



***HERITAGE HARBOR  
COMMUNITY DEVELOPMENT DISTRICT***

***Agenda Package***

***Regular Meeting***

***Tuesday  
August 9, 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

August 2, 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, August 9, 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, August 9, 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 – July 28, 2022– [Exhibit 1](#)  
92%

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 July 12, 2022 [Exhibit 3](#)

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

**VI. Business Matters**

A. Consideration of Recommended Golf Course Repair Proposals

1. WescoTurf Irrigation - \$141,493.65 [Exhibit 5](#)

2. Driving Range Turf Replacement Options [Exhibit 6](#)

a. Howard Fertilizer

• Sprigged - \$21,00.00

• Big Roll - \$48,000.00

• Sod w/ Patets - \$40,000.00

b. Westscapes - \$49,368.65

3. Pope's Water Systems Well Replacement - \$5,013.25 [Exhibit 7](#)

4. Site Master's Cart Path Panels - \$30,600.00 [Exhibit 8](#)

5. Safety Storage Chemical Building Replacement - \$43,858.26 [Exhibit 9](#)

**VI. Business Matters – continued**

6. WescoTurf Toro Groundmaster Mower Replacement Options [Exhibit 10](#)

- a. Purchase - \$28,295.11
- b. Lease - \$683.61/ Month

7. Drainage Cleanout & Repair Options [Exhibit 11](#)

- a. Drainage Professional - \$58,740.00
- b. EDS Drainage Solutions
  - Golf Cart Cleaning Area - \$2,380.50
  - Golf Course Holes 13 - \$2,380.50
  - Golf Course Holes 1, 4, 6, 9, 10, 17 - \$5,000.00
  - Golf Course Holes 2-3, 5, 7-8, 11-12, 14-15, 18 - \$3,500.00

8. Bridge Builders Bridge Repair - \$326,700.00 [Exhibit 12](#)

**VII. Staff Reports**

- A. Field Operations Report – August 2022 – *To Be Distributed*
- B. District Manager
- 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: September 13<sup>th</sup>, 5:30 PM – Budget PH**

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  
July 28, 2022

ATTENDING:  
ADAM RHUM – GREENVIEW LANDSCAPE  
PAUL WOODS – OLM, INC.

**SCORE: 92%**

**NEXT INSPECTION  
AUGUST 25, 2022 AT 9:00 AM**

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## CATEGORY I: MAINTENANCE CARRYOVER ITEMS

NONE

## CATEGORY II: MAINTENANCE ITEMS

### HARBOR TOWNE

1. Use a shovel to remove palm volunteers near the pool entrance.
2. **Improve removal of trash and debris. A small amount of trash remains in beds after services.**
3. Control disease in Blue Daze.
4. Deadhead Society Garlic at the rear seating area.
5. Backside of the building: Create a more mounded form on Ilex 'Schillings'. Round the shoulders of the hedgerow, eliminating the box sheared appearance.
6. Line trim the rock edge at the base of the pool fence. I recommend using nonselective herbicides to eliminate weeds in the rock beds.
7. Pool outdoor seating area: Monitor chlorosis in Roebelenii Palms. Confirm palm fertilization is complete.
8. Playground: Redistribute mulch in fall zones.
9. At the playground sign: Prune downward growth in Oak tree.
10. Line trim and maintain clearance around valve box covers.
11. Heritage Harbor monument sign: Hand prune Dwarf Oleanders. Establish and maintain a more symmetrical appearance, particularly where shrubs are overgrowing the sign.
12. Exit side of Harbor Towne: Fertilize Loropetalum.

### PARKWAY

13. Prune overhanging Brazilian Pepper and Wax Myrtle along the bridge handrail as needed.

14. New Haven village monument: Replace missing Garlic.
15. Rake out debris accumulations from storm water inlets during weekly visits.
16. Remove weeds and viney growth along the southbound right-of-way adjacent to Harborwatch Lane intersection at Kings Gate.
17. Buff down herbicide treated weeds in beds.
- 18. Remove Spanish Moss and viney growth from entrance Juniper and Jasmine plantings.**
19. Remove pine straw accumulations from Asiatic Jasmine plantings adjacent to the gatehouse parking area.
20. Prune Asiatic Jasmine so it does not overgrow the ground lighting.

#### LUTZ LAKE FERN ROAD FRONTAGE

21. East of the entrance: Maintain Viburnum at a uniform height of 8 to 10 feet. Pocket prune plants to improve interior density during long growing season.
22. Detail down to standing water as accessible.

#### CYPRESS GLEN

23. Cypress Glen entrance: Maintain the areas of the beveled concrete control structures.
24. Cypress Glen planters: Hand prune Jatropha, creating a symmetrical appearance.
25. Exit side of the Cypress Glen planters: Fertilize Queen Palms.
26. Remove the squirrel carcass near the golf course restroom and crossing at Fishermans Bend Drive.

#### MONTEREY BAY

27. Parkway frontage: Control disease in turf, promoting infilling growth at the north end near the Seacove Drive intersection.
28. Pocket park: Control weeds. Also remove windfall and debris during weekly visits.
29. I recommend rejuvenate pruning Oleander. Many of the shrubs are different sizes and would benefit from creating a uniform appearance.
30. Control crack weeds along curbs and sidewalks.

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

1. Harbor Towne: Provide a price to install Bahia sod to reduce erosion along the north exterior perimeter of the pool fence.

2. Harbor Towne: Provide a price to install ASTM playground mulch in fall zones of playground, particularly around slide exits and swing set areas.
3. Provide cost to restore Society Garlic plantings at village entry monuments.

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

1. As roadway construction completes and the light is installed, I recommend confirming with the contractor if they are going to replace with St. Augustine turf or will be using Bahia. Advise Greenview Landscape if assistance is needed to correct existing irrigation and install St. Augustine turf to restore the appearance prior to construction.

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

NONE

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		
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10		
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5		
WEED CONTROL – BED AREAS	10	2	Crack weed,pool fence
PLANT INSECT/DISEASE CONTROL	10		
PRUNING	10	2	Woodlines
CLEANLINESS	10	8	Windfall , trash, inlet debris
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		
CARRYOVERS	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		Coleus install Aug 1
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
<b>MAXIMUM VALUE</b>	<b>145</b>		



Date: 7-28-22 \_Score: 92% \_Performance Payment™100\_

Contractor Signature: 

Inspector Signature: 

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

## EXHIBIT 2



## Heritage Harbor CDD Aquatics

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**Inspection Date:**

7/25/2022 11:26 AM

**Prepared by:**

Kevin Riemensperger

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM  
813-836-7940

# Inspection Report

**SITE: 28**

Condition:    Excellent    ✓Great    Good    Poor    Mixed Condition    Improving



Comments:  
Minimal surface algae noted along shoreline. Decaying from prior treatment.

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

**SITE: 27**

Condition:    Excellent    ✓Great    Good    Poor    Mixed Condition    Improving



Comments:  
Similar to the previously reviewed pond, there is minimal algae along the shoreline. This is to be addressed during next week's visit. (Note: this has since cleared 7/28/22)

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



# Inspection Report

**SITE: 29**

Condition:    ✓Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Routine monitoring and maintenance will continue 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:**

Water is turbid. 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:**

Similar in condition to the previously reviewed pond. Turbid water can result form recent rains, which seem to have been the case in many areas of the community.

<u>WATER:</u>	Clear	<input checked="" type="checkbox"/> 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	Chara
	Hydrilla	Slender Spikerush	Other:	

**SITE: 22**

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



**Comments:**

Routine maintenance and monitoring will continue here.

<u>WATER:</u>	Clear	<input checked="" type="checkbox"/> 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	Chara
	Hydrilla	Slender Spikerush	Other:	



# Inspection Report

**SITE: 50**

Condition: ☒Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Water is clear. Shoreline grasses 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: 72**

Condition: ☒Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

The water level on this small pond is low. It's connection to a wetland/leveling of the total water volume is thought to be the cause.

<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: 54**

Condition:    Excellent    ☒Great    Good    Poor    Mixed Condition    Improving



## Comments:

Some Slender Spikerush is noted in the cove. Technicians continue to treat this nuisance species with routine treatments.

The water level is low, unsurprising for a large pond, as they fill more slowly given their smaller perimeter-to-volume ratio.

<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	<input checked="" type="checkbox"/> Slender Spikerush	Other:

**SITE: 65**

Condition:    ☒Excellent    Great    Good    Poor    Mixed Condition    Improving



## Comments:

Water is turbid. No other issues at this time.

<u>WATER:</u>	Clear	<input checked="" type="checkbox"/> 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:



## MANAGEMENT SUMMARY



The advent of rains have led to higher water levels in Heritage Harbor's retention ponds. Increased rainfall and water levels can aid in improved aesthetics of the ponds as fresh rainwater pushes out stagnant water into wetlands. A continued occurrence to be mindful of is the compounds that runoff water entering the ponds contains: fertilizers and organic debris. These are primarily composed of nitrogen and phosphorus, both nutrients that largely contribute to algal growth, and their influx can provide the needed ingredients for a bloom. In periods between rains, hot daytime temperatures and high humidity continue, treating a perfect storm for rapid algae takeover.

Full spectrum Copper Sulfate treatments continue to combat these seasonal algal blooms, and have most likely prevented the worst of them. In ponds whose construction lends to backflow and high nutrient retention, or those adjacent to greenery, this will be a constant battle against the algal growth until fresh rains once again bring relief, or until we see a reduction in growth rates during the onset of Fall, where many nutrients will have time to settle on the bottom and get locked away.

On this visit, nearly all ponds noted were in excellent condition, with nearly no grasses or algae to be observed. Shoreline grasses were minimal. Algae was noted in some locations, but was in non-excessive subsurface amounts; not unusual for a healthy pond in the summertime. (these two ponds have since cleared). The water was turbid, evidence of recent rain activity. With high rain volumes it is more common for debris items to wash into the ponds, though this delightfully seemed not to be the case on this most recent inspection.

## RECOMMENDATIONS

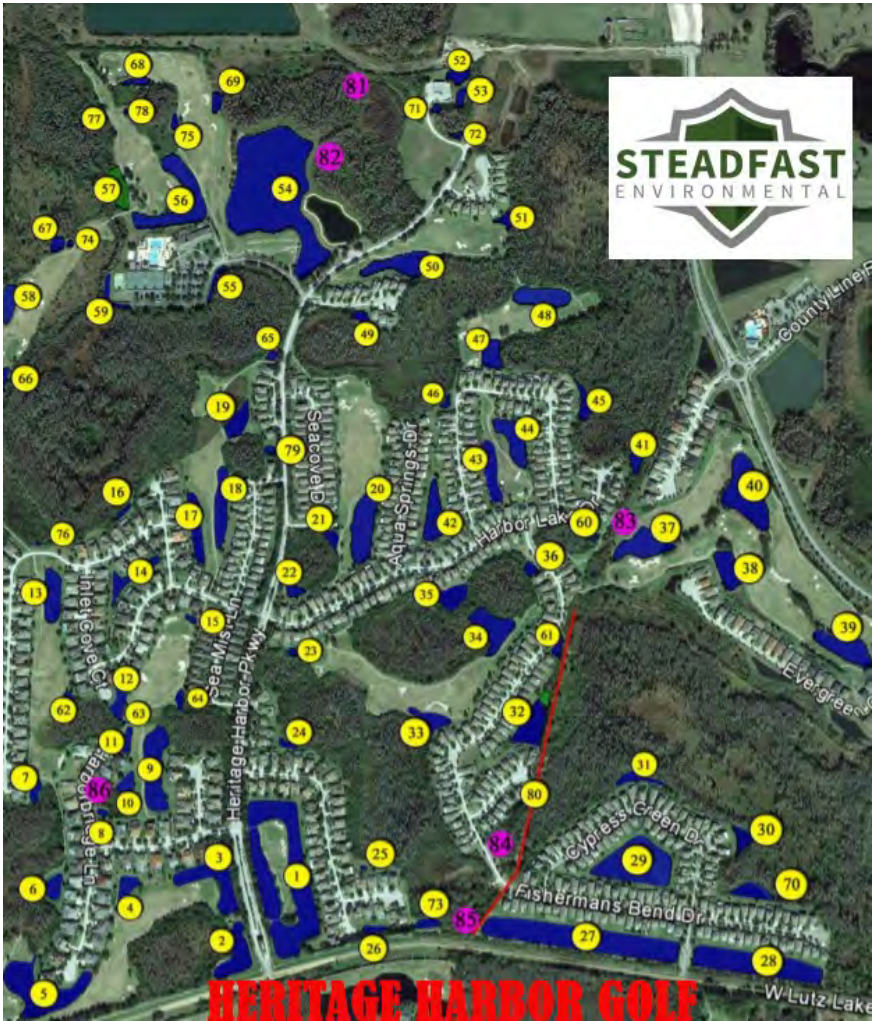
Continue to treat for algal activity to prevent/treat local bloom events.

