

# **HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT**

## **MEETING AGENDA**

**Tuesday, November 7 2023 at  
5:00 p.m.**

**Meeting to be held at:  
Stoneybrook Recreation Center  
200 Golden Harbour Trail  
Bradenton, FL 34212**



2654 Cypress Ridge Blvd. Suite101  
Wesley Chapel, FL 33544  
(813) 652-2454

# Heritage Harbour South Development District

## Board of Supervisors

Philip Frankel, Chair  
Robin Spencer, Vice Chair  
Mike Neville, Assistant Secretary  
Eric Hallberg, Assistant Secretary  
Darnell Bacon, Assistant Secretary

## Staff:

Jennifer Goldyn, District Manager  
Andrew Cohen, District Counsel  
Rick Schappacher, District Engineer

## Revised Meeting Agenda Tuesday, November 7, 2023 – 5:00 p.m.

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1. **Call to Order and Roll Call**
2. **Audience Comments** – *Three- (3) Minute Time Limit*
3. **Consent Agenda**
  - A. Consideration of Meeting Minutes from October 3, 2023 ..... Page 3
  - B. Review of the Financial Statement and Check Register ..... Page 11
4. **Staff Reports**
  - A. District Counsel
    1. Discussion regarding Icon Contract
  - B. District Engineer
    1. Consideration of Sidewalk Repair Proposals (Under Separate Cover)
    2. Consideration of Golf Course Sign Proposals (Under Separate Cover)
    3. Discussion Regarding Irrigation Ownership
    4. Pond 31 Update..... Page 26
  - C. District Manager
5. **New Business Items**
  - A. Consideration of Fence Proposals ..... Page 28
  - B. Consideration of Arbitrage Engagement Agreement..... Page 35
  - C. Consideration of Motion to Assign the FY 2023 Reserves ..... Page 38
  - D. Consideration of Median Monument Proposal (Under Separate Cover)
  - E. Review of Egis Report ..... Page 39
  - F. Ratification of Egis Binder ..... Page 57
  - G. Discussion regarding Records Retention
  - H. Discussion regarding Pressure Washing
  - I. Discussion regarding Off-Duty Sherriff's Officer ..... Page 70
6. **Old Business Items**
7. **HOA updates**
  - A. Heritage Harbour Master HOA
  - B. Stoneybrook HOA
  - C. Lighthouse Cove HOA
  - D. Golf Course update
8. **Audience Comments**
9. **Supervisor Requests**
10. **Adjournment**

*The next meeting is scheduled for Tuesday, December 5, 2023, at 5:00 p.m.*

### District Office:

313 Campus Street  
Celebration FL 34747  
407-566-1935

<https://www.heritageharboursouthcdd.org/>

### Meeting Location:

Stoneybrook Recreation Center  
200 Golden Harbour Trail  
Bradenton, FL 34212

**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, October 3, 2023, at 5:07 p.m.** at the **Stoneybrook Rec Center located at 200 Golden Harbour Trail, Bradenton, FL 34212.**

Present and constituting a quorum were:

Philip Frankel	<b>Board Supervisor, Chair</b>
Robin Spencer	<b>Board Supervisor, Vice Chair (via conference call)</b>
Eric Hallberg	<b>Board Supervisor, Asst. Secretary (via conference call)</b>
Mike Neville	<b>Board Supervisor, Asst. Secretary</b>
Darnell Bacon	<b>Board Supervisor, Asst. Secretary</b>

Also present were:

Kristee Cole	<b>Representative, Inframark</b>
Rick Schappacher	<b>District Engineer, Schappacher Engineering</b>
Daniel Lewis	<b>District Counsel, Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Cole called the meeting to order at 5:07 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were two audience comments. One was regarding the fencing that the CDD has agreed to help the HOA and the Master Association pay for. The CDD received three quotes but they were not comparable to one another. Mr. Frankel asked for the scope of work to be the same for all three proposals. The HOA will obtain new proposals and submit them to the CDD.

The other audience comment was regarding the Maintenance Irrigation lines that tie into Stoneybrook. Mr. Schappacher explained that the County sends the water through

48 a pump into the CDD lines. When there is a water line break, TruScape does the work  
49 and shutting off the water to isolate the issue. Mr. Schappacher mentioned the company  
50 that took over Aqua Terra should be able to assist in this issue too.  
51

On a Motion from Mr. Neville seconded by Mr. Bacon, with all in favor, the Board approved to allow Ms. Spencer and Mr. Hallberg to appear and vote via telephone, for the Heritage Harbour South Community Development District.

52

53 **THIRD ORDER OF BUSINESS**

**Consideration of Meeting Minutes  
from September 5, 2023**

54

55

56 Ms. Cole presented the Meeting Minutes from September 5, 2023, to the Board.

On a Motion from Mr. Neville seconded by Mr. Bacon, with all in favor, the Board approved the Meeting Minutes from September 5, 2023, for the Heritage Harbour South Community Development District.

