

Heritage Harbour Market Place

Community Development District

*Meeting Agenda
June 4, 2026*

*PFM Management Services LLC
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
Phone: (954) 658-4900*

HERITAGE HARBOUR MARKET PLACE
Community Development District

LOCATION: Sanctuary Clubhouse (Community Room)
6835 Willowshire Way
Bradenton, Florida 34212

DATE: June 4, 2026

TIME: 12:30 PM

MEETING AGENDA

Board of Supervisors

Danielle Graef, Chairman
Brian Billingham, Vice Chairman
Chelsea Rusk, Assistant Secretary
Daniel Hulgas, Assistant Secretary
Bob Beene, Assistant Secretary

James P. Ward, District Manager
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
wardj@pfm.com
Phone: (954) 658-4900

The Public is provided with two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes unless further time is granted by the Presiding Officer. All remarks shall be addressed to the Board as a body and not to any member of the Board or staff. Please state your name and the name of the entity represented (if applicable) and the item on the agenda to be addressed.

Pursuant to Florida Statutes 286.0105, if a person decided to appeal any decision made by the body with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

Meeting Link: <https://pfmccd.webex.com/pfmccd/j.php?MTID=mb8f97c2019e6e65e32d279a8578e081c>

✓ Phone: (408) 418-9388 Code: 2539 012 1143; Event Password: Jpward

JUNE, 2026

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AGENDA

1. Call to Order & Roll Call.

2. Minutes:
 - I. April 2, 2026 - Public Hearing and Regular Meeting.

Pages 5-9

3. Consideration of **Resolution 2026-7**, a Resolution of the Board of Supervisors of Heritage Harbour Market Place Community Development District Approving the Agreements with PFM Management Services LLC, and PFM Financial Advisors LLC; Authorizing the Chairperson to Execute the Agreements; Providing General Authorization; and addressing conflicts, severability, and an effective date.

Pages 10-40

4. Staff Reports.
 - I. District Attorney.
 - II. District Engineer.
 - III. District Manager.
 - a) Supervisor of Elections Qualified Elector Report dated April 15, 2026.
 - b) **Important Board Meeting Dates for Balance of Fiscal Year 2026.**
 - Landowners' Election and Regular Meeting: Thursday, November 5, 2026 at 12:30p.m.
 - c) Financial Statement for period ending March 31, 2026 (unaudited).
 - d) Financial Statement for period ending April 30, 2026 (unaudited).

Pages 41-55

5. Supervisors' Requests.

6. Public Comments for Non-Agenda items.

These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.

7. Adjournment.

AGENDA

Meeting Schedule-FY 2026

Thursday, October 2, 2025	Thursday, November 6, 2025
Thursday, December 4, 2025	Thursday, January 1, 2026 NO MEETING
Thursday, February 5, 2026	Thursday, March 5, 2026
Thursday, April 2, 2026	Thursday, May 7, 2026
<u>Thursday, June 4, 2026</u>	Thursday, July 2, 2026 NO MEETING
Thursday, August 6, 2026	Thursday, September 3, 2026

This portion of the agenda is provided for a more comprehensive explanation of the items for consideration by the Board of Supervisors during the meeting.

Item 2: Minutes - April 2, 2026 - Public Hearing and Regular Meeting.

Item 3: **Resolution 2026-7**, a Resolution of the Board of Supervisors of Heritage Harbour Market Place Community Development District Approving the Agreements with PFM Management Services LLC and PFM Financial Advisors LLC; Authorizing the Chairperson to Execute the Agreements; Providing General Authorization; and addressing conflicts, severability, and an effective date.

Item 4: Staff Reports: Staff Reports are an opportunity to communicate to the Board of Supervisors on matters that did not require Board action or that did not appear on the Agenda and the Professional Staff deemed this to be of a matter that was to be brought to the attention for action or informational purposes of the Board of Supervisors before the ensuing Board of Supervisors Meeting.

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**MINUTES OF MEETING
HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT**

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The Regular Meeting of the Board of Supervisors of the Tern Bay Community Development District was held on Thursday, April 2, 2026 at the Sanctuary Clubhouse (Community Room), 6835 Willowshire Way, Bradenton, Florida 34212. It began at 12:30 p.m. and was presided over by Ms. Danielle Graef, Chairperson, and James P. Ward as Secretary.

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Present and constituting a quorum:

Danielle Graef	Chairperson
Brian Billingham	Vice Chair
Bob Beene	Assistant Secretary

Absent:

Daniel Huglas	Assistant Secretary
Chelsea Rusk	Assistant Secretary

Also present were:

James P. Ward	District Manager
Wes Haber	District Counsel

Audience:

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes. Portions of these minutes may be transcribed in verbatim.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at approximately 12:35 p.m. He called roll and all Members of the Board were present, with the exception of Supervisor Huglas and Supervisor Rusk, constituting a quorum.

SECOND ORDER OF BUSINESS

Notice of Advertisement

Notice of Advertisement of Public Hearings and Regular Meeting

THIRD ORDER OF BUSINESS

Consideration of Minutes

February 5, 2026 - Regular Meeting Minutes

48 Mr. Ward asked if there were any additions, corrections, or deletions to the Minutes; hearing
49 none, he called for a motion.
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On MOTION made by Danielle Graef, seconded by Brian Billingham, and with all in favor, the February 5, 2026 Regular Meeting Minutes were approved.

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FOURTH ORDER OF BUSINESS FISCAL YEAR 2027 BUDGET

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58 Mr. Ward explained the Public Hearing process noting there were two public hearings, the
59 first related to the Budget itself.
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I. Public Comment and Testimony

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Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Danielle Graef, seconded by Brian Billingham, and with all in favor, the Public Hearing was opened.

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Mr. Ward asked if there were any members of the public present in person, or on audio or video with questions regarding the Fiscal Year 2027 budget; there were none. He called for a motion to close the public hearing.

On MOTION made by Danielle Graef, seconded by Brian Billingham, and with all in favor, the Public Hearing was closed.

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II. Board Comment

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Mr. Ward asked if there were any Board questions; there were none.

III. Consideration of Resolution 2026-3, a Resolution of the Board of Supervisors adopting the Annual Appropriation and Budget for Fiscal Year 2027

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Mr. Ward called for a motion to approve the budget beginning October 1, 2026 and ending on September 30, 2027.

On MOTION made by Danielle Graef, seconded by Brian Billingham, and with all in favor, Resolution 2026-3 was adopted, and the Chair was authorized to sign.

