



***HERITAGE HARBOR
COMMUNITY DEVELOPMENT DISTRICT***

Agenda Package

Regular Meeting

***Tuesday
November 14, 2023
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

250 International Parkway, Suite 208
Lake Mary FL 32746
(321) 263-0132

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, November 14, 2023, at 5:30 p.m.** at the **Heritage Harbor Clubhouse, 19502 Heritage Harbor Parkway, Lutz, FL 33558.**

An 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.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-285 or tdobson@dpfgmc.com. We look forward to seeing you at the meeting.

Sincerely,

Tish Dobson

Tish Dobson
District Manager

Cc: Attorney
Engineer
District Records

District: **HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, November 14, 2023
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

Zoom Link:

<https://vestapropertyservices.zoom.us/j/9139899080?pwd=aFdWVzFxb3Y0L2w4eG9VTnZRakl0UT09>

Revised Agenda

- I. Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual for agenda items)*
- III. Double-Bogeys – Jamey McMullen**
- IV. Presentation of Proof of Publication(s)**
- V. Landscape & Pond Maintenance**
 - A. Greenview Landscape as Inspected by OLM – October 30, 2023 – 95% [Exhibit 1](#)
 - B. Steadfast Environmental – Waterway Inspection Report [Exhibit 2](#)
- VI. Consent Agenda**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held October 10, 2023 [Exhibit 3](#)
 - B. Consideration for Acceptance – The September 2023 Unaudited Financial Report [Exhibit 4](#)
- VII. Business Matters**
 - A. Consideration of Southscapes Landscape Maintenance Mulch Installation Proposal [Exhibit 5](#)
 - B. Consideration of Double Bogeys Landlord Consent & Waiver Agreement [Exhibit 6](#)
 - C. Consideration of 2nd Amendment to Sublease Agreement & Golf Course Concession [Exhibit 7](#)
 - D. Consideration of Club Car Used Golf Cart Proposal [Exhibit 8](#)
 - E. Review of HCSO Service Increase [Exhibit 9](#)
 - F. Presentation of HOA/CDD Letter [Exhibit 10](#)
 - G. Presentation of Notice of Determination [Exhibit 11](#)

VIII. Staff Reports

- A. District Attorney
- B. District Engineer
- C. **District Manager & Field Operations Report**
- D. Golf Operations

[Exhibit 12](#)

IX. Supervisors Requests

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

XI. Next Meeting Quorum Check: December 12, 5:30 PM

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

XII. Adjournment

EXHIBIT 1



HERITAGE HARBOR CDD

LANDSCAPE INSPECTION

October 30, 2023

ATTENDING:

ADAM RHUM – GREENVIEW LANDSCAPING

PAUL WOODS – OLM, INC.

SCORE: 95%

**NEXT INSPECTION
NOVEMBER 16, 2023 AT 9:00 AM**

CATEGORY I: MAINTENANCE CARRYOVER ITEMS

NONE

CATEGORY II: MAINTENANCE ITEMS

CYPRESS GREEN DRIVE ENTRANCE

1. Remove grass and weeds obstructing waterflow at the at the mitered end section of the storm water culvert
2. Thoroughly remove trash and debris along the Lutz Lake Fern Road frontage.
3. Continue to line trim or mow areas of saturation as accessible.
4. Prune back wood line overgrowth extending into exposed mowable areas.

MAIN ENTRANCE

5. Use a flat shovel to remove sand/gravel accumulations along Miami curbs on the inbound right-of-way.
- 6.
7. Remove Spanish Moss from Azaleas and Oak trees.
- 8. Confirm fertilizations of turf along right-of-ways is complete.**
9. Near the bridge to the golf green: Control weeds in Liriope planting.
10. Lightly hand prune Dwarf Oleander at the Bridgeport village entrance so it is not obstructing visibility of the signage.

HARBOR TOWNE

11. Fertilize Loropetalum.
12. Remove pruning debris from grass stands adjacent to the driving range.
13. Adjacent to the tennis court and basketball court parking: Prune and elevate downward growth.
14. Control weeds in irrigated turf.

15. Continue removing debris along curbs throughout the parking lot during weekly visits.
16. Around the perimeter of the wood line: Use a brush blade to reestablish a buffer. I recommend a nonselective control to reduce regrowth of weedy material.

COMMONS

17. Heritage Harbor Pkwy: Continue to prune back wood line overgrowth extending over the handrail.
18. Remove or discretely dispose of visible wood line pruning debris.
19. Lutz Lake Fern Road frontage: Push back wood line overgrowth.
20. Remove debris accumulations from the mitered end sections to the west of the main entrance.
21. Lutz Lake Fern Road: Remove Spanish Moss up to 15 feet from Oak trees.
22. Island: Groom White Bird of Paradise.
23. Near the Harbor Lake Drive/Fishermans Bend Drive intersection: Prune back wood line overgrowth near the outflow skimmer for the retention pond.
24. New Haven monument: Remove Brazilian Pepper from Viburnum/Wax Myrtle hedgerow.
25. Monterey Bay village entrance: Improve or repair Gold Mound Duranta.
26. Detail all sidewalks of any overhang, debris, or crack weeds during weekly visits.
27. 19200 block of Heritage Harbor Pkwy: Confirm irrigation coverage as the Viburnum hedgerow appears drought stressed.

CATEGORY III: IMPROVEMENTS – PRICING

1. 19200 block of Heritage Harbor Pkwy: Provide a price to infill Viburnum to reestablish screening.

CATEGORY IV: NOTES TO OWNER

NONE

CATEGORY V: NOTES TO CONTRACTOR

NONE

cc: Jackie Leger jleger@dpfgmc.com
Tish Dobson tdobson@dpfgmc.com
Ray Leonard rleonard@greenacre.com
Larry Rhum debs@greenviewfl.com

HERITAGE HARBOR CDD

MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5		
TURF FERTILITY	15		Monitor green up
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10	-2	Crabgrass
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5		
WEED CONTROL – BED AREAS	10		
PLANT INSECT/DISEASE CONTROL	10		
PRUNING	10	-3	Woodlines
CLEANLINESS	10	-3	Weekly curb and woodline detail
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		
CARRYOVERS	5		

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

Date: 10-30-23 _____ Score: 95 Performance Payment™100 _____

Contractor Signature: 

Inspector Signature: 

Property Representative Signature: _____

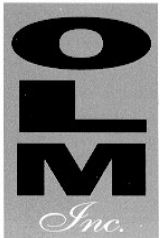


EXHIBIT 2



Heritage Harbor Aquatics

Inspection Date:

11/3/2023 11:09 AM

Prepared by:

Niklas Hopkins

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: 13

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Very minimal amounts of subsurface algae observed along parts of the perimeter. Other than that pond is in excellent condition.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" 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: 14

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Pond is in great condition. Torpedo grass was observed in minimal amounts along parts of the shoreline. Technician will target this grass during the next visit.

<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 type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" 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: 17

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

No nuisance vegetation was observed. Pond is in excellent condition.

<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: 18

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This pond is also in excellent condition. No subsurface or surface algae was present at the time of this inspection. Routine maintenance and monitoring will occur here.

<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: 19

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

No nuisance vegetation was observed. Water level is a little bit low. Pond is in excellent condition.

<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"/> Cyanobacteria
		<input type="checkbox"/> Planktonic		
<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: 47

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Very minor amounts of torpedo grass observed along parts of the perimeter of the pond. Technician will treat accordingly during future maintenance events.

<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"/> Cyanobacteria
		<input type="checkbox"/> Planktonic		
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" 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: 48

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Pond is in excellent condition. No nuisance species were observed. Technician will continue to run routine maintenance.

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

SITE: 49

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Some organic material was observed at the bottom of the pond. Minor amounts of nuisance grasses were also noted along the shoreline. Technician will target nuisance species during future maintenance events.

<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 type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:

Inspection Report

SITE: 50

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level is a bit low. Pond is in excellent condition, no nuisance vegetation growth was observed.

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

SITE: 51

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level is low. No nuisance vegetation was present. Routine maintenance and monitoring will occur here.

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

MANAGEMENT SUMMARY



As we move into November, we are finally seeing a change in the weather conditions influencing the ponds. Cooler temperatures are becoming more commonplace in the mornings and nights, though higher daytime temperatures and sunshine still contribute to rapid algae growth during daytime hours. As the days shorten and the season progresses these bloom events will taper off. Rain events are becoming less frequent, leading to extended decay times for surface algae. Additionally, water levels across most ponds will/are decreasing. Technicians on-site are currently providing both reactive and proactive treatment to the growth. If any algal activity is found to be actively growing around the shoreline and shallow areas it is immediately targeted with algaecides. Ponds which historically (in our experience) produce algal activity are pre-treated with algaecides even if none are present in an effort to get ahead of the growth.

Most of the inspected ponds were in great or excellent condition. The main point of focus going forward is going to be tackling the surface algae and nuisance grasses present in some of the ponds, most of which was along the perimeters of the ponds. Some of which seemed to be on its way out and decaying. Remaining regrowth will be targeted during the next visitation. With the temperatures starting to drop, results of treatments will become more and more apparent. Full dissolution of algae and submersed weeds is typically expected within 7-10 days post treatment. We will continue on with routine treatment with the goal of eradicating as much of this nuisance vegetation as possible.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid overtreating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA



Heritage Harbor CDD
Heritage Harbor Pkwy, Lutz, FL

Gate Code:

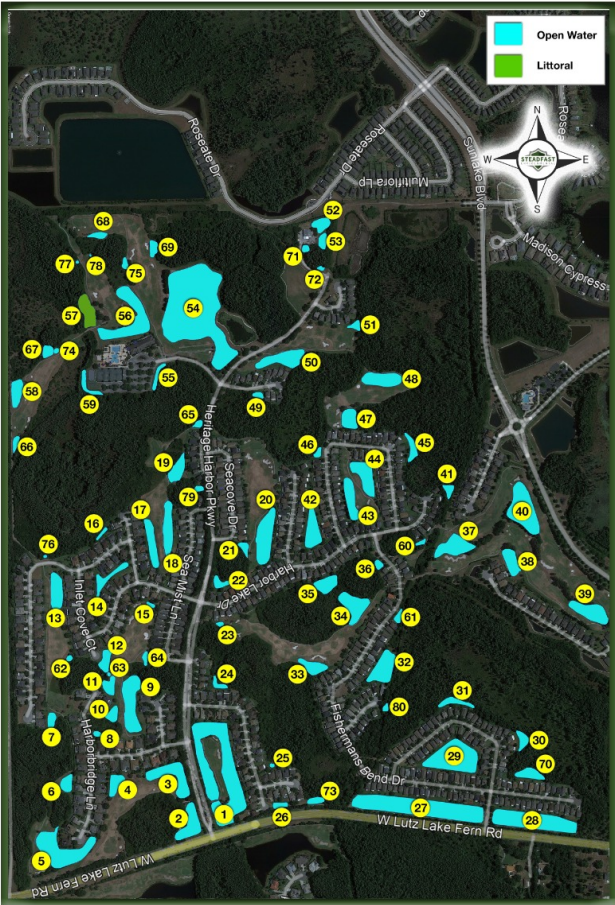


EXHIBIT 3

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, October 10, 2023 at 5:30 p.m. at the Heritage Harbor Clubhouse, 19502
6 Heritage 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	Shelley Grandon	Board Supervisor, Chairwoman
11	Russ Rossi	Board Supervisor, Vice Chairman
12	Jeffrey Witt	Board Supervisor, Assistant Secretary
13	David Penzer	Board Supervisor, Assistant Secretary
14	Clint Swigart	Board Supervisor, Assistant Secretary

15 Also present were:

16	Tish Dobson	District Manager, Vesta District Services
17	Tonja Stewart (<i>via phone</i>)	District Engineer, Stantec
18	John Panno	Golf Course Manager
19	Michael Broadus	Straley, Robin, & Vericker
20	Jamey McMullen	Double Bogey's
21	Deputy Duran	Hillsborough County Sheriff
22	Elaine Kaufman	Resident
23	Janet Morin	Resident
24	Christy Dombroski	Resident

25 *The following is a summary of the discussions and actions taken at the October 10, 2023 Heritage Harbor*
26 *CDD Board of Supervisors Regular Meeting.*

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

28 Ms. Kaufman asked for clarification regarding the pool slide insurance and who could be
29 additionally insured on it.

30 Ms. Dombroski asked about the Aquatics management of dead fish and the safety of the chemicals
31 used in the ponds. Discussion ensued.

32 **THIRD ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

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

34 A. Exhibit 2: Greenview Landscape as Inspected by OLM – September 28, 2023 – 93.5%

35 B. Exhibit 3: Steadfast Environmental – Waterway Inspection Report

36 Ms. Stewart addressed the addition of aquatic plantings. Discussion ensued.

37 **This item was presented out of order after Deputy Duran's report.**

38 C. Exhibit 4: Consideration of Steadfast Environmental Aquatic Plantings Proposal

39 Ms. Stewart provided her insight on the proposal being presented.

40 On a MOTION by Ms. Grandon, SECONDED by Mr. Witt, WITH ALL IN FAVOR, the Board approved
41 the Steadfast Environmental Aquatic Plantings proposal, in the amount of \$1,350.00, for the Heritage
42 Harbor Community Development District.

43 **The meeting moved to Item C. Exhibit 9 under the Sixth Order of Business – Business**
44 **Matters, at this time.**

45 **FIFTH ORDER OF BUSINESS – Consent Agenda**

46 A. Exhibit 5: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
47 Held September 12, 2023

48 On a MOTION by Mr. Witt, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board approved the
49 Minutes of the Board of Supervisors Regular Meeting Held September 12, 2023, for the Heritage Harbor
50 Community Development District.

51 B. Exhibit 6: Consideration for Acceptance – The August 2023 Unaudited Financial Report
52 Discussion ensued.

53 On a MOTION by Mr. Witt, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board accepted the
54 August 2023 Unaudited Financial Report, for the Heritage Harbor Community Development District.

55 **SIXTH ORDER OF BUSINESS – Business Matters**

56 A. Exhibit 7: Consideration of Southscapes Landscape Proposals

57 1. Mulching

58 Discussion ensued. This item was tabled until further notice.

59 2. Jasmine Installation

60 Discussion ensued. This item was tabled until further notice.

61 Mr. McMullen provided his report to the Board regarding Double Bogey’s. Discussion ensued
62 regarding marketing and signage on the Guard House/roadside/clubhouse.

63 Discussion ensued regarding other avenues of exposure for the restaurant.

64 B. Exhibit 8: Consideration of Club Car Café Express Golf Cart Proposal

65 Discussion ensued.

66 On a MOTION by Mr. Penzer, SECONDED by Mr. Witt, WITH ALL IN FAVOR, the Board approved the
67 Club Car Café Express Golf Cart, for the 48-month lease, for the Heritage Harbor Community Development
68 District.

69 Discussion ensued, and the motion was amended as follows.

70 On an amended MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the
71 Board approved the Club Car Café Express Golf Cart & Food Warmer Bag proposal, for the 48-month
72 lease, for the Heritage Harbor Community Development District.

73 **The meeting moved to Item D under the Seventh Order of Business – Staff Reports.**

74 **This item was not originally on the agenda.**

75 Deputy Duran, from HCSO, provided his report for the month to the Board. Discussion ensued.

76 C. Exhibit 9: Consideration of U.S. Water Services Reclaimed Water Meter Proposal

77 Ms. Stewart provided an update regarding reclaimed water. Discussion ensued.

78 **The meeting moved to Exhibit 13 at this time.**

79 D. Exhibit 10: Consideration of Wayne’s World of Refrigeration – Freezer Replacement Proposal

80 Discussion ensued.

81 On a MOTION by Mr. Rossi, SECONDED by Mr. Swigart, WITH ALL IN FAVOR, the Board approved
82 the Wayne’s World of Refrigeration Freezer Replacement proposal, in the amount of \$11,797.32 to be GL
83 Coded as Reserves, for the Heritage Harbor Community Development District.

84 E. Exhibit 11: Consideration of Pool Slide Insurance Request

85 Discussion ensued. This item was tabled indefinitely.

86 F. Exhibit 12: Consideration of Cypress Green Entrance Electrical Proposal Options

87 Discussion ensued.

88 1. G.L. Polk & Company Inc.

89 2. HIMES

90 On a MOTION by Ms. Grandon, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board approved
91 the Himes Electrical Cypress Green Entrance Electrical proposal, in the amount of \$3,003.00, for the
92 Heritage Harbor Community Development District.

93 **This item was presented out of order after Exhibit 9.**

94 G. Exhibit 13: Consideration of Guardhouse Roofing Proposal Options

95 Discussion ensued regarding the previously approved proposal versus the new proposal being
96 presented.

97 1. Classic Roofing & Construction

98 2. Mitchell Roof systems – *previously presented*

99 On a MOTION by Ms. Grandon, SECONDED by Mr. Swigart, WITH ALL IN FAVOR, the Board
100 approved the Classic Roofing & Construction Guardhouse Roof, Fascia, and Soffits Replacement proposal,
101 in the amount of \$18,500.00, for the Heritage Harbor Community Development District.

102 **The meeting moved back to Exhibit 10 at this time.**

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

104 A. District Attorney

105 **This item was not originally on the agenda.**

106 Ratification of Double Bogey’s 2nd Amendment to Sub-Lease Agreement.

107 On a MOTION by Ms. Grandon, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board ratified
108 the Double Bogey’s 2nd Amendment to Sub-Lease Agreement, for the Heritage Harbor Community
109 Development District.

110 B. District Engineer

111 C. Exhibit 14: District Manager & Field Operations Report

112 **This item was presented out of order after Item B under the Sixth Order of Business –**
113 **Business Matters.**

114 D. Golf Operations

115 Mr. Panno provided his report for the month to the Board. Discussion ensued.

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

117 Mr. Rossi made a request for John and Marty to receive bonuses.

118 On a MOTION by Mr. Rossi, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved
119 bonuses for both John and Marty, for the Heritage Harbor Community Development District.

120 Discussion ensued regarding the bonuses, and the motion was amended as follows.

121 On an amended MOTION by Mr. Rossi, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board
122 approved the amended bonus amounts for both John and Marty, for the Heritage Harbor Community
123 Development District.

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

125 There being none, the next item followed.

126 **TENTH ORDER OF BUSINESS – November 14, 5:30 PM**

127 Supervisor Penzer, Supervisor Grandon, Supervisor Witt, and Supervisor Rossi stated that they
128 would be present at the Tuesday, November 14th Board meeting at 5:30 PM. Supervisor Swigart
129 was unsure if he'd be in attendance.

130 **ELEVENTH ORDER OF BUSINESS – Adjournment**

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

133 On a MOTION by Mr. Rossi, SECONDED by Mr. Witt, WITH ALL IN FAVOR, the Board adjourned the
134 meeting at 7:54 p.m. for the Heritage Harbor Community Development District.

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

138 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
139 **meeting held on November 14, 2023.**

140

Signature

Signature

Printed Name

Printed Name

141 Title: Secretary Assistant Secretary

Title: Chairman Vice Chairman

EXHIBIT 4

Heritage Harbor
Community Development District

Financial Statements
(Unaudited)

Preliminary

September 30, 2023

Financial Snapshot - General Fund

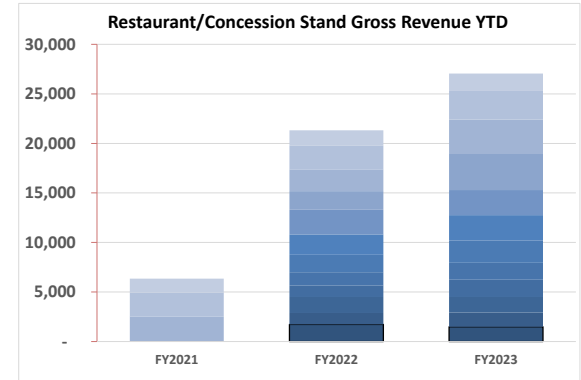
Revenue: Net Assessments % Collected YTD			
	FY 2022 YTD	FY 2023 YTD	
General Fund	100.4%	100.4%	
Debt Service Fund	100.4%	N/A	

Expenditures: Amount Spent YTD			
	FY 2022 YTD	FY 2023 YTD	
General Fund			
Administration	\$ 164,187	\$ 451,554	
Field	542,425	532,663	
Total General Fund	\$ 706,612	\$ 984,217	
% of Actual Expenditures Spent of Budgeted Expenditures	75%	87%	

Cash and Investment Balances			
	Prior Year YTD	Current Year YTD	
Operating Accounts	\$ 694,283	\$ 870,102	

Financial Snapshot - Enterprise Fund - Restaurant/Pro Shop

Pro Shop Concession Stand Gross Revenue YTD			
	FY2021	FY2022	FY2023
October	-	1,729	1,489
November	-	1,148	1,441
December	-	1,627	1,567
January	-	1,169	1,746
February	-	1,332	1,707
March	-	1,757	2,257
April	-	2,056	2,555
May	-	2,484	2,536
June	27	1,884	3,640
July	2,510	2,195	3,456
August	2,402	2,375	2,896
September	1,406	1,573	1,756
Yearly Total	\$ 6,346	\$ 21,328	\$ 27,045



Financial Snapshot - Enterprise Fund - Golf Activity

Revenue	Actual	Actual	Actual
	FY 2021 - YTD	FY 2022 - YTD	FY 2023 - YTD
Golf Course	\$ 1,084,488	\$ 1,197,733	\$ 1,506,593
Pro Shop	45,283	77,715	95,817
Cost of Goods Sold	(21,678)	(24,205)	(47,065)
Total Gross Profit	\$ 1,108,093	\$ 1,251,243	\$ 1,555,345

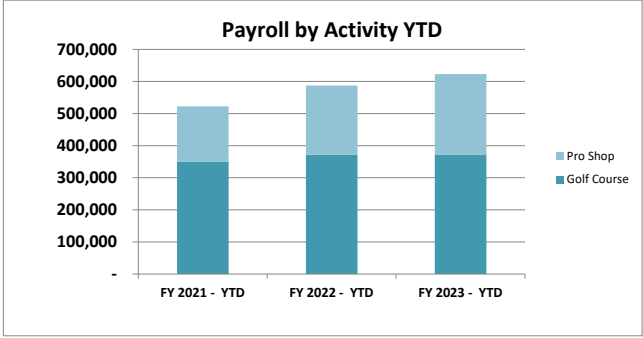
Expenses by Golf Activity			
	Actual	Actual	Actual
	FY 2021 - YTD	FY 2022 - YTD	FY 2023 - YTD
Golf Course	\$ 602,956	\$ 626,074	\$ 644,626
Pro Shop	386,986	354,398	429,385
Total Expenses	\$ 989,942	\$ 980,472	\$ 1,074,011

Net Income (Loss) by Golf Activity			
	Actual	Actual	Actual
	FY 2021 - YTD	FY 2022 - YTD	FY 2023 - YTD
Golf Course	\$ 481,532	\$ 571,660	\$ 861,967
Pro Shop	(363,381)	(300,888)	(380,632)
Total Net Income (Loss) B4 Depreciation	\$ 118,151	\$ 270,772	\$ 481,335
Total Depreciation Expense	166,998	-	-
Total Net Income (Loss) After Depreciation	\$ (48,846)	\$ 270,772	\$ 481,335

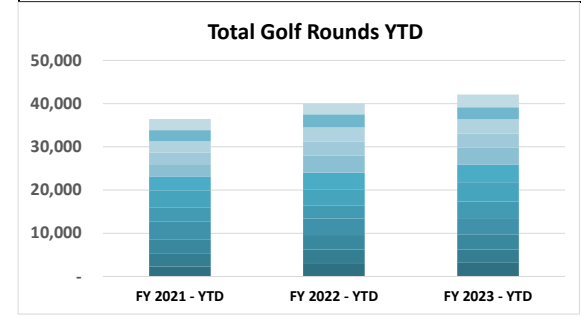
Financial Snapshot - Debt Service Fund

	Actual	Actual	Actual
	FY 2021 - YTD	FY 2022 - YTD	FY 2023 - YTD
Principal Payment	\$ 298,000	\$ 311,000	\$ 323,000
Interest Payment	35,882	24,409	26,354
Prepayment Call	-	-	-
Total Debt Service Payments	\$ 333,882	\$ 335,409	\$ 349,354

Payroll by Activity	Actual	Actual	Actual
	FY 2021 - YTD	FY 2022 - YTD	FY 2023 - YTD
Golf Course			
Payroll- Hourly	\$ 286,735	\$ 307,620	\$ 302,513
FICA Taxes	44,993	38,038	39,824
Life and Health Insurance	18,833	26,166	30,268
Total Golf Course	350,561	371,825	372,605
Pro Shop			
Payroll- Hourly	137,713	169,782	203,936
FICA Taxes	21,086	33,715	28,048
Life and Health Insurance	12,930	12,071	18,495
Total Pro Shop	171,729	215,568	250,478
Total Payroll	\$ 522,290	\$ 587,393	\$ 623,083
% of Revenues	47.13%	46.94%	40.06%



Actual Rounds of Golf by Month			
	FY 2021 - YTD	FY 2022 - YTD	FY 2023 - YTD
October	2,312	3,112	3,163
November	3,053	3,124	3,085
December	3,242	3,359	3,398
January	4,054	3,833	3,859
February	3,227	2,934	3,833
March	4,024	3,727	4,489
April	3,154	3,937	4,024
May	2,936	3,932	4,028
June	2,620	3,236	3,177
July	2,671	3,293	3,292
August	2,573	3,043	2,805
September	2,573	2,483	2,937
Total Rounds	36,439	40,013	42,090



Heritage Harbor CDD
Balance Sheet
September 30, 2023

	<u>General Fund</u>	<u>Capital Reserve Fund</u>	<u>Golf Course & Pro Shop</u>	<u>Debt Service Series 2018</u>	<u>Debt Service Series 2021</u>	<u>Acq & Cons 2018</u>	<u>Acq & Cons 2021</u>	<u>TOTAL</u>
1 ASSETS								
2 CASH - BU OPERATING	\$ 74,921	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,921
3 CASH - BU MONEY MARKET	445,323	-	-	-	-	-	-	445,323
4 CASH - SOUTHSTATE OPERATING	8,085	-	-	-	-	-	-	8,085
5 CASH - TRUIST	100	-	77,595	-	-	-	-	77,695
6 CASH - HANCOCK WHITNEY OPERATING	241,831	-	-	-	-	-	-	241,831
7 CASH - HANCOCK WHITNEY LOAN	99,843	-	-	-	-	-	4,906	104,749
8 CASH - BU GOLF ACCOUNT	-	-	252,480	-	-	-	-	252,480
9 CASH - BU GOLF MONEY MARKET	-	-	885,670	-	-	-	-	885,670
10 CASH - SOUTHSTATE GOLF ACCOUNT	-	-	203,882	-	-	-	-	203,882
11 CASH - DEBIT CARD	-	-	-	-	-	-	-	-
12 CASH ON HAND	-	-	1,672	-	-	-	-	1,672
13 INVESTMENTS:								
14 REVENUE FUND	-	-	-	-	0	-	-	0
15 RESERVE TRUST FUND	-	-	-	-	-	-	-	-
16 INTEREST FUND	-	-	-	-	-	-	-	-
17 SINKING FUND	-	-	-	-	-	-	-	-
18 COST OF ISSUANCE	-	-	-	-	-	-	-	-
19 US BANK CONSTRUCTION TRUST FUND	-	-	-	-	-	-	12	12
20 ACCOUNTS RECEIVABLE	12,377	-	63	-	-	-	-	12,440
21 ON ROLL ASSESSMENT RECEIVABLE	-	-	-	-	-	-	-	-
22 DEPOSITS	1,890	-	3,456	-	-	-	-	5,346
23 PREPAID	4,944	-	8,770	-	8,585	-	-	22,298
24 ON ROLL IN TRANSIT	-	-	-	-	-	-	-	-
25 DUE FROM OTHER FUNDS	169,804	3,143	18,942	2,645	-	1,441	-	195,976
26 INVENTORY ASSETS:								
27 GOLF BALLS	-	-	14,551	-	-	-	-	14,551
28 GOLF CLUBS	-	-	442	-	-	-	-	442
29 GLOVES	-	-	2,852	-	-	-	-	2,852
30 HEADWEAR	-	-	2,662	-	-	-	-	2,662
31 LADIES WEAR	-	-	1,253	-	-	-	-	1,253
32 MENS WEAR	-	-	2,563	-	-	-	-	2,563
33 SHOES/SOCKS	-	-	370	-	-	-	-	370
34 MISCELLANEOUS	-	-	5,401	-	-	-	-	5,401
35 TOTAL CURRENT ASSETS	1,059,117	3,143	1,482,624	2,645	8,585	1,441	4,918	2,562,473

Heritage Harbor CDD

Balance Sheet

September 30, 2023

	General Fund	Capital Reserve Fund	Golf Course & Pro Shop	Debt Service Series 2018	Debt Service Series 2021	Acq & Cons 2018	Acq & Cons 2021	TOTAL
36	NONCURRENT ASSETS							
37	-	-	1,204,598	-	-	-	-	1,204,598
38	-	-	6,054,583	-	-	-	-	6,054,583
39	-	-	(6,015,863)	-	-	-	-	(6,015,863)
40	-	-	1,065,890	-	-	-	-	1,065,890
41	-	-	(941,334)	-	-	-	-	(941,334)
42	-	-	1,367,874	-	-	-	-	1,367,874
43	\$ 1,059,117	\$ 3,143	\$ 2,850,497	\$ 2,645	\$ 8,585	\$ 1,441	\$ 4,918	\$ 3,930,347
44	LIABILITIES							
45	\$ 8,228	\$ 1,032	\$ 5,915	\$ -	\$ 8,585	\$ 5,586	\$ -	\$ 29,345
46	-	-	-	-	-	-	-	-
47	5,040	-	13,784	-	-	-	-	18,824
48	-	-	-	-	-	-	-	-
49	5,338	-	25,452	-	-	-	-	30,790
50	-	-	-	-	-	-	-	-
51	-	-	764	-	-	-	-	764
52	6,000	-	-	-	-	-	-	6,000
53	-	-	-	-	-	-	-	-
54	22,522	3,650	138,384	-	-	-	-	164,556
55	-	-	-	-	-	-	-	-
56	47,127	4,682	184,299	-	8,585	5,586	-	250,279
57	FUND BALANCES							
58	NONSPENDABLE							
59	6,834	-	12,226	-	8,585	-	-	27,645
60	-	-	275,000	-	-	-	-	275,000
61	188,936	-	82,304	-	-	-	-	271,240
62	-	-	1,538,158	-	-	-	-	1,538,158
63	816,220	(1,538)	758,511	2,645	(8,585)	(4,145)	4,918	1,568,025
64	1,011,990	(1,538)	2,666,198	2,645	0	(4,145)	4,918	3,680,068
65	\$ 1,059,117	\$ 3,143	\$ 2,850,497	\$ 2,645	\$ 8,585	\$ 1,441	\$ 4,918	\$ 3,930,347

Heritage Harbor CDD
General Fund
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Month of September	FY 2023 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
1 REVENUE					
2 SPECIAL ASSESSMENTS - ON-ROLL	\$ 1,071,986	\$ -	\$ 1,076,476	\$ 4,489	100%
3 RESTAURANT LEASE	61,632	4,800	57,600	(4,032)	93%
4 RESTAURANT COMMISSION	-	629	5,666	5,666	
5 INTEREST	1,000	1,788	15,624	14,624	1562%
6 MISCELLANEOUS	-	-	22,367	22,367	
7 TOTAL REVENUE	1,134,618	7,217	1,177,733	43,114	104%
8 EXPENDITURES					
9 ADMINISTRATIVE					
10 SUPERVISORS' COMPENSATION	12,000	800	12,000	-	100%
11 PAYROLL TAXES & SERVICE	2,129	82	1,079	(1,050)	51%
12 ENGINEERING SERVICES	10,000	548	8,978	(1,022)	90%
13 LEGAL SERVICES	30,000	1,710	22,277	(7,723)	74%
14 DISTRICT MANAGEMENT	69,445	5,788	69,455	10	100%
15 DISSEMINATION FEE	2,000	-	2,000	-	100%
16 AUDITING SERVICES	6,200	-	-	(6,200)	0%
17 POSTAGE & FREIGHT	1,500	-	180	(1,320)	12%
18 INSURANCE (Liability, Property and Casualty)	17,396	-	16,855	(541)	97%
19 PRINTING & BINDING	1,500	-	-	(1,500)	0%
20 LEGAL ADVERTISING	1,200	123	593	(607)	49%
21 MISC. (BANK FEES, BROCHURES & MISC)	1,500	33	1,268	(232)	85%
22 WEBSITE HOSTING & MANAGEMENT	2,115	-	1,515	(600)	72%
23 EMAIL HOSTING	1,500	50	600	(900)	40%
24 OFFICE SUPPLIES	200	-	199	(1)	99%
25 ANNUAL DISTRICT FILING FEE	175	-	175	-	100%
26 ALLOCATION OF HOA SHARED EXPENDITURES	27,081	3,034	28,050	969	104%
27 TRUSTEE FEE	4,041	-	2,155	(1,886)	53%
28 SERIES 2018 BANK LOAN	329,422	-	225,905	(103,518)	69%
29 SERIES 2021 BANK LOAN	17,170	-	8,583	(8,587)	50%
30 RESTAURANT EXPENSES	50,644	4,116	49,688	(956)	98%
31 STATE SALES TAX	4,314	-	-	(4,314)	0%
32 TOTAL ADMINISTRATIVE	591,532	16,283	451,554	(139,979)	76%

Heritage Harbor CDD
General Fund
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Month of September	FY 2023 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
33 FIELD OPERATIONS					
34 PAYROLL	55,406	4,072	54,951	(455)	99%
35 FICA, TAXES & PAYROLL FEES	14,960	548	7,190	(7,770)	48%
36 LIFE AND HEALTH INSURANCE	8,311	977	11,834	3,523	142%
37 CONTRACT- GUARD SERVICES	60,000	4,606	50,391	(9,609)	84%
38 CONTRACT-FOUNTAIN	-	-	-	-	
39 CONTRACT-LANDSCAPE	150,480	12,440	155,500	5,020	103%
40 CONTRACT-LAKE	36,000	2,978	35,732	(268)	99%
41 CONTRACT-GATES	51,889	4,249	50,866	(1,023)	98%
42 GATE - COMMUNICATIONS - TELEPHONE	4,440	403	4,780	340	108%
43 UTILITY-GENERAL	80,500	8,663	102,012	21,512	127%
44 R&M-GENERAL	3,000	1,150	2,503	(497)	83%
45 R&M-GATE	3,000	-	427	(2,573)	14%
46 R&M-OTHER LANDSCAPE	25,000	-	29,295	4,295	117%
47 R&M-IRRIGATION	3,500	-	3,268	(232)	93%
48 R&M-LAKE	-	-	-	-	
49 R&M-MITIGATION	-	-	-	-	
50 R&M-TREES AND TRIMMING	7,500	1,000	2,000	(5,500)	27%
51 R&M-PARKS & FACILITIES	1,000	-	-	(1,000)	0%
52 MISC-HOLIDAY DÉCOR	8,500	-	-	(8,500)	0%
53 MISC-CONTINGENCY	29,600	6,250	21,913	(7,687)	74%
54 CAPITAL OUTLAY (Moved to Capital Reserve Fund-CRF)	-	-	-	-	
55 TOTAL FIELD OPERATIONS	543,086	47,336	532,663	(10,423)	98%
56 TOTAL EXPENDITURES	1,134,618	63,619	984,217	(150,402)	87%
57 EXCESS OF REVENUE OVER (UNDER) EXPEND.	-	(56,402)	193,516	193,516	

Heritage Harbor CDD
General Fund
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Month of September	FY 2023 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
58 OTHER FINANCING SOURCES & USES					
59 TRANSFERS IN	-	-	4,914	4,914	
60 TRANSFERS OUT	(304,133)	-	(9,479)	294,654	
61 TOTAL OTHER FINANCING RESOURCES & USES	(304,133)	-	(4,566)	299,567	
62 FUND BALANCE - BEGINNING - UNAUDITED	793,887		823,040	29,153	
63 NET CHANGE IN FUND BALANCE	(304,133)	(56,402)	188,950	493,083	
64 FUND BALANCE - ENDING - PROJECTED	489,754		1,011,990	522,236	
65 ANALYSIS OF FUND BALANCE					
66 NON SPENDABLE DEPOSITS					
67 PREPAID & DEPOSITS	6,834		6,834		
68 CAPITAL RESERVES	-		-		
69 OPERATING CAPITAL	188,936		188,936		
70 UNASSIGNED	293,984		816,220		
71 TOTAL FUND BALANCE	\$ 489,754		\$ 1,011,990		

Heritage Harbor CDD
Golf Course & Pro Shop Enterprise Fund
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Month of September	FY 2023 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
1 REVENUE					
2 GOLF COURSE REVENUE					
3 GREEN FEES	\$ 1,013,175	\$ 94,289	\$ 1,397,960	\$ 384,785	138%
4 RANGE BALLS	62,500	6,707	100,105	37,605	160%
5 HANDICAPS	1,000	-	-	(1,000)	0%
6 INTEREST	100	3,545	8,528	8,428	8528%
7 TOTAL GOLF COURSE REVENUE	1,076,775	104,541	1,506,593	429,818	140%
8 PRO SHOP REVENUE					
9 CLUB RENTALS	1,000	360	3,710	2,710	371%
10 GOLF BALL SALES	22,800	3,344	40,888	18,088	179%
11 GLOVES SALES	6,000	1,155	12,159	6,159	203%
12 HEADWEAR SALES	3,000	432	4,575	1,575	153%
13 LADIES' WEAR SALES	100	-	225	125	225%
14 MEN'S WEAR SALES	1,500	120	1,749	249	117%
15 MISC./CONCESSION SALES	2,000	2,163	32,510	30,510	1625%
16 TOTAL PRO SHOP REVENUE	36,400	7,575	95,817	59,417	263%
17 TOTAL OPERATING REVENUE	1,113,175	112,116	1,602,410	489,235	144%
18 COST OF GOODS SOLD					
19 GOLF BALL	12,500	1,096	24,142	11,642	193%
20 GLOVES	3,500	-	5,013	1,513	143%
21 HEADWEAR	1,300	438	3,638	2,338	280%
22 LADIES' WEAR	50	-	-	(50)	0%
23 MEN'S WEAR	1,000	-	925	(75)	92%
24 MISC./CONCESSION	1,000	417	13,347	12,347	1335%
25 TOTAL COST OF GOODS SOLD	19,350	1,950	47,065	27,715	243%
26 GROSS PROFIT	\$ 1,093,825	\$ 110,166	\$ 1,555,345	\$ 461,520	142%

Heritage Harbor CDD
Golf Course & Pro Shop Enterprise Fund
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Month of September	FY 2023 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
27 EXPENSES					
28 GOLF COURSE					
29 PAYROLL-HOURLY	\$ 297,825	\$ 24,283	\$ 302,513	\$ 4,688	102%
30 INCENTIVE	5,000	-	5,077	77	102%
31 FICA TAXES & ADMINISTRATIVE	44,674	3,078	39,824	(4,850)	89%
32 LIFE AND HEALTH INSURANCE	31,680	1,986	30,268	(1,412)	96%
33 ACCOUNTING SERVICES	4,880	407	4,880	(0)	100%
34 CONTRACTS-SECURITY ALARMS	800	-	239	(561)	30%
35 COMMUNICATION-TELEPHONE	3,600	290	3,412	(188)	95%
36 POSTAGE AND FREIGHT	200	-	29	(171)	15%
37 ELECTRICITY	20,141	-	12,985	(7,157)	64%
38 UTILITY-REFUSE REMOVAL - MAINTENANCE	6,235	603	6,998	763	112%
39 UTILITY-WATER AND SEWER	7,616	476	4,710	(2,906)	62%
40 RENTAL/LEASE - VEHICLE/EQUIP	34,996	1,962	40,768	5,772	116%
41 LEASE - ICE MACHINES	1,500	-	1,500	-	100%
42 INSURANCE-PROPERTY and GENERAL LIABILITY	52,568	-	51,476	(1,093)	98%
43 R&M-BUILDINGS	500	-	1,568	1,068	314%
44 R&M-EQUIPMENT	17,000	2,077	19,924	2,924	117%
45 R&M-FERTILIZER	42,000	-	15,921	(26,079)	38%
46 R&M-IRRIGATION	5,000	430	2,449	(2,551)	49%
47 R&M-GOLF COURSE	4,000	993	10,981	6,981	275%
48 R&M-PUMPS	11,000	-	-	(11,000)	0%
49 MISC-PROPERTY TAXES	2,100	-	-	(2,100)	0%
50 MISC-LICENSES AND PERMITS	600	-	180	(420)	30%
51 OP SUPPLIES - GENERAL	7,000	104	2,815	(4,185)	40%
52 OP SUPPLIES - FUEL / OIL	25,000	2,600	18,252	(6,748)	73%
53 OP SUPPLIES - CHEMICALS	33,000	3,446	55,849	22,849	169%
54 OP SUPPLIES - HAND TOOLS	1,750	-	685	(1,065)	39%
55 SUPPLIES - SAND	3,000	-	-	(3,000)	0%
56 SUPPLIES - TOP DRESSING	3,400	256	9,411	6,011	277%
57 SUPPLIES - SEEDS	6,500	-	1,100	(5,400)	17%
58 ALLOCATION OF HOA SHARED EXPENDITURES	969	59	812	(157)	84%
59 RESERVE	12,000	-	-	(12,000)	0%
60 TOTAL GOLF COURSE	686,534	43,050	644,626	(41,908)	94%

Heritage Harbor CDD
Golf Course & Pro Shop Enterprise Fund
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Month of September	FY 2023 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
61 PRO SHOP					
62 PAYROLL- HOURLY	181,993	16,896	203,936	21,943	112%
63 BONUS	2,500	-	4,754	2,254	190%
64 FICA TAXES & ADMINISTRATIVE	27,299	2,262	28,048	749	103%
65 LIFE AND HEALTH INSURANCE	18,700	1,609	18,495	(205)	99%
66 ACCOUNTING SERVICES	4,880	407	4,880	(0)	100%
67 CONTRACT-SECURITY ALARMS	2,157	120	599	(1,559)	28%
68 POSTAGE AND FREIGHT	250	-	-	(250)	0%
69 ELECTRICITY	9,660	-	9,130	(530)	95%
70 LEASE-CARTS	92,669	-	84,946	(7,722)	92%
71 R&M-GENERAL	3,000	-	6,678	3,678	223%
72 R&M-RANGE	8,000	-	8,961	961	112%
73 ADVERTISING	7,500	200	4,600	(2,900)	61%
74 MISC-BANK CHARGES	26,000	2,730	38,067	12,067	146%
75 MISC-CABLE TV EXPENSES	1,680	-	110	(1,570)	7%
76 MISC-PROPERTY TAXES	5,500	-	-	(5,500)	0%
77 MISC-HANDICAP FEES	500	-	846	346	169%
78 OFFICE SUPPLIES	1,200	-	2,733	1,533	228%
79 COMPUTER EXPENSE	2,000	-	1,485	(515)	74%
80 OP SUPPLIES - GENERAL	2,000	-	174	(1,826)	9%
81 SUPPLIES - SCORECARDS	1,000	-	550	(450)	55%
82 CONTINGENCY	2,000	10	1,259	(741)	63%
83 ALLOCATION OF HOA SHARED EXPENDITURES	6,804	885	9,136	2,332	134%
84 TOTAL PRO SHOP	407,291	25,117	429,385	22,093	105%
85 TOTAL EXPENSES	1,093,825	68,167	1,074,011	(19,814)	98%
86 EXCESS OF PROFIT OVER (UNDER) EXPEND.	-	41,998	481,335	481,335	

Heritage Harbor CDD
Golf Course & Pro Shop Enterprise Fund
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Month of September	FY 2023 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
87 OTHER FINANCING SOURCES & USES					
88 TRANSFERS IN	-	-	4,146	4,146	
89 TRANSFERS OUT	-	-	(4,146)	(4,146)	
90 TOTAL OTHER FINANCING RESOURCES & USES	-	-	-	-	
91 FUND BALANCE - BEGINNING - UNAUDITED	467,685		646,706	179,021	
92 NET CHANGE IN FUND BALANCE	-	41,998	481,335	481,335	
93 FUND BALANCE - ENDING - PROJECTED	467,685		1,128,041	660,356	
94 ANALYSIS OF FUND BALANCE					
95 ASSIGNED					
96 NONSPENDABLE DEPOSITS	11,571		12,226		
97 CAPITAL RESERVES	275,000		275,000		
98 OPERATING CAPITAL	82,304		82,304		
99 UNASSIGNED	98,810		758,511		
100 TOTAL FUND BALANCE	\$ 467,685		\$ 1,128,041		

Heritage Harbor CDD
Capital Reserve Fund (CRF)
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUE			
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 113,700	\$ 114,176	\$ 476
3 INTEREST & MISCELLANEOUS	100	-	(100)
4 TOTAL REVENUE	113,800	114,176	376
5 EXPENDITURES			
6 HOA RESERVE CONTRIBUTION	29,700	21,900	(7,800)
7 SITE RESERVE CONTRIBUTION	44,000	75,980	31,980
8 CAPITAL IMPROVEMENT PLAN	40,000	17,835	(22,165)
9 TOTAL EXPENDITURES	113,700	115,715	2,015
10 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	100	(1,538)	(1,638)
11 OTHER FINANCING SOURCES & USES			
12 TRANSFERS IN	304,133	-	(304,133)
13 TRANSFERS OUT	-	-	-
14 TOTAL OTHER FINANCING SOURCES & USES	304,133	-	(304,133)
15 FUND BALANCE - BEGINNING	-	-	-
16 NET CHANGE IN FUND BALANCE	304,233	(1,538)	(305,771)
17 FUND BALANCE - ENDING	\$ 304,233	\$ (1,538)	\$ (305,771)

Heritage Harbor CDD
Debt Service Series 2018
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	FY 2023 Adopted Budget	FY 2023 Actual Year-to-Date
1 REVENUE		
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ -	\$ -
3 INTEREST REVENUE	-	2,458
4 MISC REVENUE	-	225,905
5 TOTAL REVENUE	-	228,363
6 EXPENDITURES		
7 INTEREST EXPENSE		
8 November 1, 2022	-	6,218
9 May 1, 2023	-	6,218
10 November 1, 2023	-	-
11 PRINCIPAL RETIREMENT		
12 May 1, 2023	-	323,000
13 TOTAL EXPENDITURES	-	335,436
14 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(107,073)
15 OTHER FINANCING SOURCES (USES)		
16 TRANSFERS IN	-	-
17 TRANSFERS OUT	-	(768)
18 TOTAL OTHER FINANCING SOURCES (USES)	-	(768)
19 FUND BALANCE - BEGINNING	110,486	110,486
20 NET CHANGE IN FUND BALANCE	-	(107,841)
21 FUND BALANCE - ENDING	\$ 110,486	\$ 2,645

Heritage Harbor CDD
Debt Service Series 2021
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actual Year-to-Date</u>
1 <u>REVENUE</u>		
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ -	\$ -
3 INTEREST REVENUE	-	2
4 MISC REVENUE	-	8,583
5 <u>TOTAL REVENUE</u>	<u>-</u>	<u>8,585</u>
6 <u>EXPENDITURES</u>		
7 INTEREST EXPENSE		
8 November 1, 2022	-	5,333
9 May 1, 2023	-	8,585
10 November 1, 2023	-	-
11 PRINCIPAL RETIREMENT		
12 May 1, 2023	-	-
13 <u>TOTAL EXPENDITURES</u>	<u>-</u>	<u>13,918</u>
14 <u>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</u>	<u>-</u>	<u>(5,333)</u>
15 <u>OTHER FINANCING SOURCES (USES)</u>		
16 TRANSFERS IN	-	5,333
17 TRANSFERS OUT	-	-
18 <u>TOTAL OTHER FINANCING SOURCES (USES)</u>	<u>-</u>	<u>5,333</u>
19 FUND BALANCE - BEGINNING	-	-
20 <u>NET CHANGE IN FUND BALANCE</u>	<u>-</u>	<u>0</u>
21 <u>FUND BALANCE - ENDING</u>	<u>\$ -</u>	<u>\$ 0</u>

Heritage Harbor CDD
Acquisition & Construction Fund 2018
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actual Year-to-Date</u>
1 REVENUE		
2 INTEREST REVENUE	\$ -	\$ 1,213
3 MISCELLANEOUS	-	-
4 TOTAL REVENUE	<u>-</u>	<u>1,213</u>
5 EXPENDITURES		
6 CONSTRUCTION IN PROGRESS	-	69,151
7 TOTAL EXPENDITURES	<u>-</u>	<u>69,151</u>
8 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>-</u>	<u>(67,938)</u>
9 OTHER FINANCING SOURCES (USES)		
10 TRANSFERS IN	-	-
11 TRANSFERS OUT	-	(40,325)
12 TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>(40,325)</u>
13 FUND BALANCE - BEGINNING	104,118	104,118
14 NET CHANGE IN FUND BALANCE	-	(108,263)
15 FUND BALANCE - ENDING	<u>\$ 104,118</u>	<u>\$ (4,145)</u>

Heritage Harbor CDD
Acquisition & Construction Fund 2021
Statement of Revenue, Expenses, and Change in Fund Balance
For the period from October 1, 2022 to September 30, 2023

	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actual Year-to-Date</u>
1 REVENUE		
2 INTEREST REVENUE	\$ -	\$ -
3 MISCELLANEOUS	-	-
4 TOTAL REVENUE	<u>-</u>	<u>-</u>
5 EXPENDITURES		
6 CONSTRUCTION IN PROGRESS	-	228,853
7 TOTAL EXPENDITURES	<u>-</u>	<u>228,853</u>
8 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>-</u>	<u>(228,853)</u>
9 OTHER FINANCING SOURCES (USES)		
10 TRANSFERS IN	-	40,325
11 TRANSFERS OUT	-	-
12 TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>40,325</u>
13 FUND BALANCE - BEGINNING		193,446
14 NET CHANGE IN FUND BALANCE	-	(188,528)
15 FUND BALANCE - ENDING	<u>\$ -</u>	<u>\$ 4,918</u>

EXHIBIT 5

ESTIMATE

**Southscapes Landscape
Maintenance Inc**
PO Box 118
Lutz, FL 33548

ARhum@southscapesfl.com
+1 (813) 951-4326
www.southscapesfl.com

Heritage Harbor

Bill to

Tish Dobson
Heritage Harbor
19502 Heritage Harbor Pkwy
Lutz, FL 33558

Estimate details

Estimate no.: 1084
Estimate date: 09/21/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.	09/21/2023	Lawn Service Spread 175 yards of pine bark mulch. Will only spread mulch on the highly visible areas. Including the clubhouse and clubhouse parking lot, the 2 main entrances, the center islands on the parkway, and around the individual entrance signs.		175	\$50.00	\$8,750.00
					Total	\$8,750.00

EXHIBIT 6

LANDLORD'S CONSENT AND WAIVER AGREEMENT

THIS LANDLORD'S CONSENT AND WAIVER AGREEMENT (this "**Agreement**") is made by **HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes (the "**Sublandlord**"), and **HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Landlord**"), to and in favor of **DFCU FINANCIAL**, a Michigan state-chartered credit union ("**Lender**").

RECITALS

- A. Landlord is the owner of certain real property described in that certain Commercial Lease Agreement, dated on or about June 26, 2003, by and between Landlord, as landlord, and Sublandlord, as tenant, as amended from time-to-time (said property is hereinafter referred to as the "**Leased Premises**" and said Lease Agreement, as amended, is hereinafter referred to as the "**Lease**").
- B. On or about June 8, 2021, Sublandlord and **MCMULLEN GROUP, LLC**, a Florida limited liability company (the "**Subtenant**") entered into that certain Sublease Agreement and Golf Course Concession (the "**Sublease**"), in which Sublandlord sublet to Subtenant and Subtenant subleased from Sublandlord, the property described therein (the "**Subleased Premises**").
- C. Subtenant (sometimes hereinafter referred to as "**Borrower**") has applied to Lender for a U.S. Small Business Administration ("**SBA**") guaranteed loan (the "**Loan**") which will be secured by certain personal property of Borrower, including, without limitation, furniture, fixtures, equipment, inventory, machinery, chattel paper, accounts, instruments, general intangibles (collectively, the "**Collateral**"). For purposes of clarity, the personalty described in **Exhibit "A"** attached hereto and incorporated herein by this reference, is owned by Sublandlord and/or Landlord but utilized by Borrower in the operation of its business upon the Subleased Premises, and as such, is not Collateral.
- D. Borrower operates its business on the Subleased Premises and the Collateral is or will be located on the Subleased Premises.
- E. Sublandlord and Landlord's execution of this Agreement is a condition precedent to Lender making the Loan to Borrower.

AGREED

1. Subtenant has pledged and granted a security interest in and to the Collateral to Lender as security for the Loan. Sublandlord and Landlord each hereby waive any and all rights, including, but not limited to, the rights of foreclosure, levy, execution, sale and distraint for unpaid rent or other rights arising under real property law or by contract, which either Sublandlord or Landlord now has or may hereafter acquire, on or in any of the Collateral presently and hereafter located on or about the Subleased Premises, and both Landlord and Sublandlord hereby agree that the foregoing rights of Sublandlord and Landlord shall at all times, until the Loan is paid in full, be subordinate and inferior to the rights of Lender with respect to the Collateral.
2. Sublandlord and Landlord agree that the Collateral shall at all times be considered personal property and shall not constitute fixtures or become a part of the Subleased Premises. Lender may, at all reasonable times, enter upon the Subleased Premises to inspect the Collateral. Nothing herein or

elsewhere shall be deemed to prevent Lender from abandoning to Sublandlord or Landlord, as the case may be, or to Subtenant, all or any part of the Collateral that cannot, in the opinion of Lender, be economically removed from the Subleased Premises.

3. Sublandlord will provide written notice to Lender of any default by Subtenant under the terms of the Sublease, and will permit Lender to cure such default during the thirty (30) day period following Lender's receipt of notice of the default; provided that nothing shall obligate Lender to cure such default of Subtenant.
4. Landlord will provide written notice to Subtenant and Lender of any default by Sublandlord under the terms of the Lease, and will permit Subtenant and/or Lender to cure such default during the thirty (30) day period following Subtenant's and Lender's receipt of notice of the default; provided that nothing shall obligate Subtenant or Lender to cure such default of Sublandlord.
5. In the event of default by Borrower or any other obligor under the Loan or any of the other documents evidencing, securing or executed in connection with the Loan, or any extensions or renewals thereof, Lender shall have a period of thirty (30) days from the date Sublandlord receives written notice from Lender or Lender's agents, of such default, to take possession, remove or sell the Collateral, or any part thereof, from the
6. Subleased Premises. Lender shall not be obligated to pay rent under the Sublease during the aforementioned 30-day period.
7. Sublandlord represents to Lender that to Sublandlord's knowledge, Subtenant is not in default under the Sublease, and that Sublandlord has full right, power and authority to execute and perform this Agreement without the necessity of obtaining the consent of any person.
8. Landlord represents to Lender that to Landlord's knowledge, Sublandlord is not in default under the Lease, and that the Landlord has full right, power, and authority to executed and perform this Agreement without the necessity of obtaining the consent of any person.
9. Any notice or demand required or permitted by this Agreement shall be deemed to have been sufficiently given or served by sending such notice in writing by certified or registered mail, postage prepaid to the parties hereto as follows:

Landlord: _____

Sublandlord: _____

Lender: DFCU Financial
10824 North Dale Mabry Highway,
Tampa, Florida 33618

The above addresses may be changed by written notice as provided herein to the other party.

10. Landlord will notify any purchaser or transferee of Landlord's interest in the Premises and/or Subleased Premises of the existence of this Agreement.
11. This Agreement shall remain in full force and effect until the Loan is repaid in full and all obligations of Borrower to Lender are satisfied in full. This Agreement is assignable by Lender and shall be binding upon the executors, administrators, successors, transferees or assignees of Landlord and Sublandlord and shall inure to the benefit of the successors and assigns of Lender.
12. This waiver by Sublandlord and Landlord is a material inducement for the Lender's making of the Loan, and Sublandlord and Landlord agree to execute any further documents or take any other action reasonably requested by Lender to further evidence this waiver.
13. This Agreement shall be governed by the law of the State of Florida.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and the composite of which shall be deemed one and the same instrument.
15. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND SUBLANDLORD, BY EXECUTION HEREOF, AND LENDER, BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO ACCEPT THIS AGREEMENT AND MAKE THE LOAN.

[This Space Intentionally Left Blank]

[Signature Page Follows]

[Signature Page of Landlord's Consent and Waiver Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first set forth below.

LANDLORD:

**HERITAGE HARBOR GOLF & COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Print Name: _____
Its: _____

SUBLANDLORD:

**HERITAGE HARBOR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Print Name: _____
Its: _____

LANDLORD'S CONSENT AND WAIVER AGREEMENT

THIS LANDLORD'S CONSENT AND WAIVER AGREEMENT (this "**Agreement**") is made by **HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes (the "**Sublandlord**"), and **HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Landlord**"), to and in favor of **DFCU FINANCIAL**, a Michigan state-chartered credit union ("**Lender**").

RECITALS

- A. Landlord is the owner of certain real property described in that certain Commercial Lease Agreement, dated on or about June 26, 2003, by and between Landlord, as landlord, and Sublandlord, as tenant, as amended from time-to-time (said property is hereinafter referred to as the "**Leased Premises**" and said Lease Agreement, as amended, is hereinafter referred to as the "**Lease**").
- B. On or about June 8, 2021, Sublandlord and **MCMULLEN GROUP, LLC**, a Florida limited liability company (the "**Subtenant**") entered into that certain Sublease Agreement and Golf Course Concession (the "**Sublease**"), in which Sublandlord sublet to Subtenant and Subtenant subleased from Sublandlord, the property described therein (the "**Subleased Premises**").
- C. Subtenant (sometimes hereinafter referred to as "**Borrower**") has applied to Lender for a U.S. Small Business Administration ("**SBA**") guaranteed loan (the "**Loan**") which will be secured by certain personal property of Borrower, including, without limitation, furniture, fixtures, equipment, inventory, machinery, chattel paper, accounts, instruments, general intangibles (collectively, the "**Collateral**"). For purposes of clarity, the personalty described in Exhibit "A" attached hereto and incorporated herein by this reference, is owned by Sublandlord and/or Landlord but utilized by Borrower in the operation of its business upon the Subleased Premises, and as such, is not Collateral.
- D. Borrower operates its business on the Subleased Premises and the Collateral is or will be located on the Subleased Premises.
- E. Sublandlord and Landlord's execution of this Agreement is a condition precedent to Lender making the Loan to Borrower.

AGREED

1. Subtenant has pledged and granted a security interest in and to the Collateral to Lender as security for the Loan. Sublandlord and Landlord each hereby waive any and all rights, including, but not limited to, the rights of foreclosure, levy, execution, sale and distraint for unpaid rent or other rights arising under real property law or by contract, which either Sublandlord or Landlord now has or may hereafter acquire, on or in any of the Collateral presently and hereafter located on or about the Subleased Premises, and both Landlord and Sublandlord hereby agree that the foregoing rights of Sublandlord and Landlord shall at all times, until the Loan is paid in full, be subordinate and inferior to the rights of Lender with respect to the Collateral.
2. Sublandlord and Landlord agree that the Collateral shall at all times be considered personal property and shall not constitute fixtures or become a part of the Subleased Premises. Lender may, at all reasonable times, enter upon the Subleased Premises to inspect the Collateral. Nothing herein or

elsewhere shall be deemed to prevent Lender from abandoning to Sublandlord or Landlord, as the case may be, or to Subtenant, all or any part of the Collateral that cannot, in the opinion of Lender, be economically removed from the Subleased Premises.

3. Sublandlord will provide written notice to Lender of any default by Subtenant under the terms of the Sublease, and will permit Lender to cure such default during the ~~sixty (60)~~thirty (30) day period following Lender's receipt of notice of the default; provided that nothing shall obligate Lender to cure such default of Subtenant.
4. Landlord will provide written notice to Subtenant and Lender of any default by Sublandlord under the terms of the Lease, and will permit Subtenant and/or Lender to cure such default during the ~~sixty (60)~~thirty (30) day period following Subtenant's and Lender's receipt of notice of the default; provided that nothing shall obligate Subtenant or Lender to cure such default of Sublandlord.
5. In the event of default by Borrower or any other obligor under the Loan or any of the other documents evidencing, securing or executed in connection with the Loan, or any extensions ~~or~~ renewals thereof, Lender shall have a period of ~~sixty (60)~~thirty (30) days from the date Sublandlord receives written notice from Lender or Lender's agents, of such default, to: ~~(i) take possession, remove or sell the Collateral, or any part thereof, from the Subleased Premises, or (ii) take possession of the Subleased Premises and keep the Subleased Premises open and operational, whereupon Lender shall, at its option, become the subtenant under the Sublease or execute a new sublease between Lender and Sublandlord for the balance of the remaining term of the Sublease, upon the same terms and conditions as the Sublease between Sublandlord and Subtenant.~~ Lender shall not be obligated to pay rent under the Sublease ~~unless Lender takes possession of the Subleased Premises for the purpose of operating the business of Borrower thereon~~during the aforementioned 30-day period.
6. Sublandlord represents to Lender that to Sublandlord's knowledge, Subtenant is not in default under the Sublease, and that Sublandlord has full right, power and authority to execute and perform this Agreement without the necessity of obtaining the consent of any person.
7. Landlord represents to Lender that to Landlord's knowledge, Sublandlord is not in default under the Lease, and that the Landlord has full right, power, and authority to executed and perform this Agreement without the necessity of obtaining the consent of any person.
8. Any notice or demand required or permitted by this Agreement shall be deemed to have been sufficiently given or served by sending such notice in writing by certified or registered mail, postage prepaid to the parties hereto as follows:

Landlord: _____

Sublandlord: _____

Lender: DFCU Financial

10824 North Dale Mabry Highway,
Tampa, Florida 33618

The above addresses may be changed by written notice as provided herein to the other party.

9. Landlord will notify any purchaser or transferee of Landlord's interest in the Premises and/or Subleased Premises of the existence of this Agreement.
10. This Agreement shall remain in full force and effect until the Loan is repaid in full and all obligations of Borrower to Lender are satisfied in full. This Agreement is assignable by Lender and shall be binding upon the executors, administrators, successors, transferees or assignees of Landlord and Sublandlord and shall inure to the benefit of the successors and assigns of Lender.
11. This waiver by Sublandlord and Landlord is a material inducement for the Lender's making of the Loan, and Sublandlord and Landlord agree to execute any further documents or take any other action reasonably requested by Lender to further evidence this waiver.
12. This Agreement shall be governed by the law of the State of Florida.
13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and the composite of which shall be deemed one and the same instrument.
14. **WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND SUBLANDLORD, BY EXECUTION HEREOF, AND LENDER, BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO ACCEPT THIS AGREEMENT AND MAKE THE LOAN.**

[This Space Intentionally Left Blank]

[Signature Page Follows]

[Signature Page of Landlord's Consent and Waiver Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first set forth below.

LANDLORD:

**HERITAGE HARBOR GOLF & COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.,**

a Florida not-for-profit corporation

By: _____

Print Name: _____

Its: _____

SUBLANDLORD:

**HERITAGE HARBOR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name: _____

Its: _____

EXHIBIT 7

**SECOND AMENDMENT TO SUBLEASE AGREEMENT
AND GOLF COURSE CONCESSION**

THIS SECOND AMENDMENT TO SUBLEASE AGREEMENT AND GOLF COURSE CONCESSION (the “**Amendment**”) is made and entered into as of May ____, 2023, by and between the Heritage Harbor Community Development District (the “**District**”), a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes, whose address is 250 International Parkway, Suite 280, Lake Mary, FL 32746, and McMullen Group, LLC, a Florida limited liability company, d/b/a Double Bogeys Tavern and Grille (“**Double Bogeys**”), whose address is 2507 Andrea Lynn Drive, Lutz, FL 33549.

Background Information

The District and Double Bogeys entered into a Sublease Agreement and Golf Course Concession, dated June 8, 2021 (the “**Original Sublease**”), as amended by Amendment to Sublease Agreement and Golf Course Concession, dated as of November 29, 2021 (collectively, the “**Sublease**”), to which the following exhibits (among others) were attached: Exhibit 2 - Restaurant Equipment, identifying then existing Restaurant furniture, fixtures, kitchen equipment, and other non-perishable property retained by Double Bogeys; Exhibit 3 - Improvements, identifying Restaurant Improvements made by or on behalf of the District; and Exhibit 4 - Double Bogeys FFE, identifying the furniture, fixtures and equipment owned by Double Bogeys, all as shown on the aforesaid Exhibits. Due to unanticipated modifications made to the Restaurant during the course of demolition, construction and installation of the Improvements, and other changes and additions made to the Restaurant, the District and Double Bogeys desire to amend and update the Exhibits to reflect actual conditions in the Premises, post renovation.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit 2, Exhibit 3, and Exhibit 4 to the Original Sublease are hereby deleted in their entirety, and replaced with “**Exhibit 8**”, District’s Furniture Fixtures and Equipment (FFE) List; and “**Exhibit 9**”, Double Bogeys Furniture, Fixtures and Equipment (FFE) List, attached hereto and by this Amendment made a part of the Sublease.
2. For the convenience of the parties, all references in the Sublease to Exhibit 2 or Exhibit 3, are hereby amended and combined, and shall hereafter refer to Exhibit 8. All references in the Sublease to Exhibit 4 are hereby amended and shall hereafter refer to Exhibit 9.
3. Notwithstanding anything in the Original Sublease to the contrary, the (3) Single Kitchen Swinging Doors identified in Exhibit 8, shall become the property of the District at the end of the Term, and shall not be removed by Double Bogeys without written consent of the District.

4. Capitalized terms in this Amendment shall have the same meaning defined in the Sublease, or as otherwise defined herein.

5. Except as modified by this Amendment, the terms and conditions of the Sublease are hereby ratified and confirmed by the parties.

Executed and delivered as of the day and date first set forth above.

**McMullen Group, LLC, a Florida limited liability company
d/b/a Double Bogeys Tavern and Grille**

**Heritage Harbor
Community Development District**

By: _____
Name: Jamey McMullen, Manager

By: _____
Name: _____
Chair, Board of Supervisors

EXHIBIT 8

CDD FFE Equipment List

Main Bar	# on Invoice
(3) 36" Ice Well With Cold Plate	1
(2) 36" Two Tier Speed Rail	2
(1) 36" Five Tier Liq Step	12
(2) 30" Drain Board	4
(2) 30" Two Tier Speed Rail	5
(1) 95" 8 Tap Beer Kegorator Dispenser	6
(1) 24" Glasswasher Machine	BAYVIEW INV
(1) 72" Back Bar Refrigerator with Glass Doors (Pass thru) - Patio	7
(1) 24" Undercounter Freezer	8
(2) Hand Sinks	10
(1) 36" Speed Rail	9
(1) 3 Bowl Under Bar Sink	28
Patio Bar	
(1) 95" Back Bar Refrigerator with Glass Doors	11
(1) 24" Undercounter Freezer	8
Total Patio Bar	
Kitchen	
(1) 48" Flat top Griddle	18
(1) 48" Double Stack Convection Oven	13
(1) Pitco 65 CS Propane Fryers w/Casters	14
(1) 36" Range with Standard Oven	15
(1) Three Pan Steam Table w/Cutting Board	17
(1) 72" True Refrigerated Deli Coolers	20
(1) 48" True Refrigerated Deli Coolers	19
(1) 48" 2 Drawer Refrigerated Chef Base	16
(1) Single Door Refrigerator w/Hinged Kit	21
(1) Single Door Freezer w/Hinged Kit	22
(1) Dishwasher w/Booster	BAYVIEW INV
(7) Gas Hoses and Connections	23
(2) Heat Lamp for Expo Counter - In Storage	29
(2) Hand Sinks	25
(1) T & S Faucet w/Spray Arm	30
(1) 8" Facuet	31
(1) Aluminum Can Rack W/Can Opener	24
(3) Single Aluminum Kitchen Doors	Bought by DB
Front of House	
(12) Outdoor Patio Chairs	26
(3) High Top Patio Tables with 4 Chairs	27
Total Front House	
CDD Inventory From Previous Owner	

- (18) 4x2 Blue Tables**
- (1) Speaker Stand**
- (49) Patio Chairs**
- (12) 50" Round Patio Tables**
- (1) 48" Sandwich Cooler**
- (1) 36" Vulcan Propane Salamander**
- (1) 70 lbs Dean Fryer**
- (1) Walk In Freezer**
- (1) Walk In Cooler**
- (1) Montiwanic Ice Machine**
- (1) 3 Bay Pot and Pan Sink**
- (1) Set of Dishwashing Tables**

EXHIBIT 9

Double Bogeys FFE List as of 12-2022

Double Bogeys Signage and Artwork	All
Direct TV Dish and Complete system with receivers	All
AV and Audio System (Speakers, Receivers, Amps, Rack)	All
(21) 4K TVs (Various Sizes)	Diningroom/Patio
(8) 6' Booths	Diningroom
(8) Booth Tables	Diningroom
(16) Booth Table Bases	Diningroom
(14) Tables Tops (High and Low top tables)	Diningroom
(8) High Top Tables bases	Diningroom
(16) Low Top Tables bases	Diningroom
(70) low top chairs	Diningroom
(95) High Top Chairs	Diningroom/Bar
6 Station Xatouch POS System	Diningroom/Bar
(16) 4K camera system with NVR recorder	All
Misc Pots, Pans, Utensils and Lexans	Kitchen
(3) Single Kitchen Swing Doors	Kitchen
Vacuum Seal Packing Machine	Kitchen
Rice Cooker with Insert Pot	Kitchen
Rice Cooker Insert Pot	Kitchen
(2) table top Warmers	Kitchen
(2) Commercial Microwaves	Kitchen
Robot Coup Food Processor	Kitchen
36" Ice Well	Patio Bar
36" Two Tier Speed Rail	Patio Bar
24" Five Tier Liq Step	Patio Bar
30" Drain Board	Patio Bar
30" Two Tier Speed Rail	Patio Bar
(2) Hand Sinks	Patio Bar
3 Bay Bar Sink with Drainboards	Patio Bar
60" speed well	Main Bar
(2) Immersion Circulator Head	Kitchen
(2) Blender Station With Dump Sink	Kitchen
(2) Veggie Dicer	Kitchen
Veggie Dicer Blade	Kitchen
Swing Spout for tilt skillet	Kitchen
12 Gallon Electric tabletop Skillet with faucet and Stand	Kitchen
(2) Grey Utility Carts	Kitchen
(1) Equipment Dolly	Kitchen
(1) Beverage Cooler (In Pro Shop)	Proshop
(2) Stainless Steel Prep Tables	Kitchen
Misc Shelving (Stainless and Wire Mesh) on kitchen walls	Kitchen
Misc Plates, Bowls, Trays, Cooking Utensils, Pots, Pans, Lexans	Kitchen

EXHIBIT 8



Aftermarket Car Order

"It's all about the Customer!"

SHIPPER #
ORDER # HERTHBR-502
TERMS Standard (N30)

Table with customer and shipper information including Cust #, Sold By, # Sales Credit, Date, Bill To, Address, City, State/Zip, Phone, and Contact details.

Table with shipping details: SHIP VIA, Transportation, Service Dept, Outside Carrier, and Customer Pick-up.

Table with delivery information: Requested Delivery Date (10/18/2023), Off Course OR Inventory (EPIRED DLL LEASE 101-0529664-000), and Reference Number (TBD).

Main table with columns: QUANTITY, ITEM NUMBER, DESCRIPTION (Part #s, Serial #s or other info), UNIT, and EXT'N. Includes sections for USED CARS, LEASE, DEMO OR AGED INVENTORY, and Canadian Freight ONLY.

COMMENTS

TOTAL \$ 5,800.00

Submitted By: Phone #: Date

Customer Signature: Date

This order for products, equipment, and parts is subject to Club Car's Terms and Conditions of Equipment Sale, as revised or amended from time to time (the "Terms").

EXHIBIT 9



September 6, 2023

NOTICE TO EMPLOYERS OF HILLSBOROUGH COUNTY SHERIFF'S OFFICE (HCSO)
OFF-DUTY DEPUTIES

As a result of recent market trends and an analysis of comparison rates of various law enforcement agencies, the HCSO's off-duty hourly rate of pay for all off-duty positions will increase \$5.00. The Holiday off-duty hourly rate will increase an additional \$4.00. The rate increases will be effective for all off-duty jobs performed on or after October 1, 2023.

The new off-duty rates and request forms will be published on the HCSO Public Website at: <https://teamhcsso.com/Services/Off-Duty-Deputies>, as of September 15, 2023, and should be used for all job requests for jobs performed on or after October 1, 2023.

If you have any questions, please contact the Off-Duty Events Unit at (813) 247-8632 or via email at offdutyaccts@hcsso.tampa.fl.us.

Sincerely,

Thomas St. John

Chief Deputy of Support Operations

RECEIVED NOV 06 2023

EXHIBIT 10

Dear Valued HOA/CDD Members:

Heritage Harbor has an opportunity to be an outstanding community and development, increasing our home values, attracting people to buy homes, and drawing golf customers. Outlined below are not just the many issues that negatively affect this opportunity, but also constructive recommendations to remedy them.

The HOA and CDD should do what is best for the community and resolve these issues quickly.

Financial Solvency

Per the most recently available budget of 11/22, there is money that HH can contribute to improve and or resolve these issues. The HOA/CDD should work together and with both its own residents and the local government to supplement and or drive funding as well as appropriate allocation.

- The most recent HH budget showed a \$316K surplus year-over-year (income less operating expenses and reserves), so there is evidence that funds exist to resolve these issues. That money is the residents' money. It should be designated to improve safety and quality of life for all residents.
- The HH Herald consistently publishes their record number of golfers, which should result in their ability to contribute more/at all to HH repair and maintenance.
- The CDD should measure the financial impact of raising greens fees nominally (\$5-\$10) while still maintaining the reputation for the least expensive public course in the North Tampa area; A nominal increase can be attributed to improving overall customer experience and not cause hardship or visitor decrease

The main issues and their recommendations are:

1) Safety

Vandalism, theft, lascivious security guards, and trespassing can occur anywhere, but in a gated community one should feel more safe. However, safety in Heritage Harbor is at risk. Several factors contribute to the lack of safety, including, but not limited to:

- A) Entrance security has no employee presence
- B) Entrance security gates do not work
- C) Excessive speed on Heritage Harbor Parkway
- D) Poorly vetted and or managed security guards

To counter the security issues:

- A) Fix the main entrance gates so they operate at all times and can be fixed quickly when they malfunction
- B) Install a key code security system at the main entrance gates that operates when public operations cease; between 9 PM and 7 AM, entrance can only be via code
- C) Install gates and a key code security system that operates when public operations cease; between 9 PM and 7 AM, entrance can only be via code for Sub-Entrance (option A):
- D) Install an exit only gate at the sub-entrance so all ingress traffic must flow through the main entrance (Sub-Entrance (option B):
- E) Lower the speed limit on HH Parkway to 25 MPH and sub-roads to 20 MPH
- F) Conduct a thorough review of the need for and application of a nighttime security guard
- G) Conduct a thorough review of the need for and application of a 24-hour gate guard, or at least a non-business hours gate guard

2) Quality of Life

Heritage Harbor quality of life suffers from sub-par maintenance. As a result, the community has the following issues:

- A) Rutted and heavily pot-holed roads, some with severe flooding
- B) Heaved sidewalks
- C) In-line skating rink in need of repair
- D) Sporadic clubhouse administrative service
- E) Strained relations with teens and their parents; teens in particular have nowhere to go on their own (biking or walking) before the age of 15 and could be an asset to the club, but are blocked from bringing guests to the pool and eating in the restaurant

To counter the Quality-of-Life issues:

- A) Partner with the local government to financially support repaving the roads and fixing drainage issues, with particular attention to the intersection of HH Parkway and Harbor Lane and the main community entrance; since HH Parkway is a public road, surely local government plays a major role in its maintenance
- B) Partner with the town to financially support fixing heaved sidewalks
- C) Repave the Clubhouse parking lot
- D) Fix the exit button at the doors of the children's playground
- E) Fix the in-line skating rink abnormalities, these can cause accidents
- F) When the clubhouse administrator is out of office, there needs to be someone who can cover that role so that residents receive uninterrupted service
- G) Offer teens a limited use facilities policy with a 'two strikes you're out' rule

3) Aesthetics

Heritage Harbor suffers from dated and or absent aesthetics. The aesthetics reflect our investment in our community and enhance the value of our individual homes and the course.

- A) Neglected, dingy, and unwelcoming entrance (signage and fence)
- B) Lack of landscaping along front west side of Lutz Lake Fern Rd.
- C) Lack of landscaping at neighborhood entrances (Brightwater, King's Gate, etc).
- D) Lack of landscaping along median
- E) No aesthetic accountability for interim renovations
- F) Litter on roadsides

To counter the Aesthetic issues:

- A) Install a new sign at the entrance of HH on Lutz Lake Fern; it is decrepit, dated, and covered in mold
- B) Powerwash the white plastic fence along the Lutz Lake Fern side of the course; it is covered in mold
- C) Obtain bids on landscaping which is an investment to attract home buyers and golf customers
 - the West Side of the main entrance on Lutz Lake Fern
 - the neighborhood entrances

- the medians

D) **install a new sign at the clubhouse entranceway that spells Racquet correctly (this is embarrassing)**

E) When any part of the facility is under construction or renovation, that should not mean that it is allowed to become an eyesore; implement protocols so that we do not have a complete lack of oversight for these facilities (i.e., the front entrance has 6 mis-matched and dirty traffic cones greeting people for the past four months which is unacceptable; people are trying to sell homes here and this is what greets their prospective buyers)

F) **Offer a reward for a group to organize a litter pick up day for all residents and offer public HS students community hours to organize and or participate**

4) Transparency (no financial impact)

The very organizations intended to serve the residents are not transparent. While there is a monthly meeting around 5.30 PM for both groups, it is an awkward time and there are no call-in or virtual options.

Suggestions:

A) **Provide the agenda, minutes, and their own personal response monthly on the resident portion of the HH website as well as in the published HH newsletter**

B) Provide quarterly financial statements so residents can see where our HOA dues go and what the CDD/Golf Course financial status

C) Email the financial statements to all residents along with a note from the leader; also include the financial statements on the resident portion of the HH website

D) **Provide a virtual link or call-in number for the HOA and CDD meetings**

The HOA and CDD need to do a better job at protecting the residents and their most valuable assets, their homes. While considerable attention is paid to minor infractions such as the color of screen cages, basketball hoops on cul-de-sacs, and children fishing in ponds, this focus is misguided and unproductive.

The HOA and CDD need to partner and put their time and effort into what matters most. Safety, quality of life, aesthetics, and transparency.

We bought into a gated community which is no longer gated. We bought into safety and high quality, which are on a steep decline.

While there is growing frustration, there are residents who are committed to working together to resolve these and restore the safety and quality of life that we paid for and deserve. The HOA and CDD should leverage the active and caring community through joint canvassing and engage with local representatives to solve our collective issues.

EXHIBIT 11



Ron DeSantis
Governor

State of Florida

Florida Commission on Human Relations

An Equal Opportunity Employer • Affirmative Action Employer

4075 Esplanade Way • Room 110 • Tallahassee, Florida 32399-7020
(850) 488-7082 / FAX: (850) 487-1007

<http://fchr.state.fl.us>

United in One Goal: Equal Opportunity and Mutual Respect



Angela Primiano
Chair
Cheyanne Costilla
Executive Director

FCHR No. 202341508
EEOC No. 15D-2023-00602
CERTIFIED MAIL No. 7005 3110 0002 2379 6668

Rashad Fields
18931 Fisherman's Bend Dr.
Lutz, FL 33558

COMPLAINANT

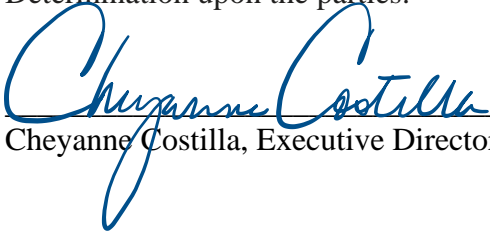
Heritage Harbor Golf Course
c/o Samantha W. Soto, Esq.
Weiss Serota Helfman Cole & Bierman
2525 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

RESPONDENT

DETERMINATION: NO REASONABLE CAUSE

Complainant filed a complaint of discrimination with the Florida Commission on Human Relations (Commission) alleging that Respondent committed unlawful retaliation, harassment, and discrimination on the basis of race in violation of the Florida Civil Rights Act of 1992. As required in Rule 60Y-5.004(1), Florida Administrative Code (F.A.C.), the Commission's Office of Employment Investigations completed an investigation of this matter, which is reported in the Investigative Memorandum. The Commission's Office of General Counsel reviewed all available evidence and the Investigative Memorandum, and made a recommendation to me, as Executive Director of the Commission, that it is unlikely that unlawful discrimination occurred in this matter.

Pursuant to the authority delegated to me in Rule 60Y-5.004(3), F.A.C., I accept the Office of General Counsel's recommendation and issue this Determination: No Reasonable Cause. Based upon this determination, the Clerk shall serve both the Determination and the attached Notice of Determination upon the parties.


Cheyanne Costilla, Executive Director

Dated: Oct. 9, 2023,

COMMISSIONERS

Angela Primiano (Chair)
Hollywood

Larry Hart (Vice Chair)
Fort Myers

Brian Battaglia
Tampa

Dawn Hanson
Tallahassee

Darrick D. McGhee Sr.
Tallahassee

Matthew Klein
Orlando

Kenyetta Mullins Moyé
Tallahassee

Vivian Myrtetus
Miami

Jay Pichard
Tallahassee

Pamela Payne
Jacksonville



Ron DeSantis
Governor

State of Florida

Florida Commission on Human Relations

An Equal Opportunity Employer • Affirmative Action Employer

4075 Esplanade Way • Room 110 • Tallahassee, Florida 32399-7020
(850) 488-7082 / FAX: (850) 487-1007

<http://fchr.state.fl.us>

United in One Goal: Equal Opportunity and Mutual Respect



Angela Primiano
Chair
Cheyenne Costilla
Executive Director

FCHR No. 202341508
EEOC No. 15D-2023-00602

Rashad Fields
18931 Fisherman's Bend Dr.
Lutz, FL 33558

COMPLAINANT

Heritage Harbor Golf Course
c/o Samantha W. Soto, Esq.
Weiss Serota Helfman Cole & Bierman
2525 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

RESPONDENT

NOTICE OF DETERMINATION: NO REASONABLE CAUSE

The Florida Commission on Human Relations has determined that there is no reasonable cause to believe that an unlawful practice occurred. A copy of the determination is attached. Complainant may request an administrative hearing with the Division of Administrative Hearings by filing a Petition for Relief within 35 days of the date the determination was signed by the Executive Director. A blank Petition for Relief form is enclosed with Complainant's notice. It may be beneficial for Complainant to seek assistance from legal counsel prior to filing the petition. This determination of no reasonable cause will become final if Complainant does not file a Petition for Relief within 35 days, and the Commission will dismiss the complaint. In addition, Complainant has a right to request that the EEOC review this determination. To secure a review, Complainant must request it in writing either within 50 days of the date the determination was signed by the Executive Director, or if a Petition for Relief is filed, within 15 days of the final resolution of the administrative process. Requests should be directed to: The Equal Employment Opportunity Commission, State and Local Department, Miami Tower, 100 SE 2nd Street, Suite 1500, Miami, Florida 33131.

The parties named in the determination may inspect the records and documents, in the custody of the Commission, which pertain to the determination. Please contact the Commission's Customer Service Office if you wish to request copies.

COMMISSIONERS

Angela Primiano (*Chair*)
Hollywood

Larry Hart (*Vice Chair*)
Fort Myers

Brian Battaglia
Tampa

Dawn Hanson
Tallahassee

Darrick D. McGhee Sr.
Tallahassee

Matthew Klein
Orlando

Kenyetta Mullins Moyé
Tallahassee

Vivian Myrtetus
Miami

Jay Pichard
Tallahassee

Pamela Payne
Jacksonville

I HEREBY CERTIFY that a copy of the foregoing Notice of Determination was mailed to the above-named addressees this 9th day of October, 2023, by U.S. & Electronic Mail.

By: _____
Clerk of the Commission Assistant

a Sanders

EXHIBIT 12

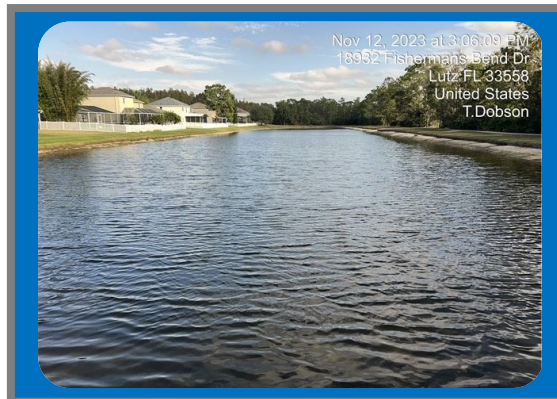
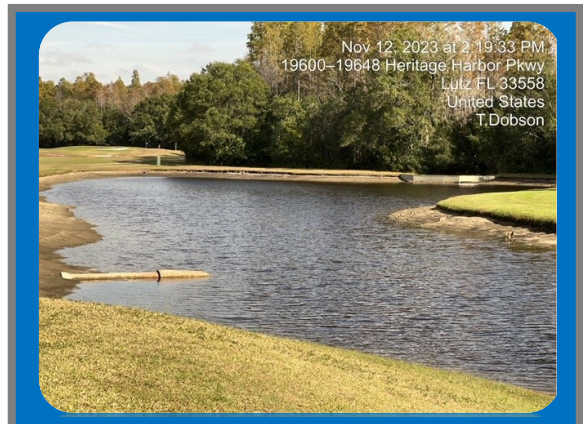
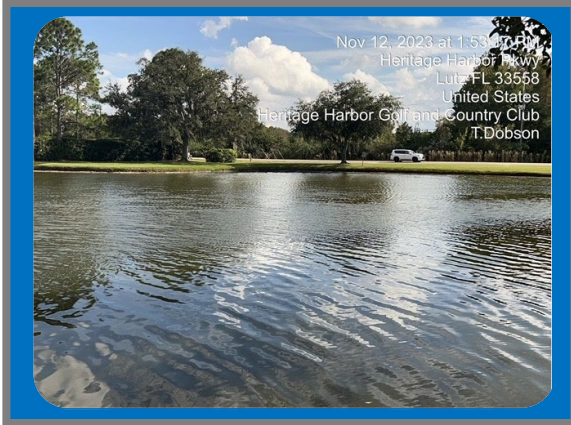


Heritage Harbor CDD Field Operations Report

October 2023

Aquatics

Pond Management: There are minimal signs of surface and subsurface algae popping up. The cooler temperatures will assist in keeping the algae at bay. Steadfast will continue to target the nuisance grasses and any additional issues that are reported. A floating mass of vegetation in the Sandy Shores pond has been one of the main focuses during October.





Heritage Harbor CDD Field Operations Report

Routine Maintenance

Bed Maintenance: The Greenview team continues to exceed expectations in maintaining the community landscape, especially with the maintenance of the beds. Everything looks sharp with very few deficiencies to report. Most of the vegetation will go into the dormant stage as we enter into the winter months.





Heritage Harbor CDD Field Operations Report

Landscape Maintenance

Mowing/Turf: There are a few areas that are struggling with the drought, but most of the turf is in good condition. Greenview is assessing the irrigation to ensure proper coverage.

Hedge Lines: The hedges are in excellent condition for the drought like conditions that we are experiencing. The pruning is to spec.





Heritage Harbor CDD Field Operations Report

Landscape Maintenance (Continued)

Crepe Myrtles & Palms: The Crepe Myrtles are beginning to shed their leaves for the winter months. Light trimming of the tips will take place in the later winter months. The palms are holding their shape with no evidence of stress from the drought.

Summer Annual Rotation: The summer annual rotation is still in full bloom offering a vibrant pop of color throughout.





Heritage Harbor CDD Field Operations Report

Observations

Guardhouse Roof: The new roof was installed the week of November 6th.

Guardhouse Attic: New floorboards, supports, and soffits are scheduled for installation the week of November 13th.

Clubhouse Stucco: A hairline fracture in the stucco should be assessed for repair during the winter months.

Declining Vegetation: Recommend replacing the declining vegetation in the bed across from the irrigation pumpstation. Greenview was notified of the recommendation.





Heritage Harbor CDD District Manager Report

October 2023

October Recap

Audit:

FY 2022 Financial Audit was completed the week of November 6th.

Cart Path Restroom Facilities Remodel:

The new doors and fixtures are in the process of being installed. A few modifications are in order before the project is complete.

Clubhouse Staff Raises:

The HOA provided a recommendation for the CDD Board to approve. Raises will be split 50/50. Specifics on the raises were emailed to the Board.

Double Bogeys:

Landlord Waiver for approval will be considered during the November 14th meeting. New poolside umbrellas and trash receptacles were purchased and installed.

Golf Course Irrigation Well:

Functioning as designed with no issues to report.

Guard House Reroofing Project:

Classic Construction Ltd. Completed the new roof and will begin installing new floorboards and the soffits the week of November 13th.

Holiday Lighting:

The approved electrical line was installed at the east entrance to allow for proper holiday lighting. The holiday lighting at the main entrance will be installed upon the completion of the Guardhouse roof repairs.

Sandy Shores Drive Pond:

A floating mass of vegetation is currently being treated by Steadfast. This is a natural occurrence with concern for alarm. The timeframe to eradicate the vegetation was met with resistance from one of the homeowners.

Site Visits:

10/10, 10/12, 10/16, 10/20, 10/22, 10/26, 10/30, 11/4, 11/6, 11/9, 11/12.