57

58 **FOURTH ORDER OF BUSINESS**

**Review of Financial Statements  
and Check Register**

59

60

61 Ms. Cole presented the Financial Statements and Check Register to the Board. Mr.  
62 Frankel asked what the other Miscellaneous Revenue Stoneybrook HOA & Legal  
63 overpayments in the amount of \$5,123.00 were allocated to. The HOA representative  
64 explained that the overpayment was agreed to adjust for the error in the prior billing for  
65 storm cleanup contributions. Ms. Cole stated that she would look into this legal  
66 overpayment and Ms. Goldyn would send out a response to the Board via email.

On a Motion from Mr. Neville seconded by Mr. Bacon, with all in favor, the Board approved the Check Register, for the Heritage Harbour South Community Development District.

67

68 **FIFTH ORDER OF BUSINESS**

**Staff Reports**

69

70

**1. District Counsel**

71

72

73

74

75

76

77

78

Mr. Lewis updated the Board that there has been no change in the eminent domain issue involving the intersection of Heritage Green and SR 64. Mr. Neville raised the issue that this has been going on for over a year and as we see from the maintenance needs it will become a liability. Prior Board's opinion was that we did not necessarily want to give the land away. After discussion amongst the Board, the direction was for District Counsel to reach out to Market Place and the State and see if either would be willing to acquire the land and maintain the area

79 from the CDD monument (parallel to the Brewery) on Heritage Green to the SR  
80 64 intersection.

81  
82  
83  
84 **2. District Engineer**

85  
86 Mr. Schappacher informed the Board that after storm cleanup for Hurricane  
87 Ian, there were still a lot of signs that had not been replaced but had been paid  
88 for. About half the signs are missing. The Board's direction was for Mr.  
89 Schappacher to contact the vendor and either have the signs put in by the next  
90 meeting or demand a return of the CDD payments back and have a new vendor  
91 install the signs.

92  
93 **A. Pond 31 Bank Repair Update**

94  
95 Mr. Schappacher updated the Board that the vendor is two weeks delayed on  
96 this repair. He stated that the repair should have begun September 18, 2023. Mr.  
97 Frankel asked Mr. Schappacher to please let the vendor know that he is  
98 disappointed and that they need to be held more accountable. Mr. Schappacher  
99 will follow up and report back.

100  
101 **B. Consideration of Golf Course Crossing**

102  
103 Mr. Schappacher provided a handout at the meeting of all the different types  
104 of signage that are in the community for the golf course crossing. Ms. Spencer  
105 noted that the signs all need to be the same, so their community holds the same  
106 value as a new community. Mr. Schappacher noted a lot of the signs are not  
107 meeting the guidelines and that they should be 7 feet off the ground. The Board  
108 requested that Mr. Schappacher gather quotes for the new signs and raise the  
109 signs to meet the guidelines.

110  
111 Mr. Bacon also asked for Mr. Bruce to install stop signs in both directions for  
112 the golfers. He wanted to make it clear for the record that the golf course is  
113 responsible for any accidents where they do not have stop signs installed and the  
114 cars have the right of way, not the golf carts.

115  
116 **C. Consideration of ADA Crossing at Haven Harbour Way**

117  
118 Mr. Schappacher informed the Board that he reached out to five vendors  
119 regarding this project and provided the due dates, but no vendors responded. Mr.  
120 Schappacher noted that he reached out again after the due date and one vendor  
121 provided a quote. Mr. Schappacher's suggestion was to revise the scope of work  
122 and to have a piece on the North side by the basketball court that is handicap

123 and ADA-compliant. The Board agreed to this suggestion and Mr. Schappacher  
124 stated this should be obtainable for \$3,000.00. He will report at the next meeting.

125  
126 **D. Marketplace & Beacon Construction Update**

127  
128 Mr. Schappacher informed the Board that this project is almost complete. The  
129 drain should be finished by October 5, 2023. He did notice there was erosion by  
130 one of the inlets. There is a grate not positioned correctly. Unfortunately, the  
131 water levels were too high, so Mr. Schappacher was not able to put it back on  
132 when he was at the site.

133  
134 Mr. Neville asked if they would repair the path and put up the silt fences. Mr.  
135 Schappacher indicated they would do both. Currently, the silt fences are still  
136 down, which is an EPA violation. The Board requested that Mr. Schappacher  
137 make sure the Marketplace has the path restored to his satisfaction.

138  
139 Ms. Spencer expressed how appalled she was that the Contractor refused to  
140 meet regulations when it comes to the silt fences. Mr. Schappacher noted that  
141 this is not a local contractor, as he does not recognize the company.

142  
143 **E. Discussion Regarding Grate Removal at Pond 29**

144  
145 Mr. Schappacher informed the Board that the grate will be removed at Pond  
146 29 by Pond Professionals. He also stated there is no need for a permit to remove  
147 the grate.

148  
149 **F. Discussion regarding Petition for Speed Humps on Golden Harbour**  
150 **Trail**

151  
152 The CDD received a complaint about speeding violations on Golden Harbour  
153 Trail and a request for speed humps. Before the request can be considered an  
154 analysis of the problem must be done. It was suggested to put the radar speed  
155 signs on the road to monitor the situation.

156  
157 Mr. Schappacher indicated that there are not many good places to put the  
158 radar detector on this road. There were suggestions to put it near the utilities  
159 area and Mr. Schappacher will place the detectors going northbound and  
160 southbound on Golden Harbour Trail at that point and monitor the speed. The  
161 Board will review the findings to see if another speed hump, speed bump, or  
162 speed cushions are necessary and effective.

