			
	Prior Year YTD		Current YTD
Operating Accounts	\$	1,132,923	\$ 1,494,346

### Financial Snapshot - Enterprise Fund - Restaurant

Restaurant and Beverage Cart Gross Revenue				
	FY2018	FY2019	FY2020	FY2021
October	33,629	28,113	37,261	21,976
November	41,064	26,921	31,871	22,076
December	37,247	29,649	34,445	19,027
January	29,036	23,393	39,065	
February	54,626	21,969	36,644	
March	46,917	38,070	22,665	
April	30,767	31,115	12,297	
May	41,345	45,993	20,461	
June	29,142	43,421	20,024	
July	24,196	32,429	22,087	
August	29,982	33,940	24,900	
September	28,801	34,700	22,105	
<b>Yearly Total</b>	<b>\$ 426,752</b>	<b>\$ 389,713</b>	<b>\$ 323,825</b>	<b>\$ 63,079</b>



### Financial Snapshot - Enterprise Fund - Golf Activity

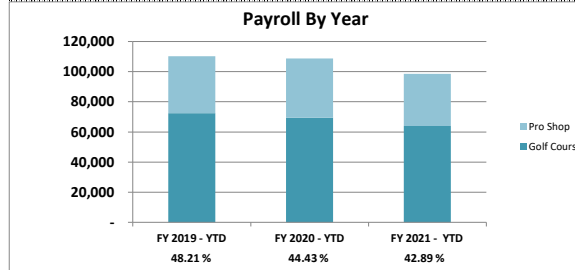
Gross Profit by Golf Activity				
	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Budget FY 2021 - YTD
Golf Course	\$ 226,652	\$ 226,328	\$ 249,508	\$ 232,575
Pro Shop	8,824	9,863	9,667	9,144
Cost of Goods Sold	(4,755)	(5,696)	(3,101)	(4,799)
<b>Total Gross Profit</b>	<b>\$ 230,721</b>	<b>\$ 230,495</b>	<b>\$ 256,074</b>	<b>\$ 236,920</b>

Expenses by Golf Activity				
	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Budget FY 2021 - YTD
Golf Course	\$ 175,439	\$ 130,716	\$ 146,067	\$ 159,292
Pro Shop	76,923	90,383	61,128	96,477
<b>Total Expenses</b>	<b>\$ 252,362</b>	<b>\$ 221,099</b>	<b>\$ 207,195</b>	<b>\$ 255,769</b>

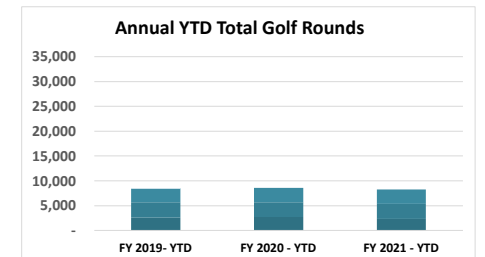
Net Income (Loss) by Golf Activity				
	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Budget FY 2021 - YTD
Golf Course	\$ 51,213	\$ 95,612	\$ 103,441	\$ 73,284
Pro Shop	(72,854)	(86,216)	(54,562)	(92,132)
<b>Total Net Income (Loss) B4 Depreciation</b>	<b>\$ (21,641)</b>	<b>\$ 9,396</b>	<b>\$ 48,879</b>	<b>\$ (18,848)</b>
Total Depreciation Expense	55,666	55,666	55,666	-
<b>Total Net Income (Loss) After Depreciation</b>	<b>\$ (77,307)</b>	<b>\$ (46,270)</b>	<b>\$ (6,787)</b>	<b>\$ (18,848)</b>

Debt Service				
	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Budget FY 2021 - YTD
Principal Payment	\$ -	\$ -	\$ -	\$ -
Interest Payment	15,349	23,466	17,941	(17,941)
Prepayment Call	-	-	-	-
<b>Total Debt Service Payments</b>	<b>\$ 15,349</b>	<b>\$ 23,466</b>	<b>\$ 17,941</b>	<b>\$ (17,941)</b>

