



***HERITAGE HARBOR  
COMMUNITY DEVELOPMENT DISTRICT***

***Agenda Package***

***Regular Meeting***

***Tuesday  
July 12, 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 208  
Lake Mary FL 32746  
(321) 263-0132

July 5, 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, July 12, 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,

*Tish Dobson*

Tish Dobson  
District Manager

Cc: Attorney  
Engineer  
District Records

District: **HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, July 12, 2022  
Time: 5:30 PM  
Location: Heritage Harbor Clubhouse  
19502 Heritage Harbor Parkway  
Lutz, Florida 33558

Call-in Number: +1 (929) 205-6099  
Meeting ID: 913 989 9080  
Passcode: 842235

### ***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 – June 30, 2022 – 90% [Exhibit 1](#)

B. Steadfast Environmental – Waterway Inspection Report [Exhibit 2](#)

**IV. Golf Operations**

A. Golf Course Report – *To Be Distributed*

**V. Consent Agenda**

A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held June 14, 2022 [Exhibit 3](#)

B. Consideration for Acceptance – The May 2022 Unaudited Financial Report [Exhibit 4](#)

C. Ratification of Yoga Instructor Agreement [Exhibit 5](#)

**VI. Business Matters**

A. Discussion of Reclaimed Water & Golf Course Irrigation Pump & Well

B. Consideration of Outdoor Restroom Repair Proposal Options [Exhibit 6](#)

1. Romaner Graphics - \$11,350.00

2. Jumbo Painting - \$9,700.00

C. Consideration of Bridge Builders Remaining Bridge Repairs Proposal - \$326,700.00 [Exhibit 7](#)

D. Consideration of Greenview Landscaping Price Increase - \$12,480.00/ yearly [Exhibit 8](#)

E. Consideration of Site Masters Golf Cart Repair Proposal - \$30,600.00 [Exhibit 9](#)

## **VII. Staff Reports**

A. Field Operations Report – July 2022

[Exhibit 10](#)

B. District Manager

1. Presentation of Qualified General Election Candidates

- Seat 4 – Russell Rossi
- Seat 5 – David Penzer & Benjamin Delaney

C. District Attorney

D. District Engineer

## **VIII. Supervisors Requests**

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

**X. Next Meeting Quorum Check: August 9<sup>th</sup>, 5:30 PM**

David Penzer	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Russ Rossi	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Clint Swigart	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Shelley Grandon	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Jeffrey Witt	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

## **XI. Adjournment**



# EXHIBIT 1



# HERITAGE HARBOR CDD

LANDSCAPE INSPECTION

June 30, 2022

ATTENDING:

LARRY RHUM – GREENVIEW LANDSCAPE

ADAM RHUM – GREENVIEW LANDSCAPE

PAUL WOODS – OLM, INC.

**SCORE: 90%**

**NEXT INSPECTION  
JULY 28, 2022 AT 9:00 AM**

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## CATEGORY I: MAINTENANCE CARRYOVER ITEMS FROM 04/28/2022

### HARBOR TOWNE

1. Improve removal of windfall and debris from beds.

## CATEGORY I: MAINTENANCE CARRYOVER ITEMS FROM 05/26/2022

### HARBOR TOWNE

1. Remove trash and debris, including concrete rubble, from tennis courts and volleyball court areas.
3. Control bed weeds at the entrance monument to the lift station stockade fence.
8. Control crack weeds.

### LUTZ LAKE FERN ROAD FRONTAGE

30. Remove windfall and debris during weekly service visits.

## CATEGORY II: MAINTENANCE ITEMS

### HARBOR TOWNE

1. Hand prune dead wood from Viburnum at the tennis court where vehicle damage occurred.
2. Near the bike rack: Prune declining Firebush to ground level.
3. Repair pest damaged turf adjacent to the entrance to the pool maintenance area.
4. **Restaurant loading dock: Remove remaining brick. Also rake out debris, including windfall, behind the Viburnum hedgerow.**
5. Remove Crape Myrtle volunteer or suckering growth at the frontage.
6. Liquid fertilize Blue Daze.
7. Avoid box shearing Ilex. I recommend a rounded form.
8. Interior pool berm: Control weeds in turf.

9. West of the sand volleyball court: Prune back Brazilian Pepper overgrowing turf mowables.
10. Remove remaining Ganoderma conks from Oak tree stump.
11. **Tennis court perimeter: Fertilize Viburnum suspensum. Also lightly shear plants to flush new growth. Confirm irrigation coverage to plants.**
12. Tennis court entrance: Rejuvenate prune Fountain Grass once bloom cycle is complete.
13. **Control weeds in beds at the lift station and Harbor Towne entrance monument.**
14. Entrance drive to Harbor Towne: Control chlorosis in Loropetalum. Given location of the Pine trees, I recommend liquid fertilizing.

#### PARKWAY

15. **Improve vigor and fertility of Viburnum hedgerows in front of the sports field and at Fishermans Pier Court. With improved fertility I also recommend seasonal rejuvenate pruning, dead wooding, and reestablishing a uniform height, eliminating the rollercoaster appearance between sun and shaded areas.**
16. Prune sucker growth from Bottlebrush at the wellhouse.
17. Confirm standpipes are in the vertical position.
18. Entrance to the county lift station: Remove declining Viburnum at the stockade fence.
19. Prune and elevate wood line overgrowth extending into mowable areas.
20. Rake out leaf accumulations from storm water inlets.
21. South of Seacove Drive intersection: Control weeds in turf. Repair areas of turf loss in St. Augustine due to weed pressure.
22. Remove Spanish Moss up to 15 feet from trees.
23. Along the east side of the parkway north of Seacove Drive intersection: Prune sucker growth and dead wood from roadside Oak tree.
24. Waterford Landing Drive golf course: Control crack weeds along common area sidewalks.
25. Harbor Lake Drive pocket park: Use a metal blade edger to eliminate chemical overspray along soft lines.
26. Maintain a consistent and accessible easement behind the pocket park to access the pond. This will involve periodic pruning of Viburnum hedgerow.

27. Harbor Towne intersection: Remove sand, gravel, and debris accumulations along curb lines.
28. Remove herbicide treated weeds.
29. Control grassy weeds in Asiatic Jasmine.

#### ENTRANCE

30. Continue removing windfall and debris from waterfall entrance monument area. Prune dead wood from plants, including Ligustrum Privet behind the wall.
31. Control weeds in common area beds near the footbridge.
32. Remove windfall, including pine straw, from Asiatic Jasmine beds near gatehouse parking area.
33. Control weeds throughout perennial Peanut planting.
34. Adjacent to entrance and frontage construction: Line trim areas inaccessible by mowers.
35. Control weeds in Viburnum/Southern Red Cedar hedgerow east of the entrance.
36. Cypress Glen entrance: Line trim the mitered end section of the storm water swale at the front of the community.

#### MONTEREY BAY

37. Village monument: Monitor newly installed sod.

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

1. Harbor Towne: Provide a price to reset grade at the new sidewalk with groundcovering plants.
2. Harbor Towne: Provide plant list, design, and price to refurbish planting beds, including those on the west side of the pool and at the picnic pavilion.
3. Harbor Towne: Provide a price to grind the Oak tree stump at the rear of the tot lot playground.
4. At the waterfall: Provide a price to supplement Confederate Jasmine that did not recover from winter freeze.
5. Entrance: Provide a price to improve the vicinity of the restroom, pruning back wood line, removing declining Juniper, and mulching areas without turf per District Manager request.

6. Cypress Glen restroom near the Fishermans Bend Drive intersection: Provide a price to install Bahia sod in bare areas, elevate trees, and mulch the foundation of the bathhouse to improve appearance.

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

1. Harbor Towne: There is a significant amount of erosion undercutting the sidewalk to the left of the clubhouse front adjacent to children's summer camp area. I recommend approving contractor's proposal to repair this area.
2. During today's inspection we discussed inoperative irrigation north of Harbor Towne to the sports field. Please advise if Board would like budgetary costs to refurbish, reactivate, or improve the turf irrigation on the north end of the parkway.

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

1. Parkway center island at the Harbor Lake Drive intersection: Confirm proposal quantity to infill freeze damaged Asiatic Jasmine.
2. Contractor is reminded to remove animal carcasses on common area streets when found.

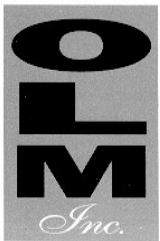
cc: Jackie Leger [jleger@dpfgmc.com](mailto:jleger@dpfgmc.com)  
Brent Henman [bhenman@dpfgmc.com](mailto:bhenman@dpfgmc.com)  
Tish Dobson [tdobson@dpfgmc.com](mailto:tdobson@dpfgmc.com)  
Ray Leonard [rleonard@greenacre.com](mailto:rleonard@greenacre.com)  
Larry Rhum [debs@greenviewfl.com](mailto:debs@greenviewfl.com)

# HERITAGE HARBOR CDD

## MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5	-2	Line trim swales
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10	-2	Grassy/warranty near Monterey
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5	-2	Viburnum on Parkway
WEED CONTROL – BED AREAS	10		
PLANT INSECT/DISEASE CONTROL	10		
PRUNING	10	-2	Moss, woodline
CLEANLINESS	10	-3	Windfall
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		
CARRYOVERS	5	-4	1/ 1, 3,5, 8, 3

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



Date: 6-28-22\_Score: 90\_Performance Payment™ %100\_\_\_\_\_

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

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

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

## EXHIBIT 2



## Heritage Harbor CDD Aquatics

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**Inspection Date:**

6/27/2022 8:19 AM

**Prepared by:**

Victor Paniagua

Business Development Coordinator

STEADFAST OFFICE:

WWW.STEADFASTENV.COM  
813-836-7940



# Inspection Report

**SITE: 28**

Condition:   ☒Excellent   ☐Great   ☐Good   ☐Poor   ☐Mixed Condition   ☐Improving



**Comments:**

Shoreline and water are clear no other issues at this time.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous	
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria	
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	

**SITE: 27**

Condition:   ☒Excellent   ☐Great   ☐Good   ☐Poor   ☐Mixed Condition   ☐Improving



**Comments:**

Shoreline and water are clear no other issues at this time.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous	
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria	
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	

# Inspection Report

**SITE: 29**

Condition: ☒Excellent    ☐Great    ☐Good    ☐Poor    ☐Mixed Condition    ☐Improving



**Comments:**

Shoreline and water are clear no other issues at this time.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous	
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria	
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	

**SITE: 61**

Condition: ☒Excellent    ☐Great    ☐Good    ☐Poor    ☐Mixed Condition    ☐Improving



**Comments:**

Shoreline and water are clear no other issues at this time.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous	
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria	
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	



# Inspection Report

**SITE: 36**

Condition:    ✓Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

ExceleShoreline and water are clear no other issues at this time.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

**SITE: 42**

Condition:    Excellent    ✓Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Very little algae in water, to be addressed next treatment visit. Shoreline clean. No other issues at this time

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

# Inspection Report

**SITE: 46**

Condition:      Excellent    ✓Great      Good      Poor      Mixed Condition      Improving



**Comments:**

Shoreline and water clear small amounts of Spatterdock. No other issues at this time

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	<input checked="" type="checkbox"/> Other: <b>Spatterdock</b>
			Chara

**SITE: 22**

Condition:    ✓Excellent      Great      Good      Poor      Mixed Condition      Improving



**Comments:**

Shoreline and water are clear no other issues at this time.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara



# Inspection Report

**SITE: 79**

Condition:      Excellent      Great      Good      Poor      Mixed Condition      Improving



**Comments:**

ExcellShoreline and water are clear no other issues at this time.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
		<input type="checkbox"/> Substantial	
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Chara
		<input type="checkbox"/> Other:	

**SITE: 65**

Condition:      ✓Excellent      Great      Good      Poor      Mixed Condition      Improving



**Comments:**

Shoreline and water are clear no other issues at this time.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
		<input type="checkbox"/> Substantial	
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Chara
		<input type="checkbox"/> Other:	

## MANAGEMENT SUMMARY



With the passing of the solstice, we are currently in the longest, hottest part of the year, the height of Summer. As such algae and vegetation is growing as rapidly as possible. At this time of year, it will be a cyclical battle against these forces until more frequent rainfall or cooler temperatures bring relief with the onset of Fall.