163  
164 The Board requested that Staff initiate the relationship with Manatee County  
165 Sheriff's Office to hire off-duty officers to patrol the neighborhood. The Board  
166 noted that this has been done in the past there is a form that they have used that

167 they will require to be used again for the officers to be paid. Ms. Cole will get the  
168 information.

169  
170 **3. District Manager**

171  
172 Ms. Cole informed the Board that their next regularly scheduled meeting  
173 would take place on Tuesday, November 7, 2023, at 5:00 p.m.

174  
175 Ms. Cole provided the following information from Ms. Goldyn:

176  
177 Inframark requested that the trees in the right of way on Port Harbour  
178 Parkway be trimmed up and thinned and has contacted Lee Weiss to get this  
179 done.

180  
181 Inframark requested that the trees blocking the signs at Bridgewater Ct,  
182 Beacon Manor Terrace, Montauk Point Crossing and Beacon Harbour Loop be  
183 trimmed so that the signs are visible. These were in the Engineer's signage  
184 report.

185  
186 The website is still a work in progress but should be finished in the coming  
187 weeks.

188  
189 Completed a walk with the insurance company EGIS on September 29, 2023  
190 and will have the report from EGIS at the next meeting.

191  
192 **SIXTH ORDER OF BUSINESS** **Discussion regarding Landscape**  
193 **Barrier**

194  
195 Mr. Frankel has been communicating with State Representative Tommy  
196 Gregory regarding the noise level problems on Stone Harbour Loop from SR 64. The  
197 FDOT provided a noise analysis due to the increase in traffic and widening 64. However, it  
198 found the noise level to be within acceptable limits. The FDOT did suggest that if the  
199 Community wanted to build a wall for that stretch of SR 64 for noise an abatement wall  
200 would cost approximately \$800,000.00. The wall would not stop the sound but it only push  
201 it back to homes that are not currently affected.

202  
203 Mr. Frankel had Mr. Schappacher obtain quotes for landscaping along SR 64, both  
204 sides of the ponds, and add a fountain in the pond to disburse the sound waves. The  
205 shrubbery quote was for approximately \$61,000 and the fountain quote was for \$31,000,  
206 totaling \$91,000. Mr. Frankel provided the quotes to Mr. Gregory, who stated the new  
207 Florida Fiscal Year starts next week, and he will present the proposals at that time to see if  
208 FDOT will cover the costs.

209 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-01,**  
210 **Authorizing the Disbursement of**

**Funds**

Ms. Cole presented Resolution 2024-01, Authorizing the Disbursement of Funds to the Board.

On a Motion from Mr. Neville seconded by Mr. Bacon, with all in favor, the Board adopted Resolution 2024-01, Authorizing the Disbursement of Funds, in substantial form with allow the Vice Chair to sign as well for emergency purposes, for the Heritage Harbour South Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-02, Amending the District's Meeting Procedures**

Ms. Cole presented Resolution 2024-02, Amending the District's Meeting Procedures.

On a Motion from Mr. Neville seconded by Mr. Bacon, with all in favor, the Board adopted Resolution 2024-02, Amending the District's Meeting Procedures, for the Heritage Harbour South Community Development District.

**NINTH ORDER OF BUSINESS**

**Discussion regarding Plantings for the Gate Area**

Mr. Frankel indicated that the CDD at the previous meeting tried to help the HOA and plant shrubs into the front gate area but unfortunately, due to electrical and gas lines, it is not feasible.

The golf course has agreed to give the CDD two to three large boulders to put in place so that people cannot go around the gate. The golf course will install these and provide them free of charge.

Mr. Schappacher noted that these are legally permitted as long as they are 1.5 feet from the curb.

The Board would like to move forward with the boulders, contingent on their insurance carrier being comfortable with this action. Mr. Neville expressed his concern that this could cause a liability issue. Staff will reach out to EGIS to confirm this is acceptable.

On a Motion by Mr. Frankel, seconded by Mr. Bacon, with all in favor except Mr. Neville, the Board of Supervisors approved the Boulders provided by and installed by the Gulf Course, contingent on the insurance carriers' response, for the Heritage Harbour South Community Development District.

252 **TENTH ORDER OF BUSINESS**

**HOA Updates**

253  
254 **1. Heritage Harbour Master HOA**

255  
256 Not present and no update.

257  
258 **2. Stoneybrook HOA**

259  
260 Not present and no update.

261  
262 **3. Lighthouse Cove HOA**

263  
264 Not present. Mr. Frankel advised the Board that the Lighthouse Cove HOA has not met  
265 since our last meeting, but they should be meeting next week.

266  
267 **4. Golf Course Update**

268  
269 Mr. Bruce was not present, but hole 1 which will be the hotel did close their contract for  
270 the purchase. Mr. Hallberg informed the Board that he had an in-depth conversation with  
271 Inframark regarding how to assess the hotel. Inframark did provide two other Communities  
272 that have similar items on their assessment roll and how they assess them. Mr. Hallberg  
273 mentioned that Inframark was very helpful during this process. The way that things were left  
274 is that the District has not decided how to assess the hotel, but is able to do so in the future  
275 with no hard numbers at this time. The Board did request that Staff invite the new owner of  
276 the hotel and Mr. Bruce to attend meetings, to give the community an update.