Payroll by Activity				
	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Budget FY 2021 - YTD
Golf Course				
Payroll- Hourly	\$ 59,477	\$ 57,231	\$ 54,647	\$ 68,750
FICA Taxes	7,286	7,073	5,132	10,313
Life and Health Insurance	5,646	5,274	4,219	7,200
<b>Total Golf Course</b>	<b>72,409</b>	<b>69,578</b>	<b>63,998</b>	<b>86,263</b>
Pro Shop				
Payroll- Hourly	30,736	31,863	29,655	37,250
FICA Taxes	3,955	4,151	3,276	5,960
Life and Health Insurance	3,004	3,157	1,711	4,250
<b>Total Pro Shop</b>	<b>37,695</b>	<b>39,171</b>	<b>34,642</b>	<b>47,460</b>
<b>Total Payroll</b>	<b>\$ 110,104</b>	<b>\$ 108,749</b>	<b>\$ 98,640</b>	<b>\$ 133,723</b>
% of Revenues	47.72%	47.18%	38.52%	56.44%



Actual Rounds of Golf by Month			
	FY 2019 - YTD	FY 2020 - YTD	FY 2021 - YTD
October	2,612	2,711	2,312
November	3,066	2,946	3,053
December	2,835	2,909	2,864
<b>Total Rounds</b>	<b>8,513</b>	<b>8,566</b>	<b>8,229</b>
Average Price per Round			



# Heritage Harbor Community Development District

Financial Statements  
(Unaudited)

Period Ending  
December 31, 2020

# Heritage Harbor CDD

## Balance Sheet

December 31, 2020

	General Fund	Golf Course & Pro Shop	Debt Series 2018	Construction	Consolidated Total
<b><u>ASSETS:</u></b>					
CASH - HANCOCK OPERATING ACCOUNT	\$ 99,843	\$ -	\$ -	\$ -	\$ 99,843
CASH - BU OPERATING ACCOUNT	36,410	-	-	-	36,410
CASH - HH OPERATING ACCOUNT	8,542	-	-	-	8,542
CASH - SUNTRUST	5,258	-	-	-	5,258
CASH - MONEY MARKET	1,254,241	-	-	-	1,254,241
CASH - HH ENTERPRISE ACCOUNT	-	144,897	-	-	144,897
CASH - FIFTH THIRD BANK	90,053	485,289	-	-	575,342
CASH ON HAND	-	600	-	-	600
INVESTMENTS:					
REVENUE FUND	-	-	15,269	-	15,269
RESERVE TRUST FUND	-	-	65,884	-	65,884
CONSTRUCTION TRUST FUND	-	-	-	215,577	215,577
ON ROLL ASSESSMENT RECEIVABLE	114,864	-	44,191	-	-
ACCOUNTS RECEIVABLE	15,060	63	-	-	15,123
DEPOSITS - UTILITIES	1,890	3,456	-	-	5,346
DUE FROM OTHER FUNDS	-	-	298,916	1,441	300,357
INVENTORY ASSETS:					
GOLF BALLS	-	9,890	-	-	9,890
GOLF CLUBS	-	198	-	-	198
GLOVES	-	3,088	-	-	3,088
HEADWEAR	-	3,651	-	-	3,651
LADIES WEAR	-	238	-	-	238
MENS WEAR	-	1,458	-	-	1,458
SHOES/SOCKS	-	52	-	-	52
MISCELLANEOUS	-	2,940	-	-	2,940
INVESTMENTS CD	21,489	-	-	-	21,489
<b>TOTAL CURRENT ASSETS</b>	<b>1,647,648</b>	<b>655,822</b>	<b>424,260</b>	<b>217,018</b>	<b>2,785,693</b>
<b><u>NONCURRENT ASSETS</u></b>					
LAND	-	1,204,598	-	-	1,204,598
INFRASTRUCTURE	-	6,011,912	-	-	6,011,912
ASSUM. DEPRECIATION-INFRASTRUCTURE	-	(5,956,682)	-	-	(5,956,682)
EQUIPMENT & FURNITURE	-	853,044	-	-	853,044
ACCUM. DEPRECIATION - EQUIP/FURNITURE	-	(853,044)	-	-	(853,044)
<b>TOTAL NONCURRENT ASSETS</b>	<b>-</b>	<b>1,259,828</b>	<b>-</b>	<b>-</b>	<b>1,259,828</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,647,648</b>	<b>\$ 1,915,650</b>	<b>\$ 424,260</b>	<b>\$ 217,018</b>	<b>\$ 4,204,576</b>