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b) FISCAL YEAR 2027 IMPOSING SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE

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95 Mr. Ward indicated this public hearing set into place the assessment rates and certified an
96 assessment roll.

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I. Public Comment and Testimony

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Mr. Ward called for a motion to open the Public Hearing.

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On MOTION made by Danielle Graef, seconded by Brian Billingham, and with all in favor, the Public Hearing was opened.

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Mr. Ward asked if there were any members of the public present in person, or on audio or video with questions; there were none. He called for a motion to close the public hearing.

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On MOTION made by Danielle Graef, seconded by Brian Billingham, and with all in favor, the Public Hearing was closed.

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II. Board Comment

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Mr. Ward noted Resolution 2026-4 set the assessment rate for the general fund and adopted an assessment roll. He asked if there were any questions; there were none.

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III. Consideration of Resolution 2026-4, a resolution of the Board of Supervisors imposing special assessments, and certifying an assessment roll

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Mr. Ward called for a motion.

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On MOTION made by Danielle Graef, seconded by Brian Billingham, and with all in favor, Resolution 2026-4 was adopted, and the Chair was authorized to sign.

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FIFTH ORDER OF BUSINESS

Consideration of Resolution 2026-5

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Consideration of Resolution 2026-5, a Resolution of the Heritage Harbour Market Place Community Development District Board of Supervisors Designating a Date, Time and Location for a Landowners' Meeting and Election for Thursday, November 5, 2026, at 12:30 p.m. at the River Strand Golf and Country Club (Clubhouse), 7155 Grand Estuary Trail, Bradenton, Florida 34212; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date

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186 **NINTH ORDER OF BUSINESS** **Public Comments**

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188 Mr. Ward asked if there were any public comments; there were none. There were no
189 members of the public present.

191 **TENTH ORDER OF BUSINESS** **Adjournment**

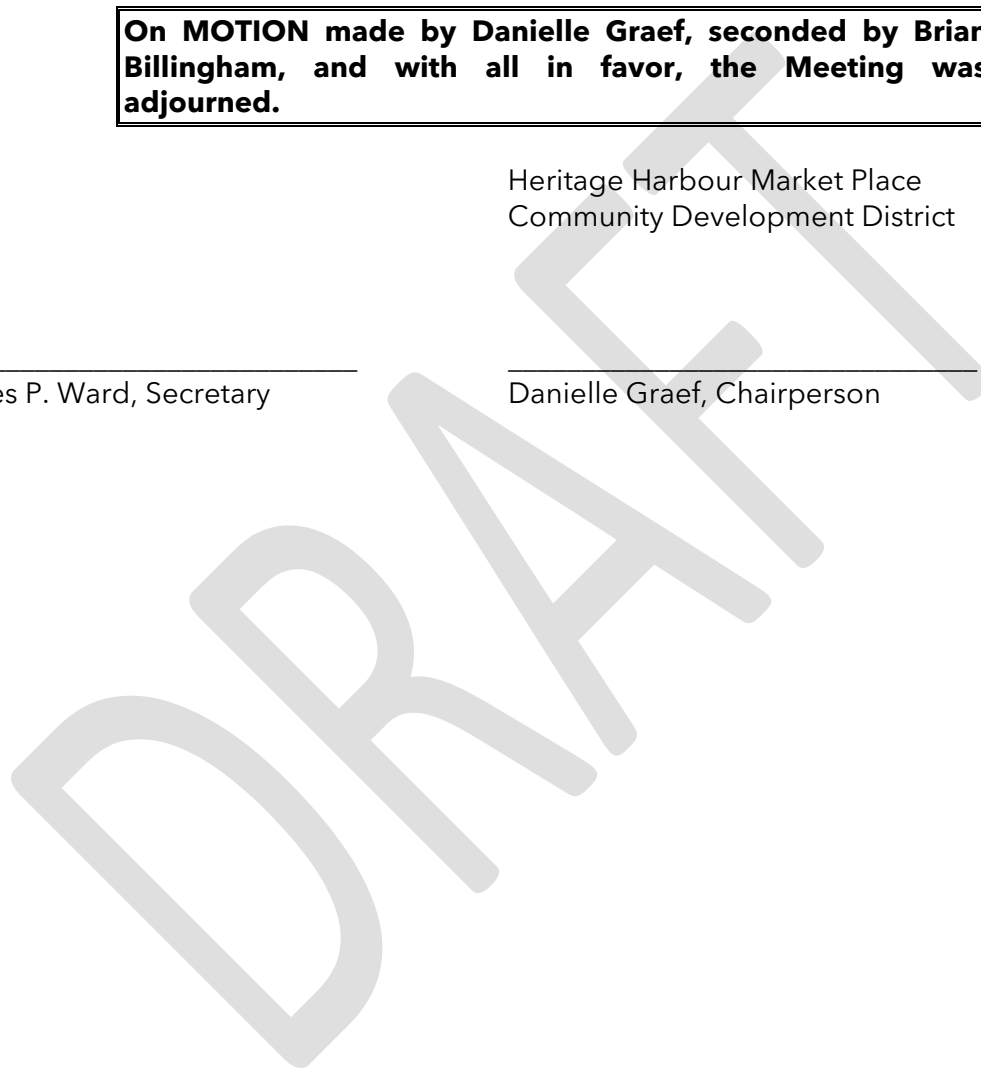
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193 Mr. Ward adjourned the meeting at approximately 12:40 p.m.

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195 **On MOTION made by Danielle Graef, seconded by Brian**
196 **Billingham, and with all in favor, the Meeting was**
197 **adjourned.**

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199 Heritage Harbour Market Place
200 Community Development District

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205 James P. Ward, Secretary

Danielle Graef, Chairperson



RESOLUTION 2026-7

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE AGREEMENTS WITH PFM MANAGEMENT SERVICES LLC, AND PFM FINANCIAL ADVISORS LLC; AUTHORIZING THE CHAIRPERSON TO EXECUTE THE AGREEMENTS; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Heritage Harbour Market Place Community Development District ("**District**") is a local unit of special-purpose government creating and existing pursuant to [Chapter 190, Florida Statutes](#), being situated entirely within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") has previously entered into that certain District Management Services Agreement, effective as of September 9, 2018 ("Agreement") between the District and J P Ward and Associates LLC, attached hereto as **Exhibit A**, for District Management Services; and

WHEREAS, effective as of May 1, 2026, JP Ward and Associates LLC, has been acquired by PFM Management Services LLC; and

WHEREAS, the District desires to approve the District Management Agreement with PFM Management Services LLC, attached hereto as **Exhibit B**, and the Financial Advisory Contract with PFM Financial Advisors LLC, Attached hereto as **Exhibit C**; and

WHEREAS, the District desires to authorize the Chairperson, in connection with the recommendation of District Staff, to finalize, and execute the District Management Agreement and the Financial Advisory Contract on the District's behalf.