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 during the rainy season.

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, July 12, 2022 at 5:36 p.m. at the Heritage Harbor Clubhouse, 19502 Heritage  
6 Harbor Parkway, Lutz, Florida 33558.

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

8 Ms. Dobson 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	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	Tish Dobson	District Manager, DPFG Management & Consulting
17	Brent Henman	Field Operations, DPFG Management & Consulting
18	Tracy Robin	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	Jamey McMullen	Double Bogeys
22	Patrick Giambelluca ( <i>via phone</i> )	Resident

23 *The following is a summary of the discussions and actions taken at the July 12, 2022 Heritage Harbor CDD*  
24 *Board of Supervisors Regular Meeting.*

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

26 Mr. Giambelluca provided an update on the traffic light project for the Board, stating that the project  
27 was about 60% completed. Mr. Giambelluca noted that the contractor had the estimate for  
28 completion set for August, but was still in the process of evaluating a hard date.

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

30 A. Exhibit 1: Greenview Landscape as Inspected by OLM – June 30, 2022 – 90%

31 Mr. Penzer acknowledged that the 90% grade was an improvement on recent scores. In response to  
32 a question about a tree on Hole #18, Mr. Henman stated that he had gone and observed that the tree  
33 was either dying or dead and at risk of falling into the pond from the bank. Mr. Henman stated that  
34 he had asked for a proposal to remove the tree, and that this would be presented to the Board once  
35 received.

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

37 Mr. Henman stated that he had walked through areas with Steadfast, and that Hole #8 had been  
38 identified as a location with significant issues due to irrigation losses. Mr. Henman explained that  
39 irrigation repair would begin once erosion issues were corrected. Mr. Henman additionally spoke  
40 positively on Steadfast's responsiveness to a recent request to address pond algae.

41 **FOURTH ORDER OF BUSINESS – Operations**

42 Prior to discussion of the golf course operations, an update was provided for the operations of the  
43 Double Bogeys restaurant.

Mr. McMullen noted that operations were going well, though expressed some concerns about losing seasonal staff once the fall semester began. Mr. McMullen noted that DoorDash was now in place, and additionally discussed events and hours of operation. Mr. McMullen acknowledged that they had not been prioritizing social media communication, and Ms. Grandon requested for them to let the CDD know how they could assist. Mr. McMullen also expressed some concerns about losses associated with tournament events from both the restaurant side and from Mr. Panno's side. Discussion ensued regarding potentially holding a workshop meeting to go over golf tournaments. Mr. McMullen stated that the makeup air system in the kitchen had been shut off, due to the kitchen reaching upwards of 90 degrees with it running. Mr. McMullen stated that he had been discussing the matter with a vendor for a split HVAC system, and that a bid would likely be forthcoming.

A. Golf Course Report

*(Mr. Panno joined the meeting at 6:54 p.m.)*

Mr. Panno commented positively on the revenue for the past month, and stated that with cooperative weather the course would also have a big month for revenue through July. Mr. Panno noted that he had received some resident reports of kids in a golf cart throwing ice at landscapers, and Mr. Henman stated that he was keeping an eye out for them after capturing an incident on video. Requests were made to report the activity to the Sheriff's Office.

In response to Board questions about golf tournaments, Mr. Panno stated that it was not currently beneficial to hold tournaments based on the outlook of the golf industry and revenue patterns specific to the course. Following discussion, Mr. Panno indicated that he would be able to attend a workshop meeting with the Board scheduled for 4:30 on August 9.

**FIFTH ORDER OF BUSINESS – Administrative**

A. Exhibit 3: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held June 14, 2022

On a MOTION by Mr. Witt, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting Held June 14, 2022, for the Heritage Harbor Community Development District.

B. Exhibit 4: Consideration for Acceptance – The May 2022 Unaudited Financial Report

Mr. Penzer asked whether the one-page fund summary sheet had been included in the report, which Ms. Dobson confirmed. Ms. Dobson added that the District was in good financial shape and under budget.

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

Following the motion, a suggestion was made to get information from Mr. Panno regarding concession sales

C. Exhibit 5: Ratification of Yoga Instructor Agreement

Ms. Dobson stated that she would touch base with the yoga instructor and get a full report to the Board for the next meeting on participation and activity.

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved the ratification of the yoga instructor agreement, for the Heritage Harbor Community Development District.

**SIXTH ORDER OF BUSINESS – Business Matters**

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

Mr. Ford explained that the driving range pond collected rainwater, and that a pump pulled the water out into a lined reservoir, to be pumped out into the course via the pump station. Mr. Ford additionally provided an overview of well water and reclaimed water line sources, and gave estimates of the number of gallons of water pumped daily. Mr. Robin stated that his understanding was that the District Engineer would bring back additional information for the next meeting. Mr. Robin also requested for Mr. Ford to provide information on the pipe specs.

B. Exhibit 6: Consideration of Outdoor Restroom Repair Proposal Options

1. Rومانer Graphics - \$11,350.00

2. Jumbo Painting - \$9,700.00

Ms. Dobson explained that the doors were one of the main components to the repair, and stated that the District could use construction money, funds from Hancock Whitney, or the reserves to fund the restroom repair. Following discussion on the scope of repairs and replacements, this item was tabled, pending proposals being updated to include itemized pricing and options for replacement of toilets, sinks, fixtures, and lighting.

C. Exhibit 7: Consideration of Bridge Builders Remaining Bridge Repairs Proposal - \$326,700.00

Ms. Dobson stated that this item had been provided to inform the Board as to the impact that bridge repairs may have in the future. Ms. Dobson recommended moving forward with the remainder of the bridges when greens were shut down for replacement. Comments were made from the Board suggesting that this may need to be addressed in two years, and Mr. Henman additionally suggested verifying the numbers, acknowledging that at least one of the Holes was numbered incorrectly. This item was tabled.

Prior to consideration of Exhibit 8, Mr. Penzer suggested holding a workshop meeting at 4:30 p.m. on August 9, to have a general planning discussion. Mr. Robin suggested that the Board work to prioritize projects that the remaining funds from Hancock Whitney would be used for, additionally suggesting for Mr. Ford to provide his list for input.

D. Exhibit 8: Consideration of Greenview Landscaping Price Increase - \$12,480.00/ yearly

Ms. Dobson stated that the vendor was increasing their monthly fee from \$10,400 to \$11,440.

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved the Greenview Landscaping Price Increase, in the amount of \$12,480.00 yearly, for the Heritage Harbor Community Development District.

E. Exhibit 9: Consideration of Site Masters Golf Cart Path Repair Proposal - \$30,600.00

The Board requested for this item to be tabled, pending the District Manager ranking the components of the golf cart path repair based on greatest priority. Additional comments were made by staff regarding remediation and potential impacts to drainage near the fairway of Hole #6. Mr. Henman indicated that a metal grate on Hole #13 had also been rusted through, and needed replacement.

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved the replacement of the metal grate on Hole #13, as submitted, in the amount of \$1,200.00, for the Heritage Harbor Community Development District.

**SEVENTH ORDER OF BUSINESS – Staff Reports**

A. Exhibit 10: Field Operations Report – July 2022

Mr. Henman stated that the pump had been installed, noting that photographs of the project had been provided. Mr. Henman noted that the workers who had brought out a crane to address the pump change had recommended installing a rollup door, to facilitate access. Mr. Henman stated that he could bring proposals for a rollup door for the next meeting to compare against current solutions.

Mr. Henman additionally commented on work with the landscapers over the past couple of months, noting that he had seen many improvements recently following meetings with crews on site following discussions with resident needs. Mr. Henman opined that the District was headed in the right direction, and commented positively on the support from the Board and the District Manager.

B. District Manager

Ms. Dobson expressed gratitude to District Counsel and the District Engineer for getting her up to speed on irrigation. Ms. Dobson additionally thanked the Board and the Pro Shop team for working with her. Mr. Penzer noted that Mr. Robin had worked with the District for several years, and encouraged for District Managers to work with District Counsel. Ms. Dobson added that she would be attending the landscape inspection on July 28 with OLM.

1. Presentation of Qualified General Election Candidates

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

C. District Attorney

There being none, the next item followed.

D. District Engineer

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS – Supervisors Requests**

Supervisor comments were made suggesting for an inventory list to be established and memorialized for furniture, fixtures, and equipment in the restaurant building. Mr. Henman suggested that he could work with Mr. McMullen on developing a list.

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

A resident asked about responsibility for roads and sidewalks, and the Board indicated that these belonged to the County. Mr. Henman explained the process of communicating with the County in coordinating road and sidewalk work.

**TENTH ORDER OF BUSINESS – Next Meeting Quorum Check: August 9th, 5:30 PM**

All Supervisors in attendance indicated that they would be present for the next meeting, scheduled for August 9, at 5:30 p.m., which would constitute the necessary quorum.

**ELEVENTH ORDER OF BUSINESS – Adjournment**

Ms. Dobson 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 7:24 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 August 9, 2022.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

**Title:**    ☐ Secretary    ☐ Assistant Secretary

**Title:**    ☐ Chairman    ☐ Vice Chairman



## EXHIBIT 4

# **Heritage Harbor Community Development District**

Financial Statements  
(Unaudited)

Period Ending  
June 30, 2022

### Financial Snapshot - General Funds

#### Revenue: Net Assessments % Collected YTD

	FY 2021 Actuals YTD	FY 2022 Actuals YTD	FY 2022 Budget YTD
General Fund	100.4%	100.4%	100.0%
Debt Service Fund	100.4%	100.4%	100.0%

#### Expenditures: Amount Spent YTD

	FY 2021 Actuals YTD	FY 2022 Actuals YTD	FY 2022 Budget YTD
General Fund			
Administration	\$ 158,786	\$ 125,040	\$ 159,686
Field	381,677	439,504	485,008
<b>Total General Fund</b>	<b>\$ 540,463</b>	<b>\$ 564,544</b>	<b>\$ 644,694</b>

#### % of Actual Expenditures Spent of Budgeted Expenditures

60%

#### Cash and Investment Balances

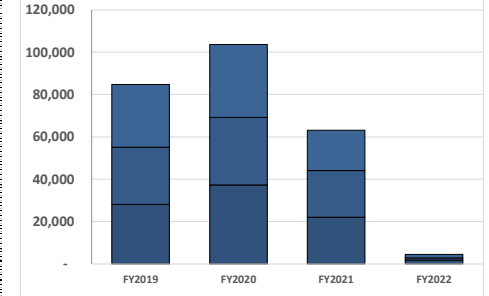
	Prior Year YTD	Current YTD
Operating Accounts	\$ 831,703	\$ 1,080,177

### Financial Snapshot - Enterprise Fund - Restaurant

#### Restaurant / Pro Shop Concession Stand Gross Revenue

	FY2019	FY2020	FY2021	FY2022
October	28,113	37,261	21,976	1,729.26
November	26,921	31,871	22,076	1,147.95
December	29,649	34,445	19,027	1,627.43
January	23,393	39,065	24,999	1,168.80
February	21,969	36,644	21,423	1,332.16
March	38,070	22,665	21,047	1,756.58
April	31,115	12,297	25,887	2,055.60
May	45,993	20,461	54,302	2,483.70
June	43,421	20,024	27	1,883.62
July	32,429	22,087	2,510	
August	33,940	24,900	2,402	
September	34,700	22,105	1,406	
<b>Yearly Total</b>	<b>\$ 389,713</b>	<b>\$ 323,825</b>	<b>\$ 217,083</b>	<b>\$ 15,185</b>

#### Total Restaurant & Beverage Cart Gross Revenue YTD



### 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	\$ 783,652	\$ 876,338	\$ 939,740	\$ 737,598
Pro Shop	31,968	31,216	51,981	27,431
Cost of Goods Sold	(16,530)	(11,868)	(13,669)	(14,397)
<b>Total Gross Profit</b>	<b>\$ 799,090</b>	<b>\$ 895,685</b>	<b>\$ 978,052</b>	<b>\$ 750,632</b>

#### Expenses by Golf Activity

	Actual FY 2020 - YTD	Actual FY 2021 - YTD	Actual FY 2022 - YTD	Budget FY 2022 - YTD
Golf Course	\$ 370,025	\$ 323,307	\$ 469,627	\$ 464,897
Pro Shop	236,917	218,122	265,502	296,715
<b>Total Expenses</b>	<b>\$ 606,942</b>	<b>\$ 541,429</b>	<b>\$ 735,129</b>	<b>\$ 761,611</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	\$ 413,627	\$ 553,031	\$ 470,113	\$ 272,701
Pro Shop	(221,479)	(198,775)	(227,190)	(283,681)
<b>Total Net Income (Loss) B4 Depreciation</b>	<b>\$ 192,148</b>	<b>\$ 354,256</b>	<b>\$ 242,922</b>	<b>\$ (10,980)</b>
Total Depreciation Expense	148,442	166,998	-	-
<b>Total Net Income (Loss) After Depreciation</b>	<b>\$ 43,706</b>	<b>\$ 187,258</b>	<b>\$ 242,922</b>	<b>\$ (10,980)</b>