**Heritage Harbor CDD**  
**Balance Sheet**  
**December 31, 2020**

	General Fund	Golf Course & Pro Shop	Debt Series 2018	Construction	Consolidated Total
<b><u>LIABILITIES:</u></b>					
ACCOUNTS PAYABLE	\$ 33,311	\$ 20,098	\$ -	\$ 5,586	\$ 58,995
DEFERRED ON ROLL ASSESSMENTS	114,864	-	44,191	-	159,054
SALES TAX PAYABLE	458	17,341	-	-	17,799
GIFT CERTIFICATES	-	-	-	-	-
RESTAURANT DEPOSITS	19,500	-	-	-	19,500
DUE TO OTHER FUNDS	300,357	-	-	-	300,357
<b>TOTAL CURRENT LIABILITIES</b>	<b>468,491</b>	<b>37,439</b>	<b>44,191</b>	<b>5,586</b>	<b>555,706</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 468,491</b>	<b>\$ 37,439</b>	<b>\$ 44,191</b>	<b>\$ 5,586</b>	<b>\$ 555,706</b>
<b><u>FUND BALANCES:</u></b>					
NON-SPENDABLE ( DEPOSITS & PREPAID)	1,890	3,456	-	-	5,346
RESTRICTED FOR:					
DEBT SERVICE	-	-	380,069	-	380,069
1ST QUARTER OPERATING RESERVES	191,412	-	-	-	191,412
ASSIGNED:					
RESERVES - FOUNTAINS	11,625	-	-	-	11,625
RESERVES - GATE/ENTRY FEATURES	30,142	-	-	-	30,142
RESERVES - IRRIGATION SYSTEM	49,259	-	-	-	49,259
RESERVES - LAKE ENHANCEMENTS	34,875	-	-	-	34,875
RESERVES - LANDSCAPE	34,875	-	-	-	34,875
UNASSIGNED:	825,080	-	-	-	825,080
NET ASSETS					
INVESTED IN CAPITAL ASSETS	-	1,259,828	-	-	1,259,828
UNRESTRICTED/UNRESERVED	-	614,926	-	211,432	826,358
<b>TOTAL LIABILITIES &amp; FUND BALANCES/NET ASSETS</b>	<b>\$ 1,647,648</b>	<b>\$ 1,915,650</b>	<b>\$ 424,260</b>	<b>\$ 217,018</b>	<b>\$ 4,204,576</b>

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

**Heritage Harbor CDD**  
**GENERAL FUND**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**PRELIMINARY**  
**For the period from October 1, 2020 through December 31, 2020**