On this visit, nearly all ponds noted were in excellent condition. Shoreline grasses were in check. Algae was noted in some locations, but was minimal and will be addressed during the next scheduled visitation.

Routine treatments will continue to maintain the appearance & health of the ponds as we make our way through the height of the growing season.

## RECOMMENDATIONS

Continue to treat for algal activity to prevent/treat local bloom events.

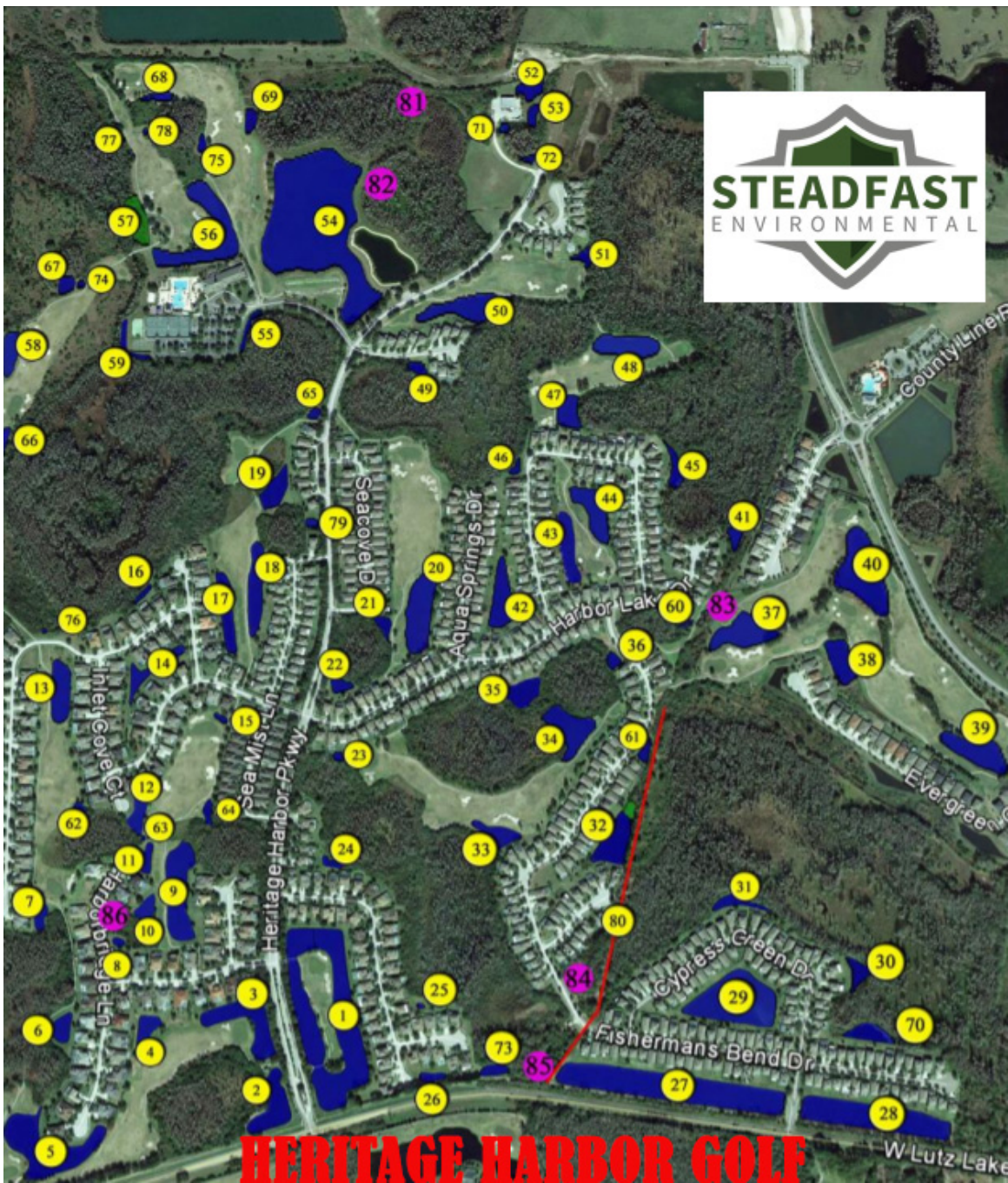
Continue managing grasses, below the high water mark, though treatments may be reduced during the rainy season to avoid damaging stabilizing grasses on the upper bank.

Watch out for debris items being washed into the ponds.

Thank you for choosing Steadfast Environmental!



MAINTENANCE AREA



## EXHIBIT 3



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, June 14, 2022 at 5:41 p.m. at the Heritage Harbor Clubhouse, 19502 Heritage  
6 Harbor Parkway, Lutz, Florida 33558.

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

8 Mr. McGaffney called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 David Penzer	Board Supervisor, Chairman
11 Russ Rossi	Board Supervisor, Vice Chairman
12 Shelley Grandon	Board Supervisor, Assistant Secretary
13 Jeffrey Witt	Board Supervisor, Assistant Secretary

14 Also present were:

15 Mac McGaffney	District Manager, DPFPG Management & Consulting
16 Tish Dobson	District Manager, DPFPG Management & Consulting
17 Brent Henman	Field Operations, DPFPG Management & Consulting
18 Vanessa Steinerts	District Counsel, Straley Robin Vericker
19 John Panno ( <i>joined in progress</i> )	Pro Shop Manager, Heritage Harbor Golf
20 Marty Ford	Golf Maintenance Supervisor
21 Stacy Aguilar	Double Bogeys

22 *The following is a summary of the discussions and actions taken at the June 14, 2022 Heritage Harbor*  
23 *CDD Board of Supervisors Regular Meeting.*

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

25 There being none, the next item followed.

26 **THIRD ORDER OF BUSINESS – Discussion of Restaurant 6-Month Update – Jamey McMullen**

27 Ms. Aguilar spoke on behalf of Mr. McMullen and Double Bogeys. Ms. Aguilar commented on  
28 the sales history since the restaurant had opened officially on December 14, in particular  
29 highlighting special considerations with the golf cart service. Ms. Aguilar discussed ideas for the  
30 menus, events, and potential use of space as a music venue for special occasions. Additional  
31 discussion ensued regarding HOA funding for needs such as updating plants in the pool/patio area,  
32 as well as the restaurant doors.

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

34 A. Exhibit 1: Greenview Landscape as Inspected by OLM – May 26, 2022 – 85%

35 Mr. Penzer noted that the landscaping grade was continuing to decline. Mr. Penzer acknowledged  
36 previous suggestions to have landscaping performed by in-house staff, but suggested continuing  
37 with OLM as the District had not encountered major landscaping problems since starting with them.

38 B. Exhibit 2: Consideration of Greenview Landscape Proposals

39 1. Conservation Cut Back 1 - \$1,500.00

40 2. Conservation Cut Back 2 - \$500.00

Mr. Henman stated that he had requested these proposals following resident complaints about a lack of grass trimming, which he had found was because landscapers were unable to access the areas due to overgrown trees.

On a MOTION by Ms. Grandon, SECONDED by Mr. Witt, WITH ALL IN FAVOR, the Board approved the Greenview Landscape Conservation Cut Back Proposals #1 and #2, as presented, in the total amount of \$2,000.00, for the Heritage Harbor Community Development District.

3. Plant Replacement - \$400.00

Ms. Dobson explained that the shrubs on an island on the main boulevard were gradually dying out, and that a resident call had been received asking whether this could be addressed. Ms. Dobson stated that viburnum typically had a 15 to 20-year lifespan.

On a MOTION by Mr. Rossi, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved the Greenview Landscape Plant Replacement proposal, as presented, in the amount of \$400.00, for the Heritage Harbor Community Development District.

Following the motion, an additional proposal for cart path bridge remediation from Roadway Concepts was noted by Mr. Penzer, which Mr. Henman gave an overview of. Concerns were raised about cart axles breaking if the bridge went unaddressed.

On a MOTION by Mr. Witt, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board approved the Roadway Concepts bridge ends transition epoxy ramps proposal, in the amount of \$1,300.00, for the Heritage Harbor Community Development District.

C. Exhibit 3: Steadfast Environmental – Waterway Inspection Report

There were no comments from the Board on the waterway inspection report.

D. Exhibit 4: Discussion of Steadfast Environmental Proposals – *previously presented*

1. Area #8 - \$4,480.00
2. Area #13 - \$10,050.00
3. Area #17 - \$11,000.00
4. Area #18 - \$2,670.00

Mr. Henman, Ms. Dobson, and Mr. Ford provided updates on the extent of the erosion on each of the areas, with Mr. Ford highlighting poor conditions at Areas #8 and #13 in particular. In response to a Supervisor question, Mr. Ford explained that irrigation work would be coordinated prior to remediation.

On a MOTION by Mr. Penzer, SECONDED by Mr. Witt, WITH ALL IN FAVOR, the Board approved the Steadfast Environmental proposals for erosion repair at Areas #8, #13, #17, and #18, as presented, subject to District Engineer oversight and confirmation, in the total amount of \$28,200.00, for the Heritage Harbor Community Development District.

Following the motion, Mr. Ford stated that the pump would be delivered by June 28. Mr. Ford additionally indicated irrigation issues on Hole 8, which needed repairs.

**FIFTH ORDER OF BUSINESS – Operations**

A. Exhibit 5: Golf Course Report

Mr. Ford discussed the greens punching process with the Board, noting the time needed to get them back to ideal conditions due to their relative age. Additionally discussion ensued regarding irrigation patterns and water supply needs throughout the course.

Mr. Panno stated that May had been a record-breaking month, and anticipated that June would be a reduced month due to the greens punching. Mr. Panno additionally noted that average usage rates were at 50 golfers per day, and that golfers had been satisfied with the cart and restaurant. Mr. Panno addressed Supervisor questions about staffing, indicating that it was at adequate levels. During discussion of the bridge contractor work, Mr. Henman offered to go out and measure all of the cart bridges for calculating what future work may entail.

#### **SIXTH ORDER OF BUSINESS – Administrative**

- A. Exhibit 6: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held May 17, 2022

On a MOTION by Ms. Grandon, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting Held May 17, 2022, for the Heritage Harbor Community Development District.

- B. Exhibit 7: Consideration for Acceptance – The April 2022 Unaudited Financial Report

Mr. McGaffney provided an update on assessments that had been collected, and stated that total expenditures were trending just under what had been budgeted.

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board accepted the April 2022 Unaudited Financial Report, for the Heritage Harbor Community Development District.

#### **SEVENTH ORDER OF BUSINESS – Business Matters**

- A. Exhibit 8: Presentation of the Budget Highlights Executive Summary

Mr. McGaffney summarized highlights of the budget, explaining historical data that revenue projections had been drawn from. Mr. Rossi inquired about assessment levels, recalling that taxes had increased in the previous year because of the restaurant project. Mr. McGaffney advised that there was no proposed change in assessments for the next fiscal year, and provided an overview of line items that were relevant to the restaurant.

Mr. McGaffney discussed the budgeted amount for District Management services. Ms. Grandon indicated some increases that had been unclear, and Mr. Penzer expressed concerns about the execution of the increase of about \$5,057, indicating that he both would have preferred a process involving District Management making a proposal, and that he had previously sent an email response against the raise due to the past year being rocky in his opinion. Mr. Penzer suggested that an amount could be budgeted into some form of contingency to allow for further discussion of the raise without committing to spending that added amount on District Management, and/or that the high watermark budget could be set at this meeting, with a proposal to be brought back by DPFG to the next meeting. Discussion ensued regarding the increase structure, with the initial three years with DPFG having gradual increases, followed by an unchanged fee for FY 2022. The Board stressed the need to have the amounts for the various District Management services broken out so that everything to be included would be visible.