277  
278 **ELEVENTH ORDER OF BUSINESS**

**Audience Comments**

279  
280 There was an audience comment about who will maintain hole 1 until the hotel is  
281 complete. Mr. Frankel stated that it is nothing the CDD has control over but a request to  
282 the new owner will be made.

283  
284 **TWELFTH ORDER OF BUSINESS**

**Supervisors Requests**

285  
286 Mr. Neville mentioned the stormwater connection that Marketplace was doing to  
287 Beacon Lake and they had pumps running to dewater area. Mr. Schappacher  
288 addressed this item with Mr. Neville. He also mentioned the lights that are out along the  
289 roads. There was direction to contact Lee Weiss so that he can report the outage to  
290 FPL.

291  
292 Mr. Frankel requested that the CDD provide the HOA a one-paragraph blurb about  
293 things that they have completed throughout the month to provide in their newsletter.

294  
295  
296  
297  
298  
299  
300

301 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

302

303 On a Motion by Ms. Spencer, seconded by Mr. Bacon, with all in favor, the Board of  
304 Supervisors approved to adjourn the meeting at 7:38 p.m., for the Heritage Harbour South  
305 Community Development District.

306

307

308

309

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

**HERITAGE HARBOUR SOUTH**

Community Development District

*Financial Report*

*September 30, 2023*

**Prepared by**



**HERITAGE HARBOUR SOUTH**

Community Development District

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**HERITAGE HARBOUR SOUTH**  
Community Development District

**Financial Statements**

(Unaudited)

**September 30, 2023**

**Balance Sheet**  
September 30, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>RESERVE FUND</b>	<b>SERIES 2013 DEBT SERVICE FUND</b>	<b>SERIES 2015 DEBT SERVICE FUND</b>	<b>GENERAL FIXED ASSETS FUND</b>	<b>GENERAL LONG-TERM DEBT FUND</b>	<b>TOTAL</b>
<b>ASSETS</b>							
Cash - Checking Account	\$ 291,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291,612
Investments:							
Money Market Account	478,590	-	-	-	-	-	478,590
Custody Account	-	329,299	-	-	-	-	329,299
Interest Fund (A-1)	-	-	51	-	-	-	51
Interest Fund (A-2)	-	-	7	-	-	-	7
Prepayment Account	-	-	-	1,254	-	-	1,254
Principal Fund (A-1)	-	-	5	-	-	-	5
Reserve Fund	-	-	-	30,421	-	-	30,421
Reserve Fund (A-1)	-	-	223,126	-	-	-	223,126
Reserve Fund (A-2)	-	-	29,000	-	-	-	29,000
Revenue Fund	-	-	266,200	61,845	-	-	328,045
Sinking Fund (A-2)	-	-	16	-	-	-	16
Prepaid Items	3,316	-	-	-	-	-	3,316
Fixed Assets							
Land	-	-	-	-	15,752,186	-	15,752,186
Improvements Other Than Buildings (IOTB)	-	-	-	-	16,013,940	-	16,013,940
Amount Avail In Debt Services	-	-	-	-	-	600,440	600,440
Amount To Be Provided	-	-	-	-	-	4,749,560	4,749,560
<b>TOTAL ASSETS</b>	<b>\$ 773,518</b>	<b>\$ 329,299</b>	<b>\$ 518,405</b>	<b>\$ 93,520</b>	<b>\$ 31,766,126</b>	<b>\$ 5,350,000</b>	<b>\$ 38,830,868</b>