	FY2021 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON-ROLL (Gross)	\$ 856,262	513,757	\$ 741,400	\$ 227,643
INTEREST	2,700	675	63	(612)
MISCELLANEOUS	-	-	159	159
RESTAURANT REVENUE	28,200	7,050	-	(7,050)
<b>TOTAL REVENUE</b>	<b>887,162</b>	<b>521,482</b>	<b>741,622</b>	<b>220,139</b>
<b>EXPENDITURES</b>				
<b>GENERAL ADMINISTRATION:</b>				
SUPERVISORS' COMPENSATION	12,000	3,000	3,600	(600)
PAYROLL TAXES	2,129	532	214	318
PAYROLL SERVICE FEE	-	-	61	(61)
ENGINEERING SERVICES	10,000	2,500	-	2,500
LEGAL SERVICES	20,000	5,000	4,832	168
DISTRICT MANAGEMENT	68,170	17,043	20,050	(3,008)
ACCOUNTING SERVICES	-	-	-	-
AUDITING SERVICES	6,200	5,800	-	5,800
POSTAGE & FREIGHT	1,500	375	41	334
INSURANCE (Liability, Property and Casualty)	13,901	13,500	14,004	(504)
PRINTING & BINDING	1,500	375	-	375
LEGAL ADVERTISING	1,200	300	862	(562)
MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	1,500	375	182	193
WEBSITE HOSTING & MANAGEMENT	3,115	1,565	2,165	(600)
OFFICE SUPPLIES	200	50	-	50
ANNUAL DISTRICT FILING FEE	175	175	175	-
ALLOCATION OF HOA SHARED EXPENDITURES	23,791	5,948	3,319	2,629
DISSEMINATION FEE	2,000	500	-	500
TRUSTEE FEE	4,041	3,367	3,367	-
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>171,422</b>	<b>56,538</b>	<b>52,872</b>	<b>7,533</b>
<b>FIELD:</b>				
PAYROLL - HOURLY	45,000	11,250	8,966	2,284
FICA TAXES & PAYROLL FEE	5,948	1,487	670	817
LIFE AND HEALTH INSURANCE	6,380	1,595	-	1,595
CONTRACT- GUARD SERVICES	82,000	20,500	9,639	10,861
CONTRACT-FOUNTAIN	1,680	420	420	-
CONTRACT-LANDSCAPE	136,800	34,200	23,800	10,400
CONTRACT-LAKE	35,732	8,933	8,933	-
CONTRACT-GATES	46,680	11,670	6,161	5,509
GATE - COMMUNICATIONS - TELEPHONE	2,400	600	1,133	(533)
UTILITY-GENERAL	78,000	19,500	15,764	3,736
R&M-GENERAL	3,000	750	600	150
R&M-GATE	3,000	750	-	750
R&M-OTHER LANDSCAPE	34,240	8,560	6,365	2,195
R&M-IRRIGATION	3,500	875	-	875
R&M-MITIGATION	2,000	500	-	500
R&M-TREES AND TRIMMING	7,500	1,875	250	1,625
R&M-PARKS & FACILITIES	1,000	250	-	250
MISC-HOLIDAY DÉCOR	8,500	2,125	6,300	(4,175)
MISC-CONTINGENCY	75,000	18,750	-	18,750
RESTAURANT EXPENDITURE	50,580	12,645	5,936	6,709
<b>TOTAL FIELD</b>	<b>628,940</b>	<b>157,235</b>	<b>94,937</b>	<b>62,298</b>
<b>TOTAL EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)</b>	<b>800,362</b>	<b>213,773</b>	<b>147,809</b>	<b>69,831</b>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
<b>RENEWAL &amp; REPLACEMENT RESERVE</b>				
RESERVE STUDY CONTRIBUTION	62,300	-	-	-
RESERVE STUDY - HOA SHARED CONTRIBUTION	24,500	-	-	-
<b>TOTAL RENEWAL &amp; REPLACEMENT RESERVE</b>	<b>86,800</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>887,162</b>	<b>213,773</b>	<b>147,809</b>	<b>69,831</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>307,710</b>	<b>593,813</b>	<b>289,970</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>307,710</b>	<b>593,813</b>	<b>289,970</b>
FUND BALANCE - BEGINNING	-	-	535,437	535,437
FUND BALANCE - INC IN RESERVE	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 307,710</b>	<b>\$ 1,129,250</b>	<b>\$ 825,407</b>

**Heritage Harbor CDD**  
**GOLF COURSE & PRO SHOP Enterprise Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2020 through December 31, 2020**