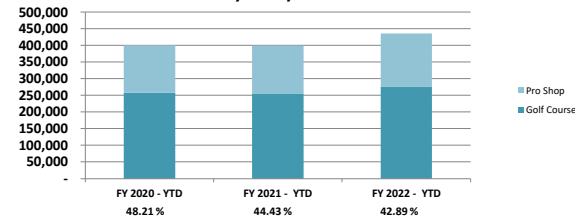
#### Debt Service

	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	\$ 210,403	\$ 202,889	\$ 230,107	\$ 213,750
FICA Taxes	26,056	34,893	28,348	32,063
Life and Health Insurance	20,990	16,512	16,851	21,600
<b>Total Golf Course</b>	<b>257,449</b>	<b>254,293</b>	<b>275,306</b>	<b>267,413</b>
Pro Shop				
Payroll- Hourly	117,315	118,351	127,412	121,500
FICA Taxes	15,706	16,431	23,824	19,440
Life and Health Insurance	9,475	9,895	9,042	12,750
<b>Total Pro Shop</b>	<b>142,496</b>	<b>144,677</b>	<b>160,279</b>	<b>153,690</b>
<b>Total Payroll</b>	<b>\$ 399,945</b>	<b>\$ 398,970</b>	<b>\$ 435,585</b>	<b>\$ 421,103</b>
% of Revenues	50.05%	44.54%	44.54%	56.10%

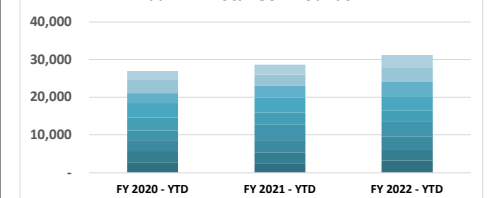
#### Payroll By Year



#### 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	2,439	2,620	3,236
July			
August			
September			
<b>Total Rounds</b>	<b>26,967</b>	<b>28,622</b>	<b>31,194</b>

#### Annual YTD Total Golf Rounds



**Heritage Harbor CDD**  
**Balance Sheet**  
**June 30, 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	\$ 211,262	\$ -	\$ -	\$ -	\$ -	\$ 211,262
3 CASH - BU OPERATING ACCOUNT	149,646	-	-	-	-	149,646
4 CASH - SOUTHSTATE OPERATING ACCOUNT	8,506	-	-	-	-	8,506
5 CASH - SUNTRUST	4,550	-	-	-	-	4,550
6 CASH - BU MONEY MARKET	706,214	-	-	-	-	706,214
7 CASH - SOUTHSTATE ENTERPRISE ACCOUNT	-	133,435	-	-	-	133,435
8 CASH - FIFTH THIRD BANK	-	-	-	-	-	-
9 CASH - BU GOLF ACCOUNT	-	745,612	-	-	-	745,612
10 CASH ON HAND	-	1,672	-	-	-	1,672
11 CASH - DEBIT CARD	-	2,064	-	-	-	2,064
12 INVESTMENTS:						-
13 REVENUE FUND	-	-	10,750	-	-	10,750
14 RESERVE TRUST FUND	-	-	65,885	-	-	65,885
15 INTEREST FUND	-	-	-	-	-	-
16 SINKING FUND	-	-	-	-	-	-
17 COST OF ISSUANCE	-	-	-	10,003	-	10,003
18 CONSTRUCTION TRUST FUND	-	-	-	-	107,928	107,928
19 ON ROLL ASSESSMENT RECEIVABLE	-	-	-	-	-	-
20 ACCOUNTS RECEIVABLE	56,911	63	-	-	-	56,975
21 DEPOSITS - UTILITIES	1,890	3,456	-	-	-	5,346
22 PREPAID	4,944	8,770	-	-	-	13,713
23 ON ROLL IN TRANSIT	-	-	-	-	-	-
24 DUE FROM OTHER FUNDS	41,667	5,746	30,969	-	1,441	79,822
25 INVENTORY ASSETS:						-
26 GOLF BALLS	-	14,551	-	-	-	14,551
27 GOLF CLUBS	-	442	-	-	-	442
28 GLOVES	-	2,852	-	-	-	2,852
29 HEADWEAR	-	2,662	-	-	-	2,662
30 LADIES WEAR	-	1,253	-	-	-	1,253
31 MENS WEAR	-	2,563	-	-	-	2,563
32 SHOES/SOCKS	-	370	-	-	-	370
33 MISCELLANEOUS	-	5,401	-	-	-	5,401
34 INVESTMENTS CD	-	-	-	-	-	-
35 <b>TOTAL CURRENT ASSETS</b>	<b>1,185,589</b>	<b>930,912</b>	<b>107,603</b>	<b>10,003</b>	<b>109,369</b>	<b>2,343,477</b>
36 <b><u>NONCURRENT ASSETS</u></b>						
37 LAND	-	1,204,598	-	-	-	1,204,598
38 INFRASTRUCTURE	-	6,054,583	-	-	-	6,054,583
39 ASSUM. DEPRECIATION-INFRASTRUCTURE	-	(6,126,049)	-	-	-	(6,126,049)
40 EQUIPMENT & FURNITURE	-	1,059,368	-	-	-	1,059,368
41 ACCUM. DEPRECIATION - EQUIP/FURNITURE	-	(900,935)	-	-	-	(900,935)
42 <b>TOTAL NONCURRENT ASSETS</b>	<b>-</b>	<b>1,291,565</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,291,565</b>
43 <b>TOTAL ASSETS</b>	<b>\$ 1,185,589</b>	<b>\$ 2,222,477</b>	<b>\$ 107,603</b>	<b>\$ 10,003</b>	<b>\$ 109,369</b>	<b>\$ 3,635,042</b>

**Heritage Harbor CDD**  
**Balance Sheet**  
**June 30, 2022**

	General Fund	Golf Course & Pro Shop	Debt Service Series 2018	Debt Service Series 2021	Construction	TOTAL
44 <b><u>LIABILITIES:</u></b>						
45 ACCOUNTS PAYABLE	\$ 5,457	\$ 20,620	\$ -	\$ -	\$ 5,586	\$ 31,662
46 DEFERRED ON ROLL ASSESSMENTS	-	-	-	-	-	-
47 SALES TAX PAYABLE	2,016	511	-	-	-	2,527
48 ACCRUED WAGES PAYABLE	-	-	-	-	-	-
49 ACCRUED EXPENSES	5,338	25,452	-	-	-	30,790
50 DEFERRED REVENUE	-	-	-	-	-	-
51 GIFT CERTIFICATES	-	764	-	-	-	764
52 RESTAURANT DEPOSITS	6,000	-	-	-	-	6,000
53 ACCRUED INTEREST PAYABLE	-	-	-	-	-	-
54 DUE TO OTHER FUNDS	38,156	17,414	-	-	-	55,569
55 SALES TAX PAYABLE	-	-	-	-	-	-
56 REVENUE BONDS PAYABLE-CURRENT	-	-	-	-	-	-
57 <b>TOTAL LIABILITIES</b>	<b>56,966</b>	<b>64,761</b>	<b>-</b>	<b>-</b>	<b>5,586</b>	<b>127,312</b>
58 <b><u>FUND BALANCES:</u></b>						
59 COMMITTED						
60 NON SPENDABLE DEPOSITS	8,235	22,188	-	-	-	30,423
61 CAPITAL RESERVE	226,708	38,761				265,469
62 INVESTED IN CAPITAL ASSETS		1,538,158				1,538,158
63 ASSIGNED						
64 2 MONTH WORKING CAPITAL	191,412	-	-	-	-	191,412
65 UNASSIGNED	702,268	558,610	107,603	10,003	103,784	1,482,268
66 <b>TOTAL FUND BALANCE</b>	<b>1,128,623</b>	<b>2,157,716</b>	<b>107,603</b>	<b>10,003</b>	<b>103,784</b>	<b>3,507,729</b>
67 <b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,185,589</b>	<b>\$ 2,222,477</b>	<b>\$ 107,603</b>	<b>\$ 10,003</b>	<b>\$ 109,369</b>	<b>\$ 3,635,042</b>

**Heritage Harbor CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through June 30, 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	\$ 859,692	\$ 3,430	100%
3 INTEREST	1,000	750	704	(46)	70%
4 MISCELLANEOUS	-	-	62,559	62,559	
5 RESTAURANT REVENUE	38,400	28,800	33,936	5,136	88%
6 CREDIT LOAN	-	-	186,919	186,919	
7 FUND BALANCE FORWARD	50,000	-	-	-	0%
<b>8 TOTAL REVENUE</b>	<b>945,662</b>	<b>885,812</b>	<b>1,143,810</b>	<b>257,998</b>	<b>121%</b>
<b>9 <u>EXPENDITURES</u></b>					
<b>10 GENERAL ADMINISTRATION:</b>					
11 SUPERVISORS' COMPENSATION	12,000	9,000	8,800	200	73%
12 PAYROLL TAXES	2,129	1,597	740	856	35%
13 PAYROLL SERVICE FEE	-	-	-	-	
14 ENGINEERING SERVICES	10,000	7,500	3,284	4,217	33%
15 LEGAL SERVICES	30,000	22,500	22,918	(418)	76%
16 DISTRICT MANAGEMENT	69,445	52,084	51,127	956	74%
17 AUDITING SERVICES	6,200	4,650	-	4,650	0%
18 POSTAGE & FREIGHT	1,500	1,125	-	1,125	0%
19 INSURANCE (Liability, Property and Casualty)	15,406	15,406	15,843	(437)	103%
20 PRINTING & BINDING	1,500	1,125	-	1,125	0%
21 LEGAL ADVERTISING	1,200	900	264	636	22%
22 MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	1,500	1,125	4,364	(3,239)	291%
23 WEBSITE HOSTING & MANAGEMENT	2,615	2,465	2,465	-	94%
24 OFFICE SUPPLIES	200	150	-	150	0%
25 ANNUAL DISTRICT FILING FEE	175	175	175	-	100%
26 ALLOCATION OF HOA SHARED EXPENDITURES	25,791	19,343	11,693	7,651	45%
27 DISSEMINATION FEE	2,000	1,500	-	1,500	0%
28 TRUSTEE FEE	4,041	4,041	3,367	674	83%
29 LOAN	20,000	15,000	-	15,000	0%
<b>30 TOTAL GENERAL ADMINISTRATION</b>	<b>205,702</b>	<b>159,686</b>	<b>125,040</b>	<b>34,646</b>	<b>61%</b>

**Heritage Harbor CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through June 30, 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	33,750	33,930	(180)	75%
33 FICA TAXES & PAYROLL FEE	5,948	4,461	8,243	(3,782)	139%
34 LIFE AND HEALTH INSURANCE	6,380	4,785	4,341	444	68%
35 CONTRACT- GUARD SERVICES	82,000	61,500	34,790	26,710	42%
36 CONTRACT-FOUNTAIN	1,680	1,260	1,085	175	65%
37 CONTRACT-LANDSCAPE	136,800	102,600	100,000	2,600	73%
38 CONTRACT-LAKE	35,732	26,799.00	23,822	2,977	67%
39 CONTRACT-GATES	46,680	35,010	37,571	(2,561)	80%
40 GATE - COMMUNICATIONS - TELEPHONE	4,440	3,330	3,276	54	74%
41 UTILITY-GENERAL	88,000	66,000	58,119	7,881	66%
42 R&M-GENERAL	3,000	2,250	4,309	(2,059)	144%
43 R&M-GATE	3,000	2,250	-	2,250	0%
44 R&M-OTHER LANDSCAPE	34,240	25,680	18,292	7,388	53%
45 R&M-IRRIGATION	3,500	2,625	1,340	1,285	38%
46 R&M-MITIGATION	2,000	1,500	-	1,500	0%
47 R&M-TREES AND TRIMMING	7,500	5,625	-	5,625	0%
48 R&M-PARKS & FACILITIES	1,000	750	-	750	0%
49 MISC-HOLIDAY DÉCOR	8,500	8,500	7,412	1,088	87%
50 MISC-CONTINGENCY	77,800	58,350	71,900	(13,550)	92%
51 RESTAURANT EXPENDITURES	50,644	37,983	31,075	6,908	61%
52 <b>TOTAL FIELD</b>	<b>643,844</b>	<b>485,008</b>	<b>439,504</b>	<b>45,504</b>	<b>68%</b>
53 <b>TOTAL EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)</b>	<b>849,546</b>	<b>644,694</b>	<b>564,544</b>	<b>80,150</b>	<b>66%</b>
54 <b>RENEWAL &amp; REPLACEMENT RESERVE</b>					
55 NEW RESERVE STUDY	8,000	6,000	-	6,000	0%
56 RESERVE STUDY CONTRIBUTION	61,016	45,762	36,392	9,370	60%
57 RESERVE STUDY - HOA SHARED CONTRIBUTION	27,100	20,325	14,600	5,725	54%
58 <b>TOTAL RENEWAL &amp; REPLACEMENT RESERVE</b>	<b>96,116</b>	<b>72,087</b>	<b>50,992</b>	<b>21,095</b>	<b>53%</b>
59 <b>OTHER TRANSFERS IN (OUT)</b>	-	-	(2,973)		
60 <b>TOTAL EXPENDITURES</b>	<b>945,662</b>	<b>716,781</b>	<b>618,509</b>	<b>98,271</b>	<b>65%</b>
61 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	<b>169,031</b>	<b>525,300</b>		