**Balance Sheet**  
September 30, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>RESERVE FUND</b>	<b>SERIES 2013 DEBT SERVICE FUND</b>	<b>SERIES 2015 DEBT SERVICE FUND</b>	<b>GENERAL FIXED ASSETS FUND</b>	<b>GENERAL LONG-TERM DEBT FUND</b>	<b>TOTAL</b>
<b>LIABILITIES</b>							
Accounts Payable	\$ 17,798	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,798
Bonds Payable	-	-	-	-	-	5,350,000	5,350,000
<b>TOTAL LIABILITIES</b>	<b>17,798</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,350,000</b>	<b>5,367,798</b>
<b>FUND BALANCES</b>							
<b>Nonspendable:</b>							
Prepaid Items	3,316	-	-	-	-	-	3,316
<b>Restricted for:</b>							
Debt Service	-	-	518,405	93,520	-	-	611,925
<b>Assigned to:</b>							
Operating Reserves	73,100	-	-	-	-	-	73,100
Reserves - Capital Projects	-	65,000	-	-	-	-	65,000
Reserves - Disaster Relief	-	25,000	-	-	-	-	25,000
<b>Unassigned:</b>	<b>679,304</b>	<b>239,299</b>	<b>-</b>	<b>-</b>	<b>31,766,126</b>	<b>-</b>	<b>32,684,729</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 755,720</b>	<b>\$ 329,299</b>	<b>\$ 518,405</b>	<b>\$ 93,520</b>	<b>\$ 31,766,126</b>	<b>\$ -</b>	<b>\$ 33,463,070</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 773,518</b>	<b>\$ 329,299</b>	<b>\$ 518,405</b>	<b>\$ 93,520</b>	<b>\$ 31,766,126</b>	<b>\$ 5,350,000</b>	<b>\$ 38,830,868</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>
<b><u>REVENUES</u></b>					
Interest - Investments	\$ -	\$ -	\$ 9,395	\$ 9,395	0.00%
Special Assmnts- Tax Collector	292,399	292,399	295,679	3,280	101.12%
Other Miscellaneous Revenues	-	-	5,123	5,123	0.00%
<b>TOTAL REVENUES</b>	<b>292,399</b>	<b>292,399</b>	<b>310,197</b>	<b>17,798</b>	<b>106.09%</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	9,000	9,000	10,800	(1,800)	120.00%
FICA Taxes	-	-	46	(46)	0.00%
ProfServ-Arbitrage Rebate	500	500	1,000	(500)	200.00%
ProfServ-Trustee Fees	9,000	9,000	9,590	(590)	106.56%
Assessment Roll	5,250	5,250	5,460	(210)	104.00%
Disclosure Report	1,000	1,000	1,000	-	100.00%
District Counsel	25,000	25,000	36,716	(11,716)	146.86%
District Engineer	15,000	15,000	23,308	(8,308)	155.39%
Administrative Services	5,004	5,004	3,903	1,101	78.00%
District Manager	27,861	27,861	35,381	(7,520)	126.99%
Accounting Services	20,004	20,004	15,603	4,401	78.00%
Auditing Services	3,600	3,600	-	3,600	0.00%
Website Hosting/Email services	4,000	4,000	3,113	887	77.83%
Miscellaneous Mailings	250	250	1,697	(1,447)	678.80%
Public Officials Insurance	3,101	3,101	3,341	(240)	107.74%
Legal Advertising	500	500	625	(125)	125.00%
Miscellaneous Services	350	350	300	50	85.71%
Financial & Revenue Collections	5,250	5,250	4,095	1,155	78.00%
Misc. Administrative Fees	650	650	367	283	56.46%
Dues, Licenses, Subscriptions	175	175	175	-	100.00%
<b>Total Administration</b>	<b>135,495</b>	<b>135,495</b>	<b>156,520</b>	<b>(21,025)</b>	<b>115.52%</b>

**Law Enforcement**

Off-Duty Deputy Services	8,000	8,000	-	8,000	0.00%
<b>Total Law Enforcement</b>	<b>8,000</b>	<b>8,000</b>	<b>-</b>	<b>8,000</b>	<b>0.00%</b>