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

SECTION 1. FINDINGS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. EXECUTION OF AGREEMENT AND CONTRACT. The Chairperson is authorized to execute the District Management Agreement and the Financial Advisory Contract at a time to be determined by the Chairperson.

SECTION 3. CONFLICTS. If any provision of this Resolution is held to be in conflict with another resolution of the District, the resolutions shall be read to harmony to the extent possible,

and, otherwise, the terms of this Resolution shall control with respect to the subject matter addressed herein.

SECTION 4. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Heritage Harbour Market Place Community Development District, Manatee County, Florida, this 4th day of June 2026.

ATTEST:

**HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Danielle Graef, Chairperson

- Exhibit A:** J P Ward and Associates LLC District Management Services Agreement
- Exhibit B:** PFM Management Services LLC District Management Agreement
- Exhibit C:** PFM Financial Advisors LLC Financial Advisory Contract

Exhibit A:

J P Ward and Associates LLC District Management Services Agreement

**EXHIBIT 1
EMPLOYMENT AGREEMENT
BETWEEN
HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT
AND
JAMES P. WARD**

THIS AGREEMENT (the "Agreement") entered into this 12th day of September 2008 between the Heritage Harbour Market Place Community Development District, (the "District") chartered and created by law, and James P. Ward (the "employee").

BACKGROUND

Chapter 190, Florida Statutes, provides for the creation of the position of the District Manager and provides for the appointment of the District Manager by the Board of Supervisors (the "Supervisors") expressly to manage the works of the District. The District wants to retain the services of Employee to serve as the District Manager and Employee wants to be employed by the District in that capacity.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the District and the Employee agree as follows:

1. EMPLOYMENT.

The District hereby employs Employee as District Manager to perform the duties customarily performed by District Managers in the State of Florida, as specified by law to manage the works of the District and as directed from time-to-time by the Supervisors. The District and Employee recognize that the District Manager's position is a part-time position, that Employee's time will be shared with other Special Districts and that Employee will devote such time as necessary and is customary to insure the effective management of the works of the District.

This Agreement is neither a principal and agency nor an independent contract or agreement.

2. TERM.

Employee shall serve as District Manager commencing on September 8th, 2008 for a period of one year with automatic annual renewal unless notified otherwise.

3. RESIGNATION.

Nothing in this Agreement shall prevent, limit, interfere or otherwise restrict the right of the District Manager to resign at any time from his position with the District upon sixty days prior notice.

4. SALARY.

The District Manager's initial salary shall be \$12,500.00 per year. The District Manager's annual salary shall be reviewed each October 1st, beginning October 1st 2009 and may be adjusted by an amount agreed upon by the Supervisors in the District's annual adopted budget. The District Manager shall be paid on a bi-weekly basis.

**EXHIBIT 1
EMPLOYMENT AGREEMENT
BETWEEN
HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT
AND
JAMES P. WARD**

5. HEALTH INSURANCE.

The District will pay a pro rata share for the District Manager health insurance. Said health insurance plan shall not be an HMO. This expense will be shared on a pro rata basis with other Special Districts with which employee is associated.

6. DENTAL AND VISION INSURANCE.

The District will pay a pro rata share for the District Manager dental and vision insurance plan. Said health and vision insurance plan shall not be an HMO. This expense will be shared on a pro rate basis with other Special Districts with which employee is associated.

7. OTHER INSURANCE.

The Employee shall not be entitled to any other Insurance benefits, including Life or Disability.

8. VACATION AND SICK LEAVE.

The Employee shall not be entitled to either Vacation or Sick Leave, however both parties recognize the part-time nature of this position and as such Employee may take such time as he determines for vacation or sick leave, such that such time does not interfere with his duties as District Manager. The District agrees not to reduce Salary for any time taken.

9. TERMINATION.

Nothing in this Agreement shall prevent, limit, interfere with or otherwise restrict the right of the Supervisors to terminate the services of the District Manager at any time, with or without cause.

10. INDEMNIFICATION.

The District shall, to the extent permitted by law, defend, save harmless, and indemnify the District Manager against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of District Manager's duties or position with the District.

11. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida with venue lying in the County in which the District is located.

**EXHIBIT 1
EMPLOYMENT AGREEMENT
BETWEEN
HERITAGE HARBOUR MARKET PLACE
COMMUNITY DEVELOPMENT DISTRICT
AND
JAMES P. WARD**

12. SEVERABILITY.

If any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13. NOTICES.

Notices to the parties as provided for herein shall be sufficient if sent by hand delivery, overnight mail, or certified mail, return receipt requested, addressed as follows:

If to the District **Mr. Kenza vanAssenderp
Young, vanAssenderp
225 South Adams Street, Suite 200
Tallahassee, Florida 32302**

If to the Employee: **James P. Ward
513 Northeast 13th Avenue
Fort Lauderdale, Florida
Ph # 954-658-4900**

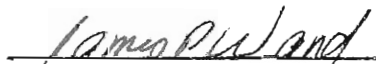
With a copy to:

Or such other respective address as the parties may designate to each other in writing from time-to-time.

14. EXTENT OF AGREEMENT.

This Agreement represents the entire Agreement between the District and the District Manager and cannot be varied except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.


James P. Ward, Employee

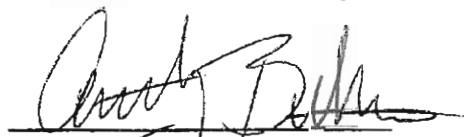

Anthony Burdett, Chairman

Exhibit B:

PFM Management Services LLC District Management Agreement

DISTRICT MANAGEMENT

This District Management Agreement (this "Agreement"), made and entered into this 1st day of May 2026 (the "Effective Date") by and between **Heritage Harbour Market Place Community Development District** ("DISTRICT") and **PFM Management Services LLC** (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER. DISTRICT may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the designated addresses below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Heritage Harbour Market Place Community Development District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: District Manager

With A Copy To:

Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Attention: Wesley Haber, Esq.