**Heritage Harbor CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through June 30, 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	-	169,031	525,300		
64 <b>FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ -</b>	<b>\$ 772,354</b>	<b>\$ 1,128,623</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	702,268		702,268		
72 <b>TOTAL FUND BALANCE</b>	<b>\$ 1,128,623</b>		<b>\$ 1,128,623</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 June 30, 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	\$ 698,998	\$ 872,853	\$ 173,856	94%
4 CLUB RENTALS	1,000	1,000	2,041	1,041	204%
5 RANGE FEES	50,000	37,500	64,845	27,345	130%
6 HANDICAPS	100	100	-	(100)	0%
<b>7 TOTAL GOLF COURSE REVENUE</b>	<b>983,097</b>	<b>737,598</b>	<b>939,740</b>	<b>202,142</b>	<b>96%</b>
<b>8 PRO SHOP</b>					
9 GOLF BALL SALES	22,800	17,100	21,933	\$ 4,833	96%
10 GLOVE SALES	6,000	4,500	7,002	2,502	117%
11 HEADWEAR SALES	3,775	2,831	2,874	42	76%
12 LADIES WEAR SALES	-	-	175	175	
13 MENS WEAR SALES	2,000	1,500	1,807	307	90%
14 CONCESSION SALES	-	-	15,185	15,185	
15 MISCELLANEOUS SALES	2,000	1,500	2,098	598	105%
16 MISCELLANEOUS REVENUE	-	-	907	907	
<b>17 TOTAL PRO SHOP REVENUE</b>	<b>36,575</b>	<b>27,431</b>	<b>51,981</b>	<b>23,643</b>	<b>142%</b>
<b>18 RENTAL</b>	<b>-</b>	<b>-</b>	<b>300</b>	<b>300</b>	
<b>19 SALES DISCOUNT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>20 TOTAL OPERATING REVENUE</b>	<b>1,019,672</b>	<b>765,029</b>	<b>992,021</b>	<b>226,085</b>	<b>97%</b>
<b>21 COST OF GOODS SOLD</b>					
22 COS-GOLF BALLS	12,136	9,102	7,748	(1,354)	64%
23 COS-GLOVES	3,314	2,485	1,492	(993)	45%
24 COS-HEADWEAR	1,880	1,410	697	(713)	37%
25 COS-LADIES WEAR	-	-	36	36	
26 COS-MENS WEAR	1,008	756	773	17	77%
27 COS-MISCELLANEOUS	858	644	2,921	2,278	340%
<b>28 TOTAL COST OF GOODS SOLD</b>	<b>19,196</b>	<b>14,397</b>	<b>13,669</b>	<b>(728)</b>	<b>71%</b>
<b>29 GROSS PROFIT</b>	<b>\$ 1,000,476</b>	<b>\$ 750,632</b>	<b>\$ 978,352</b>	<b>\$ 226,813</b>	<b>98%</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 June 30, 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>
30 <b><u>OPERATING EXPENSES</u></b>					
31 <b>GOLF COURSE</b>					
32 PAYROLL-HOURLY	\$ 285,000	\$ 213,750	\$ 230,107	\$ (16,357)	81%
33 PAYROLL-INCENTIVE	500	375	500	(125)	100%
34 FICA TAXES & ADMINISTRATIVE	42,750	32,063	28,348	3,714	66%
35 LIFE AND HEALTH INSURANCE	28,800	21,600	16,851	4,749	59%
36 WEB SITE DEVELOPMENT	-	-	-	-	
37 ACCOUNTING SERVICES	4,379	3,284	2,866	419	65%
38 CONTRACTS-SECURITY ALARMS	239	239	539	(300)	225%
39 COMMUNICATION-TELEPHONE	3,120	2,340	1,798	542	58%
40 POSTAGE & FREIGHT	200	150	-	150	0%
41 ELECTRICITY-GENERAL	13,200	9,900	7,370	2,530	56%
42 UTILITY-REFUSE REMOVAL	5,567	4,175	2,134	2,041	38%
43 UTILITY-WATER & SEWER	6,800	5,100	3,987	1,113	59%
44 RENTAL/LEASE-VEHICLE/EQUIP	35,600	26,700	29,720	(3,020)	83%
45 LEASE-ICE MACHINES	1,500	1,125	375	750	25%
46 INSURANCE-PROPERTY	44,733	44,733	44,761	(28)	100%
47 R&M-BUILDING	500	375	-	375	0%
48 R&M-EQUIPMENT	17,000	12,750	9,120	3,630	54%
49 R&M-FERTILIZER	30,000	22,500	19,980	2,520	67%
50 R&M-IRRIGATION	5,000	3,750	-	3,750	0%
51 R&M-GOLF COURSE	4,000	3,000	5,700	(2,700)	143%
52 R&M-PUMPS	9,748	7,311	12,945	(5,634)	133%
53 MISC-PROPERTY TAXES	2,100	1,575	-	1,575	0%
54 MISC-LICENSES & PERMITS	600	450	1,106	(656)	184%
55 OP SUPPLIES- GENERAL	6,000	4,500	13,679	(9,179)	228%
56 OP SUPPLIES-FUEL, OIL	15,500	11,625	14,408	(2,783)	93%
57 OP SUPPLIES-CHEMICALS	22,456	16,842	9,377	7,465	42%
58 OP SUPPLIES-HAND TOOLS	750	563	39	524	5%
59 SUPPLIES-SAND	1,800	1,350	-	1,350	0%
60 SUPPLIES-TOP DRESSING	2,400	1,800	3,351	(1,551)	140%
61 SUPPLIES-SEEDS	2,000	1,500	10,187	(8,687)	509%
62 ALLOCATIONS OF HOA SHARED EXPENDITURES	969	726	379	347	39%
63 RESERVE	11,661	8,746	-	8,746	0%
64 <b>TOTAL GOLF COURSE</b>	<b>604,872</b>	<b>464,897</b>	<b>469,627</b>	<b>(4,731)</b>	<b>78%</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 June 30, 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>65 PRO SHOP:</b>					
66 PAYROLL-HOURLY	162,000	121,500	127,412	(5,912)	79%
67 FICA TAXES & ADMINISTRATIVE	25,920	19,440	23,824	(4,384)	92%
68 LIFE AND HEALTH INSURANCE	17,000	12,750	9,042	3,708	53%
69 ACCOUNTING SERVICES	4,379	3,284	-	3,284	0%
70 CONTRACTS-SECURITY ALARMS	2,157	1,618	-	1,618	0%
71 POSTAGE AND FREIGHT	250	188	-	188	0%
72 ELECTRICITY-GENERAL	8,400	6,300	4,733	1,567	56%
73 UTILITY-REFUSE REMOVAL	-	-	-	-	
74 UTILITY-WATER & SEWER	-	-	-	-	
75 LEASE-CARTS	92,672	69,504	61,613	7,891	66%
76 INSURANCE-PROPERTY	-	-	-	-	
77 R&M-GENERAL	3,000	2,250	-	2,250	0%
78 R&M-AIR CONDITIONING	-	-	-	-	
79 R&M - RANGE	1,000	750	-	750	0%
80 ADVERTISING	8,500	6,375	6,576	(201)	77%
81 MISC-BANK CHARGES	22,000	16,500	21,745	(5,245)	99%
82 MISC-CABLE TV EXPENSES	1,680	1,260	-	1,260	0%
83 MISC-PROPERTY TAXES	5,500	4,125	-	4,125	0%
84 MISC-HANDICAP FEES	558	419	-	419	0%
85 OFFICE SUPPLIES	1,200	900	1,326	(426)	111%
86 COMPUTER EXPENSE	1,000	750	850	(100)	85%
87 OP SUPPLIES-GENERAL	2,000	1,500	5,144	(3,644)	257%
88 SUPPLIES-SCORECARDS	500	375	-	375	0%
89 CONTINGENCY	2,000	1,500	90	1,410	5%
90 ALLOCATION OF HOA SHARED EXPENDITURES	6,804	5,103	3,147	1,956	46%
91 RESERVE	27,100	20,325	-	20,325	0%
<b>92 TOTAL PRO SHOP</b>	<b>395,620</b>	<b>296,715</b>	<b>265,502</b>	<b>31,214</b>	<b>67%</b>
<b>93 TOTAL DEPRECIATION EXPENSE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>94 TOTAL OPERATING EXPENSE</b>	<b>1,000,491</b>	<b>761,611</b>	<b>735,129</b>	<b>26,483</b>	<b>73%</b>
<b>95 EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(15)</b>	<b>(10,980)</b>	<b>243,222</b>	<b>253,297</b>	
96 NET ASSETS - BEGINNING	-	-	1,906,903	1,906,903	
97 TRANSFERS IN (OUT)	-	-	2,600	2,600	
<b>98 NET ASSETS- ENDING</b>	<b>\$ (15)</b>	<b>\$ (10,980)</b>	<b>\$ 2,150,125</b>	<b>\$ 2,160,200</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 June 30, 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	\$ 330,742	\$ 1,320
3 SPECIAL ASSESSMENTS - EXCESS ON-ROLL (NET)	-	-	-	-
4 INTEREST--INVESTMENT	-	-	25	25
5 MISCELLANEOUS REVENUE	-	-	-	-
<b>6 TOTAL REVENUE</b>	<b>329,422</b>	<b>329,422</b>	<b>330,767</b>	<b>1,345</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	-
<b>13 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	-	-	-	
<b>17 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>18 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>(4,642)</b>	<b>7,331</b>
19 FUND BALANCE - BEGINNING	112,245	112,245	112,245	-
20 FUND BALANCE FORWARD	-	-	-	
<b>21 FUND BALANCE - ENDING</b>	<b>\$ 112,245</b>	<b>\$ 112,245</b>	<b>\$ 107,603</b>	<b>\$ 7,331</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 June 30, 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	3
5 MISCELLANEOUS REVENUE	-
6 <b>TOTAL REVENUE</b>	<b>3</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>10,003</b>
17 FUND BALANCE - BEGINNING	-
18 FUND BALANCE FORWARD	-
19 <b>FUND BALANCE - ENDING</b>	<b>\$ 10,003</b>

**Heritage Harbor CDD**  
**Construction Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2021 through June 30, 2022**

	<b>Construction Actual YTD</b>
1 <b>REVENUE</b>	
2 INTEREST REVENUE	\$ 33
3 MISCELLANEOUS	-
4 <b>TOTAL REVENUE</b>	<b>33</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>(101,136)</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 NET CHANGE IN FUND BALANCE	<b>(101,136)</b>
15 FUND BALANCE - BEGINNING	204,920
16 <b>FUND BALANCE - ENDING</b>	<b>\$ 103,784</b>

**HERITAGE HARBOR CDD**  
**Community Development District**  
**Operating Accounts Reconciliations**  
**June 30, 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	\$ 179,812.20	\$ 133,434.53	\$ 746,166.78
Less: Outstanding Checks	-	(35,302.70)	-	(6,433.70)
Plus: Deposits In Transit	-	5,136.00	-	5,879.24
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 8,506.43</u></b>	<b><u>\$ 149,645.50</u></b>	<b><u>\$ 133,434.53</u></b>	<b><u>\$ 745,612.32</u></b>
Beginning Bank Balance Per Books	\$ 8,506.43	\$ 191,453.63	\$ 133,434.53	\$ 743,104.29
Cash Receipts & Credits	-	19,592.51	-	96,057.87
Cash Disbursements	-	(61,400.64)	-	(93,549.84)
<b><i>Balance Per Books</i></b>	<b><u>\$ 8,506.43</u></b>	<b><u>\$ 149,645.50</u></b>	<b><u>\$ 133,434.53</u></b>	<b><u>\$ 745,612.32</u></b>

## EXHIBIT 5





2101 Cantu Court, Sarasota FL 34232  
300 Technology Park, Lake Mary FL 32746  
7037-37 Commonwealth Avenue, Jacksonville FL 32220

**Q-07823**

Date: July 28, 2022

**Prepared For:**

Paul Shortway  
Equipment Manager  
Heritage Harbor Golf and Country Club  
19502 Heritage Harbor Parkway  
Lutz, FL 33558

**Ship To:**

HERITAGE HARBOR GOLF CLUB  
19650 HERITAGE HARBOR PARKWAY  
LUTZ, FL 33558-9743

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed proposal. All pricing is valid for thirty (30) calendar days from the date of quotation unless otherwise noted. Pipe and wire pricing is valid for seven (7) days.