**Stormwater Control**

R&M-Stormwater System	4,000	4,000	5,950	(1,950)	148.75%
R&M Lake & Pond Bank	4,750	4,750	4,397	353	92.57%
Aquatic Maintenance	30,402	30,402	-	30,402	0.00%
Aquatic Plant Replacement	4,500	4,500	-	4,500	0.00%
Miscellaneous Expenses	1,000	1,000	-	1,000	0.00%
<b>Total Stormwater Control</b>	<b>44,652</b>	<b>44,652</b>	<b>10,347</b>	<b>34,305</b>	<b>23.17%</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>Other Physical Environment</u></b>					
Insurance - General Liability	3,947	3,947	4,746	(799)	120.24%
Property Insurance	14,955	14,955	17,631	(2,676)	117.89%
R&M-Irrigation	1,000	1,000	-	1,000	0.00%
<b>Total Other Physical Environment</b>	<b>19,902</b>	<b>19,902</b>	<b>22,377</b>	<b>(2,475)</b>	<b>112.44%</b>
<b><u>Road and Street Facilities</u></b>					
Sidewalk Repair & Maintenance	20,000	20,000	5,494	14,506	27.47%
Roadway Repair & Maintenance	27,100	27,100	5,930	21,170	21.88%
Street Sign Repair & Replacement	7,500	7,500	13,185	(5,685)	175.80%
Guard & Gate Facility Maintenance	500	500	-	500	0.00%
<b>Total Road and Street Facilities</b>	<b>55,100</b>	<b>55,100</b>	<b>24,609</b>	<b>30,491</b>	<b>44.66%</b>
<b><u>Contingency</u></b>					
Misc-Contingency	29,250	29,250	29,867	(617)	102.11%
<b>Total Contingency</b>	<b>29,250</b>	<b>29,250</b>	<b>29,867</b>	<b>(617)</b>	<b>102.11%</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>292,399</b>	<b>292,399</b>	<b>243,720</b>	<b>48,679</b>	<b>83.35%</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	66,477	66,477	0.00%
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Interfund Transfer - In	-	-	328,146	328,146	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>328,146</b>	<b>328,146</b>	<b>0.00%</b>
Net change in fund balance	\$ -	\$ -	\$ 394,623	\$ 394,623	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>361,097</b>	<b>361,097</b>	<b>361,097</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 361,097</b>	<b>\$ 361,097</b>	<b>\$ 755,720</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>					
Interest - Investments	\$ -	\$ -	\$ 8,931	\$ 8,931	0.00%
Special Assmnts- Tax Collector	90,000	90,000	90,000	-	100.00%
<b>TOTAL REVENUES</b>	<b>90,000</b>	<b>90,000</b>	<b>98,931</b>	<b>8,931</b>	<b>109.92%</b>
<b>EXPENDITURES</b>					
<b>Reserves</b>					
Capital Reserve	65,000	65,000	-	65,000	0.00%
Reserve - Disaster Relief	25,000	25,000	-	25,000	0.00%
<b>Total Reserves</b>	<b>90,000</b>	<b>90,000</b>	<b>-</b>	<b>90,000</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>90,000</b>	<b>90,000</b>	<b>-</b>	<b>90,000</b>	<b>0.00%</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	98,931	98,931	0.00%
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating Transfers-Out	-	-	(328,146)	(328,146)	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>(328,146)</b>	<b>(328,146)</b>	<b>0.00%</b>
Net change in fund balance	\$ -	\$ -	\$ (229,215)	\$ (229,215)	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>558,514</b>	<b>558,514</b>	<b>558,514</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 558,514</b>	<b>\$ 558,514</b>	<b>\$ 329,299</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>REVENUES</u></b>					
Interest - Investments	\$ -	\$ -	\$ 22,518	\$ 22,518	0.00%
Special Assmnts- Tax Collector	503,211	503,211	507,529	4,318	100.86%
<b>TOTAL REVENUES</b>	<b>503,211</b>	<b>503,211</b>	<b>530,047</b>	<b>26,836</b>	<b>105.33%</b>
<b><u>EXPENDITURES</u></b>					
<b><u>Debt Service</u></b>					
Principal Debt Retirement	280,000	280,000	280,000	-	100.00%
Interest Expense	223,211	223,211	226,149	(2,938)	101.32%
<b>Total Debt Service</b>	<b>503,211</b>	<b>503,211</b>	<b>506,149</b>	<b>(2,938)</b>	<b>100.58%</b>
<b>TOTAL EXPENDITURES</b>	<b>503,211</b>	<b>503,211</b>	<b>506,149</b>	<b>(2,938)</b>	<b>100.58%</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	23,898	23,898	0.00%
Net change in fund balance	\$ -	\$ -	\$ 23,898	\$ 23,898	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>494,507</b>	<b>494,507</b>	<b>494,507</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 494,507</b>	<b>\$ 494,507</b>	<b>\$ 518,405</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>REVENUES</u></b>					
Interest - Investments	\$ -	\$ -	\$ 1,848	\$ 1,848	0.00%
Special Assmnts- Tax Collector	122,959	122,959	124,014	1,055	100.86%
<b>TOTAL REVENUES</b>	<b>122,959</b>	<b>122,959</b>	<b>125,862</b>	<b>2,903</b>	<b>102.36%</b>
<b><u>EXPENDITURES</u></b>					
<b><u>Debt Service</u></b>					
Principal Debt Retirement	75,000	75,000	75,000	-	100.00%
Interest Expense	47,959	47,959	47,197	762	98.41%
<b>Total Debt Service</b>	<b>122,959</b>	<b>122,959</b>	<b>122,197</b>	<b>762</b>	<b>99.38%</b>
<b>TOTAL EXPENDITURES</b>	<b>122,959</b>	<b>122,959</b>	<b>122,197</b>	<b>762</b>	<b>99.38%</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	3,665	3,665	0.00%
Net change in fund balance	\$ -	\$ -	\$ 3,665	\$ 3,665	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>89,855</b>	<b>89,855</b>	<b>89,855</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 89,855</b>	<b>\$ 89,855</b>	<b>\$ 93,520</b>		

**Notes to the Financial Statements**  
**September 30, 2023**

**Financial Overview / Highlights**

- ▶ Total General Fund revenues are at approximately 106.1% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 83.4% of the Annual Budget.

**Balance Sheet**

Account Name	YTD Actual	Explanation
<b>Liabilities</b>		
Prepaid Items	3,316	Trustee fees for FY 2024.

**Variance Analysis**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<b>General Fund 001</b>				
<b>Revenues</b>				
Interest Income	-	9,395	N/A	Interest earned on investments from Money Market account.
Special Assessments-Tax Collector	292,399	295,679	101.12%	Collections were at 100% at this time last year.
Other Miscellaneous Revenues	-	5,123	N/A	Stoneybrook HOA & Legal overpayments
<b>Expenditures</b>				
<b><u>Administrative</u></b>				
P/R-Board of Supervisors	9,000	10,800	120.00%	Budget increased for next year to \$12,000.
Arbitrage Rebate	500	1,000	200.00%	Paid in full for the year.
Trustee Fees	9,000	9,590	106.56%	Paid in full for the year.
Assessment Roll	5,250	5,460	104.00%	Paid in full for the year.
Disclosure Report	1,000	1,000	100.00%	Paid in full for the year.
District Counsel	25,000	36,716	146.86%	Budget increased for next year to \$26,000.
District Engineer	15,000	23,308	155.39%	Budget increased for next year to \$30,000.
District Manager	27,861	35,381	126.99%	Inframark charges started July 1st.
Auditing Services	3,600	-	0.00%	Audit is final as of 08/07/23.
Miscellaneous Mailings	250	1,697	678.80%	Mass mailing of budget notice.
Public Officials Insurance	3,101	3,341	107.74%	Budget increased for next year to \$4,176.
Legal Advertising	500	625	125.00%	Legal advertising for October thru March.
<b><u>Stormwater Control</u></b>				
R&M-Stormwater System	4,000	5,950	148.75%	Storm system repair, replace 2 galvanized grates.
R&M Lake & Pond Bank	4,750	4,397	92.57%	Pond 31 bank repairs - 30% deposit
<b><u>Other Physical Environment</u></b>				
Insurance - General Liability	3,947	4,746	120.24%	Budget increased for next year to \$5,950.
Property Insurance	14,955	17,631	117.89%	Budget increased for next year to \$22,040.