Additional discussion ensued regarding the leftover construction funds, interest that had built up, and associated reconciliation. Comments were made from the Board expressing some dissatisfaction with aspects of the budget, but acknowledging that the proposed budget was high water mark and could be brought down as they desired.

B. Exhibit 9: Consideration & Adoption of **Resolution 2022-06**, Approving Proposed FY 2023 Budget & Setting PH

1. Discussion of Updated Capital Improvement Plan – *To Be Distributed*

Mr. McGaffney explained that the public hearing date would be set for September 13.

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board adopted **Resolution 2022-06**, Approving Proposed FY 2023 Budget & Setting the public hearing for September 13, 2022, for the Heritage Harbor Community Development District.

**EIGHTH ORDER OF BUSINESS – Staff Reports**

A. Exhibit 10: Field Operations Report – June 2022

Mr. Henman stated that the bridges had largely been completed and that some final minor adjustments would be performed this week. Mr. Henman stated that Ms. Dobson had been shadowing him as he continued to work with the landscaper and aquatics vendors to resolve issues reported by residents throughout the community. Mr. Henman additionally expressed appreciation for Mr. Ford and Mr. Panno's work on the projects.

B. District Manager

Ms. Dobson stated that the yoga agreement was being reviewed. Ms. Dobson provided an update on an issue with fence line shrubs with information acquired from the Hillsborough County property appraisers' site, which indicated that the shrubs were on the resident's property and thus under the purview of the HOA and not the CDD. Ms. Dobson stated that she would be having a meeting with the Site Masters team to fix the cart path panels, and that she was in the process of acquiring proposals for the restroom for consideration at the next meeting. Ms. Dobson noted that, to address the water needs at the golf course, the District had options for investing in reclaimed water or for working with District Counsel to try to exit the existing agreement in order to invest in the well. Ms. Dobson suggested having the District Engineer and possibly GHS Environmental at the next meeting for discussing the water needs. Mr. Penzer requested to get in contact with District Counsel once he returned from leave. Ms. Dobson added that she had contacted the sheriff's department to try to set up a conference call, and that this was still in the process.

C. District Attorney

Ms. Steinerts advised that the yoga agreement had not been received back, though it had been signed by the Chairman. Ms. Steinerts stated that this agreement, for a three-month period as proposed with an auto-renew provision and 3-day notice of termination, would most likely be provided for the Board for ratification at the next meeting.

D. District Engineer

There being none, the next item followed.

**NINTH ORDER OF BUSINESS – Supervisors Requests**

A Supervisor reported that the HOA had settled with the CDD on shared construction costs, and that everything was appropriately paid for.

**TENTH ORDER OF BUSINESS – Audience Comments – New Business**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: July 12th, 5:30 PM**

All Supervisors in attendance indicated that they would be present for the next meeting, scheduled for July 12, at 5:30 p.m., which would constitute the necessary quorum.

**TWELFTH ORDER OF BUSINESS – Adjournment**

Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Ms. Grandon made a motion to adjourn the meeting.

On a MOTION by Ms. Grandon, SECONDED by Mr. Penzer, WITH ALL IN FAVOR, the Board adjourned the meeting at 8:10 p.m. 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 July 12, 2022.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

**Title:**   ☐ **Secretary**   ☐ **Assistant Secretary**

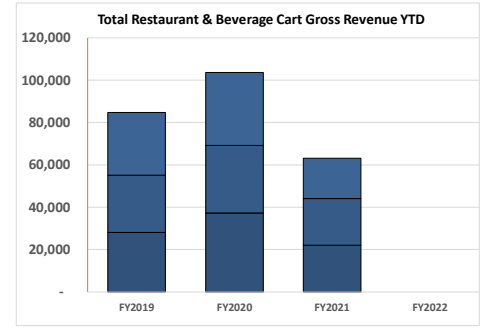
**Title:**   ☐ **Chairman**   ☐ **Vice Chairman**

## EXHIBIT 4

Financial Snapshot - General Funds				
Revenue: Net Assessments % Collected YTD				
	FY 2021 Actuals YTD	FY 2022 Actuals YTD	FY 2022 Budget YTD	
General Fund	98.2%	98.1%	100.0%	
Debt Service Fund	98.2%	98.1%	100.0%	
Expenditures: Amount Spent YTD				
	FY 2021 Actuals YTD	FY 2022 Actuals YTD	FY 2022 Budget YTD	
General Fund				
Administration	\$ 109,155	\$ 108,558	\$ 144,347	
Field	334,462	339,783	432,063	
Total General Fund	\$ 443,617	\$ 448,341	\$ 576,410	
% of Actual Expenditures Spent of Budgeted Expenditures			47%	
Cash and Investment Balances				
	Prior Year YTD		Current YTD	
Operating Accounts	\$ 815,156		\$ 1,170,377	

## Financial Snapshot - Enterprise Fund - Restaurant

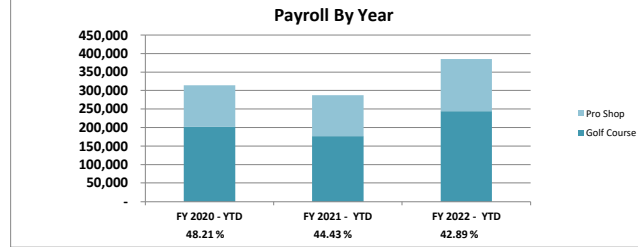
Restaurant and Beverage Cart Gross Revenue				
	FY2019	FY2020	FY2021	FY2022
October	28,113	37,261	21,976	N/A
November	26,921	31,871	22,076	N/A
December	29,649	34,445	19,027	N/A
January	23,393	39,065	24,999	N/A
February	21,969	36,644	21,423	N/A
March	38,070	22,665	21,047	N/A
April	31,115	12,297	25,887	N/A
May	45,993	20,461	54,302	N/A
June	43,421	20,024	N/A	N/A
July	32,429	22,087	N/A	N/A
August	33,940	24,900	N/A	N/A
September	34,700	22,105	N/A	N/A
<b>Yearly Total</b>	<b>\$ 389,713</b>	<b>\$ 323,825</b>	<b>\$ 210,737</b>	<b>\$ -</b>



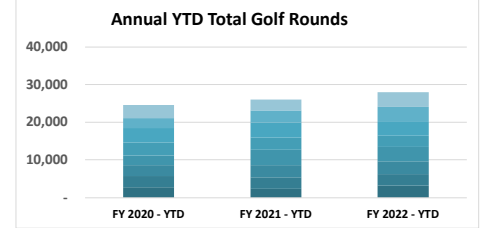
## Financial Snapshot - Enterprise Fund - Golf Activity

Gross Profit by Golf Activity				
	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Actual FY 2022 - YTD	Budget FY 2022 - YTD
Golf Course	\$ 720,703	\$ 800,429	\$ 870,863	\$ 655,765
Pro Shop	28,663	27,587	32,579	24,383
Cost of Goods Sold	(14,464)	(17,386)	(11,147)	(12,797)
<b>Total Gross Profit</b>	<b>\$ 734,902</b>	<b>\$ 810,630</b>	<b>\$ 892,296</b>	<b>\$ 667,351</b>
Expenses by Golf Activity				
	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Actual FY 2022 - YTD	Budget FY 2022 - YTD
Golf Course	\$ 280,039	\$ 323,307	\$ 419,955	\$ 418,238
Pro Shop	195,330	218,122	235,540	263,746
<b>Total Expenses</b>	<b>\$ 475,369</b>	<b>\$ 541,429</b>	<b>\$ 655,495</b>	<b>\$ 681,985</b>
Net Income (Loss) by Golf Activity				
	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Actual FY 2022 - YTD	Budget FY 2022 - YTD
Golf Course	\$ 440,664	\$ 477,122	\$ 450,908	\$ 237,526
Pro Shop	(181,131)	(207,921)	(214,107)	(252,161)
<b>Total Net Income (Loss) B4 Depreciation</b>	<b>\$ 259,533</b>	<b>\$ 269,201</b>	<b>\$ 236,801</b>	<b>\$ (14,634)</b>
Total Depreciation Expense	37,111	37,111	-	-
<b>Total Net Income (Loss) After Depreciation</b>	<b>\$ 222,422</b>	<b>\$ 232,090</b>	<b>\$ 236,801</b>	<b>\$ (14,634)</b>
Debt Service				
	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Actual FY 2022 - YTD	Budget FY 2022 - YTD
Principal Payment	\$ 287,000	\$ 298,000	\$ 311,000	\$ 311,000
Interest Payment	46,932	35,882	24,409	18,422
Prepayment Call	-	-	-	-
<b>Total Debt Service Payments</b>	<b>\$ 333,932</b>	<b>\$ 333,882</b>	<b>\$ 335,409</b>	<b>\$ 329,422</b>

Payroll by Activity				
	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Actual FY 2022 - YTD	Budget FY 2022 - YTD
Golf Course				
Payroll- Hourly	\$ 164,929	\$ 143,986	\$ 204,404	\$ 190,000
FICA Taxes	20,620	18,172	25,150	28,500
Life and Health Insurance	16,498	14,253	14,352	19,200
<b>Total Golf Course</b>	<b>202,047</b>	<b>176,411</b>	<b>243,907</b>	<b>237,700</b>
Pro Shop				
Payroll- Hourly	92,236	91,529	113,032	108,000
FICA Taxes	12,275	12,258	20,516	17,280
Life and Health Insurance	7,788	7,414	8,033	11,333
<b>Total Pro Shop</b>	<b>112,299</b>	<b>111,201</b>	<b>141,581</b>	<b>136,613</b>
<b>Total Payroll</b>	<b>\$ 314,346</b>	<b>\$ 287,612</b>	<b>\$ 385,488</b>	<b>\$ 374,313</b>
% of Revenues	42.77%	35.48%	43.20%	56.09%



Actual Rounds of Golf by Month			
	FY 2020 - YTD	FY 2021 - YTD	FY 2022 - YTD
October	2,711	2,312	3,112
November	2,946	3,053	3,124
December	2,909	3,242	3,359
January	2,588	4,054	3,833
February	3,461	3,227	2,934
March	3,833	4,024	3,727
April	2,648	3,154	3,937
May	3,432	2,936	3,932
June			
July			
August			
September			
<b>Total Rounds</b>	<b>24,528</b>	<b>26,002</b>	<b>27,958</b>



# **Heritage Harbor Community Development District**

Financial Statements  
(Unaudited)