	FY2021 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
<b>GOLF COURSE</b>				
GREEN FEES	\$ 890,997	\$ 222,749	\$ 231,982	\$ 9,232
CLUB RENTALS	25	25	450	425
RANGE FEES	38,804	9,701	17,077	7,376
HANDICAPS	100	100	-	(100)
<b>TOTAL GOLF COURSE REVENUE</b>	<b>929,926</b>	<b>232,575</b>	<b>249,508</b>	<b>16,933</b>
<b>PRO SHOP</b>				
GOLF BALL SALES	22,800	5,700	5,980	280
GLOVE SALES	6,000	1,500	2,250	750
HEADWEAR SALES	3,775	944	745	(199)
LADIES WEAR SALES	-	-	-	-
MENS WEAR SALES	2,000	500	523	23
MISCELLANEOUS SALES	2,000	500	169	(331)
<b>TOTAL PRO SHOP REVENUE</b>	<b>36,575</b>	<b>9,144</b>	<b>9,667</b>	<b>523</b>
<b>RENTAL</b>				
	-	-	-	-
<b>SALES DISCOUNT</b>				
	-	-	-	-
<b>TOTAL OPERATING REVENUE</b>	<b>966,501</b>	<b>241,719</b>	<b>259,175</b>	<b>17,456</b>
<b>COST OF GOODS SOLD</b>				
COS-GOLF BALLS	12,136	3,034	2,112	(922)
COS-GLOVES	3,314	829	605	(224)
COS-HEADWEAR	1,880	470	210	(260)
COS-LADIES WEAR	-	-	-	-
COS-MENS WEAR	1,008	252	119	(133)
COS-MISCELLANEOUS	858	215	55	(160)
<b>TOTAL COST OF GOODS SOLD</b>	<b>19,196</b>	<b>4,799</b>	<b>3,101</b>	<b>(1,698)</b>
<b>GROSS PROFIT</b>	<b>947,305</b>	<b>236,920</b>	<b>256,074</b>	<b>19,154</b>
<b>OPERATING EXPENSES</b>				
<b>GOLF COURSE</b>				
PAYROLL-HOURLY	275,000	68,750	54,647	14,103
PAYROLL-INCENTIVE	500	125	2,300	(2,175)
FICA TAXES & ADMINISTRATIVE	41,250	10,313	5,132	5,180
LIFE AND HEALTH INSURANCE	28,800	7,200	4,219	2,981
WEB SITE DEVELOPMENT	-	-	-	-
ACCOUNTING SERVICES	4,299	1,075	-	1,075
CONTRACTS-SECURITY ALARMS	239	60	60	-
COMMUNICATION-TELEPHONE	1,800	450	1,075	(625)
POSTAGE & FREIGHT	200	50	-	50
ELECTRICITY-GENERAL	13,200	3,300	1,532	1,768
UTILITY-REFUSE REMOVAL	5,567	1,392	1,858	(466)
UTILITY-WATER & SEWER	6,800	1,700	1,920	(220)
RENTAL/LEASE-VEHICLE/EQUIP	35,600	8,900	11,406	(2,506)
LEASE-ICE MACHINES	1,500	375	400	(25)
INSURANCE-PROPERTY	22,482	22,482	37,381	(14,899)
R&M-BUILDING	500	125	-	125
R&M-EQUIPMENT	17,000	4,250	2,922	1,328
R&M-FERTILIZER	30,000	7,500	9,836	(2,336)
R&M-IRRIGATION	5,000	1,250	-	1,250
R&M-GOLF COURSE	4,000	1,000	-	1,000
R&M-PUMPS	9,748	2,437	1,134	1,303
MISC-PROPERTY TAXES	2,100	525	-	525
MISC-LICENSES & PERMITS	600	150	150	-
OP SUPPLIES- GENERAL	6,000	1,500	5,054	(3,554)
OP SUPPLIES-FUEL, OIL	15,500	3,875	3,553	322
OP SUPPLIES-CHEMICALS	22,456	5,614	-	5,614
OP SUPPLIES-HAND TOOLS	750	188	-	188
SUPPLIES-SAND	1,800	450	-	450
SUPPLIES-TOP DRESSING	2,400	600	601	(1)
SUPPLIES-SEEDS	2,000	500	-	500
ALLOCATIONS OF HOA SHARED EXPENDITURES	969	242	102	140
RESERVE	11,661	2,915	784	2,131
<b>TOTAL GOLF COURSE</b>	<b>569,721</b>	<b>159,292</b>	<b>146,067</b>	<b>13,225</b>