**Notes to the Financial Statements**  
**September 30, 2023**

<u>Account Name</u>	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
<b>Expenditures (con't)</b>				
<b><u>Road and Street Facilities</u></b>				
Street Sign Repairs/Replacements	7,500	13,185	175.80%	Solar radar signs (2), installed street signs.
<b><u>Reserves</u></b>				
Misc-Contingency	29,250	29,867	102.11%	Appreciation placques, pressure cleaning, Stoneybrook at Heritage Harbour HOA reimbursement.
<b>Reserve Fund 005</b>				
<b>Revenues</b>				
Interest Income	-	8,931	N/A	Interest earned on Custody trust account.
Special Assessments-Tax Collector	90,000	90,000	100.00%	Collections were at 100% at this time last year.
<b>Debt Service - Series 2013</b>				
<b>Revenues</b>				
Interest Income	-	22,518	N/A	Interest earned on trust accounts.
Special Assessments-Tax Collector	503,211	507,529	100.86%	Collections were at 100% at this time last year.
<b>Expenditures</b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	280,000	280,000	100.00%	Next payment will be made next year.
Interest Expense	223,211	226,149	101.32%	Next payment will be made next year.
<b>Debt Service - Series 2015</b>				
<b>Revenues</b>				
Interest Income	-	1,848	N/A	Interest earned on trust accounts.
Special Assessments-Tax Collector	122,959	124,014	100.86%	Collections were at 100% at this time last year.
<b>Expenditures</b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	75,000	75,000	100.00%	Next payment will be made next year.
Interest Expense	47,959	47,197	98.41%	Next payment will be made next year.

# **HERITAGE HARBOUR SOUTH**

Community Development District

## **Supporting Schedules**

**September 30, 2023**

# HERITAGE HARBOUR SOUTH

Community Development District

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## Cash and Investment Balances September 30, 2023

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
<b>GENERAL FUND</b>			
Operating Account - Business Checking	BankUnited	0.00%	\$ 294,489
Money Market Account	BankUnited	5.12%	\$ 478,590
Reserve Custody Account	US Bank	5.35%	\$ 329,299
Series 2013 A1 Interest	WellsFargo Trust	4.26%	\$ 51
Series 2013 A2 Interest	WellsFargo Trust	4.26%	\$ 7
Series 2013 A1 Principal	WellsFargo Trust	4.26%	\$ 5
Series 2013 A1 Reserve	WellsFargo Trust	4.26%	\$ 223,126
Series 2013 A2 Reserve	WellsFargo Trust	4.26%	\$ 29,000
Series 2013 A1/A2 Revenue	WellsFargo Trust	4.26%	\$ 266,200
Series 2013 A2 Sinking	WellsFargo Trust	4.26%	\$ 16
	<b>Subtotal</b>		<b>\$ 518,405</b>
Series 2015 Prepayment	US Bank	5.35%	\$ 1,254
Series 2015 Reserve	US Bank	5.35%	\$ 30,421
Series 2015 Revenue	US Bank	5.35%	\$ 61,845
	<b>Subtotal</b>		<b>\$ 93,520</b>
	<b>Grand Total</b>		<b>\$ 1,714,303</b>

**HERITAGE HARBOUR SOUTH**

Community Development District

**Payment Register by Fund  
For the Period from 09/01/23 to 09/30/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	15021	09/11/23	CROSSCREEK ENVIRONMENTAL INC	14638	POND 31 BANK REPAIRS-30% DEPOSIT	R&M Lake & Pond Bank	546185-53805	\$4,397.25
001	15022	09/11/23	ERIC NELS HALLBERG	090523	SUPERVISOR FEES MEETING 9/5/23	P/R-Board of Supervisors	511001-51101	\$200.00
001	15023	09/11/23	PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A.	4037	LEGAL SERVICES 08/23	District Counsel	531146-51401	\$2,450.00
001	15024	09/11/23	SCHAPPACHER ENGINEERING LLC	2521	ENGINEERING SERVICES 08/23	District Engineer	531147-51401	\$4,927.50
001	15025	09/27/23	US BANK	7034205	SERIES 2015 TRUSTEE FEES 08/01/23-09/30/23	ProfServ-Trustee Fees	531045-51301	\$646.50
001	15025	09/27/23	US BANK	7034205	SERIES 2015 TRUSTEE FEES 10/01/23-07/31/24	Prepaid Items	155000	\$3,232.50
001	DD110	09/15/23	DARNELL BACON -EFT	090523 EFT	SUPERVISOR FEES MEETING 9/5/23	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD111	09/15/23	MICHAEL J NEVILLE - EFT	090523 EFT	SUPERVISOR FEES MEETING 9/5/23	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD112	09/15/23	PHILIP I FRANKEL - EFT	090523 EFT	SUPERVISOR FEES MEETING 9/5/23	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD109	09/08/23	ROBIN SPENCER	PAYROLL	September 08, 2023 Payroll Posting			\$184.70
<b>Fund Total</b>								<b>\$16,638.45</b>