MANAGER:

PFM Management Services LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: Jennifer Walden

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of MANAGER or affiliates of MANAGER in its sole discretion. The MANAGER may, from time to time, supplement or otherwise amend the team members.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not participate, in any manner, in the initial offering for the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability; Indemnification

To the extent not referenced herein, MANAGER shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services which are not under the control or supervision of the MANAGER.

DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the MANAGER, the DISTRICT agrees to indemnify, defend, and hold harmless the MANAGER and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that MANAGER may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the DISTRICT. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the MANAGER may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

MANAGER INDEMNIFICATION. The MANAGER agrees to indemnify, defend, and hold harmless the DISTRICT and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the DISTRICT may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the MANAGER. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the DISTRICT may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the DISTRICT'S sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is PFM Management Services LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession

or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

9. E-Verify Requirements.

The Manager shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.091, Florida Statutes. If the Manager anticipates entering into agreements with a subcontractor for the Services, Manager will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Manager shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Manager has otherwise complied with its obligations hereunder, the District shall promptly notify the Manager.

The Manager agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Manager or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

10. Anti-Human Trafficking Compliance.

In accordance with the requirements of Section 787.06(13), Florida Statutes, Manager shall be required to execute an Affidavit of compliance at the time of execution of this Agreement and any renewal hereof.

11. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Heritage Harbour Market Place Community Development District

Sign: _____
Print Name: Danielle Graef
Title: Chairperson

Sign: _____
Print Name: James P. Ward
Title: Secretary

PFM Management Services LLC

Jennifer Walden, Senior District Manager

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will facilitate contracting with a third party website provider and assist the website provider with the maintenance of the DISTRICT's website in compliance with applicable law. The Manager will also coordinate with the website provider to ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of

Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Disclosure

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Other Services

Other applicable services requested or required by the DISTRICT, including but not limited to, testifying in litigation, as requested by the DISTRICT (subject to review and approval), may be provided at the option of the Manager. If provided, such services shall be billed on a time and materials basis in accordance with Exhibit B or other arrangement mutually agreed upon by the DISTRICT and the Manager.

EXHIBIT B

COMPENSATION FOR SERVICES

MANAGER shall be compensated for the provision of the services described in Exhibit A based on the fee schedule below. The fees do not include *reimbursable expenses* (as described in Section III.1. herein) related to regularly scheduled DISTRICT Board meetings. Fees will be reviewed and may be adjusted annually as reflected in the DISTRICT’s approved budget.

<i>District Management*</i>	<i>Annual Fee</i>
Management/Administrative/Accounting Services	\$61,300
<i>Debt Issue Services</i>	<i>Annual Fee</i>
Assessment Administration	\$5,000 per Series
Continuing Disclosure Services	\$2,500 per Series
<i>Additional Services**</i>	<i>Cost of Issuance (per series of bonds)</i>
District Management Services Cost of Issuance	\$5,000
Disclosure Services Cost of Issuance	\$1,500

* Maximum of 12 District public meetings per year. Fee billed monthly in advance.

**Additional Services - District Management Services Cost of Issuance. These fees are applicable for any bond or debt issued by the District and payable at closing as part of the Cost of Issuance. These fees are not related to the Operating & Maintenance Budget for the District.

The fees outlined above may be increased or otherwise amended annually as reflected in the adopted Budget for the District. New fees will become effective on October 1 of the applicable budget year.

Any services provided by the MANAGER that has not been outlined in “Exhibit B” above or via separate agreement, will be billed on a time and material basis pursuant to the MANAGER’s hourly fee schedule set forth below.

The MANAGER’s prevailing hourly rates are as follows:

Title	Hourly Rate
Managing Director	\$ 325
Director / Senior District Manager/ Senior District Accountant	\$ 275
Senior Analyst / District Manager/ District Accountant	\$ 150
Assistant District Manager	\$ 100
Administrative Assistant / Bookkeeper	\$ 50

INSURANCE

PFM Management Services LLC ("PFM") acting as MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

PFM Management Services LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision

General Liability \$0

Professional (E&O)/ Cyber Liability \$250,000

Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)

Cyber Liability.AIG Specialty Insurance Company (A; Stable)

Crime.....Berkley Regional Insurance Company; (A+; Stable)

General Liability.The Phoenix Insurance Company; (A++ Stable)

Automobile Liability.....St. Paul Protective Insurance Company; (A++ Stable)

Excess /Umbrella Liability.....Travelers Property Casualty Company of America;
(A++ Stable)

Workers Compensation.....Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability

Exhibit C:

PFM Financial Advisors LLC Financial Advisory Contract

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement ("Agreement"), made and entered into this ___ day of _____, 2026, by and between **Heritage Harbour Market Place Community Development District** ("DISTRICT") and PFM Financial Advisors LLC (hereinafter called "PFM"), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, DISTRICT and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. In addition, upon the DISTRICT's request, PFM may, under separate writing, including separate scope and fees, provide services related to Structured Products transactions (e.g. services related to the investment of bond proceeds, including, but not limited to, the design and competitive procurement of structured investments and fixed-income portfolios), and Investor Relations Advisory services (e.g. services related to assisting the DISTRICT with optimizing their investor outreach efforts, including, but not limited to, support with investor communications, transaction information evaluation using proprietary analytics and maintaining investor database). The DISTRICT acknowledges and agrees that PFM does not provide legal, tax, or accounting advice in connection with the services. The DISTRICT is solely responsible for obtaining its own legal, tax, or accounting advice with respect to the Services and any related matter(s).

The DISTRICT acknowledges and agrees that most tasks requested by The DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement, or applicable separate agreement with the DISTRICT for Structured Products or Investor Relations Advisory services. Upon the request of The DISTRICT, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the DISTRICT may provide additional services to The DISTRICT under a separate writing, including separate scope and compensation, between the DISTRICT and such affiliate or third party. The DISTRICT acknowledges that, in certain circumstances, the same individual may provide services to the DISTRICT on behalf of both PFM and one or more of its affiliates. For example, The DISTRICT may elect to engage

PFM for municipal advisory services and separately engage an affiliate of PFM for consulting or other non-municipal advisory services, where the same individual will serve under both engagements. In such cases, the services shall be provided strictly in accordance with the terms of the respective agreements between The DISTRICT and PFM and/or the applicable Affiliate. The provision of services by an individual in such dual roles shall not alter or affect the separate legal responsibilities, obligations, or liabilities of PFM and its affiliates under their respective agreements with DISTRICT.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to The DISTRICT.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to The DISTRICT prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and The DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Upon request of The DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from May 1, 2026 until May 1, 2031 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term", unless earlier terminated in writing by either party upon thirty (30) days written notice to the other party.

Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

PFM shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the DISTRICT; provided that PFM retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data. DISTRICT acknowledges that from time-to-time PFM may utilize third-party data in the provision of services to DISTRICT, including, without limitation, CUSIPs, ratings information, pricing information and other market or reference data, for which data fees or charges may be payable by DISTRICT.

VIII. NOTICES

All notices and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT

3501 Quadrangle Boulevard, Suite 270

Orlando, FL 32817

Attention: District Manager

PFM FINANCIAL ADVISORS LLC

200 South Orange Avenue, Suite 760

Orlando, FL 32801

Attention: D. Brent Wilder, Managing Director

Kutak Rock LLP

107 West College Avenue
Tallahassee, FL 32301
Attention: Wesley Haber, Esq.

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement, PFM shall deliver to the DISTRICT copies of any deliverables pertaining to this Agreement.

X. PFM'S REPRESENTATIVES

1. Advisory Team

The employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the advisory team members set forth below.

A. Professional Staff

- D. Brent Wilder, Managing Director
- Kevin Plenzler, Director
- Michael Dennis, Senior Managing Consultant

B. Administrative and Support Staff

- Cynthia Silva
- Dorrena Davis

2. Changes in Advisory Team Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, that PFM replace any member of the advisory team. Should the DISTRICT make such a request, PFM shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, PFM shall have no liability to any party under this Agreement.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by DISTRICT shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, and that the execution and delivery of this Agreement has been duly authorized by all necessary governance, corporate, or other entity actions including, where applicable, approval by its applicable governing board. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, DISTRICT and PFM have executed this Agreement as of the day and year herein above written.

HERITAGE HARBOUR MARKET PLACE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: Danielle Graef

Title: Chairperson

By: _____

Name: James P. Ward

Title: Secretary

PFM FINANCIAL ADVISORS LLC

By: _____

Name: D. Brent Wilder

Title: Managing Director

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.
- Conduct strategic modeling and planning and related consulting.

- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.
- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing

documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
- Assist and advise the DISTRICT with investment of proceeds of debt offerings.

3. Special Services. Upon request of the DISTRICT:

PFM may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment of bond proceeds
9. Financial analysis of projects being developed by engineer/architect studies
10. Negotiate on behalf of the DISTRICT for proposed projects
11. Preparation of amortization schedules
12. Preparation of Statement of Estimated Regulatory Costs
13. Development of operation and maintenance assessment methodologies

EXHIBIT B
COMPENSATION FOR SERVICES (NEGOTIOABLE)

Description	Unit Price
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TRANSACTIONAL FEE SCHEDULE

The flat fee for Financial Advisory Services (which includes Assessment Methodology services associated with debt issuance) shall be \$45,000 per transaction. This includes public bond issuances (competitive or negotiated) and bank loans.

1. Hourly Project Fees (Non-Transaction Related)

PFM will not charge for general advice between financings. In the event the DISTRICT requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the DISTRICT's request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$325.00
Director/ Senior Managing Consultant	\$275.00
Senior Analyst (Analyst)	\$150.00
Administrative Support	\$0.00

2. Expenses

Not Exceed	<u>\$2,000.00</u> per Issue*
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

*PFM also offers a flat "overhead" fee of \$2,000 per financing. Note that the \$2,000 flat "overhead" fee of \$2,000 per financing excludes expenses for out of state travel. In addition to the out-of-pocket expenses listed above, PFM may charge data recovery expenses of \$0.05 per par amount of bonds issued. The data recovery expense will be capped at a maximum of \$5,000.00 per transaction. On bank loan transactions, the data recovery expense will be charged at 50%, capped at a maximum of \$2,500.00 per transaction.

NON-TRANSACTIONAL FEE SCHEDULE

A. Assessment Methodology Services

Assessment methodology services associated with debt issuances are included under the Financial Advisory Services fee and subject to negotiation with the District on a deal-by-deal basis. A flat fee for assessment consultant expenses of \$500 will be included as part of each transaction.

As requested, Assessment methodology services not associated with the issuance of District debt will have a minimum fee of \$25,000 and subject to negotiation with the District on a deal-by-deal basis. A flat fee for assessment consultant expenses of \$500 will be included as part of the methodology preparation.

The fee for the preparation of an O&M assessment methodology is \$7,500.

The fee for the preparation of a Statement of Estimated Regulatory Costs (SERC) is \$2,500.

B. Re-amortization Schedules

Reamortization schedules for debt issues are included under Exhibit A, Section 3. Special Services and are subject to the following fee schedule.

<u>Bond Size Call Amount</u>	<u>Fee per Amortization Schedule</u>
\$25,000 or less	\$250
\$25,001 - \$100,000	\$350
\$100,001 or greater	\$500

Other Services

In addition to advising on bond transactions, PFM is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, interest rate swap pricing and implementation, and other related services. These services may be provided through a PFM affiliate or third party referred by PFM via separate agreement between DISTRICT and such affiliate or third party.

EXHIBIT C
INSURANCE

Insurance Statement

PFM Financial Advisors LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
General Liability \$0
Professional (E&O)/ Cyber Liability \$250,000
Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)
Cyber Liability..... AIG Specialty Insurance Company (A; Stable)
Crime..... Berkley Regional Insurance Company; (A+; Stable)
General Liability..... The Phoenix Insurance Company; (A++ Stable)
Automobile Liability..... St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability..... Travelers Property Casualty Company of America;
(A++ Stable)

Workers Compensation..... Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability

Scott Farrington

Supervisor of Elections



**MAKE FREEDOM COUNT...
REGISTER AND VOTE!**

Manatee County, Florida

April 17, 2026

Heritage Harbour Marketplace
Attn: Katey Selchan
J.P. Ward & Associates, LLC
2301 NE 37th St
Fort Lauderdale FL 33308

Dear Ms. Selchan,

We are in receipt of your request for the number of registered voters in the Heritage Harbour Market Place Community Development District of April 15, 2026. According to our records, there were 0 persons registered in the Heritage Harbour Market Place Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

Scott Farrington
Supervisor of Elections

SF/sas

Heritage Harbour Market Place

Community Development District

*Financial Statements
March 31, 2026*

JPWard and Associates, LLC

2301 N.E. 37th Street

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

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Heritage Harbor Market Place Community Development District