Period Ending  
May 31, 2022



**Heritage Harbor CDD**  
**Balance Sheet**  
**May 31, 2022**

	<b>General Fund</b>	<b>Golf Course &amp; Pro Shop</b>	<b>Debt Service Series 2018</b>	<b>Debt Service Series 2021</b>	<b>Construction</b>	<b>TOTAL</b>
1 <b><u>ASSETS:</u></b>						
2 CASH - HANCOCK OPERATING ACCOUNT	\$ 286,762	\$ -	\$ -	\$ -	\$ -	\$ 286,762
3 CASH - BU OPERATING ACCOUNT	191,454	-	-	-	-	191,454
4 CASH - SOUTHSTATE OPERATING ACCOUNT	8,506	-	-	-	-	8,506
5 CASH - SUNTRUST	4,586	-	-	-	-	4,586
6 CASH - BU MONEY MARKET	679,069	-	-	-	-	679,069
7 CASH - SOUTHSTATE ENTERPRISE ACCOUNT	-	133,435	-	-	-	133,435
8 CASH - FIFTH THIRD BANK	-	-	-	-	-	-
CASH - BU GOLF ACCOUNT	-	743,104	-	-	-	743,104
9 CASH ON HAND	-	1,672	-	-	-	1,672
10 CASH - DEBIT CARD	-	1,170	-	-	-	1,170
11 INVESTMENTS:						-
12 REVENUE FUND	-	-	10,730	-	-	10,730
13 RESERVE TRUST FUND	-	-	65,885	-	-	65,885
14 INTEREST FUND	-	-	-	-	-	-
15 SINKING FUND	-	-	-	-	-	-
16 COST OF ISSUANCE	-	-	-	10,000	-	10,000
17 CONSTRUCTION TRUST FUND	-	-	-	-	107,901	107,901
18 ON ROLL ASSESSMENT RECEIVABLE	16,132	-	6,206	-	-	22,339
19 ACCOUNTS RECEIVABLE	49,138	63	-	-	-	49,201
20 DEPOSITS - UTILITIES	1,890	3,456	-	-	-	5,346
21 PREPAID	5,474	8,239	-	-	-	13,713
22 ON ROLL IN TRANSIT			-	-		-
23 DUE FROM OTHER FUNDS	37,176	5,746	23,443	-	1,441	67,806
24 INVENTORY ASSETS:						-
25 GOLF BALLS	-	11,917	-	-	-	11,917
26 GOLF CLUBS	-	442	-	-	-	442
27 GLOVES	-	2,852	-	-	-	2,852
28 HEADWEAR	-	2,662	-	-	-	2,662
29 LADIES WEAR	-	1,253	-	-	-	1,253
30 MENS WEAR	-	2,563	-	-	-	2,563
31 SHOES/SOCKS	-	370	-	-	-	370
32 MISCELLANEOUS	-	5,010	-	-	-	5,010
33 INVESTMENTS CD	-	-	-	-	-	-
34 <b>TOTAL CURRENT ASSETS</b>	<b>1,280,187</b>	<b>923,955</b>	<b>106,264</b>	<b>10,000</b>	<b>109,341</b>	<b>2,429,748</b>
35 <b><u>NONCURRENT ASSETS</u></b>						
36 LAND	-	1,204,598	-	-	-	1,204,598
37 INFRASTRUCTURE	-	6,054,583	-	-	-	6,054,583
38 ASSUM. DEPRECIATION-INFRASTRUCTURE	-	(6,126,049)	-	-	-	(6,126,049)
39 EQUIPMENT & FURNITURE	-	1,059,368	-	-	-	1,059,368
40 ACCUM. DEPRECIATION - EQUIP/FURNITURE	-	(900,935)	-	-	-	(900,935)
41 <b>TOTAL NONCURRENT ASSETS</b>	<b>-</b>	<b>1,291,565</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,291,565</b>
42 <b>TOTAL ASSETS</b>	<b>\$ 1,280,187</b>	<b>\$ 2,215,520</b>	<b>\$ 106,264</b>	<b>\$ 10,000</b>	<b>\$ 109,341</b>	<b>\$ 3,721,313</b>

**Heritage Harbor CDD**  
**Balance Sheet**  
**May 31, 2022**

	<b>General Fund</b>	<b>Golf Course &amp; Pro Shop</b>	<b>Debt Service Series 2018</b>	<b>Debt Service Series 2021</b>	<b>Construction</b>	<b>TOTAL</b>
43 <b><u>LIABILITIES:</u></b>						
44 ACCOUNTS PAYABLE	\$ 12,656	\$ 22,866	\$ -	\$ -	\$ 5,586	\$ 41,108
45 DEFERRED ON ROLL ASSESSMENTS	16,132	-	6,206	-	-	22,339
46 SALES TAX PAYABLE	1,680	3,003	-	-	-	4,683
47 ACCRUED WAGES PAYABLE	-	-	-	-	-	-
48 ACCRUED EXPENSES	5,338	25,452	-	-	-	30,790
49 DEFERRED REVENUE	-	-	-	-	-	-
50 GIFT CERTIFICATES	-	764	-	-	-	764
51 RESTAURANT DEPOSITS	6,000	-	-	-	-	6,000
52 ACCRUED INTEREST PAYABLE	-	-	-	-	-	-
53 DUE TO OTHER FUNDS	30,630	13,639	-	-	-	44,269
54 SALES TAX PAYABLE	-	-	-	-	-	-
55 REVENUE BONDS PAYABLE-CURRENT	-	-	-	-	-	-
56 <b>TOTAL LIABILITIES</b>	<b>72,436</b>	<b>65,725</b>	<b>6,206</b>	<b>-</b>	<b>5,586</b>	<b>149,953</b>
57 <b><u>FUND BALANCES:</u></b>						
58 COMMITTED						
59 NON SPENDABLE DEPOSITS	8,235	22,188	-	-	-	30,423
60 CAPITAL RESERVE	226,708	38,761				265,469
61 INVESTED IN CAPITAL ASSETS		1,538,158				1,538,158
62 ASSIGNED						
63 2 MONTH WORKING CAPITAL	191,412	-	-	-	-	191,412
64 UNASSIGNED	781,396	550,689	100,058	10,000	103,756	1,545,898
65 <b>TOTAL FUND BALANCE</b>	<b>1,207,751</b>	<b>2,149,795</b>	<b>100,058</b>	<b>10,000</b>	<b>103,756</b>	<b>3,571,360</b>
66 <b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,280,187</b>	<b>\$ 2,215,520</b>	<b>\$ 106,264</b>	<b>\$ 10,000</b>	<b>\$ 109,341</b>	<b>\$ 3,721,313</b>

**Heritage Harbor CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through May 31, 2022**

	<b>FY22 Adopted Budget</b>	<b>FY22 Budget Year-to-Date</b>	<b>FY22 Actual Year-to-Date</b>	<b>Variance Favorable (Unfavorable)</b>	<b>% Actual YTD / FY Budget</b>
<b>1 <u>REVENUE</u></b>					
2 SPECIAL ASSESSMENTS - ON-ROLL (Gross)	\$ 856,262	\$ 856,262	\$ 840,130	\$ (16,132)	98%
3 INTEREST	1,000	667	631	(35)	63%
4 MISCELLANEOUS	-	-	48,118	48,118	
5 RESTAURANT REVENUE	38,400	25,600	29,136	3,536	76%
6 CREDIT LOAN	-	-	186,919	186,919	
7 FUND BALANCE FORWARD	50,000	-	-	-	0%
<b>8 TOTAL REVENUE</b>	<b>945,662</b>	<b>882,529</b>	<b>1,104,934</b>	<b>222,405</b>	<b>117%</b>
<b>9 <u>EXPENDITURES</u></b>					
<b>10 GENERAL ADMINISTRATION:</b>					
11 SUPERVISORS' COMPENSATION	12,000	8,000	8,000	-	67%
12 PAYROLL TAXES	2,129	1,419	674	745	32%
13 PAYROLL SERVICE FEE	-	-	-	-	
14 ENGINEERING SERVICES	10,000	6,667	1,206	5,461	12%
15 LEGAL SERVICES	30,000	20,000	16,736	3,264	56%
16 DISTRICT MANAGEMENT	69,445	46,297	45,447	850	65%
17 AUDITING SERVICES	6,200	4,133	-	4,133	0%
18 POSTAGE & FREIGHT	1,500	1,000	-	1,000	0%
19 INSURANCE (Liability, Property and Casualty)	15,406	15,406	15,843	(437)	103%
20 PRINTING & BINDING	1,500	1,000	-	1,000	0%
21 LEGAL ADVERTISING	1,200	800	264	536	22%
22 MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	1,500	1,000	2,739	(1,739)	183%
23 WEBSITE HOSTING & MANAGEMENT	2,615	2,415	2,415	-	92%
24 OFFICE SUPPLIES	200	133	-	133	0%
25 ANNUAL DISTRICT FILING FEE	175	175	175	-	100%
26 ALLOCATION OF HOA SHARED EXPENDITURES	25,791	17,194	11,693	5,501	45%
27 DISSEMINATION FEE	2,000	1,333	-	1,333	0%
28 TRUSTEE FEE	4,041	4,041	3,367	674	83%
29 LOAN	20,000	13,333	-	13,333	0%
<b>30 TOTAL GENERAL ADMINISTRATION</b>	<b>205,702</b>	<b>144,347</b>	<b>108,558</b>	<b>35,789</b>	<b>53%</b>

**Heritage Harbor CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through May 31, 2022**

	<b>FY22 Adopted Budget</b>	<b>FY22 Budget Year-to-Date</b>	<b>FY22 Actual Year-to-Date</b>	<b>Variance Favorable (Unfavorable)</b>	<b>% Actual YTD / FY Budget</b>
31 <b>FIELD:</b>					
32 PAYROLL - HOURLY	45,000	30,000	29,333	667	65%
33 FICA TAXES & PAYROLL FEE	5,948	3,965	7,677	(3,712)	129%
34 LIFE AND HEALTH INSURANCE	6,380	4,253	3,856	397	60%
35 CONTRACT- GUARD SERVICES	82,000	54,667	29,582	25,085	36%
36 CONTRACT-FOUNTAIN	1,680	1,120	1,085	35	65%
37 CONTRACT-LANDSCAPE	136,800	91,200	92,200	(1,000)	67%
38 CONTRACT-LAKE	35,732	23,821.33	20,844	2,977	58%
39 CONTRACT-GATES	46,680	31,120	33,443	(2,323)	72%
40 GATE - COMMUNICATIONS - TELEPHONE	4,440	2,960	2,400	560	54%
41 UTILITY-GENERAL	88,000	58,667	57,898	769	66%
42 R&M-GENERAL	3,000	2,000	3,631	(1,631)	121%
43 R&M-GATE	3,000	2,000	-	2,000	0%
44 R&M-OTHER LANDSCAPE	34,240	22,827	18,292	4,535	53%
45 R&M-IRRIGATION	3,500	2,333	1,340	993	38%
46 R&M-MITIGATION	2,000	1,333	-	1,333	0%
47 R&M-TREES AND TRIMMING	7,500	5,000	-	5,000	0%
48 R&M-PARKS & FACILITIES	1,000	667	-	667	0%
49 MISC-HOLIDAY DÉCOR	8,500	8,500	7,412	1,088	87%
50 MISC-CONTINGENCY	77,800	51,867	-	51,867	0%
51 RESTAURANT EXPENDITURES	50,644	33,763	30,789	2,973	61%
52 <b>TOTAL FIELD</b>	<b>643,844</b>	<b>432,063</b>	<b>339,783</b>	<b>92,280</b>	<b>53%</b>
53 <b>TOTAL EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)</b>	<b>849,546</b>	<b>576,410</b>	<b>448,341</b>	<b>128,069</b>	<b>53%</b>
54 <b>RENEWAL &amp; REPLACEMENT RESERVE</b>					
55 NEW RESERVE STUDY	8,000	5,333	-	5,333	0%
56 RESERVE STUDY CONTRIBUTION	61,016	40,677	36,392	4,285	60%
57 RESERVE STUDY - HOA SHARED CONTRIBUTION	27,100	18,067	14,600	3,467	54%
58 <b>TOTAL RENEWAL &amp; REPLACEMENT RESERVE</b>	<b>96,116</b>	<b>64,077</b>	<b>50,992</b>	<b>13,085</b>	<b>53%</b>
59 <b>OTHER TRANSFERS IN (OUT)</b>	-	-	(1,173)		
60 <b>TOTAL EXPENDITURES</b>	<b>945,662</b>	<b>640,487</b>	<b>500,506</b>	<b>139,981</b>	<b>53%</b>
61 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	<b>242,042</b>	<b>604,428</b>		

**Heritage Harbor CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through May 31, 2022**

	<b>FY22 Adopted Budget</b>	<b>FY22 Budget Year-to-Date</b>	<b>FY22 Actual Year-to-Date</b>	<b>Variance Favorable (Unfavorable)</b>	<b>% Actual YTD / FY Budget</b>
62 FUND BALANCE - BEGINNING - UNAUDITED	603,323	603,323	603,323		
63 NET CHANGE IN FUND BALANCE	-	242,042	604,428		
64 <b>FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ -</b>	<b>\$ 845,365</b>	<b>\$ 1,207,751</b>		
65 COMMITTED					
66 NON SPENDABLE DEPOSITS	8,235		8,235		
67 CAPITAL RESERVE	226,708		226,708		
68 INVESTED IN CAPITAL ASSETS					
69 ASSIGNED					
70 2 MONTH WORKING CAPITAL	191,412		191,412		
71 UNASSIGNED	781,396		781,396		
72 <b>TOTAL FUND BALANCE</b>	<b>\$ 1,207,751</b>		<b>\$ 1,207,751</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, 2021 through May 31, 2022**