Qty	Model No.	Description	Unit Price	Extended Price
1	G4-16P6R4	OSMAC G4 16 STATION GR LEVEL 4	\$4,814.00	\$4,814.00
7	G4-32P6R4	OSMAC G4 32 STATION GR LEVEL 4	\$5,768.50	\$40,379.50
7	G4-48P6R4	OSMAC, G4 48 STATIONS GRN LVL 4	\$7,080.00	\$49,560.00
3	G4-64P6R4	OSMAC, G4 64 STATIONS GRN LVL4	\$8,393.50	\$25,180.50
1	RIU-01-SPECIAL	RADIO INTERFACE UNIT SINGLE RADIO	\$5,466.51	\$5,466.51
1	LX-NSN-STAN-RIU	LYNX UPGRADE CURRENT NSN STANDARD COMPUTER	\$6,445.52	\$6,445.52
20	IRR.FSLABOR	Irrigation Field Service Labor per Hour	\$125.00	\$2,500.00
18	182007	5/8 X 10' GROUND ROD	\$31.33	\$563.94
1	1820039P	CADWELD GT1161GPLUS (2 CONN, 6 & 8 AWG)	\$17.07	\$17.07
18	1820058	POWERSET EARTH CONTACT BACKFILL	\$104.00	\$1,872.00
18	182199IC	4" x 96" CU PL	\$212.86	\$3,831.48
1	AA107T50BNC-N	ANTENNA AND 50' CABLE KIT NMALE X NMALE W/ SURGE PROTECT	\$722.67	\$722.67
1	EZTM-30	TELESCOPING MAST 30'	\$119.93	\$119.93
1	EZ30-12	12" WALL MOUNT "Y" TYPE W/ BOLTS, 1.25" MAST	\$20.53	\$20.53

<b>Terms:</b>	Net 30
<b>Sub-Total Toro</b>	\$134,346.03
<b>Sub-Total Allied</b>	\$7,147.62
<b>Sub-Total</b>	\$141,493.65
<b>Total</b>	\$141,493.65

Please indicate your acceptance of this quote as an order by signing below and returning via email to [tina.neuzil@wescoturf.com](mailto:tina.neuzil@wescoturf.com) or fax to Wesco Turf at 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: \_\_\_\_\_

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

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

PO Number: \_\_\_\_\_

Thank you for considering Wesco Turf, Inc. for your irrigation needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

***Tina Neuzil***

Irrigation Territory Manager  
(941) 915-7965, [tina.neuzil@wescoturf.com](mailto:tina.neuzil@wescoturf.com)

The materials list provided is for estimation purposes only and is provided as a professional courtesy for our customer's convenience. It is the responsibility of the customer to verify quantities, price extensions and miscellaneous materials not provided in the above estimate.

**Terms and Conditions:** All pricing is valid for thirty (30) calendar days from date of quotation unless otherwise noted. Pipe and wire pricing is valid for seven (7) calendar days. Additional materials listed in the above quotation are not subject to price protection and will require new pricing at time of purchase. All direct shipments require carton quantities as specified by the vendor. Acceptance of materials constitutes customer's agreement to comply with credit terms and conditions as specified in Wesco Turf's credit application.

**Freight:** All materials are subject to freight and handling charges not included in the above pricing. This includes but is not limited to non-Toro products, direct shipments from the manufacturer and express shipping. Customer is responsible for having the proper equipment on site for unloading of materials at time of delivery.

**Material/Shipping Discrepancies:** Discrepancies regarding quantities shipped must be reported immediately. All pipe, Toro and non-Toro shipping errors or shortage of material must be accounted for and documented on the delivery and acceptance paperwork at time of arrival.

**Return Policy:** All returns must be pre-approved and accompanied by an RGA (Return Goods Authorization) in order to receive credit. Only materials and products currently sold by Wesco Turf will be considered for return. Materials must be of current design and do not include obsolete materials. Returned goods must be in original package and are subject to a minimum of 25% restocking plus return freight to vendor. Wesco will not be responsible for any pipe returns. Pipe returns will be the responsibility of the customer and outside vendor. Customers are advised not to issue immediate debit memos on returned material. Wesco Turf will issue credit to the customer's account upon inspection and completion of the receiving process. All pre-authorized returns scheduled for pick up must be palletized and accessible upon arrival. Multiple pallet returns will require separate packing slips. All returns must be made within 90 days of receipt to receive credit less associated restock fees. Product exceeding ninety-day (90) time frame may be negotiated at a lesser value or denied credit.

**Cancellation Policy:** Cancellations will be considered for requests made within 48 hours of placing an order. All cancellations must be provided in written format and documented by all parties involved. Cancellation requests will not be entertained if the order has been communicated to outside vendors or has been shipped. Customers will be responsible for all restock fees incurred by Wesco Turf, Inc.

## EXHIBIT 6



www.howardfertilizer.com

6/15/22

VERBAL Quote

From

Champion Turf Inc.

Driving Range

est. 20,000 SQ FT.

Stripped, leveled with  
2% slope for surface  
Run off.

A.) Sprigged \$21,000

B.) "BIG Roll" sod installed  
\$48,000 Heavy equipt.  
involved

C.) SOD with pallets

\$40,000



**Address:** P.O. Box 56028  
St. Petersburg, FL 33732

**Phone:** 727-430-2298

**Fax:** 727-202-8032

**Email:** [westscapesfl@gmail.com](mailto:westscapesfl@gmail.com)

May 26, 2020

Heritage Harbor Golf Club  
19502 Heritage Harbor Parkway  
Lutz, FL 33558

ATTN: Mr. Marty Ford

RE: 2020 Renovatiuons

**Expand and Level Driving Range Tee / Add Tee Stations**

ITEM	QUANTITY	UNIT		UNIT PRICE	EXTENSION
Rotovate Existing Vegetation	22,000	SF	@	\$0.20	\$4,400.00
Shape Expanded Tee	22,000	SF	@	\$0.20	\$4,400.00
Adjust Irrigation	1	LS	@	\$1,000.00	\$1,000.00
Add USGA Sand to Profile	65	TN	@	\$73.21	\$4,758.65
Till in Sand to Ammend Soil Profile	22,000	SF	@	\$0.05	\$1,100.00
Form and Pour Concrete Pad (100 x 10) for Artificial / Synthetic Tee Stations ( 10 )	1,000	SF	@	\$7.50	\$7,500.00
Turf Hound Dr. Range Mats (TS059)	10	EA	@	\$795.00	\$7,950.00
Laser Level	22,000	SF	@	\$0.18	\$3,960.00
Sod (Celebration Bermuda Grass)	22,000	SF	@	\$0.65	\$14,300.00
This grass is more resilient and has a quicker recovery.					
<b>TOTAL</b>					<b>\$49,368.65</b>

## EXHIBIT 7



# Pope's Water Systems, Inc.

## Well Drilling

17610 US Highway 41 North

Lutz, FL 33549-4572

Phone 813-949-7413

## Proposal

Date	Proposal #
3/3/2022	70568-1

Heritage Harbor  
19502 Heritage Harbor Pkwy  
Lutz, FL 33558

Project Location	19502 Heritage Harbor Pkwy
Description	Pump Replacement
Owner/Builder	Heritage Harbor
Customer Ph	Jay: 727-777-2850
Cell Phone	Marty: 813-909-4336
Work Phone	
Terms	Upon Receipt

Item	Qty.	Description	Unit	Total
SPP-3000	1	3 HP 85GS30 460 Volt 3 PH Submersible Pump & 3 PH Magnetic Starter	3,200.00	3,200.00
SP-600	63	2" Galvanized Drop Pipe - IF NEEDED Will Be @ \$10.50 Per Ft. - PLUS OR MINUS	10.50	661.50
SP-601	63	#12/3 W/Ground Submersible Wire @ \$2.25 Per Ft. - PLUS OR MINUS	2.25	141.75
SP-606	1	5" x 2" Well Seal, Splice Kit, 1/2" Vacuum Breaker, 2" x 1/2" Galvanized Bushing & Misc.	160.00	160.00
SL-800		Labor To Pull & Repalce Submersible Pump & Starter	850.00	850.00
		NOTE: Recommend New 3 PH Disconnect At Well By Electrician With Lightning Arrestor		

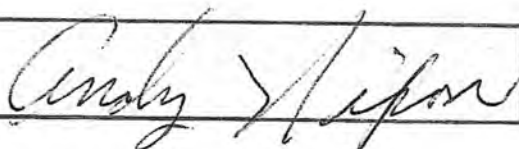
**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are hereby accepted. You are authorized to perform the work as specified. I understand that this proposal is an estimate for the work to be performed and due to the nature of the work, the well depth, quantity and type of casing, depth of drop pipe & wire, and the quantity of bags of cement may be greater or less than the estimate. I understand that Pope's Water Systems, Inc. is not responsible for damages to sidewalks, driveways, or lawns and landscapes. Warranty work will only be done during regular business hours. Balance is due upon completion.  
**PRICE QUOTED VALID FOR 30 DAYS. NO GUARANTEE OF WATER QUALITY OR AGAINST MINERALS AND/OR CHLORIDES IN WATER.**

**Subtotal** \$5,013.25

**Total** \$5,013.25

Accepted Signature & Date

Print Name



## EXHIBIT 8



**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>Under review</b>	<b>\$400.00</b>
<b>Replace Hole 13 OCS Grate</b>	<b>Approved 7-2022</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 9



PO Box 1579 Manchester MA 01944 Ph. 978-857-0569

## **Hazmat Building Condition Report**

**Date of Inspection:** 3/3/2022

**Project:** Hazmat storage shed assessment

**Location:** Heritage Harbor Golf, Lutz FL

**Prepared by** Stephen Lauber, Safety Strategy Inc.

**Purpose:**

To provide an inspection of the Hazardous material storage building used as satellite storage of Hazardous Materials at this location. The inspection is to assess the condition of the unit, it's structural integrity and adherence to current applicable codes. Assess the possibility of repair.

**Observations:**

The prefab unit was originally constructed by Safety Storage, Inc. in Charleston IL in March of 2002. The Building is equipped with lights and mechanical ventilation. Secondary containment is provided by means of an integrated sump. It is set on a concrete slab, free standing , approximately 60 ft. from an existing building.

The exterior of the building shows surface rust areas on all sides.

Two external stiffeners are corroded and structurally compromised

Door leafs are corroded inside and outside,

**Conclusions:**

- 1) The structural integrity of the unit is compromised because the structural members are corroded.
- 2) The wall system and structural member damage is extensive and will not provide the blast resistance design pressure of 100 PSF.
- 3) The design of the unit will not meet current codes for wind load, anchoring or necessary equipment for the storage of flammable materials. It lacks a fire suppression system.
- 4) Due to the compromised condition of the unit, it should be de-commissioned as it represents significant risk to the owner.
- 5) The damage is extensive enough that it cannot be repaired to industry safety standards.



Safety Storage, Inc.  
855 N. 5th Street  
Charleston, IL 61920  
Phone: (888) 345-4470  
Fax: (217) 345-4428  
<http://www.safetystorage.com>

Heritage Harbor Golf  
Paul Shortway

19650 Heritage Harbor Parkway  
Lutz, FL 33558

Quote Date: 3/3/2022  
Quote Name: Heritage Harbor Golf  
Quote Number: Q446235815

Dear Mr. Shortway:

Safety Storage, Inc., on behalf of its representative, is pleased to submit the following quotation for the manufacture of Safety Storage Product(s) specially configured per your request. The specifications for this product are attached for your review. The following quotation will be honored for a period of thirty (30) days from the date of this quote.

All applicable sales taxes are the responsibility of the customer; these taxes are not included in the price quoted. Applicable sales tax must be added to the purchase order. If tax exempt, please supply a copy of your Tax Exempt Certificate with your purchase order.

Due to unpredictable price increases we are currently experiencing in building components and materials, confirm the current purchase price before issuing any Purchase Orders.