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Heritage Harbour Market Place Community Development District
Balance Sheet - All Funds and Account Groups
as of March 31, 2026

	Governmental Funds		Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	General Long Term Debt	General Fixed Assets	
Assets					
Cash and Investments					
General Fund					
Truist Checking Account	\$ 166,052	\$ -	\$ -	\$ -	\$ 166,052
Debt Service Fund					
Revenue Account	-	364,362	-	-	364,362
Reserve Account	-	200,000	-	-	200,000
Accounts Receivable	-	-	-	-	-
Due from Other Funds					
General Fund	-	-	-	-	-
Debt Service - Series 2005	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	564,362	-	564,362
Amount to be Provided by Debt Service Funds	-	-	2,180,638	-	2,180,638
General Fixed Assets	-	-	-	2,388,047	2,388,047
Total Assets:	<u>\$ 166,052</u>	<u>\$ 564,362</u>	<u>\$ 2,745,000</u>	<u>\$ 2,388,047</u>	<u>\$ 5,863,461</u>

Heritage Harbour Market Place Community Development District
Balance Sheet - All Funds and Account Groups
as of March 31, 2026

	Governmental Funds		Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	General Long Term Debt	General Fixed Assets	
Liabilities					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds					
General Fund	-	-	-	-	-
Debt Service - Series 2005	-	-	-	-	-
Bonds Payable					
Current Portion (Due within 12 months)					
Series 2005	-	-	185,000	-	185,000
Long Term					
Series 2005	-	-	2,560,000	-	2,560,000
Total Liabilities:	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,745,000</u>	<u>\$ -</u>	<u>\$ 2,745,000</u>
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	2,388,047	2,388,047
Fund Balance					
Restricted					
Beginning: October 1, 2025	-	326,445	-	-	326,445
Results from Current Operations	-	237,917	-	-	237,917
Unassigned					
Beginning: October 1, 2025	155,552	-	-	-	155,552
Fund Additions/Expenditures	1,302	-	-	-	1,302
Results from Current Operations	9,199	-	-	-	9,199
Total Fund Equity and Other Credits:	<u>\$ 166,052</u>	<u>\$ 564,362</u>	<u>\$ -</u>	<u>\$ 2,388,047</u>	<u>\$ 3,118,461</u>
Total Liabilities, Fund Equity and Other Credits:	<u>\$ 166,052</u>	<u>\$ 564,362</u>	<u>\$ 2,745,000</u>	<u>\$ 2,388,047</u>	<u>\$ 5,863,461</u>

Prepared by:

JPWARD and Associates, LLC

Heritage Harbour Market Place Community Development District

General Fund

Statement of Revenue, Expenditures and Changes in Fund Balance

for the Period Ending March 31, 2026

Description	March	Year to Date	Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Special Assessment Revenue				
Special Assessments - Uniform Method	-	24,792	31,977	78%
Special Assessments - Non-Uniform Mthd	-	39,756	67,331	59%
Other Fees and Charges				
Discounts and Fees	-	-	(5,700)	0%
Total Revenue and Other Sources:	\$ -	\$ 64,548	\$ 93,608	69%
Expenditures and Other Uses				
Legislative				
Board of Supervisor's Fees	-	-	600	0%
Executive				
Professional Management	4,742	28,450	56,900	50%
Financial and Administrative				
Audit Services	-	6,700	6,700	100%
Accounting Services	367	2,200	4,400	50%
Arbitrage Rebate Services	-	500	500	100%
Other Contractual Services				
Legal Advertising	-	137	750	18%
Trustee Services	-	4,256	4,400	97%
Dissemination Agent Services	-	3,250	5,500	59%
Bank Services	-	-	250	0%
Computer Services and Website	-	1,200	2,400	50%
Insurance	-	8,432	7,983	106%
Printing & Binding	-	-	50	0%
Subscription & Memberships	-	175	175	100%
Legal Services				
Legal - General Counsel	50	50	3,000	2%
Contingencies	-	-	-	0%
Total Expenditures and Other Uses:	\$ 5,158	\$ 55,350	\$ 93,608	59%
Net Increase/ (Decrease) of Fund Balance				
	(5,158)	9,199	-	
Fund Balance - Beginning	164,618	155,552	155,552	
Fund Additions/(Expenditures)	-	1,302	-	
Fund Balance - Ending	\$ 159,460	\$ 166,052	\$ 155,552	

Heritage Harbour Market Place Community Development District

Debt Service Fund - Series 2005 Bonds

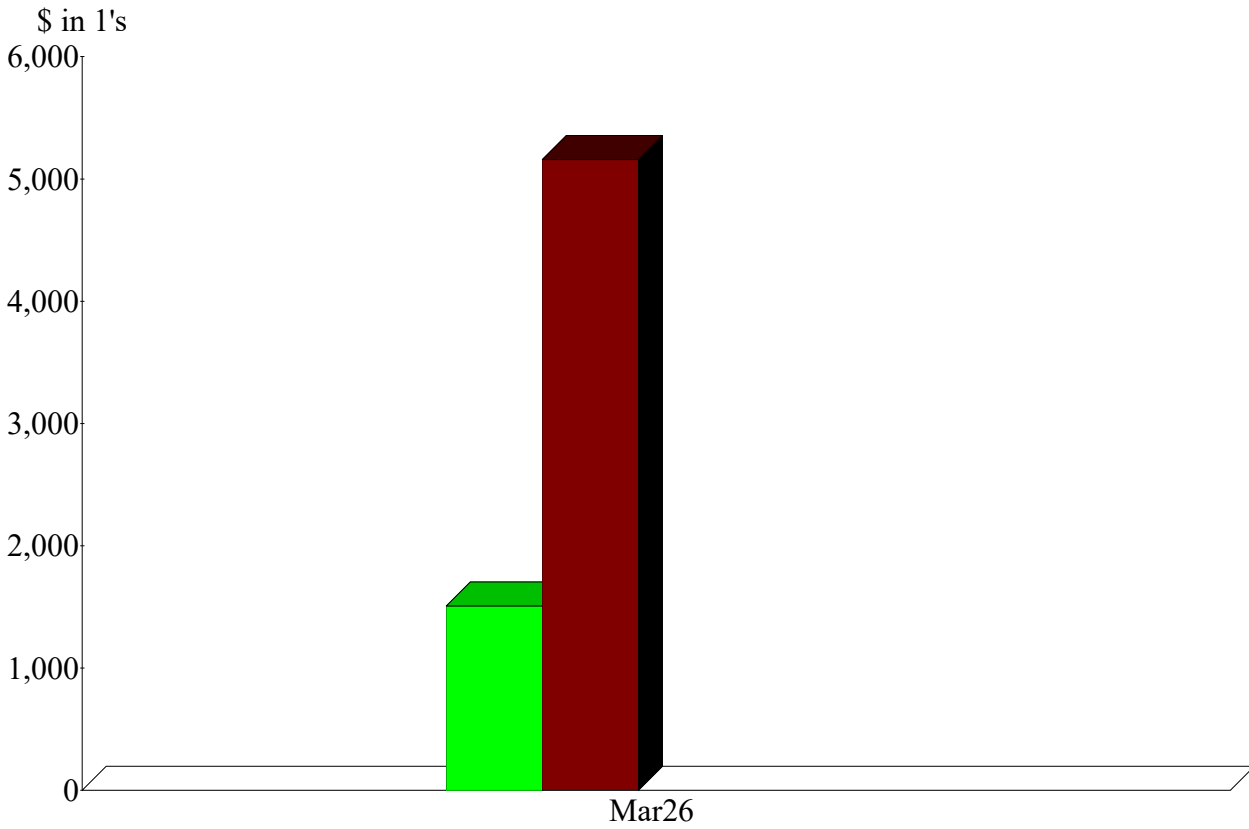
Statement of Revenue, Expenditures and Changes in Fund Balance