	<b>FY22 Adopted Budget</b>	<b>FY22 Budget Year-to-Date</b>	<b>FY22 Actual Year-to-Date</b>	<b>Variance Favorable (Unfavorable)</b>	<b>% Actual YTD / FY Budget</b>
<b>1 OPERATING REVENUE</b>					
<b>2 GOLF COURSE</b>					
3 GREEN FEES	\$ 931,997	\$ 621,331	\$ 810,660	\$ 189,328	87%
4 CLUB RENTALS	1,000	1,000	1,831	831	183%
5 RANGE FEES	50,000	33,333	58,372	25,039	117%
6 HANDICAPS	100	100	-	(100)	0%
<b>7 TOTAL GOLF COURSE REVENUE</b>	<b>983,097</b>	<b>655,765</b>	<b>870,863</b>	<b>215,098</b>	<b>89%</b>
<b>8 PRO SHOP</b>					
9 GOLF BALL SALES	22,800	15,200	19,232	\$ 4,032	84%
10 GLOVE SALES	6,000	4,000	6,326	2,326	105%
11 HEADWEAR SALES	3,775	2,517	2,592	76	69%
12 LADIES WEAR SALES	-	-	150	150	
13 MENS WEAR SALES	2,000	1,333	1,670	336	83%
14 MISCELLANEOUS SALES	2,000	1,333	1,778	445	89%
15 MISCELLANEOUS REVENUE	-	-	832	832	
<b>16 TOTAL PRO SHOP REVENUE</b>	<b>36,575</b>	<b>24,383</b>	<b>32,579</b>	<b>7,364</b>	<b>89%</b>
<b>17 RENTAL</b>	<b>-</b>	<b>-</b>	<b>300</b>	<b>300</b>	
<b>18 SALES DISCOUNT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>19 TOTAL OPERATING REVENUE</b>	<b>1,019,672</b>	<b>680,148</b>	<b>903,743</b>	<b>222,763</b>	<b>89%</b>
<b>20 COST OF GOODS SOLD</b>					
21 COS-GOLF BALLS	12,136	8,091	5,890	(2,201)	49%
22 COS-GLOVES	3,314	2,209	1,492	(717)	45%
23 COS-HEADWEAR	1,880	1,254	697	(556)	37%
24 COS-LADIES WEAR	-	-	36	36	
25 COS-MENS WEAR	1,008	672	773	101	77%
26 COS-MISCELLANEOUS	858	572	2,257	1,685	263%
<b>27 TOTAL COST OF GOODS SOLD</b>	<b>19,196</b>	<b>12,797</b>	<b>11,147</b>	<b>(1,651)</b>	<b>58%</b>
<b>28 GROSS PROFIT</b>	<b>\$ 1,000,476</b>	<b>\$ 667,351</b>	<b>\$ 892,596</b>	<b>\$ 224,414</b>	<b>89%</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, 2021 through May 31, 2022**

	<b>FY22 Adopted Budget</b>	<b>FY22 Budget Year-to-Date</b>	<b>FY22 Actual Year-to-Date</b>	<b>Variance Favorable (Unfavorable)</b>	<b>% Actual YTD / FY Budget</b>
29 <b><u>OPERATING EXPENSES</u></b>					
30 <b>GOLF COURSE</b>					
31 PAYROLL-HOURLY	\$ 285,000	\$ 190,000	\$ 204,404	\$ (14,404)	72%
32 PAYROLL-INCENTIVE	500	333	500	(167)	100%
33 FICA TAXES & ADMINISTRATIVE	42,750	28,500	25,150	3,350	59%
34 LIFE AND HEALTH INSURANCE	28,800	19,200	14,352	4,848	50%
35 WEB SITE DEVELOPMENT	-	-	-	-	
36 ACCOUNTING SERVICES	4,379	2,919	2,866	54	65%
37 CONTRACTS-SECURITY ALARMS	239	239	359	(120)	150%
38 COMMUNICATION-TELEPHONE	3,120	2,080	1,798	282	58%
39 POSTAGE & FREIGHT	200	133	-	133	0%
40 ELECTRICITY-GENERAL	13,200	8,800	7,370	1,430	56%
41 UTILITY-REFUSE REMOVAL	5,567	3,711	1,604	2,108	29%
42 UTILITY-WATER & SEWER	6,800	4,533	3,770	763	55%
43 RENTAL/LEASE-VEHICLE/EQUIP	35,600	23,733	27,601	(3,868)	78%
44 LEASE-ICE MACHINES	1,500	1,000	375	625	25%
45 INSURANCE-PROPERTY	44,733	44,733	44,761	(28)	100%
46 R&M-BUILDING	500	333	-	333	0%
47 R&M-EQUIPMENT	17,000	11,333	8,530	2,803	50%
48 R&M-FERTILIZER	30,000	20,000	13,238	6,762	44%
49 R&M-IRRIGATION	5,000	3,333	-	3,333	0%
50 R&M-GOLF COURSE	4,000	2,667	-	2,667	0%
51 R&M-PUMPS	9,748	6,499	12,945	(6,446)	133%
52 MISC-PROPERTY TAXES	2,100	1,400	-	1,400	0%
53 MISC-LICENSES & PERMITS	600	400	1,106	(706)	184%
54 OP SUPPLIES- GENERAL	6,000	4,000	12,126	(8,126)	202%
55 OP SUPPLIES-FUEL, OIL	15,500	10,333	13,997	(3,663)	90%
56 OP SUPPLIES-CHEMICALS	22,456	14,971	9,148	5,823	41%
57 OP SUPPLIES-HAND TOOLS	750	500	39	461	5%
58 SUPPLIES-SAND	1,800	1,200	-	1,200	0%
59 SUPPLIES-TOP DRESSING	2,400	1,600	3,351	(1,751)	140%
60 SUPPLIES-SEEDS	2,000	1,333	10,187	(8,853)	509%
61 ALLOCATIONS OF HOA SHARED EXPENDITURES	969	646	379	267	39%
62 RESERVE	11,661	7,774	-	7,774	0%
63 <b>TOTAL GOLF COURSE</b>	<b>604,872</b>	<b>418,238</b>	<b>419,955</b>	<b>(1,717)</b>	<b>69%</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, 2021 through May 31, 2022**

	<b>FY22 Adopted Budget</b>	<b>FY22 Budget Year-to-Date</b>	<b>FY22 Actual Year-to-Date</b>	<b>Variance Favorable (Unfavorable)</b>	<b>% Actual YTD / FY Budget</b>
64 <b>PRO SHOP:</b>					
65 PAYROLL-HOURLY	162,000	108,000	113,032	(5,032)	70%
66 FICA TAXES & ADMINISTRATIVE	25,920	17,280	20,516	(3,236)	79%
67 LIFE AND HEALTH INSURANCE	17,000	11,333	8,033	3,300	47%
68 ACCOUNTING SERVICES	4,379	2,919	-	2,919	0%
69 CONTRACTS-SECURITY ALARMS	2,157	1,438	-	1,438	0%
70 POSTAGE AND FREIGHT	250	167	-	167	0%
71 ELECTRICITY-GENERAL	8,400	5,600	4,733	867	56%
72 UTILITY-REFUSE REMOVAL	-	-	-	-	
73 UTILITY-WATER & SEWER	-	-	-	-	
74 LEASE-CARTS	92,672	61,781	53,891	7,891	58%
75 INSURANCE-PROPERTY	-	-	-	-	
76 R&M-GENERAL	3,000	2,000	-	2,000	0%
77 R&M-AIR CONDITIONING	-	-	-	-	
78 R&M - RANGE	1,000	667	-	667	0%
79 ADVERTISING	8,500	5,667	5,976	(309)	70%
80 MISC-BANK CHARGES	22,000	14,667	19,843	(5,177)	90%
81 MISC-CABLE TV EXPENSES	1,680	1,120	-	1,120	0%
82 MISC-PROPERTY TAXES	5,500	3,667	-	3,667	0%
83 MISC-HANDICAP FEES	558	372	-	372	0%
84 OFFICE SUPPLIES	1,200	800	1,326	(526)	111%
85 COMPUTER EXPENSE	1,000	667	850	(183)	85%
86 OP SUPPLIES-GENERAL	2,000	1,333	4,113	(2,779)	206%
87 SUPPLIES-SCORECARDS	500	333	-	333	0%
88 CONTINGENCY	2,000	1,333	80	1,253	4%
89 ALLOCATION OF HOA SHARED EXPENDITURES	6,804	4,536	3,147	1,389	46%
90 RESERVE	27,100	18,067	-	18,067	0%
91 <b>TOTAL PRO SHOP</b>	<b>395,620</b>	<b>263,746</b>	<b>235,540</b>	<b>28,208</b>	<b>60%</b>
92 <b>TOTAL DEPRECIATION EXPENSE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
93 <b>TOTAL OPERATING EXPENSE</b>	<b>1,000,491</b>	<b>681,985</b>	<b>655,495</b>	<b>26,491</b>	<b>66%</b>
94 <b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(15)</b>	<b>(14,634)</b>	<b>237,101</b>	<b>250,905</b>	
95 NET ASSETS - BEGINNING	-	-	1,906,903	1,906,903	
96 TRANSFERS IN (OUT)	-	-	-	-	
97 <b>NET ASSETS- ENDING</b>	<b>\$ (15)</b>	<b>\$ (14,634)</b>	<b>\$ 2,144,004</b>	<b>\$ 2,157,808</b>	

**Heritage Harbor CDD**  
**Debt Service Series 2018**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through May 31, 2022**

	<b>FY22 Adopted Budget</b>	<b>FY22 Budget Year-to-Date</b>	<b>FY22 Actual Year-to-Date</b>	<b>Variance Favorable (Unfavorable)</b>
<b>1 REVENUE</b>				
2 SPECIAL ASSESSMENTS - ON-ROLL (NET)	\$ 329,422	\$ 329,422	\$ 323,216	\$ (6,206)
3 SPECIAL ASSESSMENTS - EXCESS ON-ROLL (NET)	-	-	-	-
4 INTEREST--INVESTMENT	-	-	6	6
5 MISCELLANEOUS REVENUE	-	-	-	-
6 <b>TOTAL REVENUE</b>	<b>329,422</b>	<b>329,422</b>	<b>323,222</b>	<b>(6,201)</b>
<b>7 EXPENDITURES</b>				
8 COST OF ISSUANCE	-	-	-	-
9 INTEREST EXPENSE				
November 1, 2021	-	-	12,205	12,205
10     May 1, 2022	12,205	12,205	12,205	-
11     November 1, 2022	6,218	6,218	-	(6,218)
12 PRINCIPAL EXPENSE	311,000	311,000	311,000	-
13 <b>TOTAL EXPENDITURES</b>	<b>329,422</b>	<b>329,422</b>	<b>335,409</b>	<b>5,987</b>
<b>14 OTHER FINANCING SOURCES (USES)</b>				
15 TRANSFER -IN	-	-	-	-
16 TRANSFER-OUT	-	-	-	-
17 <b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
18 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>(12,187)</b>	<b>(214)</b>
19 FUND BALANCE - BEGINNING	112,245	112,245	112,245	-
20 FUND BALANCE FORWARD	-	-	-	-
21 <b>FUND BALANCE - ENDING</b>	<b>\$ 112,245</b>	<b>\$ 112,245</b>	<b>\$ 100,058</b>	<b>\$ (214)</b>

**Heritage Harbor CDD**  
**Debt Service Series 2021**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through May 31, 2022**