**Heritage Harbor CDD**  
**GOLF COURSE & PRO SHOP Enterprise Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2020 through December 31, 2020**

	FY2021 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>PRO SHOP:</b>				
PAYROLL-HOURLY	149,000	37,250	29,655	7,596
FICA TAXES & ADMINISTRATIVE	23,840	5,960	3,276	2,684
LIFE AND HEALTH INSURANCE	17,000	4,250	1,711	2,539
ACCOUNTING SERVICES	4,890	1,223	-	1,223
CONTRACTS-SECURITY ALARMS	2,157	539	120	420
POSTAGE AND FREIGHT	250	63	-	63
ELECTRICITY-GENERAL	8,400	2,100	1,278	822
UTILITY-REFUSE REMOVAL	693	173	-	173
UTILITY-WATER & SEWER	2,500	625	-	625
LEASE-CARTS	70,560	17,640	18,599	(959)
INSURANCE-PROPERTY	11,561	2,890	-	2,890
R&M-GENERAL	3,000	750	-	750
R&M-AIR CONDITIONING	800	200	-	200
R&M - RANGE	1,000	250	-	250
ADVERTISING	10,500	2,625	1,650	975
MISC-BANK CHARGES	22,000	5,500	-	5,500
MISC-CABLE TV EXPENSES	1,600	400	348	52
MISC-PROPERTY TAXES	5,500	1,375	-	1,375
MISC-HANDICAP FEES	500	125	3	122
OFFICE SUPPLIES	1,200	300	367	(67)
COMPUTER EXPENSE	1,000	965	965	-
OP SUPPLIES-GENERAL	1,000	250	1,086	(836)
SUPPLIES-SCORECARDS	500	125	-	125
CONTINGENCY	2,000	500	30	470
ALLOCATION OF HOA SHARED EXPENDITURES	14,495	3,624	2,041	1,583
RESERVE	27,100	6,775	-	6,775
<b>TOTAL PRO SHOP</b>	<b>383,046</b>	<b>96,477</b>	<b>61,128</b>	<b>35,350</b>
<b>TOTAL DEPRECIATION EXPENSE</b>	<b>-</b>	<b>-</b>	<b>55,666</b>	<b>(55,666)</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>952,767</b>	<b>255,768</b>	<b>262,861</b>	<b>(7,091)</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(5,462)</b>	<b>(18,848)</b>	<b>(6,787)</b>	<b>12,063</b>
<b>NONOPERATING EXPENSES:</b>				
ARBITRAGE REBATE	-	-	-	-
DISSEMINATION AGENT	-	-	-	-
TRUSTEE	-	-	-	-
PRINCIPAL DEBT RETIREMENT	-	-	-	-
INTEREST EXPENSE	-	-	-	-
<b>DEBT SERVICE TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENSES</b>	<b>952,767</b>	<b>255,768</b>	<b>262,861</b>	<b>(7,091)</b>
<b>NONOPERATING REVENUES</b>				
INTEREST AND DIVIDEND REVENUE	-	-	-	-
SALES TAX DISCOUNT	-	-	-	-
MISC REVENUES	-	-	-	-
GAIN ON SALE OF EQUIPMENT	-	-	-	-
INTERFUND TRANSFER IN	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>(5,462)</b>	<b>(18,848)</b>	<b>(6,787)</b>	<b>12,063</b>
NET ASSETS - BEGINNING	-	-	1,818,947	1,818,947
<b>NET ASSETS- ENDING</b>	<b>\$ (5,462)</b>	<b>\$ (18,848)</b>	<b>\$ 1,812,160</b>	<b>\$ 1,831,010</b>

**HERITAGE HARBOR CDD**  
**DEBT SERVICE 2018**  
**STATEMENT OF REVENUE, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**For the period from October 1, 2020 through December 31, 2020**