for the Period Ending March 31, 2026

Description	March	Year to Date	Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Revenue Account	972	3,083	12,345	25%
Reserve Account	536	3,706	-	0%
Special Assessment Revenue				
Special Assessments - Uniform Method	-	307,989	349,221	88%
Other Fees and Charges				
Discounts and Fees	-	-	(22,846)	0%
Total Revenue and Other Sources:	\$ 1,508	\$ 314,777	\$ 338,720	93%
Expenditures and Other Uses				
Debt Service				
Principal - Mandatory	-	-	185,000	0%
Interest Expense	-	76,860	153,720	50%
Total Expenditures and Other Uses:	\$ -	\$ 76,860	\$ 338,720	23%
Net Increase/ (Decrease) of Fund Balance	1,508	237,917	-	
Fund Balance - Beginning	561,421	326,445	326,445	
Fund Balance - Ending	\$ 562,929	\$ 564,362	\$ 326,445	

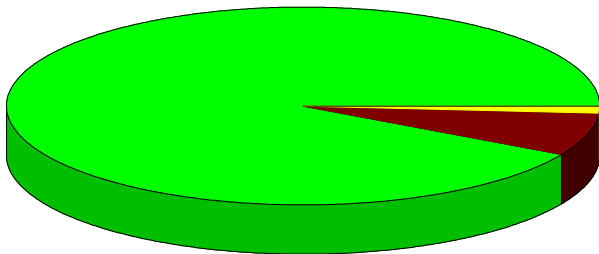
Heritage Harbour Market Place Community Development District

Income and Expense by Month
March 2026



Expense Summary
March 2026

5120000 · Executive	91.92%
5130000 · Financial and Administrative	7.11
5140000 · Legal	0.97
Total	\$5,158.34



By Account

Heritage Harbour Market Place

Community Development District

*Financial Statements
April 30, 2026*

*PFM Management Services LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Phone: (954) 658-4900*

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Heritage Harbour Market Place Community Development District
Balance Sheet
Through April 30, 2026

	Governmental Funds		Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	General Long Term Debt	General Fixed Assets	
Assets					
Cash and Investments					
General Fund					
Truist Checking Account	\$ 186,423	\$ -	\$ -	\$ -	\$ 186,423
Debt Service Fund					
Revenue Account	-	366,038	-	-	366,038
Reserve Account	-	200,000	-	-	200,000
Accounts Receivable	-	-	-	-	-
Due from Other Funds					
General Fund	-	12,689	-	-	12,689
Debt Service - Series 2005	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	578,726	-	578,726
Amount to be Provided by Debt Service Funds	-	-	2,166,274	-	2,166,274
General Fixed Assets	-	-	-	2,388,047	2,388,047
Total Assets:	\$ 186,423	\$ 578,726	\$ 2,745,000	\$ 2,388,047	\$ 5,898,196

Heritage Harbour Market Place Community Development District
Balance Sheet
Through April 30, 2026

	Governmental Funds		Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	General Long Term Debt	General Fixed Assets	
Liabilities					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds					
General Fund	-	-	-	-	-
Debt Service - Series 2005	12,689	-	-	-	12,689
Bonds Payable					
Current Portion (Due within 12 months)					
Series 2005	-	-	185,000	-	185,000
Long Term					
Series 2005	-	-	2,560,000	-	2,560,000
Total Liabilities:	\$ 12,689	\$ -	\$ 2,745,000	\$ -	\$ 2,757,689
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	2,388,047	2,388,047
Fund Balance					
Restricted					
Beginning: October 1, 2025	-	326,445	-	-	326,445
Results from Current Operations	-	252,282	-	-	252,282
Unassigned					
Beginning: October 1, 2025	155,552	-	-	-	155,552
Fund Additions/Expenditures	1,302	-	-	-	1,302
Results from Current Operations	16,880	-	-	-	16,880
Total Fund Equity and Other Credits:	\$ 173,734	\$ 578,726	\$ -	\$ 2,388,047	\$ 3,140,507
Total Liabilities, Fund Equity and Other Credits:	\$ 186,423	\$ 578,726	\$ 2,745,000	\$ 2,388,047	\$ 5,898,196