	FY22 Actual Year-to-Date
1 <b>REVENUE</b>	
2 SPECIAL ASSESSMENTS - ON-ROLL (NET)	\$ -
3 SPECIAL ASSESSMENTS - EXCESS ON-ROLL (NET)	-
4 INTEREST--INVESTMENT	-
5 MISCELLANEOUS REVENUE	-
6 <b>TOTAL REVENUE</b>	<b>-</b>
7 <b>EXPENDITURES</b>	
8 COST OF ISSUANCE	14,650
9 INTEREST EXPENSE	373
10 PRINCIPAL EXPENSE	-
11 <b>TOTAL EXPENDITURES</b>	<b>15,023</b>
12 <b>OTHER FINANCING SOURCES (USES)</b>	
13 TRANSFER -IN	25,023
14 TRANSFER-OUT	-
15 <b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>25,023</b>
16 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>10,000</b>
17 FUND BALANCE - BEGINNING	-
18 FUND BALANCE FORWARD	-
19 <b>FUND BALANCE - ENDING</b>	<b>\$ 10,000</b>

**Heritage Harbor CDD**  
**Construction Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through May 31, 2022**

	<b>Construction Actual YTD</b>
1 <b>REVENUE</b>	
2 INTEREST REVENUE	\$ 5
3 MISCELLANEOUS	-
4 <b>TOTAL REVENUE</b>	<b>5</b>
5 <b>EXPENDITURES</b>	
6 CONSTRUCTION IN PROGRESS	101,169
7 <b>TOTAL EXPENDITURES</b>	<b>101,169</b>
8 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>(101,163)</b>
9 <b>OTHER FINANCING SOURCES (USES)</b>	
10 BOND PROCEEDS	-
11 TRANSFER-IN	-
12 TRANSFER-OUT	-
13 <b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>
14 <b>NET CHANGE IN FUND BALANCE</b>	<b>(101,163)</b>
15 FUND BALANCE - BEGINNING	204,920
16 <b>FUND BALANCE - ENDING</b>	<b>\$ 103,756</b>

**HERITAGE HARBOR CDD**  
**Community Development District**  
**Operating Accounts Reconciliations**  
**May 31, 2022**

	<b>GENERAL FUND</b>		<b>ENTERPRISE FUND</b>	
	<u>HARBOR COMMUNITY BANK</u>	<u>BANK UNITED OPERATING</u>	<u>HARBOR COMMUNITY BANK</u>	<u>BANK UNITED GOLF</u>
Balance Per Bank Statement	\$ 8,506.43	\$ 250,761.60	\$ 133,434.53	\$ 746,349.77
Less: Outstanding Checks	-	(59,307.97)	-	(12,785.60)
Plus: Deposits In Transit	-	-	-	9,540.12
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 8,506.43</u></b>	<b><u>\$ 191,453.63</u></b>	<b><u>\$ 133,434.53</u></b>	<b><u>\$ 743,104.29</u></b>
Beginning Bank Balance Per Books	\$ 8,506.43	\$ 278,907.13	\$ 133,434.53	\$ 712,699.82
Cash Receipts & Credits	-	21,848.82	-	133,429.42
Cash Disbursements	-	(109,302.32)	-	(103,024.95)
<b><i>Balance Per Books</i></b>	<b><u>\$ 8,506.43</u></b>	<b><u>\$ 191,453.63</u></b>	<b><u>\$ 133,434.53</u></b>	<b><u>\$ 743,104.29</u></b>

## EXHIBIT 5



## Yoga Class Agreement

This Yoga Class Agreement dated June 9, 2022 (this "**Agreement**") is entered into by and between the Heritage Harbor Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 250 International Parkway, Suite 280, Lake Mary, Florida 32746. (the "**District**") and Alexandra Libertz, whose mailing address is 18910 Fishermans Bend Drive, Lutz, Florida 33558 ("**Instructor**").

### RECITALS

- A. The District, owns and operates a soccer field within the District for the use and benefit of the community's residents (the "**Soccer Field**"); and
- B. The District desires to provide residents and nonresidents with access to recreational programs; and
- C. The Instructor desires to offer yoga classes at the Soccer Field; and
- D. The District has approved the Instructor's request to conduct the classes on the terms and conditions set forth below.

### OPERATIVE PROVISIONS

The mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Instructor and the District covenant and agree as follows:

- 1. **License:** The District hereby grants and conveys to the Instructor a non-exclusive license to operate Yoga classes for residents and non-residents at the Soccer Field, with a schedule of classes potentially running Tuesdays from 5:45 p.m. and Thursdays from 6:30 p.m. to 7:30 p.m. Additional Yoga classes may be added to the schedule at the Instructor's request and with the District's prior written consent at times and days of the week to be mutually agreed upon by the District and Instructor. The District reserves the right to allow other parties to offer classes at the Soccer Field as well. The Instructor may begin setting up for the class twenty (20) minutes before the class is scheduled to begin and must be finished cleaning up the Soccer Field within twenty (20) minutes after the class is scheduled to be over.
- 2. **Term and Termination:** The initial term of this Agreement shall begin on June 13, 2022 and continue for three (3) months. This Agreement shall automatically ~~renew~~ for additional 3-month periods until terminated by either party. Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party.
- 3. **Soccer Field:** The Instructor acknowledges that the Soccer Field is a community Soccer Field that is open at all times to use by members of the community and agrees to abide by the District's rules and regulations governing use of the Soccer Field.
- 4. **Use of Soccer Field:** The Instructor shall not have exclusive use of the Soccer Field. The Instructor shall only have exclusive use of the portion or area of the Soccer Field, designated by the District for such purposes during the times that they are conducting classes.
- 5. **Maintenance of Soccer Field:** The Instructor shall clean up the Soccer Field after each class.

6. **Payment to the District and Programming Fees:** The Instructor shall pay the District (10%) of all fees that it receives from the classes that it conducts at the Soccer Field. Instructor shall pay the District on the 1<sup>st</sup> of each month for the prior month's programs. Residents of the District shall receive a \$2.00 per class discount.
7. **Participant List:** The Instructor shall provide the District with a list of participants for each class no later than the 5<sup>th</sup> day of each month for the prior month's classes. The Instructor acknowledges that the District is a local unit of special purpose government established pursuant to Chapter, 190, Florida Statutes, and that all records of the District are public records in accordance with Chapter 119, Florida Statutes and will be available for inspection by the public.
8. **Wavier of Liability:** The Instructor agrees to provide the District a completed wavier of liability that releases the District from any liability resulting from the classes that is signed by the participants, or the parent or legal guardian of a minor child, prior to the start of any classes.
9. **Background Screening:** If requested by the District, the Instructor shall provide the District with evidence of a Level I background screening pursuant to Chapter 435, Florida Statutes (the "Screening") for all staff conducting classes at the Soccer Field, and shall update the Screening upon request. If the Screening reveals any information which causes the District to determine in its sole discretion that the Instructor is unsuitable or unqualified to perform this Agreement, the District reserves the right to terminate this Agreement immediately.
10. **Instructor Certifications:** The Instructor agrees that all instructors that conduct classes at the Soccer Field shall be certified by an independent, reputable organization in teaching such classes and shall provide the District with copies of certifications upon start date of classes.
11. **Compliance with Laws:** The Instructor shall abide by all applicable laws at all times, and the Instructor shall obtain all necessary permits and licenses for conducting the classes. Instructor shall obtain and maintain, at Instructor's sole expense, all licenses and approvals required by law or the holder of any copyright in connection with the use of copyrighted materials, regardless of how such copyrighted materials are displayed, broadcasted (e.g., music, television and other forms of transmission), or performed.
12. **Insurance:** Prior to beginning any classes, the Instructor shall acquire and maintain general liability insurance coverage acceptable to the District in an amount not less than \$1,000,000, per occurrence, which shall include coverage for all claims and losses that may relate in any manner whatsoever to the Instructor's use of the Soccer Field. The Instructor shall provide continuous proof of such insurance coverage to the District. Such proof shall include the District as a named insured.
13. **Indemnification:** The Instructor agrees to indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel), arising from personal injury, death, or property damage resulting in any manner whatsoever from the Instructor's use of the Soccer Field. Instructor hereby indemnifies and holds the District harmless from and against all claims and/or damages arising from or related to Instructor's use of copyrighted materials. The provisions of this section shall survive termination of the Agreement.

14. **Notices:** Any notice, request, demand or other communication ("**Notice**") given by either party to the other shall be deemed to have been properly sent or given when delivered by email, U.S. mail, by hand deliver, when sent by certified mail, return receipt requested, or by overnight courier service. If to the Instructor, Alexandra Libertz, 18910 Fishermans Bend Drive, Lutz, Florida 33558. If to the District, c/o DPF Management & Consulting LLC, 15310 Amberly Drive, Suite 175, Tampa FL 33647, Attn. District Manager.

15. **Governing Law:** This agreement shall be governed by the laws of Florida with venue in Hillsborough County, Florida.

16. **Public Records:** As required under Section 119.0701, Florida Statutes, the Independent Instructor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Independent Instructor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Independent Instructor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE INDEPENDENT INSTRUCTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INDEPENDENT INSTRUCTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321)-263-0132, OR BY EMAIL AT HMAC@VESTAPROPERTYSERVICES.COM, OR BY REGULAR MAIL AT 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746.**

17. **Public Entity Crimes:** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Instructor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Instructor represents that in entering into this Agreement, the Instructor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Instructor is placed on the convicted vendor list, the Instructor shall immediately notify the District whereupon this Agreement may be terminated by the District.

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

19. **E-Verification:** Pursuant to Section 448.095(2), Florida Statutes,

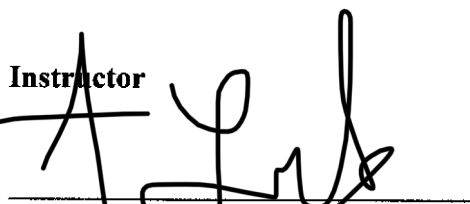
Instructor represents that Instructor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Instructor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Instructor otherwise complied with its obligations thereunder, the District shall promptly notify the Instructor and the Instructor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Instructor will be liable for any additional costs incurred by the District.

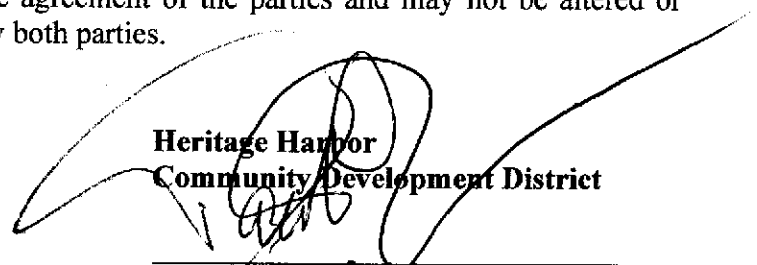
20. **Attorney's Fees:** It is mutually agreed and understood that in the event it becomes necessary for either of the parties to enforce this agreement through an attorney, that the non-prevailing party agrees to pay all costs, including reasonable attorney's fees, whether collected by suit or otherwise to the prevailing party.

21. **Severability:** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limit in such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

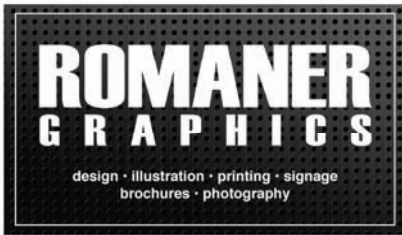
22. **No Transfer:** The license shall be for sole and exclusive use of the Instructor and shall not be assigned or transferred without the prior written consent of the District. A transfer or assignment of all or any part of the license shall cause the license to become voidable, at the sole option of the District.

23. **Entire Agreement:** This is the entire agreement of the parties and may not be altered or amended except in a writing signed by both parties.

Instructor  
  
Alexandra Libertz

Heritage Harbor  
Community Development District  
  
Name: D. Prezer  
Chair of the Board of Supervisors

## EXHIBIT 6



20108 Pond Spring Way  
Tampa, FL 33647  
(813) 991-6069  
FAX (813) 907-8205

## JOB ESTIMATE

TO: \_\_\_\_\_  
COMPANY NAME: Heritage Harbor  
DATE: 6/17/22

QUOTE: Heritage Harbor -  
Restrooms on golf course (Hole 4 Womens / Mens and Hole 15 Womens / Mens:

Pressure washing. Repaint interiors and exteriors.

Replace (4) metal doors - 36" x 80".

New lock sets.