## Quote Items

1.00 12L x 8W x 9H "S" Series Storage Building  
Nominal Ext. Dimensions 12'L X 8'W X 9'H (Optional items not included)  
Includes 1 Door(s) 60 In. W X 80 In. H  
Approx. Lbs. with Options: 6710  
Sump Capacity (Gal): 304

12.00 8'W FS/S Model - High Velocity Hurricane Zone Wind Load Upgrade (Per Linear Ft)

-1.00 Door, Double, 60 W x 80"H, 3HR Fire-Rated

1.00 Door, Double, 60 W x 80"H, 1-1/2HR Fire-Rated ( $\pm$  70 psf windstorm rating)

20.00 Shelving with Standards, Stainless Steel (Adjustable, 16 D) (Per Linear Ft.)

40.00 Shelving Additional W/O Standards, Stainless Steel (Adjustable, 16 D) (Per Linear Ft.)

1.00 Exhaust Ventilation, Exterior Low Mount (Explosion Proof) (Class I, Division 1 Groups C&D) with Snap-Type Switch (Non Explosion-Proof)

1.00 Heat Sensor - Exhaust Shutdown (Explosion-Proof) (Class I, Division 1 Groups C&D)

1.00 Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) with Exterior Light Switch (Non Explosion-Proof)

1.00 Additional Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) (Does not include switch)

1.00 Receptacle, 120V (Single Gang) While-In-Use Weather Cover (Non-Explosion-Proof)

1.00 Load Center, Single Phase (Nema 3R)

96.00 Florida Roof Coat, Required in Hurricane Zone ( Per Sq. Ft)

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**Quoted Items Price**

**43,858.26**

## Configuration Notes

- S1 Occupancy for storage only under exempt qtys
- Class I Div 2 Interior / General Purpose Exterior
- Fire suppression, if required, to be supplied and installed on site by others
- Emergency Local Alarm, if required, to be supplied and installed on site by others
- Panic Exit Device, if required, to be supplied and installed on site by others

Lead Time: 12 to 14 weeks after approval. Allow up to 5 days for Delivery. This is an estimate only; lead time affected by project complexity and production backlog at the time of order. Delivery time varies depending on location and season.

Delivery Terms are F.O.B. Origin Prepaid & Added to Invoice. Freight charges, if included in this quote, are estimated charges only. Actual charges will be determined at time of shipment. Please indicate shipping preference on your purchase order.

Please issue and mail your purchase order directly to:

Safety Storage Inc  
Bank of Ann Arbor  
P.O. Box 7484  
Ann Arbor, MI 48106

A copy of the purchase order may be emailed to:  
[sales@safetystorage.com](mailto:sales@safetystorage.com)

A copy of the purchase order may be faxed to:  
(217) 345-4428

If you should have any questions regarding this quotation, please do not hesitate to contact Sales Representative:

Stephen Lauber  
(877) 265-8820

[stevel@safetystategyinc.com](mailto:stevel@safetystategyinc.com)

Thank you for your interest in Safety Storage products. We look forward to working with you on the successful completion of this project.

Sincerely,

Lauren Wilcoxen  
Sales and Marketing Manager  
Safety Storage, Inc.  
855 N 5th Street  
Charleston, IL 61920  
Phone: 217-345-4422  
Fax: 217-345-4475

## **S Series**

- A free-standing, relocatable chemical storage and containment structure. The structure includes the following components for storage of flammable or combustible liquids and other hazardous materials.

### **STANDARD FEATURES:**

Factory Mutual System ( FM ) Approved & Labeled.

Exterior Wall Construction: Weatherproof unitized noncombustible steel construction fabricated from welded & corrosion-protected structural & heavy gauge steel sheets for maximum durability, weather resistance & rigidity

Roof/Ceiling Construction: Weatherproof unitized noncombustible steel construction, fabricated from continuously welded heavy gauge steel roof sheets for maximum durability, weather resistance & rigidity. Roof/ceiling assembly permanently attached to exterior walls.

60 W x 80 H, steel double door(s) located on front wall of building. Active door leaf (36 W x 80 H) is equipped with an exterior UL Listed keyed security lock, and passive door (24 W x 80 H) is equipped with manually operated top and bottom UL Listed surface bolts. Both door leafs equipped with hold open door latches.

Screened Air Vent(s): Air inlet vent(s) equipped with louvers and screens. The vent openings are arranged to provide air movement and prevent accumulation of hazardous vapors.

Building Base: Open channel construction for forklift and/or crane slings and under building inspections with asphaltic-based, tack-free, flexible base undercoating for superior rust and corrosion protection.

Internal Spill Containment Capacity: Minimum 30% of total storage capacity. Surpasses regulatory and Factory Mutual requirements for spill containment.

Interior Finish: High solids, chemical-resistant epoxy undercoat with a heat reflective white aliphatic polyurethane topcoat.

Exterior Finish: High solids, chemical-resistant epoxy undercoat with a heat reflective white aliphatic polyurethane topcoat.

Four (4) Hold-down Brackets (structural steel angles) for bolting to purchaser's foundation for seismic and wind load anchoring.

Static Grounding System: One (1) exterior grounding connection, one (1) 10-foot long 5/8" diameter copper-clad steel grounding rod, one (1) #4AWG copper conductor, and grounding lug(s).

Signage: D.O.T. hazard classification placard with rust-proof aluminum holder & stainless steel clips; and pressure sensitive NFPA 704 Hazard Rating Sign(s).

### **DESIGN LOADS:**

Roof Snow Load: 40 psf

Wind Load: 110 mph, Exposure C

Floor Live Load: 500 psf

Seismic Condition: Zone 4 or Performance Category E

## **High Velocity Hurricane Zone Wind Load Upgrade**

- Structural Upgrade to meet wind load requirements above SSI's standard design

### **Door, Double, 60 W x 80"H, 3HR Fire-Rated**

- UL Classified and Labeled, 3-hour fire-rated swinging type doors (One 36 W x 80 H Active Leaf and One 24 W x 80 H Inactive Leaf). Door frame and hardware are UL Listed & Labeled. Door equipped with a UL Listed self-closer, rain guard and an exterior UL Listed keyed security lock.

### **Door, Double, 60 W x 80"H, 1-1/2HR Fire-Rated (± 70 psf windstorm rating)**

- UL Classified and Labeled, 1-1/2 hour fire-rated swinging type door (60 W x 80 H). Door frame and hardware are UL Listed & Labeled. Door equipped with a UL Listed self-closer, rain guard and an exterior UL Listed keyed security lock on active leaf. (± 70 psf rating with third party approval for use in high velocity hurricane zones)

### **Shelving, Stainless Steel (Adjustable, 16 D) (Per Linear Ft.)**

- Corrosion-resistant stainless steel adjustable shelving with clear zinc-coated supporting standards and brackets. Each shelf is 16" deep with a 1" lip on its front, back and side edges for secondary spill containment. Each shelf will support a uniformly distributed load of 80 psf.

**Additional Shelving, Stainless Steel (Adjustable, 16 D) (Per Linear Ft.)**

- Additional Corrosion-resistant stainless steel adjustable shelving and brackets (supporting standards not included). Each shelf is 16" deep with a 1" lip on its front, back and side edges for secondary spill containment. Each shelf will support a uniformly distributed load of 80 psf.

**Exhaust Ventilation, Exterior Low Mount (Explosion Proof) (Class I, Division 1 Groups C&D) with Snap-Type Switch (Non Explosion-Proof)**

- Consists of a UL Listed totally enclosed (Class I, Division 1 Groups C&D) motor (60 Hz, 1-Phase) housed inside an exterior end wall enclosure. Non-static & non-sparking 12" diameter fan blade to preclude the ignition of hazardous vapors. Exterior exhaust fan housing constructed of heavy gauge steel, with an exterior polyurethane finish for maximum chemical & corrosion resistance. Interior exhaust vent located within 12" of the floor for the extraction of heavier-than-air vapors. Exterior exhaust fan port opening protected with a UL Classified fire damper having a 3-hour fire protection rating. Fire damper has a galvanized steel frame, curtain-type galvanized steel blades, and a UL Listed 165°F fusible link. Exterior exhaust port equipped with shutter assembly. Equipped with an exterior UL Listed Non Explosion-Proof fan switch (snap type) suitable for outdoor locations. Automatic system shutdown if fire occurs.

**Heat Sensor - Exhaust Shutdown (Explosion-Proof) (Class I, Division 1 Groups C&D)**

- This is required when dry chemical fire suppression system is absent. In case of fire the heat sensor will shut off at 194°F, thus disabling power to the exhaust system.

**Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) with Exterior Light Switch (Non Explosion-Proof)**

- Interior ETL/CETL-Listed (Class I, Division 2 Groups A-D) LED low profile light fixture with one 20W lamp and an exterior UL Listed Non Explosion-Proof light switch (snap type) suitable for outdoor locations.

**Additional Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D)(switch not included)**

- Additional Interior ETL/CETL-Listed (Class I, Division 2 Groups A-D) LED low profile light fixture with one 20W lamp.

**Receptacle, 120V (Single Gang) While-In-Use Weather Cover (Non-Explosion-Proof)**

- UL/CSA Listed Non Explosion-Proof Single (Single Gang) Receptacle (20A, 120V) with while-in-use weather cover. Accommodates 1 or 2 electrical appliances.

**Load Center, Single Phase (Nema 3R)**

- UL Listed, 208/120V or 240/120V, single-phase load center (NEMA 3R) with circuit breaker(s) and main breaker.

**Florida Roof Coat (Required in Hurricane Zones)**

- Acrylic Elastomeric roof coating, white, reflects 90% of infra-red heat and UV rays with a solar reflectance of 0.88/0.84 after 3 years (Required in Hurricane Zones)



## Corporate Profile

### Safety Storage, Inc.

From its start, Safety Storage, Inc. has been *the* industry leader designing high quality, cost-effective secondary containment Hazmat storage and compaction products meeting the latest compliance codes for the handling, use, containment and compaction of hazardous materials.

In **1982**, seeing rapidly expanding federal, state and local regulations and changing building, fire and environmental codes, SSI responded with the industry's *first* pre-engineered, pre-fabricated, factory-built, non-combustible hazardous material storage unit.

In **1999** SSI merged with Haz-Stor. The combined company offers the widest variety of pre-engineered secondary containment *lockers* and customized *buildings* available for use in and around an existing factory.

***Between those major milestones, SSI has introduced or offered a wide range of pre-engineered units in many sizes with sophisticated options and applications. A few are:***

- **1985** The first explosion-resistant construction for storage and dispensing
- **1988** The first 2-hour fire-rated building Classified construction
- **1992** The first 4-hour fire-rated building Classified construction
- **1994** Drive on decontamination sump for vehicles dispensing pesticides
- **1995** CTI brand hazwaste compaction systems and drum crushers acquired
- **1996** Modular units to 1500 sq. ft. to accommodate facilities expansions
- **1999** Buildings used to house and protect paint mixing equipment and operations
- **2008** The most corrosion resistant code compliant building ever, DualSafe is launched.

### **Safety Storage's Strengths – Yesterday, Today and in the Future**

- SSI is the *only manufacturer* with a nationwide local representative network to meet in person with you and meet your needs.
- SSI is the most compliant manufacturer in the industry. We are constantly reviewing and updating our designs to meet the latest codes and requirements.
- SSI works directly with you on site, identifying your needs, recognizing your site constraints, finding you standard or custom-engineered special purpose buildings, and evaluating alternatives to satisfy you and state and local authorities using Regional Sales Managers and factory-trained Sales Professionals.
- SSI assembles professional technical packages, price proposals, and engineered drawing packages necessary for acceptance and approval by insurance, building, and fire officials prior to delivery.
- SSI's factories apply state-of-the-art manufacturing practices, employ AWS certified welders, and host independent 3<sup>rd</sup> party inspectors resulting in consistent quality and cost savings.
- SSI offers you complete product liability insurance and warranties which support your needs for safe, reliable, cost-effective, compliant secondary containment building systems.

# ***PURCHASER'S RESPONSIBILITIES***

- Any building permits required must be obtained by purchaser
- Any off-loading of equipment (if not already included in contract). Crane off-loading (need spreader bars) or forklift off-loading.
- Foundation design, concrete pad and site location for the free standing materials storage building(s), and all related building supplied equipment.
- All shims required to level building to allow for proper function of doors, gravity rollers, push-back racks, etc.
- Final adjustment of doors for proper function after placement on site
- Fasteners, anchor bolts, grounding and other similar items for securing the storage building(s), loading ramps, electrical transformer (if required) for the complete installation.
- Remove any packing materials and tapes (e.g. closed and taped vent openings). Refer to Building setup instructions (drawings, Explosion relief panels, etc.))
- Arming and testing of dry chemical fire suppression system (if provided). This needs to be done by an authorized installer/dealer.
- The installation of the 10' long 5/8" diameter static electricity grounding rod and attachment of supplied conductor (wire) from rod to the building-grounding lug.
- Electrical power connections, including but not limited to, electrical wiring, conduit, supports, step down transformer, with local disconnect switch. The Standard building distribution panel is rated 120/240 VAC single phase for either 125 amp service. See building electrical schematic drawing for exact power requirement.
- Remote wiring such as required for plant interfacing and alarm notification.
- Emergency/Backup power, if required (generally for hazardous occupancy) is the purchaser's responsibility to provide and connect.
- Field touch-up painting.
- Building clean up due to environmental exposure while in transit (unless shrink wrap included in contract)
- Final site inspection, if required, by local authorities.
- Re-install Roll-Up doors and testing of doors (if provided and installation not specifically included in quotation and Purchase Order).
- Completion of sprinkler assembly and testing per NFPA 13 (if provided).
- 20-minute fire water containment for water sprinkler system to be supplied and installed on site by others (if not specifically included in quotation and Purchase Order).
- Ducting for ventilation system, if required, to be supplied and installed on site by others (if not specifically included in quotation and Purchase Order).
- Re-installation of items removed for shipping. (A/C, Mechanical Ventilation, Vent Extensions, Exterior Lights, Etc.).
- Refrigeration/Freezer units: Although your cooling system was installed and tested at the factory, it is important to have a qualified HVAC technician check your system out before putting it into service. Pressures and settings may need to be fine-tuned for your specific environmental conditions (i.e. defrost cycle times, head pressures, line pressures, etc.). PLEASE NOTE! Due to the ventilation requirements in hazardous material areas, Safety Storage cannot guarantee humidity control/condensation build up. Pre-conditioned air, if required, must be supplied and installed on site by others.
- Gas Detectors must be tested and calibrated on site.