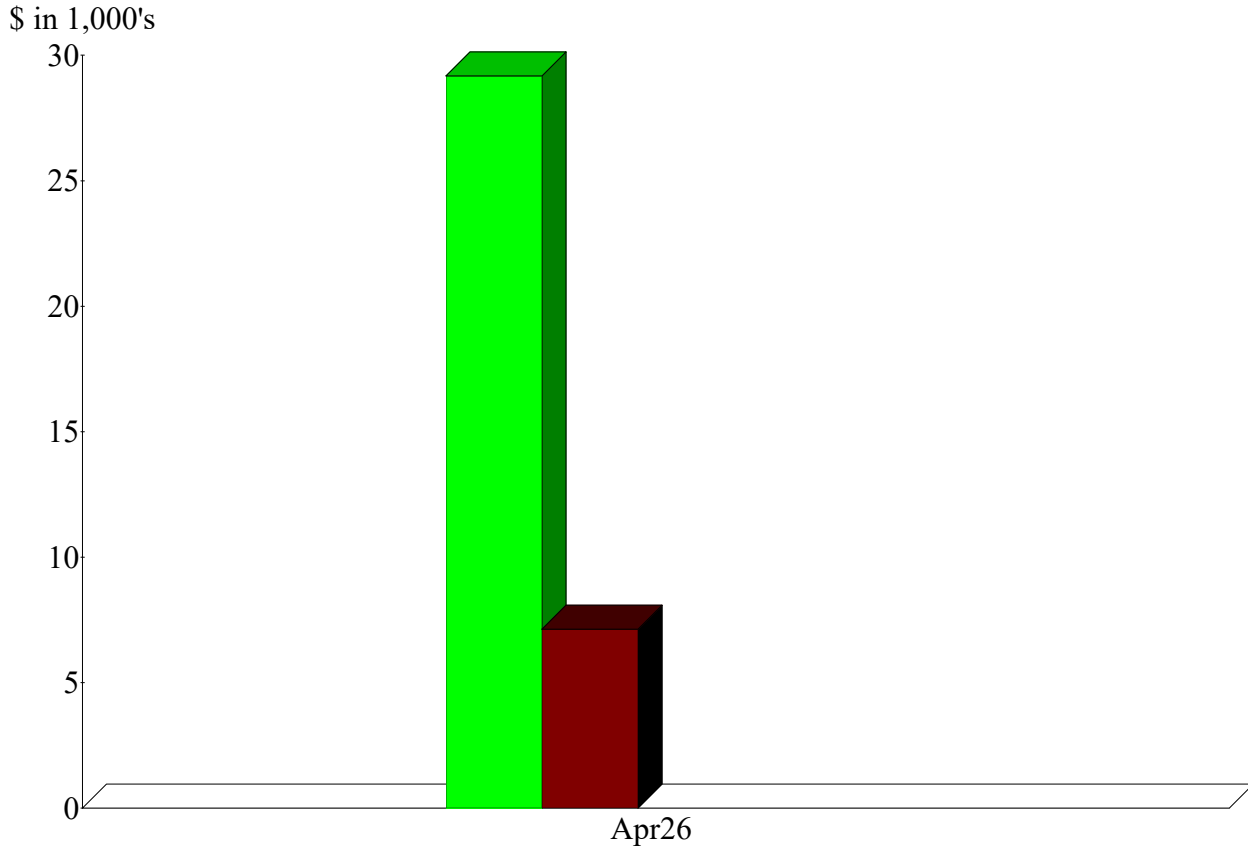
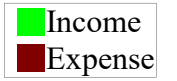
Heritage Harbour Market Place Community Development District
General Fund
Statement of Revenue, Expenditures and Changes in Fund Balance
Through April 30, 2026

Description	April	Year to Date	Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Special Assessment Revenue				
Special Assessments - Uniform Method	1,021	25,814	31,977	81%
Special Assessments - Non-Uniform Mthd	13,788	53,544	67,331	80%
Other Fees and Charges				
Discounts and Fees	-	-	(5,700)	0%
Total Revenue and Other Sources:	\$ 14,809	\$ 79,357	\$ 93,608	85%
Expenditures and Other Uses				
Legislative				
Board of Supervisor's Fees	-	-	600	0%
Executive				
Professional Management	4,742	33,192	56,900	58%
Financial and Administrative				
Audit Services	-	6,700	6,700	100%
Accounting Services	367	2,567	4,400	58%
Arbitrage Rebate Services	-	500	500	100%
Other Contractual Services				
Legal Advertising	1,941	2,078	750	277%
Trustee Services	-	4,256	4,400	97%
Dissemination Agent Services	-	3,250	5,500	59%
Bank Services	-	-	250	0%
Computer Services and Website	-	1,200	2,400	50%
Insurance				
Insurance	-	8,432	7,983	106%
Printing & Binding				
Printing & Binding	-	-	50	0%
Subscription & Memberships				
Subscription & Memberships	-	175	175	100%
Legal Services				
Legal - General Counsel	78	128	3,000	4%
Contingencies				
Contingencies	-	-	-	0%
Total Expenditures and Other Uses:	\$ 7,128	\$ 62,478	\$ 93,608	67%
Net Increase/ (Decrease) of Fund Balance				
Net Increase/ (Decrease) of Fund Balance	7,681	16,880	-	
Fund Balance - Beginning	159,460	155,552	155,552	
Fund Additions/(Expenditures)	-	1,302	-	
Fund Balance - Ending	\$ 167,141	\$ 173,734	\$ 155,552	

Heritage Harbour Market Place Community Development District
Debt Service Fund - Series 2005
Statement of Revenue, Expenditures and Changes in Fund Balance
Through April 30, 2026

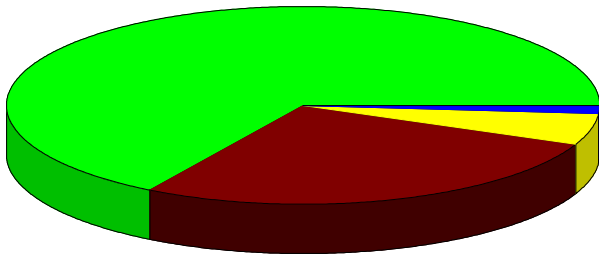
Description	April	Year to Date	Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Revenue Account	1,082	4,164	12,345	34%
Reserve Account	594	4,299	-	0%
Special Assessment Revenue				
Special Assessments - Uniform Method	12,689	320,678	349,221	92%
Other Fees and Charges				
Discounts and Fees	-	-	(22,846)	0%
Total Revenue and Other Sources:	\$ 14,364	\$ 329,142	\$ 338,720	97%
Expenditures and Other Uses				
Debt Service				
Principal - Mandatory	-	-	185,000	0%
Interest Expense	-	76,860	153,720	50%
Total Expenditures and Other Uses:	\$ -	\$ 76,860	\$ 338,720	23%
Net Increase/ (Decrease) of Fund Balance	14,364	252,282	-	
Fund Balance - Beginning	562,929	326,445	326,445	
Fund Balance - Ending	\$ 577,293	\$ 578,726	\$ 326,445	

Income and Expense by Month
April 2026



Expense Summary
April 2026

■ 5120000 · Executive	66.52%
■ 5133400 · Other Contractual Services	27.24
■ 5130000 · Financial and Administrative	5.14
■ 5140000 · Legal	1.09
Total	\$7,127.66



By Account