Replace glass in broken window.

Match colors on Exteriors and Floor.

Paint interior walls a lighter color (color to be determined).

TOTAL: \$11,350.00

Thank You: Romaner Graphics

# Jumbo Painting

EXTERIOR & INTERIOR PROPOSAL

John Mancilla  
8417 N Ashley St.  
Tampa, FL, 33604  
O 813. 648.1715  
Info@JUMBOPAINTING813.COM

Job #:21-22  
Date: 07/05/2022

*Full Workers Compensation Coverage \$1,000,000/\$2,000,000 General Liability Insurance*

DPGF Management & Consulting LLC  
250 International Pkwy Ste. 208  
Lake Mary, Florida 32746

## Property /Site Address

Heritage Harbour  
19502 Heritage Harbor Parkway  
Lutz, FL

## Special Notes:

### JUMBO PAINTING PAINTERS WILL:

- COVER AND PROTECT ALL NON PAINTED SURFACES
- NOT PARK ON GRASS OR SIDEWALKS
- THIS PROPOSAL INCLUDES EQUIPMENT, MATERIALS & LABOR

## GENERAL DESCRIPTION:

Provide labor, materials and equipment to repaint interior and exterior of Two (2) Restrooms along the Heritage Harbor gulfing pathway. Replace 4 exterior steel doors.

Areas Included: Existing exterior Concrete walls surface, soffit fascia, front door, interior walls

Areas not included: Restoration of ceilings, roofs, floors, metal drip edge, and interior ceilings

## Exterior Preparation:

- Pressure Cleaning: Pressure Wash with 2,500 PSI equipment and application of mildew solution to remove dirt, mildew and loose paint so the new finish will adhere properly.
- Scraping: Scrape all loose and peeling paint to ensure a firm base for the new paint.
- Sanding: To remove imperfections to promote a smooth finish and adhesion of the topcoat.
- Caulking: To fill all cracks, gaps, and holes as well to seal out moisture and drafts.
- Repair stucco, rust, loose substrates, spot patch cracks and hairline cracks
- Cover non painting surfaces, fixtures areas non-painting surfaces.
- Application of Primer - Apply LoXon Conditioner + Primer to exterior. By brush, roll and or airless spray application.
- Application of Paint with Latitude Sherwin Williams exterior acrylic, full coverage with brush, roll and or airless spray application.

## Interior Preparation:

- Prep areas of walls to paint, remove any lose or peeling paint, light pressure wash to remove dirt.
- Prepare and patch any holes on walls, sand prime and apply texture if needed.
- Cover areas of non-painting, floors, light fixtures, sink etc. by use of tape, drape, or plastic cover.
- Application primer prior to final coat finish Latitude by Sherwin Williams interior.
- Areas to paint include walls, & doors.

Colors: TBD by customer

Clean Up: Daily clean up by crew and upon completion.



**Proposal**

Option #1. Interior Repaint (4) bathroom .....	(\$750.00x4).....	\$ 3,000.00
Option #2. Exterior Repaint (2) Restrooms .....	(\$1,780.00x2).....	\$ 3,560.00
Option #3. Replace (4) exterior Restroom Steel doors (Labor & Materials included)... ..	(\$920.00x4).....	\$1,840.00
Option #3. Repair/restore plastic plank ceiling interior of restrooms as needed.....		\$1,300.00

**Grand total: \$9,700.00**

**All of the above work to be completed in a substantial and workmanlike manner according to standard practices.**

**This proposal is good for 60 days, after that JUMBO Painting has the option to change and adjust scope of work and amounts.**

*ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. Jumbo Painting, Inc. is authorized to do the work as specified. 50% upfront payment will be required, with payment due upon completion of project. Upfront costs (Deposits/draws) must be received within 3 business days unless otherwise negotiated and noted. Proposal must be executed and returned to our office before any materials can be ordered and/or work can commence. Any resulting Change Orders need to be executed and returned to our office before any work can be done or work can commence.*

**I/WE HAVE READ THE TERMS STATED HEREIN, THEY HAVE EXPLAINED TO ME (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND FIND THOSE TO BE SATISFACTORY, AND HERBY ACCEPT THEM**

**Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_**

**REFERENCES:**

1. DAVE DECKERD- [DAVED.BCG@GMAIL.COM](mailto:DAVED.BCG@GMAIL.COM) WITH SOUTHEASTERN FACILTIY MAINTENANCE GROUP
2. LEE STASIO- [LEE.STASIO@GCJFCS.ORG](mailto:LEE.STASIO@GCJFCS.ORG) MAINTENANCE MANAGER GULF COAST JFCS
3. GREG HICKEY- [Ghickey@Watermark.us.com](mailto:Ghickey@Watermark.us.com) Regional Manager Watermark

## Our Guarantee

*We are confident in our work, therefore offer our clients Three Year Workmanship Warranty.*

*Jumbo Painting, INC., provides a 3 year limited workmanship warranty, guaranteeing the quality of work we provide to our clients. For a period of 36 months from the completion of this date of the work performed in this contact, Jumbo Painting, Inc. Warrants against chipping, cracking, or blistering of paint resulting from faulty workmanship.*

*Request for warranty will be inspected by Jumbo Painting, INC before repair is done in the area of faulty workmanship.*

*In addition notice of this claim under this warranty, must be promptly reported to Jumbo Painting, and its officials.*

*Warranty does not cover the following areas: Environmental/Weather related damages- mildew, rotten wood, damage, etc. Structural related problems, rust or normal wear and tear. Damages related to neglect, improper drainage, standing water, by other elements of fire, chemicals.*

(I/WE) HAVE EXPLAINED THE JOB STATED HEREIN, THEY HAVE SHOWN TO (ME/US) AND (I/WE) FIND THE JOB TO BE SATISFACTORY, AND HERBY ACCEPT THE JOB AS COMPLETE. FINAL PAYMENT AND RECIEPT OF THIS WARRANTY ACHNOLWEDKEGES THATALL WORK HAS BEEN COMPLETED.

**Signature of Authorized Representative:** \_\_\_\_\_ **Date:**

\_\_\_\_\_

## EXHIBIT 7



**Proposal # 4075**

**Date: June 16, 2022**

**Project: Heritage Harbor GC  
Lutz, Florida**

**To: Tish Dobson  
Heritage Harbor CDD**

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**Re: Timber Bridge Repair Per Attached Detail  
10' wide Bridge repair of Deck, Curb, Handrail using:  
3 X 8 Deck  
4 X 6 Curb on 4 X 6 Block**

**SYP Timber Components: 3 X 8 Decking #1SPIB S4S .60 CCA  
4 X 6 Curb #1SPIB S4S .60 CCA**

**Hardware: Deck Screws 4.5" 316 Stainless Steel  
Bolts Hot Dipped Galvanized**

**Bridges**

<b>Hole # 14 (8' x 275 LF Bridge)</b>	<b>\$ 118,000.00</b>
<b>Hole # 18 (10' x 230 LF Bridge)</b>	<b>\$ 124,200.00</b>
<b>Hole # 1 (10' x 130 LF Bridge)</b>	<b>\$ 70,200.00</b>
<b>Hole # 16 (10' x 25 LF Bridge)</b>	<b><u>\$ 13,500.00</u></b>

**Total: \$ 326,700.00**

**Proposal assumes substructure of bridge is sound.  
Any stringers or caps that would need to be replaced would be additional cost.**

All materials, unless otherwise specified, to be CA-C/CCA treated Southern Yellow Pine (SYP).

Price includes supervision, labor, all materials and equipment necessary for installation. All site preparation by others; must be substantially completed prior to commencement of work.

Price based upon Bridge Builders USA, Inc. standard insurance coverage.

Based on non-union labor.

Owner to provide Bridge Builders USA, Inc. access to all bridges or wall sites for efficient movement of material and equipment.

**Does not include the following:**

Sealed drawings.

Soils engineering.

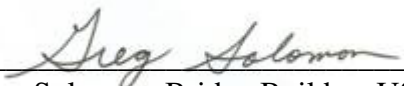
Any backfilling, finish grading, or other related work by others.

Surveying of bridge locations and layouts.

Locating of any existing or future utilities.

Permitting or any costs, fees, taxes or other charges as required by state or local agencies, unless otherwise specified.

Submitted by:

  
\_\_\_\_\_  
Greg Solomon, Bridge Builders USA, Inc.

Accepted by:

\_\_\_\_\_

## EXHIBIT 8

**GREENVIEW LANDSCAPING INC.**

**P.O. BOX 12668**

**ST. PETERSBURG, FL 33733**

**CELL: 727-804-8864**

**OFFICE: 727-906-8864**

**FAX: 727-867-4393**

**EMAIL: DEBS@GREENVIEW LANDSCAPING INC.**

TO: HERITAGE HARBOR CDD

DATE: June 29, 2022

RE: INCREASE IN THE MONTHLY RATE EFFECTIVE AUGUST 1<sup>ST</sup>. 2022

TO WHOM IT MAY CONCERN:

Due to the increased costs association with Landscaping including labor, fuel, equipment, materials and insurance beginning in July, Greenview Landscaping Inc., will need to increase prices by 10% overall in order to continue service.

Your current monthly rate of \$10,400.00 will increase to \$11440.00. The increase being an additional \$1040.00 monthly.

The overall increase for the year is \$12480.00

Thank you,

Larry Rhum, President.



## EXHIBIT 9

**Site Masters of Florida, LLC**  
5551 Bloomfield Blvd.  
Lakeland, FL 33810  
Phone: (813) 917-9567  
Email: tim.sitemastersofflorida@yahoo.com

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**PROPOSAL**

**Heritage Harbor CDD**  
**Concrete Cart Path Repairs**

**7/8/2022**

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<b>Remove/Replace 25 Cart Path Panels</b>	<b>\$27,500.00</b>
<b>Repair Hole 6 OCS Wall</b>	<b>\$400.00</b>
<b>Replace Hole 13 OCS Grate</b>	<b>\$1,200.00</b>
<b>Repair Hole 16 Bridge Erosion</b>	<b>\$1,500.00</b>

**Scope of work**

- elevated panels will be demolished and removed
- underlying roots will be cut and removed
- soils will be compacted prior to placing new concrete
- panels will be re-constructed to match original thickness
- concrete and root debris will be disposed offsite

**TOTAL    \$30,600.00**

## EXHIBIT 10

# **Heritage Harbor**

**Field Inspection Report — July 2022**

**DPFG Management & Consulting**

B. Henman

# **Action Items**

## **Heritage Harbor CDD**

- Bridge repairs proposal updated by Bridge Builders for remaining structures.
- Golf course cart path repairs completed by Site Masters. Evaluation of the rest of the cart path in progress to prioritize remaining repairs.
- Pump house project completed. Old equipment removed and new equipment installed.
- Roofing repairs for pump house in progress.
- Erosion repair projects scheduled with Steadfast Environmental pending a review with district engineer.
- Construction at main entrance is still in progress with Ajax paving and Hillsborough County.

# Action Items

## Heritage Harbor CDD

- Landscaping projects have begun. Bushes replaced along Heritage Harbor Parkway. Heavy brush cutback along Sandy Shores Drive.
- Met on-site with multiple residents throughout the month to address concerns ranging from trash in ponds, grass not being trimmed in CDD areas behind homes, bushes not trimmed in CDD areas, ponds requiring treatment for algae.
- Met on-site with county workers to review the traffic light project at the main entrance. Pavement repairs and upgrades completed by Ajax Paving.

# **Traffic light project**

**Photos to show progress  
of light project at main  
entrance.**











# Pump replacement project

Photos of the pump replacement project.

























# Bushes

**Bushes installed. We have spoken with the landscape company about ensuring the irrigation works in this area or manually watering.**



# Bridges

**Current photograph of  
the bridge near hole 18.**





# Bridges

**Current photograph of  
the long bridge at the  
south west corner of the  
property near hole 15.**



# Bridges

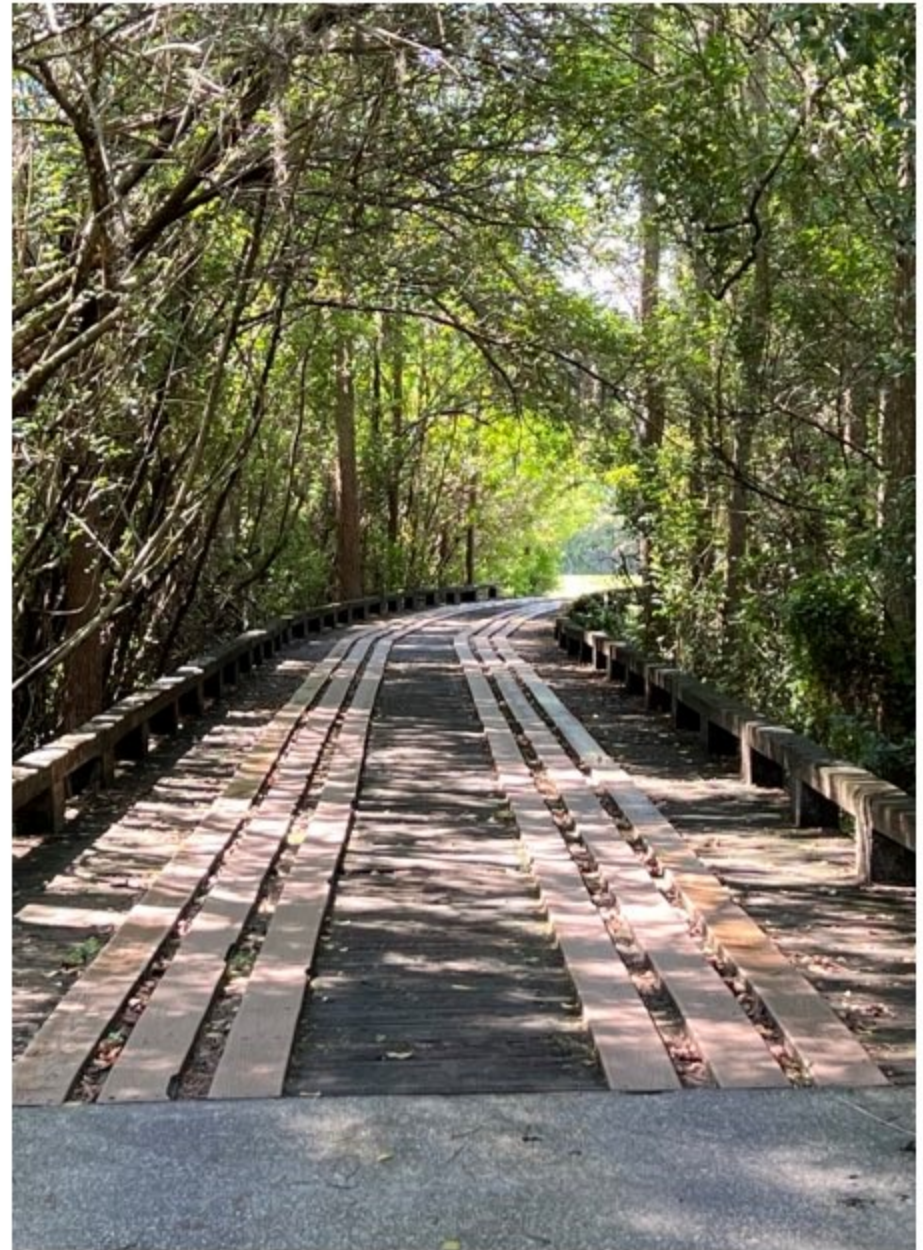
**Current photograph of  
the bridge near hole 10.**





# Bridges

**Current photograph of  
the bridge near hole 1.**



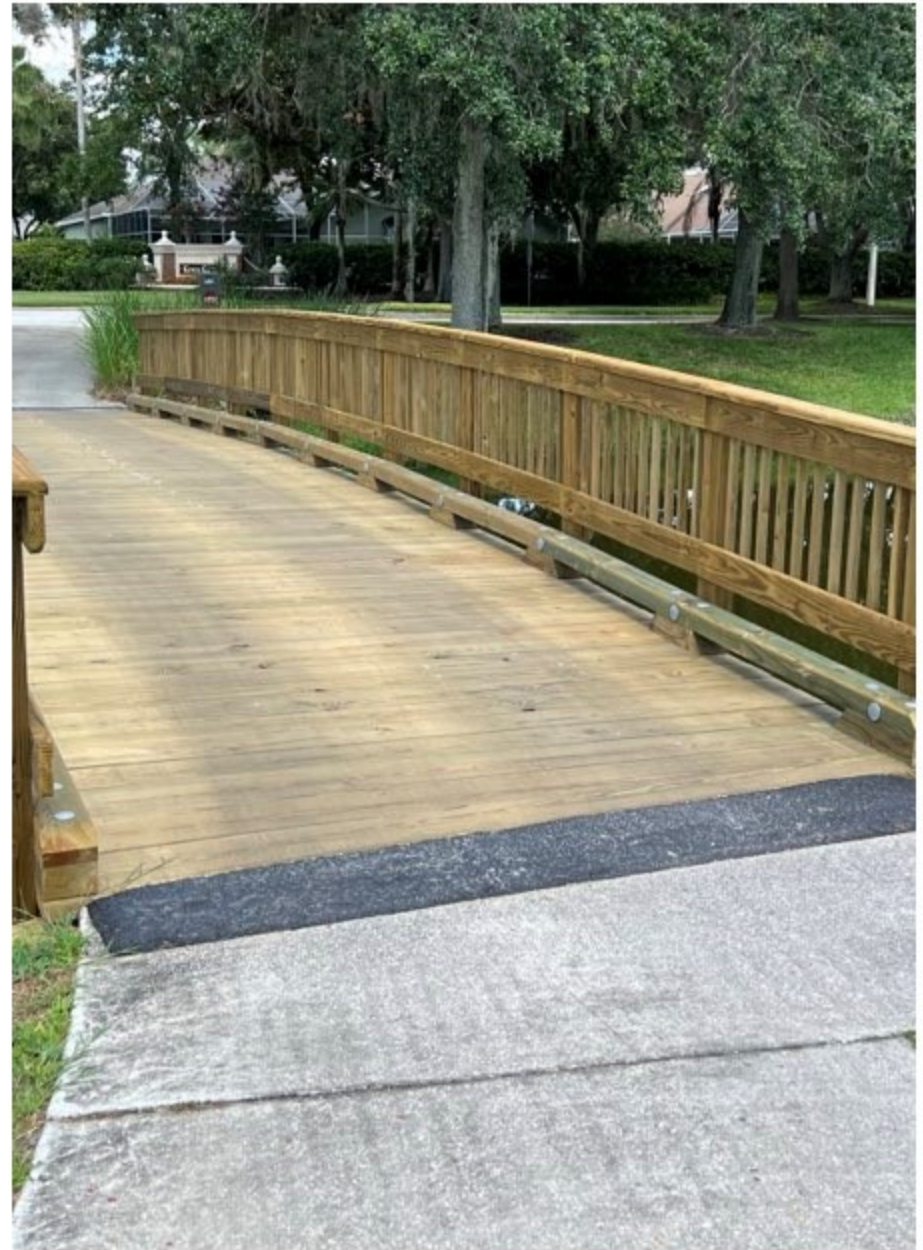
# Bushes

**Some of the areas along the cart path have bushes that require cutbacks and pruning. We have addressed this issue with the landscaping team.**





**Ledge repairs**  
Additional photos of the  
repairs made by  
Roadway Concepts to  
bring the surface flush  
between the old concrete  
in the new wood of the  
bridges at hole 16.



# Ledge repairs

Roadway Concepts completed the repairs at either end of both of the new bridges in order to make the transition from the old concrete to the new wood flush





# Hole 8

Irrigation repairs  
underway at hole 8.



# **Damaged drainage structure**

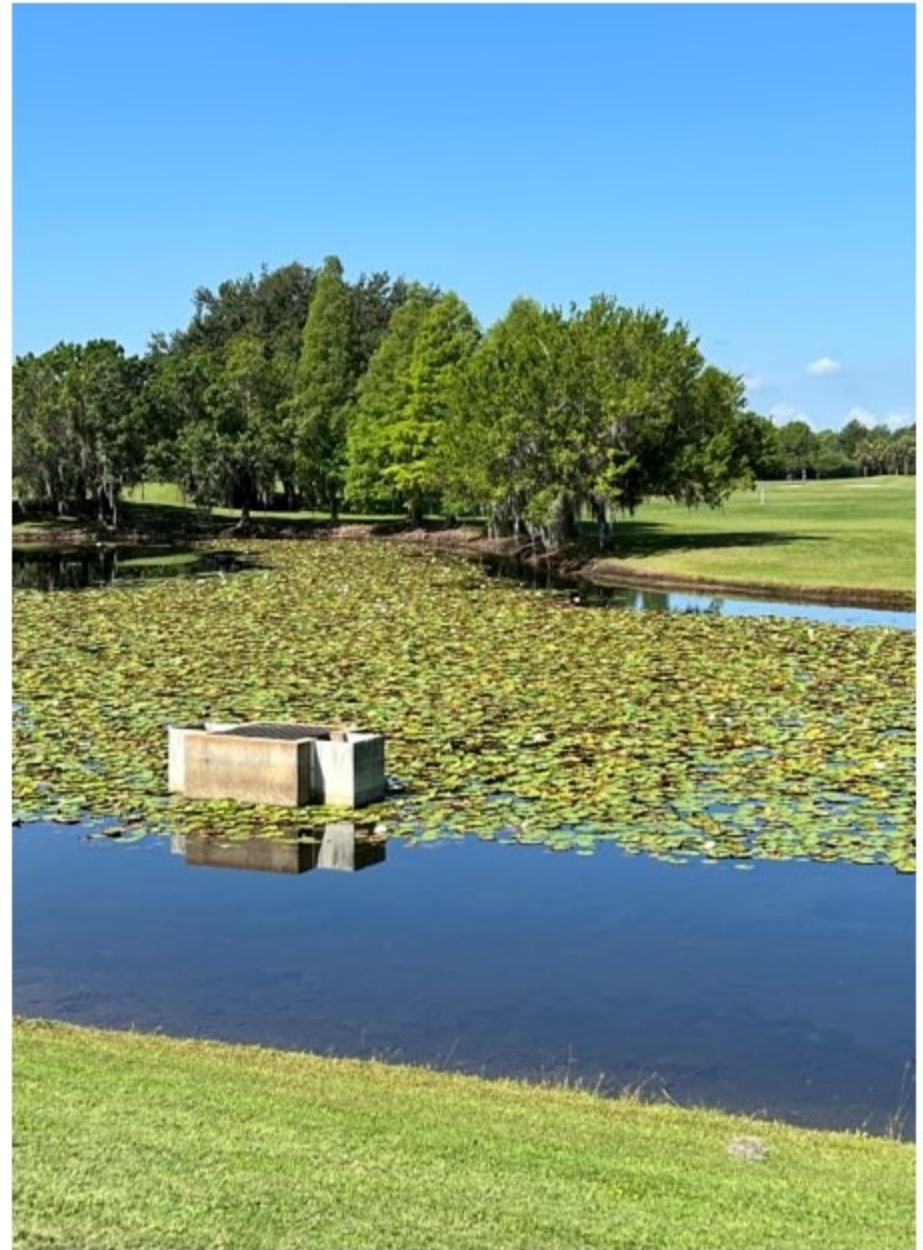
**Proposals requested for  
repairs to several drains/  
weirs.**





# **Aquatics**

**Most ponds clean and free of trash/debris. Some ponds have algae and a couple have lily pads. Water levels have been increasing with recent rains.**



**Cart path**  
Photo of one of the  
finished sections of  
concrete along cart path.





# **Landscaping**

**Grass, bushes, and trees trimmed. Mulch and annuals are installed and in good condition.**



# **Trees lifted**

**Greenview landscapers  
lifted low hanging tree  
limbs along Heritage  
Harbor Parkway.**