# Safety Storage, Inc.

855 N. 5<sup>th</sup> Street, Charleston, IL 61920

# Terms & Conditions

Rev: 02/04/2022

- 1) FOB POINT: Shipping Point (Charleston, IL) unless specifically stated otherwise when quoted by Safety Storage, Inc.
- 2) FREIGHT CHARGES: Safety Storage, Inc. quotations provide "estimated" freight charges. Actual freight cost will be calculated at time of shipment and added to final invoice.
- 3) US PAYMENT TERMS: 30% down due (net 30) upon Safety Storage acknowledgement of order, with an additional 50% due (net 30) upon completion of manufacturing. Such amounts shall be invoiced and due within 30 days of invoice date. The balance due (net 30), including actual freight charges will be invoiced upon shipment and is due within 30 days of invoice date. Arrangements other than described above will require written approval from the Safety Storage CFO or CEO. Payments are calculated and paid in US Dollar currency.
- 4) PURCHASE ORDER: Your order will be added to our production schedule upon receipt of the following:
  - Credit approval
  - Approved Purchase Order
  - Signed Safety Storage Terms & Conditions
  - Tax exempt documentation if applicable
  - 30.0% down payment
  - Signed approval drawings, and or release to production
- 5) Please issue your purchase order directly to:  
Safety Storage, Inc.  
855 N. 5th Street  
Charleston, IL 61920  
Attn: Sales Manager  
Fax: 217 345-4428  
E-mail: Sales@safetystorage.com
- 6) REMIT TO ADDRESS (PAPER CHECKS):  
Safety Storage, Inc.  
Bank of Ann Arbor  
P.O. Box 7484  
Ann Arbor, MI 48106

## BANKING INFORMATION (ELECTRONIC PAYMENT):

Account Name:	Safety Storage Inc
Account Type:	Lockbox/Checking
Account Number:	211222
Routing Number:	072413735
Bank Name:	Bank of Ann Arbor
City, State, Zip:	Ann Arbor, MI 48106

- 7) CONTACT NAME: Delivery contact name and telephone number(s) must be included on the order.
- 8) PRODUCTION TIME: Orders will be scheduled for production on a first-come, first-served basis.
- 9) CREDIT APPROVAL: Credit Approval is required on all orders.
- 10) ORDER CONFIRMATION: The estimated completion date of your order will be provided after receipt and processing of the order. Note: Orders requiring state or local approvals are placed into the production schedule after receipt of such approvals.
- 11) INTERNATIONAL PAYMENT TERMS: The following will be required prior to processing of your order. Unless otherwise noted below, all terms and conditions listed above remain valid:
  - a. Original Irrevocable Letter of Credit submitted to Bank of Ann Arbor.
  - b. Irrevocable Letter of Credit must be in an acceptable form to Bank of Ann Arbor.
  - c. The expiration date of the Irrevocable Letter of Credit must be no less than six months (6 mos.) from the date the Irrevocable Letter of Credit is received by both Bank of Ann Arbor and Safety Storage, Inc.
  - d. 30% down due (net 30) upon Safety Storage acknowledgement of an order, with an additional 50% due (net 30) upon completion of manufacturing. Such amounts shall be invoiced and payment received in advance of shipping arrangements. The balance due (net 30), including freight charges, will be invoiced upon shipment and is due within 30 days of invoice date. Arrangements other than described above will require written approval from the Safety Storage CFO or CEO. Payments are calculated and paid in US Dollar currency.  
Please note that funds must be deposited using the information referenced in #6, BANKING INFORMATION above.

REGULATORY AGENCY APPROVAL: Where applicable, third party approval may be required on "closed construction" (i.e., insulated or fire-rated) units. Associated fees are not typically included in the quotation. Prior to purchase order submission, the customer is responsible for contacting the local jurisdiction to ascertain the specific requirement. If local jurisdiction deems that third party approval is not required, documentation from that agency must be provided with the purchase order. If, however, third party approval is required, estimated fees will be provided by your Safety Storage, Inc. Field Engineer and must be included on your purchase order. Upon placement of an order, Material Safety Data Sheets (MSDS) for each of the chemicals being stored in the Safety Storage building(s), quantities and container size of each chemical, and a plot plan illustrating the location of the Safety Storage building(s) relative to existing structures and/or property lines will be required to determine the occupancy classification (H2, H3, H4, H7, S1, etc). As part of the plan review, the reviewing agency may require that

additional equipment be added to the unit(s). If this should occur, the price for these additional item(s) will be quoted to the customer upon receipt of the approval and a revised purchase order will be required to proceed with the order. An estimated completion date will be provided after receipt of the third party approval (estimate 10 to 14 weeks). In addition, the reviewing agency may require that additional equipment be added to the unit(s) during the plan review process. The price for these additional items will be quoted to the customer upon receipt of the plan review and a revised purchase order may be required to proceed with processing of the order. Note: Orders requiring state or local approvals are placed into the production schedule after receipt of such approvals.

- 1) **DELIVERY ACCEPTANCE/STORAGE:** If, for any reason, the customer is unable to accept delivery of the unit(s) upon production completion and notification from Safety Storage, Inc., the customer agrees to accept title of the building(s), be invoiced for the building(s) and pay the invoice according to terms. If, after two (2) weeks after notification that the SSI building(s) is/are available for shipment, the customer is unable to take delivery of the building(s), storage charges of \$500.00 per week, per building accrue and will be invoiced weekly.
- 2) **Insurance:** It is the customer's responsibility to insure the building after title is transferred unless otherwise agreed upon by Safety Storage Inc.
- 3) **DRY CHEMICAL FIRE SUPPRESSION SYSTEM:** Systems must be shipped unarmed to preclude accidental discharge during transportation. It is the customer's responsibility to initiate a start-up and regular maintenance program for each building by contacting the nearest Representative of the fire suppression system manufacturer.
- 4) **DOCUMENTATION & PERMITTING:** A certified engineering package consisting of detailed schematics and structural calculations, necessary for permitting, are available for an additional charge, subsequent to order placement.
- 5) **OFFLOADING:** All Safety Storage, Inc. buildings are shipped on open flatbed trailers. Offloading the building(s) at the customer's site is the responsibility of the customer. Upon order entry, offloading instructions will be provided to you by the Sales Project Coordinator to enable you to arrange offloading equipment of the proper type and capacity. **NOTE:** Offloading arrangements should not be made prior to notification from Safety Storage, Inc.'s Corporate Transportation Department as to actual delivery date of the unit(s). Safety Storage, Inc. will not be responsible for any incurred offloading charges as the result of an unauthorized arrangement.
- 6) **INSTALLATION:** Installation (anchoring, electrical connections, plumbing connections, etc.) of Safety Storage, Inc. buildings are the responsibility of the customer. Unless quoted by Safety Storage Inc. and noted on the purchase order.
- 7) **PRELIMINARY LIEN:** Safety Storage, Inc. reserves the right to pre-lien orders to assure payment.
- 8) **DEMURAGE:** In the event of any delays in offloading the Safety Storage, Inc. building(s) at the delivery site caused by the customer's inability to have the site prepared, the customer will be responsible for charges assessed by the transporting company or offloading company.
- 9) **CHANGE ORDERS:** Safety Storage, Inc. will assess a minimum \$500 change order fee to make customer requested changes to a product that has been released to engineering prior to the change notification. Safety Storage, Inc. will assess a minimum \$1,000 change order fee to make customer requested changes to a product that has been released to production prior to the change notification. The aforementioned charges are over and above the cost to implement the requested changes. Changes may affect promised delivery dates.
- 10) **RESTOCKING/CANCELLATION FEES:** Safety Storage, Inc. will assess a restocking/cancellation fee of 30% of the order total. Special Order items purchased at time of cancellation will be invoiced at cost.
- 11) **SECURITY:** In the event that the customer does not pay an amount when due, Safety Storage, Inc. may, as provided by law, commence any legal action for collection of the amount due. Safety Storage, Inc. may also pursue any other legal action deemed necessary or appropriate with respect to the account. The customer agrees to pay reasonable collection fees, late charges, court costs and all other costs of collection.
- 12) **LATE CHARGES:** It is understood and agreed that all charges are due and payable in full by the 30th day after customer's receipt of invoice or agreed upon terms and conditions. Any account not paid in full within thirty (30) days of customer's receipt of invoice or negotiated terms are delinquent and will be assessed a service charge of the lower of 18% per annum, or the maximum allowable by law.
- 13) **TAXES:** All applicable sales or use taxes are the responsibility of the customer; these taxes are not included in the price quoted. Applicable sales or use taxes should be added to the purchase order. If tax exempt, please supply a copy of your Tax Exempt Certificate with your purchase order.
- 14) **LIMITED WARRANTY**
  - a. Except as indicated below, your SSI building is warranted to you as the original purchaser for one (1) year from the date of your receipt of the SSI building. Defects must be reported to the SSI Customer Service Department within one (1) year of your receipt of the SSI building. SSI will replace or repair, at SSI's option, any product which, in its opinion, is defective and has not been tampered with, modified, subjected to an accident, misuse or abuse, subjected to use in extreme conditions not expressly communicated to SSI or not maintained, inspected and tested in accord with the Maintenance Manual. At the option of the SSI Customer Service Department, a product shall be replaced or repaired at the customer's site using factory personnel or outside contractors under SSI's direction.
  - b. Fifteen (15) Limited Structural Warranty - Safety Storage, Inc., will warrant structural components (e.g., load-bearing walls, floor supports, sump structure and roof) for a period of fifteen (15) years from the date of purchase.

Twenty (20) Year Limited Structural Warranty Option - An additional five (five) year warranty can be purchased at the time of Purchase Order Sale, extending the Limited Structural Warranty to twenty (20) years. Contact SSI Sales for details and a quotation.

SSI will replace or repair, at SSI's option, within the warranty period, any structural component which, in its opinion is defective and has not been tampered with, modified, subjected to an accident, misuse or abuse, neglect, subjected to use in extreme conditions not expressly communicated to Safety Storage, Inc., or not maintained, inspected and tested in accord with the SSI Maintenance Manual shipped with the product. At the option of the SSI Customer Service Department, a structural component shall be replaced or repaired at the customer's site using factory personnel or outside contractors under SSI's direction. This limited warranty does not apply to the installation of optional equipment by others. If the product must be returned to SSI or its authorized subcontractor for warranty repair work, all installed equipment not covered under warranty must be removed (by others) prior to shipment.

- c. **Limited Purchased Products or Parts Warranty** - Items that are not manufactured but purchased by SSI are warranted against defects resulting from the original manufacturer's fabrication process or parts for one (1) year from the date of delivery. Such items include but are not limited to: switches, lights, electrical boxes, air conditioners, heaters, fan motors, dry chemical fire protection equipment, fusible links, door closures, door locks, electrical relays, thermostats, pressure relief valves, shut-off valves, etc. Such items should be returned to SSI's Charleston, IL factory with the prior approval of the SSI Customer Service Department. Evaluation of each reported defective part will be made by the original manufacturer or agent thereof and their judgment shall be final. Upon Safety Storage, Inc.'s receipt of the original receipts, the Customer will be reimbursed for the postal charges, duties and insurance where applicable. SSI will replace or repair, at SSI's option, any purchased product or part which, in its

opinion is defective and has not been tampered with, modified, subjected to an accident, misuse or abuse, neglect, subjected to use in extreme conditions not expressly communicated to Safety Storage, Inc., or not maintained, inspected and tested in accord with the SSI Maintenance Manual shipped with the product. At the option of the SSI Customer Service Department, a purchased product or part shall be replaced or repaired at the customer's site using factory personnel or outside contractors under SSI's direction. This limited warranty does not apply to the installation of optional equipment by others. If the product must be returned to SSI or its authorized subcontractor for warranty repair work, all installed equipment not covered under warranty must be removed (by others) prior to shipment.

- a. These limited warranties are the original purchaser's exclusive warranties and replace all other warranties or conditions, expressed or implied.
- b. Items Not Covered By Warranty - Safety Storage, Inc., does not warrant uninterrupted operation of building systems or lost production or function caused by warranty issues. Any technical support provided for a product under warranty, such as telephone assistance with "how to" questions and those regarding building and product setup and installation will be provided without warranties of any kind.
- c. Warranty Work:
  - Before Safety Storage, Inc., will approve return of any products under warranty, the Purchaser must ensure that the product(s) are free of any legal obligations or restrictions and obtain written authorization from the legal owner.
  - Prior to any on-site warranty work by SSI or its authorized subcontractor(s), the Purchaser will provide sufficient, free, and safe access the Purchaser's facilities to permit warranty repair(s).
  - Safety Storage, Inc., is responsible for the loss of, or damage to, warranted products while they are in SSI's possession. While products are in transit, any damage or loss will be the responsibility of the transporter.

- 1) **DISCLAIMER AND LIMITATION OF DAMAGES:** Except as stated in Safety Storage, Inc.'s "Limited General Warranty", "Limited Structural Warranty" and "Limited Purchased Products or Parts Warranty", SSI makes no other warranties whatsoever, whether express or implied, including the warranties of merchantability and fitness for particular purpose. SSI does not assume or authorize any person to assume for it any liability in connection with the damage. Under no circumstances, shall SSI be liable for any special, incidental, consequential, or indirect damage. SSI's maximum liability for any direct damages shall be limited to the purchase price paid by the customer for the particular product. Under no circumstances will SSI be liable for any third party claims against the original purchaser.

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Customer's Signature

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Date

---

Customer's Name



Safety Storage Inc.  
855 North 5<sup>th</sup> Street  
Charleston, IL 61920  
888-345-4470  
Fax: 217-345-4428

## Credit Application

### 1. Company Information

Full Legal Name/Business Entity	Phone #	Fax #
Doing Business As (DBA)		
Billing Address	City	State Zip
Company Type: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Franchise <input type="checkbox"/> Corporation <input type="checkbox"/> Other:		
D&B Number	Year Business Established	Annual Sales Type of Business
Federal Tax ID (If Incorporated)		State of Incorporation
E-Mail Address(es):		Website:

### 2. Bank References

Bank Name	Account Number	Contact
Address	City	State Zip Phone #

### 3. Trade Credit References

Company Name	Contact	Fax #
Address	City	State Zip Phone #

### 4. Trade Credit References

Company Name	Contact	Fax #
Address	City	State Zip Phone #

### 5. Trade Credit References

Company Name	Contact	Fax #
Address	City	State Zip Phone #

We hereby apply for credit and affirm financial responsibility, ability and willingness to pay invoices in accordance with published terms. The above information is warranted to be true and complete. We hereby authorize you to verify and collect information on us, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. We agree to pay a monthly finance charge of the maximum applicable state rate on all past due balances. We agree to pay all costs of collection and litigation on this account in accordance with the laws of the Creditor's State of Incorporation. We agree that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Creditor.

Authorized Signature/Title: \_\_\_\_\_

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

## EXHIBIT 10



2101 Cantu Court, Sarasota FL 34232  
300 Technology Park, Lake Mary FL 32746  
7037-37 Commonwealth Avenue, Jacksonville FL 32220

**Q-09882**

Date: July 27, 2022  
Expires: August 22, 2022

**Detailed Equipment Specifications**

Total Units	Qty	Model No.	Description	Unit Price	Extended Price
1	1	31905	Toro Groundsmaster 1200	\$28,295.11	\$28,295.11

**Equipment Summary:**

Toro Commercial: \$28,295.11

Equipment Total: \$28,295.11

Sales Tax: \$0.00

Grand Total: \$28,295.11

**Warranty**

The above quote meets or exceeds ANSI Safety Specification— excludes Pre-Owned Equipment. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to [rob.beatenhead@wescoturf.com](mailto:rob.beatenhead@wescoturf.com) or fax 941.487.6889. Time of delivery may vary, please check when placing order.

Signed: \_\_\_\_\_

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

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

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

*Rob Beatenhead*

Commercial Golf Territory Manager

(941) 915-7867, [rob.beatenhead@wescoturf.com](mailto:rob.beatenhead@wescoturf.com)





2101 Cantu Court, Sarasota FL 34232  
300 Technology Park, Lake Mary FL 32746  
7037-37 Commonwealth Avenue, Jacksonville FL 32220

**Q-09882**

Date: July 27, 2022  
Expires: August 22, 2022

**Prepared For:**

Paul Shortway  
Equipment Manager  
Heritage Harbor Golf and Country Club  
19502 Heritage Harbor Parkway  
Lutz, FL 33558

**Ship To:**

HERITAGE HARBOR GOLF CLUB  
19650 HERITAGE HARBOR PARKWAY  
LUTZ, FL 33558-9743

**Quotation Summary**

State Contract Number: 25101900-21-STC

Qty	Model No	Description	Unit Price	Extended Price	Finance Term	Approx Mth Pymt
1	31905	Toro Groundsmaster 1200	\$28,295.11	\$28,295.11	48 CSC	\$683.61

All Financing Provided by: The Huntington National Bank

**Total Approximate Monthly Payments: \$683.61**

A \$ 250.00 Documentation Fee will be included with the first payment.

Please note: All lease payments are approximate and subject to credit approval. First payment in advance. Estimated lease payments are subject to financial conditions at the time of lease commencement. Wesco Turf is not responsible for any fluctuations in lease rates resulting in higher payments. **FMV monthly lease payment quoted does not include any applicable state and local sales taxes or property taxes.**

## EXHIBIT 11



## 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



**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 1/2" 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

# \*\*\*\*\*EDS Drainage Solutions Inc.

13318 Meergate  
Circle, Orlando, FL  
Phone: 407-663-4676

PROPOSAL SUBMITTED TO	PHONE	DATE
Brent Henman	4076830480	1/13/2022
STREET		JOB NAME
19502 Heritage Harbor Pkwy		Heritage Harbor Club Golf Course
CITY, STATE & ZIP CODE		JOB LOCATION
Lutz, FL 33558		Golf Course
ARCHITECT	DATE PLANS	JOB PHONE
Edward Lewis	January 2022	4076830480

We hereby submit specifications and estimates for: _____
_____
Golf Cart cleaning area
Supply and Install 8" corrugate solid pipe - 75 feet
Supply and install 2 - 12"x12" catch basin - one of the catch basin will be installed in the paved area to stop grass, mud and debry from getting into to drain
_____
_____
_____
_____
_____
_____

**We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: \$ \$2380.50**

**Not Responsible for wires, cables, pipes, sprinklers lines etc. buried in the work area.**

**Not Responsible for sod, landscape, concrete, blacktop, etc. replacement.**

**Any repair/replacement of above items will be billed at additional cost.**

**V k Payment to be made as follows: 50% down at the time of acceptance.**

**Balance due upon competition of work outlined above.**

**A late fee of \$25.00 plus a monthly finance charge of 1 ½ will be imposed on past due accounts.**

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our worker is fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 15 days. Authorized Signature \_\_\_\_\_

Acceptance of Proposal – The above prices specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made outlined above. A late fee of \$25.00 plus a monthly finance charge of 1 ½ will be imposed on all past due accounts. This is an annual percentage rate of 18%. V We reserve the right to remove all materials upon failure of payment. Any costs associated with collection on unpaid balance will be added to the total past due. Date of Acceptance----- Print Name----- Signature

# \*\*\*\*\*EDS Drainage Solutions Inc.

13318 Meergate  
Circle, Orlando, FL  
Phone: 407-663-4676

PROPOSAL SUBMITTED TO	PHONE	DATE
Brent Henman	4076830480	1/13/2022
STREET		JOB NAME
19502 Heritage Harbor Pkwy		Heritage Harbor Club Golf Course
CITY, STATE & ZIP CODE		JOB LOCATION
Lutz, FL 33558		Golf Course
ARCHITECT	DATE PLANS	JOB PHONE
Edward Lewis	January 2022	4076830480

We hereby submit specifications and estimates for: _____
_____
Golf course holes 13
Supply and Install 8" corrugate solid pipe - 75 feet
Supply and install 2 - 12"x12" catch basin to drain off into pond
_____
_____
_____
_____
_____
_____
_____

**We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: \$ \$2380.50**

**Not Responsible for wires, cables, pipes, sprinklers lines etc. buried in the work area.**

**Not Responsible for sod, landscape, concrete, blacktop, etc. replacement.**

**Any repair/replacement of above items will be billed at additional cost.**

**V k Payment to be made as follows: 50% down at the time of acceptance.**

**Balance due upon completion of work outlined above.**

**A late fee of \$25.00 plus a monthly finance charge of 1 ½ will be imposed on past due accounts.**

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our worker is fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 15 days. Authorized Signature \_\_\_\_\_

Acceptance of Proposal – The above prices specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made outlined above. A late fee of \$25.00 plus a monthly finance charge of 1 ½ will be imposed on all past due accounts. This is an annual percentage rate of 18%. V We reserve the right to remove all materials upon failure of payment. Any costs associated with collection on unpaid balance will be added to the total past due. Date of Acceptance----- Print Name----- Signature

# \*\*\*\*\*EDS Drainage Solutions Inc.

13318 Meergate  
Circle, Orlando, FL  
Phone: 407-663-4676

PROPOSAL SUBMITTED TO	PHONE	DATE
Brent Henman	4076830480	1/13/2022
STREET		JOB NAME
19502 Heritage Harbor Pkwy		Heritage Harbor Club Golf Course
CITY, STATE & ZIP CODE		JOB LOCATION
Lutz, FL 33558		Golf Course
ARCHITECT	DATE PLANS	JOB PHONE
Edward Lewis	January 2022	4076830480

We hereby submit specifications and estimates for: \_\_\_\_\_

Golf course holes 1, 4, 6, 9, 10, 17 are considered to be the biggest problem holes -

Hydro Jet out drain lines by using high-pressure water streams through specialized jetting nozzles

to dislodge and clear obstructions, backups, at each one of the these holes in order to determine

the drainage system is still working properly.

**We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: \$ \$5000.00**

**Not Responsible for wires, cables, pipes, sprinklers lines etc. buried in the work area.**

**Not Responsible for sod, landscape, concrete, blacktop, etc. replacement.**

**Any repair/replacement of above items will be billed at additional cost.**

**V k Payment to be made as follows: 50% down at the time of acceptance.**

**Balance due upon completion of work outlined above.**

**A late fee of \$25.00 plus a monthly finance charge of 1 ½ will be imposed on past due accounts.**

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our worker is fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 15 days. Authorized Signature \_\_\_\_\_

Acceptance of Proposal – The above prices specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made outlined above. A late fee of \$25.00 plus a monthly finance charge of 1 ½ will be imposed on all past due accounts. This is an annual percentage rate of 18%. V We reserve the right to remove all materials upon failure of payment. Any costs associated with collection on unpaid balance will be added to the total past due. Date of Acceptance----- Print Name----- Signature



# \*\*\*\*\*EDS Drainage Solutions Inc.

13318 Meergate  
Circle, Orlando, FL  
Phone: 407-663-4676

PROPOSAL SUBMITTED TO	PHONE	DATE
Brent Henman	4076830480	1/13/2022
STREET		JOB NAME
19502 Heritage Harbor Pkwy		Heritage Harbor Club Golf Course
CITY, STATE & ZIP CODE		JOB LOCATION
Lutz, FL 33558		Golf Course
ARCHITECT	DATE PLANS	JOB PHONE
Edward Lewis	January 2022	4076830480

We hereby submit specifications and estimates for: \_\_\_\_\_

\_\_\_\_\_

Golf course holes 2, 3, 5, 7, 8, 11, 12, 14, 15, 18

Hydro Jet out drain lines by using high-pressure water streams through specialized jetting nozzles

to dislodge and clear obstructions, backups, at each one of the these holes in order to determine

the drainage system is still working properly.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: \$ \$3500.00**

**Not Responsible for wires, cables, pipes, sprinklers lines etc. buried in the work area.**

**Not Responsible for sod, landscape, concrete, blacktop, etc. replacement.**

**Any repair/replacement of above items will be billed at additional cost.**

**V k Payment to be made as follows: 50% down at the time of acceptance.**

**Balance due upon completion of work outlined above.**

**A late fee of \$25.00 plus a monthly finance charge of 1 ½ will be imposed on past due accounts.**

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our worker is fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 15 days. Authorized Signature \_\_\_\_\_

Acceptance of Proposal – The above prices specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made outlined above. A late fee of \$25.00 plus a monthly finance charge of 1 ½ will be imposed on all past due accounts. This is an annual percentage rate of 18%. V We reserve the right to remove all materials upon failure of payment. Any costs associated with collection on unpaid balance will be added to the total past due. Date of Acceptance----- Print Name----- Signature

## EXHIBIT 12



**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 # 11 (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.

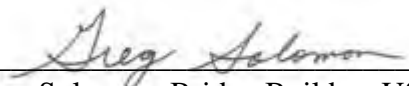
Any backfilling, finish grading, or other related work by others.

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:

\_\_\_\_\_