	<b>FY2021 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON-ROLL (NET)	\$ 329,422	\$ 197,653	\$ 285,233	\$ 87,579
SPECIAL ASSESSMENTS - EXCESS ON-ROLL (NET)	-	-	-	-
INTEREST-INVESTMENT	-	-	1	1
MISCELLANEOUS REVENUE	-	-	-	-
<b>TOTAL REVENUE</b>	<b>329,422</b>	<b>197,653</b>	<b>285,234</b>	<b>87,581</b>
<b>EXPENDITURES</b>				
COST OF ISSUANCE	-	-	-	-
INTEREST EXPENSE	30,146	17,941	17,941	-
PRINCIPAL EXPENSE	298,000	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>328,146</b>	<b>17,941</b>	<b>17,941</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
TRANSFER -IN	-	-	-	-
TRANSFER-OUT	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>1,276</b>	<b>179,712</b>	<b>267,293</b>	<b>87,581</b>
FUND BALANCE - BEGINNING	-	-	112,776	-
FUND BALANCE FORWARD	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 1,276</b>	<b>\$ 179,712</b>	<b>\$ 380,069</b>	<b>\$ 87,581</b>

**Heritage Harbor CDD**  
**CONSTRUCTION FUND**

**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2020 through December 31, 2020**

	<b>CONSTRUCTION ACTUAL YTD</b>
<b>REVENUE</b>	
INTEREST REVENUE	\$ 3
MISCELLANEOUS	-
<b>TOTAL REVENUE</b>	<b>3</b>
<b>EXPENDITURES</b>	
CONSTRUCTION IN PROGRESS	-
<b>TOTAL EXPENDITURES</b>	<b>-</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>3</b>
<b>OTHER FINANCING SOURCES (USES)</b>	
BOND PROCEEDS	-
TRANSFER-IN	-
TRANSFER-OUT	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>
NET CHANGE IN FUND BALANCE	<b>3</b>
<b>FUND BALANCE - BEGINNING</b>	211,432
<b>FUND BALANCE - ENDING</b>	<b>\$ 211,435</b>



**HERITAGE HARBOR CDD**  
**Community Development District**  
**Operating Accounts Reconciliations**  
**December 31, 2020**

	<b>GENERAL FUND</b>		<b>ENTERPRISE FUND</b>	
	<u>HARBOR COMMUNITY BANK</u>	<u>Bank United</u>	<u>HARBOR COMMUNITY BANK</u>	<u>Fifth Third Bank</u>
Balance Per Bank Statement	\$ 8,541.94	\$ 27,926.65	\$ 144,896.99	\$ 486,588.19
Less: Outstanding Checks	-	(41,517.00)	-	(6,270.04)
Plus: Deposits In Transit	-	50,000.00	-	-
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 8,541.94</u></b>	<b><u>\$ 36,409.65</u></b>	<b><u>\$ 144,896.99</u></b>	<b><u>\$ 480,318.15</u></b>

Beginning Bank Balance Per Books	\$ 8,541.94	\$ 67,108.29	\$ 144,896.99	\$ 425,354.10
Cash Receipts & Credits	-	57,558.97	-	104,697.41
Cash Disbursements	-	(88,257.61)	-	(49,733.36)
<b><i>Balance Per Books</i></b>	<b><u>\$ 8,541.94</u></b>	<b><u>\$ 36,409.65</u></b>	<b><u>\$ 144,896.99</u></b>	<b><u>\$ 480,318.15</u></b>

# EXHIBIT 7

## RESOLUTION 2022-03

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

**WHEREAS**, Heritage Harbor Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

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

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

<u>David Penzer</u>	Chair
<u>Russ Rossi</u>	Vice-Chair
<u>Howard McGaffney</u>	Secretary
<u>Johanna Lee</u>	Treasurer
<u>Howard McGaffney</u>	Assistant Treasurer
<u>Jacquelyn Leger</u>	Assistant Secretary
<u>Shelley Grandon</u>	Assistant Secretary
<u>Jeff Witt</u>	Assistant Secretary
<u>Clint Swigart</u>	Assistant Secretary

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

**PASSED AND ADOPTED** this 8th day of February, 2022.

**ATTEST:**

**HERITAGE HARBOR COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors