

August 24, 2021

**Board of Supervisors
Heritage Harbour South
Community Development District**

AGENDA

Dear Board Members,

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors will be held on **Tuesday, August 31, 2021 at 4:00 p.m.** at the Stoneybrook Golf Club located at 8000 Stone Harbour Loop, Bradenton, Florida 34212. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on August 3, 2021.....Tab 1
 - B.** Consideration of Operation & Maintenance Expenditures for July 2021.....Tab 2
 - C.** HOA Updates
 1. Heritage Harbour Master HOA
 2. Stoneybrook HOA
 3. Lighthouse Cove HOA
- 4. STAFF REPORTS**
 - A.** District Counsel
 1. Consideration of Central Park Management Agreement....Tab 3
 - B.** District Engineer
 1. Road Paving Update
 2. District Engineer Updates
 - C.** District Manager
 1. Financial Update.....Tab 4
 2. Security Update & Traffic Monitoring Report.....Tab 5
 3. Action Item List ReviewTab 6
- 5. NEW BUSINESS**
 - A.** Public Hearing of Fiscal Year 2021-2022 Budget.....Tab 7
 1. Consideration of Resolution 2021-06; Adopting Fiscal Year 2021-2022 Final Budget.....Tab 8
 2. Consideration of Resolution 2021-07; Levying & Imposing O&M Assessments for Fiscal Year 2021-2022Tab 9
 - B.** Consideration of Resolution 2021-08; Setting Fiscal Year 2021-2022 Meeting Schedule.....Tab 10
 - C.** Presentation of 2021 Arbitrage Report Series 2013.....Tab 11
 - D.** Consideration of Arbitrage Engagement Letter Series 2013...Tab 12
 - E.** Presentation of 2021 Arbitrage Report Series 2015.....Tab 13
 - F.** Consideration of Arbitrage Engagement Letter Series 2015...Tab 14

6. SUPERVISOR REQUESTS & COMMENTS
7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at (813) 533-2950.

Sincerely,

Christina Newsome

Christina Newsome
District Manager

MINUTES OF MEETING

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

**HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors was held on **Tuesday, August 3, 2021 at 4:05 p.m.** at the Stoneybrook Recreation Center located at 200 Golden Harbour Trail, Bradenton, Florida 34212.

Present and constituting a quorum were:

Mike Neville	Board Supervisor, Chairman
Louis Brodersen	Board Supervisor, Vice-Chairman
Tad Parker	Board Supervisor, Asst. Secretary
Thomas Bakalar	Board Supervisor, Asst. Secretary
Philip Frankel	Board Supervisor, Asst. Secretary

Also present were:

Matt Huber	District Manager; Rizzetta & Company
Christina Newsome	District Manager; Rizzetta & Company
Andy Cohen	District Counsel; Persson, Cohen & Mooney, P.A.
Rick Schappacher	District Engineer; Schappacher Engineering
Bob Schleifer	Chief Operating Officer; Rizzetta & Company

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

The meeting was called to order at 4:05 p.m. by Ms. Newsome with all Board members present.

SECOND ORDER OF BUSINESS

Audience Comments

Audience member, Mrs. Brodersen, stated that debris from construction is affecting wildlife and suggests signs be put up in certain areas to make the public aware.

Audience member, Mrs. Morrison, stated that sandhill cranes are endangered and suggests the Board put up caution signs.

Audience member, Mrs. Martin, stated that signs need to be put up in the community as there are small children who play and wildlife that lives in the community and they are at risk, as there are some people who speed through the community.

Mrs. Martin, offered to be a liaison to the Board for finding signage, pricing, and location, she will gather the information and report back to the Board for the October meeting.

THIRD ORDER OF BUSINESS**Consideration of Minutes of the Board of Supervisors Regular Meeting held on June 1, 2021**

The Board reviewed and amended the minutes of the June 1, 2021 Board of Supervisors' meeting.

On a Motion from Mr. Parker, seconded by Mr. Frankel, the Board unanimously approved the Minutes of the June 1, 2021 Board of Supervisors' meeting as amended, for the Heritage Harbour South Community Development District.

FOURTH ORDER OF BUSINESS**Consideration of Operation and Maintenance Expenditures for May 2021**

On a Motion from Mr. Brodersen, seconded by Mr. Parker, the Board unanimously approved to ratify the payment of the invoices in the May 2021 Operations and Maintenance Expenditures Report in the amount of \$15,546.85, for the Heritage Harbour South Community Development District.

FIFTH ORDER OF BUSINESS**Consideration of Operation and Maintenance Expenditures for June 2021**

On a Motion from Mr. Neville, seconded by Mr. Frankel, the Board unanimously approved to ratify the payment of the invoices in the June 2021 Operations and Maintenance Expenditures Report in the amount of \$9,676.75 for the Heritage Harbour South Community Development District.

SIXTH ORDER OF BUSINESS**Discussion Regarding Wildlife Signs to be put up in Heritage Harbour (Stoneybrook)**

The Board discussed wildlife signs being placed in the community. Mr. Brodersen addressed the Board and voiced concerns of wildlife being in danger in the community and signs should be placed for their safety, as there are many reports of speeding in the community. Mrs. Martin volunteered to be the liaison for the purchasing and placement of signs. The Board asks that she works with Ms. Newsome, and report back to the Board for the October meeting. The report should include pricing, location, and types of signs being purchased.

Mr. Neville suggested the funds requested to purchase and place wildlife signs be used for more intense traffic enforcement.

SEVENTH ORDER OF BUSINESS

Heritage Harbour Master HOA

Mr. Fisher, VP MHOA addressed the Board and gave an update for the Heritage Harbor Master HOA. Mr. Fisher reported that Verizon will be out to Central Park to assess a wireless option for the security camera system.

EIGHTH ORDER OF BUSINESS

Stoneybrook HOA

Mr. Fisher also advised the Board about obtaining a proposal for damage repair of fence behind the Stoneybrook Clubhouse, Ms. Newsome will check in with Anna, HOA, for a quote.

NINTH ORDER OF BUSINESS

Lighthouse Cove HOA

Lighthouse Cove HOA, update given by Mr. Neville, advised of some vandalism at the playground. Mr. Fisher will report back after he speaks with the HOA.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Cohen gave updates to the Board regarding the Sunshine Laws, and the Master HOA Amenities Maintenance Management agreement. There are a few changes to be made and the agreement will be sent back to Mr. Ziener for review within 72 hours.

Mr. Cohen also advised the Board that there was still no word from Aquaterra.

B. District Engineer

During the District Engineer update, Mr. Schappacher advised the Board that the broken sidewalk on Brookfield Terrace should have been completed on July 26, 2021.

Mr. Schappacher made the Board aware that milling will begin on 8/9/21 and paving will begin on 8/11 or 8/12/21, depending on the weather.

Mr. Brodersen suggested a Board member be onsite to supervise repairs, Mr. Schappacher stated he will send that location information so that he or any Board member can be involved (but not together due to Sunshine issues).

Mr. Bakalar mentioned the potholes that have formed on SR-64 and posed the question of if the repair can be done by the CDD. Mr. Schappacher informed the Board that he will investigate to determine whether the road is managed by the State or the CDD.

Mr. Neville asked Mr. Schappacher to coordinate with the MHOA to send out an e-blast so that the residents are aware of the milling of the roads that will be taking place.

C. District Manager

During the District Manager report, Ms. Newsome advised the Board that the next meeting will be September 7, 2021 at 4:00 p.m. This will be the budget meeting.

ELEVENTH ORDER OF BUSINESS

Financial Update

The Board reviewed the financial statements for May and June 2021. There were no questions.

TWELFTH ORDER OF BUSINESS

Security Update & Traffic Monitoring Report

During the Security Update & Traffic Monitoring Report, Mr. Neville discussed discrepancies with the reports from one officer who patrols the area. The reports were copy and pasted and the mileage was unusually high.

Ms. Newsome will inquire with MCSO regarding the subject officer. She will check with FHP to see if they offer off-duty patrols, and other off-duty enforcement and report back to the Board at the next meeting.

Mr. Brodersen suggested hiring private security for patrols.

THIRTEENTH ORDER OF BUSINESS

Activity Timeline and Current Action Item List

The timeline review was reviewed by the Board with no additional updates to add.

The action-item list is up to date and all repairs are on schedule.

FOURTEENTH ORDER OF BUSINESS

Discussion Regarding Pressure Washing of Sidewalks and Curbs

During the discussion of pressure washing of curbs and sidewalks, Mr. Schappacher advised that Premier pressure washing will honor the 2020 quote and extend contract to cover the 2022 annual pressure washing. Mr. Schappacher will also bring additional quotes to the Board as well.

There was discussion regarding gutters and curbs being added to the pressure washing contract for next year's pressure washing.

Motion by Mr. Brodersen to clean all sidewalks and curbs within CDD South for upcoming FY 22-23 going forward, Motion failed.

On a Motion by Mr. Neville, seconded by Mr. Bakalar, with a 4 to 1 vote (Mr. Parker voting no), the Board of Supervisors approved a continuance of the meeting for 15 minutes.
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187 Mr. Parker exited the meeting at 5:59 p.m.

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189 **FIFTEENTH ORDER OF BUSINESS**

**Discussion Regarding Straightening
of Sign Poles in and around Entrance
to Stoneybrook's Front Gate (as
requested by Stoneybrook Property
Manager)**

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195 The MHOA has agreed to straighten the signs in and around the entrance to
196 Stoneybrook's Front Gate. Mr. Bakalar suggested that the repair happens after
197 hurricane season.

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199 **SIXTEENTH ORDER OF BUSINESS**

Supervisor Requests

200
201 During the supervisor requests, Mr. Bakalar suggests more improved services, such
202 as property visits, Ms. Newsome agreed to make the Board and MHOA aware of when
203 she comes to visit the property.

204
205 Mr. Frankel made the Board aware that the upcoming budget meeting is during
206 Rosh Hashanah, and this could cause some residents to not attend. Mr. Cohen advised
207 the Board that they can continue the meeting to a new date and time in observance of
208 this holiday.

209
210 On a Motion by Mr. Frankel, seconded by Mr. Brodersen, with a 4-0 vote, the Board
211 decided to cancel the September 7, 2021 meeting and reschedule the date to August
212 31, 2021 at 4:00 p.m., for the Heritage Harbour South Community Development District.

213
214 Mr. Neville also voiced his concern of the lack of communication received from
215 Stoneybrook Golf Club, regarding the sudden closing of the facility. The Heritage
216 Harbour Golf Club has been closed since late July and the Board was not informed.

217
218 Ms. Newsome will confirm meeting location with Stoneybrook Golf Club for August
219 31, 2021 at 4:00 p.m.

220
221 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

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223 On a Motion by Mr. Neville, seconded by Mr. Bakalar, with a 4-0 vote, the Board of
224 Supervisors adjourned the meeting at 6:10 p.m., for the Heritage Harbour South
225 Community Development District.

226
227
228
229
230 _____
Secretary / Assistant Secretary

Chairman / Vice Chairman

Heritage Harbour South Community Development District

District Office · Riverview, Florida - (813) 994-1001

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa Florida 33614

www.heritageharboursouthcdd.org

Operations and Maintenance Expenditures

July 2021

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$36,935.63**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Harbour South Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Innersync	1485	19627	Website Service Quarterly 07/21	\$ 384.38
Manatee County Sheriff's Office	1487	39733	Deputy & Equip/Admin 02/21	\$ 900.00
Manatee County Sheriff's Office	1487	39734	Deputy & Equip/Admin 03/21	\$ 900.00
Manatee County Sheriff's Office	1487	39735	Deputy & Equip/Admin 04/21	\$ 900.00
Manatee County Sheriff's Office	1487	39736	Deputy & Equip/Admin 05/21	\$ 1,260.00
Manatee County Sheriff's Office	1487	39737	Deputy & Equip/Admin 06/21	\$ 1,260.00
Persson, Cohen & Mooney, P.A	1486	764	Legal Services 06/21	\$ 1,048.00
Pond Professional, LLC	1488	HH Pond48 Erosion2	Pond Erosion Repair 06/21	\$ 24,390.00
Rizzetta & Company, Inc.	1484	INV0000059359	District Management Fees 07/21	\$ 4,843.25
Schappacher Engineering LLC	1489	1932	Engineering Services 06/21	<u>\$ 1,050.00</u>
Report Total				<u>\$ 36,935.63</u>

**AGREEMENT BETWEEN HERITAGE HARBOUR SOUTH COMMUNITY
DEVELOPMENT DISTRICT AND HERITAGE HARBOUR MASTER ASSOCIATION
INC. REGARDING CENTRAL PARK AMENITY MANAGEMENT**

THIS AGREEMENT is made and entered between Heritage Harbour South Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, hereinafter referred to as the "District" or "CDD", and Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation, whose address is c/o ICON Management Services, Inc., 4654 State Road 64 E., Suite 503, Bradenton, Florida 34208, hereinafter referred to as the "HOA."

WHEREAS, the District is a local unit of special purpose government established by ordinance of the Board of County Commissioners of Manatee County, Florida, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, water and wastewater facilities, recreation, and other infrastructure improvements; and

WHEREAS, the HOA is a private not-for-profit corporation serving as an association of certain property owners, including but not limited to property owners within the boundaries of the District, with a purpose of management of certain common property and amenities in the Heritage Harbour community: and

WHEREAS, HOA desires to manage and maintain improvements and activities on property currently owned by the CDD with multiple amenities including but not limited to baseball fields, a lighthouse, soccer fields and a playground area. The aforementioned property is collectively referred to as "Central Park" all as depicted in Exhibit "A"; and

WHEREAS, HOA and the CDD have a mutual interest in insuring that the Central Park facilities and activities are managed and maintained to the highest standards in accordance with this agreement; and

WHEREAS, the CDD will retain ownership of the Central Park areas currently owned and HOA will be responsible for management and maintenance of the park amenities.

NOW THEREFORE, for and in consideration of the mutual promises set forth above and the covenants, obligations, duties, and benefits set forth below, CDD and HOA agree as follows:

SECTION 1. RECITALS; PURPOSE

The Recitals set forth above are hereby adopted and incorporated into this Agreement as if more fully set forth herein. The purpose of this Agreement is to set forth the covenants and conditions under which HOA will manage and maintain Central Park and accomplish the objectives set forth in the Recitals.

SECTION 2. GENERAL PROJECT DESCRIPTION

During the term of this Agreement and any renewals thereof, the HOA shall manage and maintain Central Park at no cost to the CDD. However, the foregoing does not preclude cost sharing among the parties in the future if both parties mutually agree in writing for the best interest of the community. Further, any capital improvement to Central Park greater than \$ [REDACTED] in total cost shall be first approved by the CDD and the costs thereof shall be borne by the CDD.

SECTION 3. HOA'S OBLIGATIONS

HOA shall, at its sole cost and expense, in a satisfactory and proper manner, as determined by CDD and HOA, perform all tasks necessary to maintain and manage Central Park including but not limited to the following:

1. HOA shall hire, provide, and/or pay for all contractors, subcontractors, labor, materials, services, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for proper maintenance and management of Central Park.
2. HOA shall manage all amenities including but not limited to the baseball fields, soccer fields and related infrastructure at Central Park.
3. HOA shall obtain and pay for all permits, licenses, governmental fees, and inspections necessary for proper maintenance and management of Central Park.
4. HOA shall be solely responsible for the maintenance and management of Central Park including any costs associated therewith, as may be required by any applicable codes, ordinances, rules and regulations, orders of public agencies, and laws, whether governmental or non-governmental.
5. HOA shall ensure all contractors, subcontractors, laborers, materialmen, employees, agents, and others working on the management and maintenance of Central Park comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to performance of the work required for proper maintenance and management of Central Park.
6. HOA shall provide all utilities required by the contractors, subcontractors, laborers, materialmen, employees, agents, and others performing work at Central Park.
7. With the exception of real estate taxes, if any, HOA shall pay all taxes required by law in connection with the management of Central Park, including sales, use, and similar taxes, and shall secure and pay the fees for all licenses and permits necessary for proper maintenance and management of Central Park.
8. HOA has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of users of Central Park and those performing work at Central Park. In this regard, HOA shall take reasonable precautions for the safety of all users and other persons who might provide work at Central Park, complying with all applicable laws, ordinances, rules, regulations, and orders.
9. HOA shall be solely responsible for all services referenced under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all work, as well as adherence to this Agreement. It shall supervise and direct its contractors, subcontractors, laborers, materialmen, employees, agents, and others working on maintaining and

managing Central Park to the best of its ability and give all attention necessary for such proper supervision and direction.

10. HOA shall maintain at all times strict discipline among its contractors, subcontractors, laborers, materialmen, employees, agents and others working on the management and maintenance of Central Park and agrees not to employ for work on the project any contractors, subcontractors, laborers, materialmen, employees, agents and others working on the management and maintenance of Central Park unfit or without sufficient skill to perform the job for which such contractors, subcontractors, laborers, materialmen, employees, agents and others working on the management and maintenance of Central Park were retained. HOA agrees to abide by all applicable laws including but not limited to Federal anti-discrimination laws.
11. HOA shall maintain and manage Central Park in the same fashion and to the same standards or better than Central Park is currently being maintained and managed, as determined in the reasonable discretion of the CDD.
12. HOA shall communicate in writing, electronic or hard copy, with the CDD regarding any changes to the management and maintenance standards. The CDD shall respond in writing, electronic or hard copy, within five (5) business days and state whether it has any objections to the changes and, if so, specify the objections and actions that must be taken by HOA. HOA shall notify the CDD in writing within two (2) business days if HOA disputes the CDD's objections, in which event HOA and a CDD representative agree to meet and confer within five (5) business days of HOA's written dispute notice to the CDD to try to resolve any differences.

SECTION 4. CDD OBLIGATIONS

Subject to HOA's compliance with the requirements set forth below, CDD agrees to provide access to Central Park and all its facilities to HOA and its subcontractors and/or vendors performing services pursuant to this Agreement.

SECTION 5. TERM

After execution by the last of both parties to this Agreement, the term of this Agreement shall be three (3) years from _____, 2021. This Agreement renews automatically for one (1) year periods unless terminated or modified as referenced herein. Either party may terminate this Agreement for any reason in its sole and absolute discretion with or without cause on September 30th of each calendar year provided the terminating party provides the other party written notice of termination (either by hand delivery, electronic mail or certified mail return receipt requested) no later than May 30th of such calendar year. If notice of termination is not received by the receiving party by May 30th of each year, then the effective date of termination shall be September 30th of the following calendar year, unless otherwise agreed to by both parties in writing. The notice shall be sent to the parties at the address as set forth in this Agreement or such other address provided in writing by each party.

SECTION 6. INSURANCE

Before performing any services related to this Agreement, the HOA shall assure that all contractors and subcontractors performing the work on CDD facilities have secured insurance for the performance of their services from providers licensed in the State of Florida, with limits of liability not less than the following:

Workers Compensation: Statutory

General Liability

Bodily Injury \$1,000,000/\$2,000,000

Property Damage \$1,000,000/\$2,000,000

Vehicle Insurance \$500,000 per claim with annual aggregate of not less than \$1,000,000

The CDD, its supervisors, officers, agents, employees, and volunteers shall be named as additional insureds. At no time shall an individual or company performing work on CDD property be without insurance in the above amounts. Any agreement to perform services shall further provide that no policy may be cancelled without written notice to the CDD and the HOA. Insurance shall be from a reputable insurance carrier subject to the reasonable approval of the CDD. If at any time a vendor fails to adhere to the referenced insurance requirements, the CDD has the authority to terminate this Agreement immediately.

SECTION 7. REPRESENTATIVES

CDD designates its District Manager to act as the CDD's representative with respect to this Agreement. The District Manager shall have complete authority to transmit decisions, receive information, interpret, and define the District's policies and decisions with respect to the Agreement and the HOA may rely on such authority. The HOA and CDD will also each identify an individual who will be designated as the liaison for their respective boards for the purposes of this Agreement.

SECTION 8. OWNERSHIP

CDD shall retain sole ownership of the Central Park areas it currently owns. No actions by this Agreement on the part of the CDD or HOA shall transfer ownership of Central Park. In addition, the CDD reserves all rights to sell any or all of the Central Park areas it owns at a future date should it so decide.

SECTION 9. REPORTING

HOA shall submit a semi-annual maintenance and management report to CDD. The report, at a minimum, shall outline all tasks completed to date, pictures, permits, inspection reports, tasks to be completed, and a timeline to project completion. All reports shall be signed and dated by the HOA President.

SECTION 10. EFFECTIVE DATE.

The Effective Date of this Agreement shall be as referenced in Section 5 above.

SECTION 11. INSPECTIONS

CDD's agents and representatives shall have the right to inspect Central Park at any time. CDD inspections or lack of inspections shall not relieve HOA of any responsibility, obligation, or liability assumed herein. **SECTION 12. AUTHORIZATION**

The execution of this Agreement has been duly authorized by the appropriate body or official of the CDD and the HOA and both the CDD and HOA have the full power and authority to comply with the terms and provisions of this Agreement.

SECTION 13. ATTORNEY'S FEES.

If any litigation occurs between the parties as a result of this Agreement or any document or act required by this Agreement, including but not limited to the CDD's enforcement of the HOA's indemnification responsibilities referenced herein, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to and reasonableness of fees and costs.

SECTION 14. COMPLIANCE WITH ALL APPLICABLE LAWS

The parties agree to observe and comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to their operations under this Agreement.

SECTION 15. THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the CDD, and the HOA and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the CDD and the HOA any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the CDD and the HOA and their respective representatives, successors and assigns. Any warranties provided to the HOA by its subcontractors and/or vendors performing work pursuant to this Agreement shall be transferable to the CDD as a third-party beneficiary.

SECTION 16. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

SECTION 17. ARM'S LENGTH TRANSACTION

This Agreement has been negotiated fully between the CDD and the HOA as an arm's length transaction. The CDD and the HOA participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provisions of this Agreement, the parties are each deemed to have drafted, chose and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 18. LIMITATIONS ON GOVERNMENT LIABILITY

Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 19. COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one same instrument.

SECTION 20. AUDITS

In the performance of this Agreement, HOA shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, HOA books, records, and accounts related to performance of this Agreement shall be open to inspection by an authorized CDD representatives during regular business hours and shall be retained by HOA for a period of five (5) years after termination or completion of the Agreement, or until any litigation and/or claims stemming from this Agreement are complete, whichever comes last. All books, records, and accounts related to performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

SECTION 21. ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 22. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for any party to initiate legal action regarding this Agreement, venue shall lie in Manatee

County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 23. PUBLIC RECORDS

A. IF HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(813) 514-0400 OR BY E-MAIL, INFO @RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

B. HOA understands that by virtue of this Agreement, all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If HOA will act on behalf of CDD, as provided under section 119.011(2), Florida Statutes, HOA, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by CDD to perform the service.
2. Upon request from CDD's custodian of public records, provide CDD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the HOA does not transfer the records to the CDD.
4. If HOA keeps and maintains public records upon completion of the Agreement, HOA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CDD, upon request from CDD's custodian of public records, in a format that is compatible with CDD information technology systems.
5. If HOA does not comply with a public records request, CDD shall enforce the Agreement provisions in accordance with the Agreement.

SECTION 24. INDEMNIFICATION

HOA agrees to be liable for any and all damages, losses, and expenses incurred by CDD caused by the negligent, breach of contract, or willful acts and/or omissions of HOA or any of their employees, agents, sub-contractors, and/or representatives related to this Agreement. HOA agrees to indemnify, defend, and hold CDD harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of HOA or any of their employees, agents, sub-contractors and/or representatives related to this Agreement.

SECTION 25. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 26. ASSIGNMENT

This Agreement shall be assignable by HOA only upon the express written consent of CDD.

SECTION 27. WAIVER

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 28. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to CDD and HOA. All notices required and/or made pursuant to this Agreement to be given to CDD and HOA, shall be in writing and unless specifically stated otherwise, given by means of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CDD:

Heritage Harbour South Community Development District

c/o Rizzetta & Company

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

Attn: District Manager

With a Copy to:

Andrew H. Cohen, Esq.

Persson, Cohen & Mooney, P.A.

6853 Energy Court

Lakewood Ranch, FL 34240

HOA:

Heritage Harbour Master Association, Inc.

c/o ICON Management Services

4654 State Road 64 E. Suite 503

Bradenton, FL 34208

With a Copy to:

Paul Olah, Esq.

Law Offices of Wells & Olah, P.A.

1800 Second Street Suite 808

Sarasota, FL 34236

SECTION 29. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 30. HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02, Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, HOA must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States, and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, HOA must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4)

include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

IN WITNESS WHEREOF, CDD and HOA do hereby authorize and have executed this Agreement as of the dates written.

ATTEST:

Heritage Harbour South

Community Development District

Secretary/Assistant Secretary

Chairman of the Board of Supervisors

Date: _____

Signature of Witness

Heritage Harbour Master Association Inc.

Signature of Witness

Print Name: _____

Its: _____

Date _____



Rizzetta & Company

Heritage Harbour South Community Development District

heritageharboursouthcdd.org

**Approved Proposed Budget for Fiscal
Year 2021/2022**

Presented by: Rizzetta & Company, Inc.

**9428 Camden Field Parkway
Riverview, Florida 33578
813-533-2950**

rizzetta.com

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GENERAL FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.



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Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to day operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and



accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.



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EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.



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Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.



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Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.



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Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Approved Proposed Budget
Heritage Harbour South Community Development District
General Fund
Fiscal Year 2021/2022

Chart of Accounts Classification	Actual YTD through 02/28/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
REVENUES							
Interest Earnings							
Interest Earnings		\$ -	\$ -	\$ -	\$ -	\$ -	
Special Assessments							
Tax Roll*	\$ 295,731	\$ 295,731	\$ 292,399	\$ 3,332	\$ 292,399	\$ -	\$374,288 w/ Reserves
TOTAL REVENUES	\$ 295,731	\$ 295,731	\$ 292,399	\$ 3,332	\$ 292,399	\$ -	
TOTAL REVENUES AND BALANCE FORWARD	\$ 295,731	\$ 295,731	\$ 292,399	\$ 3,332	\$ 292,399	\$ -	
EXPENDITURES - ADMINISTRATIVE							
Legislative							
Supervisor Fees	\$ 4,000	\$ 9,600	\$ 9,000	\$ (600)	\$ 9,000	\$ -	9600
Financial & Administrative							
Administrative Services	\$ 2,085	\$ 5,004	\$ 5,004	\$ -	\$ 5,004	\$ -	5004
District Management	\$ 11,609	\$ 27,862	\$ 27,861	\$ (1)	\$ 27,861	\$ -	10% reduction after 1/1/21 30120
District Engineer	\$ 16,815	\$ 40,356	\$ 15,000	\$ (25,356)	\$ 15,000	\$ -	50% reduction 29261
Disclosure Report	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	1100
Trustees Fees	\$ 9,213	\$ 9,213	\$ 9,000	\$ (213)	\$ 9,000	\$ -	10963
Assessment Roll	\$ 5,250	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ -	5250
Financial & Revenue Collections	\$ 2,188	\$ 5,251	\$ 5,250	\$ (1)	\$ 5,250	\$ -	5250
Accounting Services	\$ 8,335	\$ 20,004	\$ 20,004	\$ -	\$ 20,004	\$ -	20004
Auditing Services	\$ -	\$ -	\$ 3,600	\$ 3,600	\$ 3,600	\$ -	3623
Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	1500
Miscellaneous Mailings	\$ -	\$ -	\$ 250	\$ 250	\$ 250	\$ -	0
Public Officials Liability Insurance	\$ 2,960	\$ 2,960	\$ 3,101	\$ 141	\$ 3,101	\$ -	EGIS Estimate 2819
Legal Advertising	\$ 130	\$ 312	\$ 500	\$ 188	\$ 500	\$ -	991
Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	175
Miscellaneous Fees	\$ 528	\$ 1,267	\$ 350	\$ (917)	\$ 350	\$ -	922
Website Hosting, Maintenance, Backup (and	\$ 1,644	\$ 3,946	\$ 4,000	\$ 54	\$ 4,000	\$ -	5963
Misc. Administrative Fees	\$ 221	\$ 530	\$ 650	\$ 120	\$ 650	\$ -	922
Legal Counsel							
District Counsel	\$ 9,111	\$ 21,866	\$ 25,000	\$ 3,134	\$ 25,000	\$ -	19375
Administrative Subtotal	\$ 75,264	\$ 155,096	\$ 135,495	\$ (19,601)	\$ 135,495	\$ -	
EXPENDITURES - FIELD OPERATIONS							
Law Enforcement							
Deputy	\$ 5,288	\$ 12,691	\$ 8,000	\$ (4,691)	\$ 8,000	\$ -	8550
Stormwater Control							
Aquatic Maintenance	\$ 15,726	\$ 15,726	\$ 30,402	\$ 14,676	\$ 30,402	\$ -	62698
Lake/Pond Bank Maintenance	\$ -	\$ -	\$ 4,750	\$ 4,750	\$ 4,750	\$ -	5510
Aquatic Plant Replacement	\$ -	\$ -	\$ 4,500	\$ 4,500	\$ 4,500	\$ -	0
Stormwater System Maintenance	\$ 19,422	\$ 46,613	\$ 4,000	\$ (42,613)	\$ 4,000	\$ -	0
Miscellaneous Expense	\$ 180	\$ 432	\$ 1,000	\$ 568	\$ 1,000	\$ -	0
Other Physical Environment							
General Liability Insurance	\$ 3,767	\$ 3,588	\$ 3,947	\$ 359	\$ 3,947	\$ -	3588
Property Insurance	\$ 14,952	\$ 13,595	\$ 14,955	\$ 1,360	\$ 14,955	\$ -	13595
Irrigation Repairs	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0
Road & Street Facilities							
Gate Facility Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	0
Sidewalk Repair & Maintenance	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	23959
Street Sign Repair & Replacement	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ -	2291
Roadway Repair & Maintenance	\$ -	\$ -	\$ 27,100	\$ 27,100	\$ 27,100	\$ -	8212
Contingency							
Miscellaneous Contingency	\$ 26,256	\$ 63,014	\$ 29,250	\$ (33,764)	\$ 29,250	\$ -	2690
Field Operations Subtotal	\$ 85,591	\$ 155,659	\$ 156,904	\$ 1,245	\$ 156,904	\$ -	
TOTAL EXPENDITURES	\$ 160,855	\$ 310,756	\$ 292,399	\$ (18,357)	\$ 292,399	\$ -	
EXCESS OF REVENUES OVER EXPENDITURES	\$ 134,876	\$ (15,025)	\$ -	\$ (15,025)	\$ -	\$ -	

Approved Proposed Budget
Heritage Harbour South Community Development District
Reserve Fund
Fiscal Year 2021/2022

Chart of Accounts Classification	Actual YTD through 02/28/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
REVENUES							
Special Assessments							
Tax Roll*	\$ 90,000	\$ 90,000	\$ 90,000	\$ -	\$ 90,000	\$ -	105500
Other Miscellaneous Revenues							
Miscellaneous Revenues (Interest Earnings)	\$ 4,720	\$ 11,328	\$ -	\$ 11,328	\$ -	\$ -	10358
TOTAL REVENUES	\$ 94,720	\$ 101,328	\$ 90,000	\$ 11,328	\$ 90,000	\$ -	
TOTAL REVENUES AND BALANCE FORWARD	\$ 94,720	\$ 101,328	\$ 90,000	\$ 11,328	\$ 90,000	\$ -	
EXPENDITURES							
Contingency							
Capital Reserves- Disaster	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	
Capital Reserves	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ -	960
TOTAL EXPENDITURES	\$ -	\$ -	\$ 90,000	\$ 90,000	\$ 90,000	\$ -	
EXCESS OF REVENUES OVER EXPENDITURES	\$ 94,720	\$ 101,328	\$ -	\$ 101,328	\$ -	\$ -	

Heritage Harbour South Community Development District
Debt Service
Fiscal Year 2021/2022

Chart of Accounts Classification	Series 2015	Series 2013	Budget for 2021/2022
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$ 122,958.70	\$ 503,210.85	\$ 626,169.55
TOTAL REVENUES	\$ 122,958.70	\$ 503,210.85	\$ 626,169.55
EXPENDITURES			
Administrative			
Financial & Administrative			
			\$ -
Debt Service Obligation	\$ 122,958.70	\$ 503,210.85	\$ 626,169.55
Administrative Subtotal	\$ 122,958.70	\$ 503,210.85	\$ 626,169.55
TOTAL EXPENDITURES	\$ 122,958.70	\$ 503,210.85	\$ 626,169.55
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -

Collection and Discount % applicable to the county:

7.0%

Gross assessments

\$ 672,432.94

Notes:

Tax Roll County Collection Costs and Early Payment Discount is 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

Heritage Harbour South Community Development District

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget	\$382,399.00
Collection Cost @ 3%	\$12,335.45
Early Payment Discount @ 4%:	\$16,447.27
2021/2022 Total:	\$411,181.72
2020/2021 O&M Budget	\$382,399.00
2021/2022 O&M Budget	\$382,399.00
Total Difference:	\$0.00

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2020/2021	2021/2022	\$	%
Series 2013 Debt Service - Single Family 55'	\$466.27	\$466.27	\$0.00	0.00%
Operations/Maintenance - Single Family 55'	\$309.24	\$309.24	\$0.00	0.00%
Total	\$775.51	\$775.51	\$0.00	0.00%
Series 2013 Debt Service - Single Family 65'	\$618.86	\$618.86	\$0.00	0.00%
Operations/Maintenance - Single Family 65'	\$313.17	\$313.17	\$0.00	0.00%
Total	\$932.03	\$932.03	\$0.00	0.00%
Series 2013 Debt Service - Single Family 80'	\$771.46	\$771.46	\$0.00	0.00%
Operations/Maintenance - Single Family 80'	\$321.01	\$321.01	\$0.00	0.00%
Total	\$1,092.47	\$1,092.47	\$0.00	0.00%
Series 2013 Debt Service - Single Family 85'	\$915.58	\$915.58	\$0.00	0.00%
Operations/Maintenance - Single Family 85'	\$323.46	\$323.46	\$0.00	0.00%
Total	\$1,239.04	\$1,239.04	\$0.00	0.00%
Series 2013 Debt Service - Stone Harbour Condo.	\$296.71	\$296.71	\$0.00	0.00%
Operations/Maintenance - Stone Harbour Condo.	\$262.46	\$262.46	\$0.00	0.00%
Total	\$559.17	\$559.17	\$0.00	0.00%
Series 2013 Debt Service - Twin Villas	\$385.73	\$385.73	\$0.00	0.00%
Operations/Maintenance - Twin Villas	\$267.36	\$267.36	\$0.00	0.00%
Total	\$653.09	\$653.09	\$0.00	0.00%
Series 2013 Debt Service - Club Home	\$385.73	\$385.73	\$0.00	0.00%
Operations/Maintenance - Club Home	\$265.64	\$265.64	\$0.00	0.00%
Total	\$651.37	\$651.37	\$0.00	0.00%
Series 2013 Debt Service - Golf Course (per acre)	\$1,898.18	\$1,898.18	\$0.00	0.00%
Operations/Maintenance - Golf Course	\$641.28	\$641.28	\$0.00	0.00%
Total	\$2,539.46	\$2,539.46	\$0.00	0.00%
Series 2015 Debt Service - LHC - Single Family 40'	\$303.90	\$303.90	\$0.00	0.00%
Operations/Maintenance - LHC - Single Family 40'	\$215.81	\$215.81	\$0.00	0.00%
Total	\$519.71	\$519.71	\$0.00	0.00%
Series 2015 Debt Service - Lighthouse Cove Condo	\$227.92	\$227.92	\$0.00	0.00%
Operations/Maintenance - Lighthouse Cove Condo	\$200.53	\$200.53	\$0.00	0.00%
Total	\$428.45	\$428.45	\$0.00	0.00%
Debt Service - Townhomes (Parcel 17)	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - Townhomes (Parcel 17)	\$184.49	\$184.49	\$0.00	0.00%
Total	\$184.49	\$184.49	\$0.00	0.00%
Debt Service - Aquaterra (per acre)	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - Aquaterra	\$127.42	\$127.42	\$0.00	0.00%
Total	\$127.42	\$127.42	\$0.00	0.00%

HERITAGE HARBOUR SOUTH

FISCAL YEAR 2021/2022 DEBT AND O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$382,399
COLLECTION COSTS @	3.0%	\$12,335
EARLY PAYMENT DISCOUNT @	4.0%	\$16,447
TOTAL O&M ASSESSMENT		<u>\$411,182</u>

<u>O&M 1</u>	Admin and Reuse Water
\$191,647	
<u>\$14,425</u>	
<u><u>\$206,072</u></u>	

O&M 2	Stormwater Facilities
\$44,652	
\$3,361	
\$48,013	

**Community Specific Costs
(Roadway/Landscape/Gate)**

**Contingency/Disaster
(Community Restoration)**

LOT SIZE	ALLOCATION OF O&M ASSESSMENT			ALLOCATION OF O&M ASSESSMENT			ALLOCATION OF O&M ASSESSMENT			ALLOCATION OF O&M ASSESSMENT			PER LOT ANNUAL ASSESSMENT			
	O&M 1 UNITS	TOTAL	O&M 1	O&M 2 UNITS	TOTAL	O&M 2	O&M 3 UNITS	TOTAL	O&M 3	O&M 4 UNITS	TOTAL	O&M 4	TOTAL	2013 DEBT	2015 DEBT	TOTAL (3)
		O&M BUDGET	PER UNIT		O&M BUDGET	PER UNIT		O&M BUDGET	PER UNIT		O&M BUDGET	PER UNIT	O&M SERVICE ⁽²⁾	O&M SERVICE ⁽²⁾		
SB - Single Family 55'	248	\$38,435.97	\$154.98	248	\$8,152.75	\$32.87	248	\$14,341.20	\$57.83	248	\$15,762.53	\$63.56	\$309.24	\$466.27		\$775.51
SB - Single Family 65'	225	\$35,313.43	\$156.95	225	\$7,836.66	\$34.83	225	\$13,011.17	\$57.83	225	\$14,300.68	\$63.56	\$313.17	\$618.86		\$932.03
SB - Single Family 80'	154	\$24,775.24	\$160.88	154	\$5,966.10	\$38.74	154	\$8,905.42	\$57.83	154	\$9,788.02	\$63.56	\$321.01	\$771.46		\$1,092.47
SB - Single Family 85'	19	\$3,080.02	\$162.11	19	\$759.30	\$39.96	19	\$1,098.72	\$57.83	19	\$1,207.61	\$63.56	\$323.46	\$915.58		\$1,239.04
Stone Harbour Condo.	120	\$15,784.43	\$131.54	120	\$3,226.18	\$26.88	120	\$4,857.50	\$40.48	120	\$7,627.03	\$63.56	\$262.46	\$296.71		\$559.17
Twin Villas	145	\$19,428.97	\$133.99	145	\$4,252.76	\$29.33	145	\$5,869.48	\$40.48	145	\$9,216.00	\$63.56	\$267.36	\$385.73		\$653.09
Club Home	36	\$4,792.80	\$133.13	36	\$1,025.06	\$28.47	36	\$1,457.25	\$40.48	36	\$2,288.11	\$63.56	\$265.64	\$385.73		\$651.37
Golf Course	24.26	\$7,796.93	\$321.39	24.26	\$6,188.98	\$255.11	24.26	\$29.61	\$1.22	24.26	\$1,541.93	\$63.56	\$641.28	\$1,898.18		\$2,539.46
LHC - Single Family 40'	245	\$26,498.52	\$108.16	245	\$4,582.62	\$18.70	245	\$6,220.30	\$25.39	245	\$15,571.86	\$63.56	\$215.81		\$303.90	\$519.71
Lighthouse Cove Condo	255	\$25,628.73	\$100.50	255	\$4,769.66	\$18.70	255	\$4,531.93	\$17.77	255	\$16,207.44	\$63.56	\$200.53		\$227.92	\$428.45
Parcel 17 Townhome	44	\$4,068.42	\$92.46	44	\$1,252.85	\$28.47	0	\$0.00	\$0.00	44	\$2,796.58	\$63.56	\$184.49			\$184.49
Aquaterra 2	4	\$255.43	\$63.86	0	\$0.00	\$0.00	0	\$0.00	\$0.00	4	\$254.23	\$63.56	\$127.42			\$127.42
Aquaterra	3.338	\$213.15	\$63.86	0	\$0.00	\$0.00	0	\$0.00	\$0.00	3.338	\$212.16	\$63.56	\$127.42			\$127.42
	1522.598	\$206,072.04		1515.26	\$48,012.90		1471.26	\$60,322.58		1522.598	\$96,774.19					
Collection Costs/Discounts		(\$14,425.04)			(\$3,360.90)			(\$4,222.58)			(\$6,774.19)					
Net Revenue		\$191,647.00			\$44,652.00			\$56,100.00			\$90,000.00					

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors ("**Board**") of the Heritage Harbour South Community Development District ("**District**") a proposed budget for the next ensuing budget year ("**Proposed Budget**"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2020-2021 and/or revised projections for fiscal year 2021-2022.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Heritage Harbour South Community Development District for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sum of \$_____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$ _____
Total Reserve Fund	\$ _____
Total Debt Service Funds – Series 2013	\$ _____
Total Debt Service Funds – Series 2015	\$ _____
Total All Funds*	\$ _____

*Not inclusive of any collection costs or early payment discounts.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 31, 2021.

Attested By:

**Heritage Harbour South
Community Development District**

Secretary/Assistant Secretary

Mike Neville
Chair of the Board of Supervisors

Exhibit A: FY 2021-2022 Adopted Budget

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Heritage Harbour South Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in Manatee County, Florida ("**County**");

WHEREAS, the Board of Supervisors of the District ("**Board**") hereby determines to undertake various activities described in the District's adopted budget for fiscal year 2021-2022 attached hereto as **Exhibit A ("FY 2021-2022 Budget")** and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2021-2022 Budget;

WHEREAS, the provision of the activities described in the FY 2021-2022 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector ("**Uniform Method**") pursuant to Chapters 190 and 197, Florida Statutes;

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser ("**Property Appraiser**") and County Tax Collector ("**Tax Collector**") to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel's portion of the

FY 2021-2022 Budget (“**O&M Assessments**”);

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2021-2022 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

WHEREAS, it is in the best interests of the District to certify the Assessment Roll to the Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2021-2022 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2021-2022 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2021-2022 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

- a. **Uniform Method for all Debt Assessments and all O&M Assessments.** The collection of all Debt Assessments and all O&M Assessments for all lands within the District, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in the Assessment Roll. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
- b. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

Section 8. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 9. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 31, 2021.

Attested By:

**Heritage Harbour South
Community Development District**

Secretary/Assistant Secretary

Mike Neville
Chair of the Board of Supervisors

**Exhibit A: FY 2021-2022 Budget
Exhibit B: Assessment Roll**

Exhibit A: FY 2021-2022 Budget

Exhibit B:
Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Assessment roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes.

RESOLUTION 2021-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Heritage Harbour South Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Manatee County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Manatee County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 31st DAY OF AUGUST, 2021.

**HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

BOARD OF SUPERVISORS MEETING DATES HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022

October 5, 2021
November 2, 2021
December 7, 2021
February 1, 2022
March 1, 2022
April 5, 2022
May 3, 2022
June 7, 2022
August 2, 2022
September 6, 2022

All meetings will convene at 4:00 p.m., the location is Stoneybrook Golf Club,
8000 Stone Harbour Loop, Bradenton, Florida 34212.