<b>Total Checks Paid</b>	<b>\$16,638.45</b>
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FENCE ESTIMATE

ASAP Fence and Gates LLC  
 2219 63rd Ave E Unit C  
 Bradenton, FL 34203  
 (941) 417-8992

**Sales Representative**  
 Tony Anderson  
 (352) 445-1485  
 tony@asapfenceandgate.com



**Michael Diorio**  
 200 Golden Harbour Trail  
 Bradenton, FL 34212

Estimate #	J4064
Date	10/9/2023

**TONY ANDERSON**

FENCE ESTIMATOR

TEAM MEMBER SINCE : 2022

941-900-3647

Tony@asapfenceandgate.com

Item	Description	Qty	Price	Amount
Chain Link Fence	4ft tall black Chain Link Fence Includes Terminal Posts, Line posts 2'in ground and in concrete. Top rail bottom tension wire.	302.00	\$16.75	\$5,058.50
Removal & Haul Away Fence	Remove and Haul off of Existing Fence.	302.00	\$4.00	\$1,208.00
Property Survey	At your earliest, please scan your survey and reply to this email with it attached. I will photoshop the rendering of the fence and apply it to your survey to submit it to your HOA or Property Appraiser (for permit)	1.00	\$0.00	\$0.00

Item	Description	Qty	Price	Amount
1 YEAR LABOR WARRANTY	ASAP Fence & Gates, LLC will cover any errors or defects in workmanship for 1 year from the date of installation. This warranty covers installation defects. This excludes physical abuse, alterations after installation, vandalism, force majeure events such as tornadoes and hurricanes, ground movement, and normal wear and tear. Warping and checks in wood fence panels is not covered in our workmanship warranty as it is a natural process of wood fence.	1.00	\$0.00	\$0.00
EST INSTALLATION TIME FRAME	4 to 5 WEEKS AFTER ESTIMATE APPROVAL. DEPENDENT ON HOA APPROVAL, PERMITTING, AND SPECIAL ORDER DELIVERY TIME. THIS IS ONLY AN ESTIMATE. NOT A GUARANTEE	1.00	\$0.00	\$0.00
<b>FENCE LINE - FLAT/GENTLE SLOPE</b>	our standard is to have a flat fence top or consistent slope with fence approx. 3" above grade. Some customers with pets may request a fence to follow close to the grade. Properties with dips or inconsistent slopes can result fences that don't appear to be installed straight. Confirm with your estimator if you prefer			<b>\$0.00</b>
<b>ATTACHMENT TO STRUCTURES</b>	where fence meets permanent structures our installation standard is to mount posts to the structure using tapcon anchors and stopping post just below grade. This avoids damage to foundation footers. It is also a requirement for some insurance providers so that your fence is covered by homeowners insurance.			<b>\$0.00</b>
<b>DIRT SPOILS</b>	Dirt spoils are evenly distributed across your lawn. Rain will cause them dissipate into your lawn in a few weeks. In the even your property has clay and soils don't dissipate, we can move the majority of spoils to a mulch bed. Dirt removal is available upon request.			<b>\$0.00</b>
<b>PROJECT CLEANUP</b>	Your work area will be left clean with no packaging, cement bags, or cut pieces remaining unless requested by homeowner. In some cases a small amount of concrete dust or drill shavings may be present.			<b>\$0.00</b>
<b>FULL INSURANCE PROTECTION</b>	We carry commercial auto, general liability, and workers comp insurance for your protection. A certificate can be provided at your request. 90% of small fence companies do not carry the proper insurance. Stay protected.			<b>\$0.00</b>
Call or text Tony at 352.445.1485	Please feel free and let me know if you have and questions. Thank you for the opportunity!	1.00	\$0.00	\$0.00



**Sub Total** \$6,266.50

**When Paying by Cash or Check**

**Total** \$6,266.50

**When Paying by Credit/Debit Card**

**Convenience Fee** \$200.82

**Release Dist** \$6,467.32

Balance Due\*

\$0,407.32

\*Credit/Debit card payments include a convenience fee of 3.2%+29¢ per transaction.

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**S P E C I A L I N S T R U C T I O N S**

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## Terms and Conditions

Estimates are valid for 14 days.

Satellite estimates are subject to on-site confirmation of measurements and sitework such as roots which may require extra labor. If changes to your estimate are required you are not obligated to any increase in price. A change order will be presented which you can either approve or request a refund of your deposit. Our customers have overwhelmingly preferred the speed and convenience of this two step process.

Payment is due as COD upon completion for all installations and repairs unless stated otherwise on estimate.

Non payment fees: A \$35 Admin Fee and 1.5% Finance Charge will be added to any invoice past due. Plus a \$25 per month late fee will apply. After 14 days of non payment a notice to owner shall be filed on all residential projects resulting in additional fee's of \$10 mailing fee and \$75 notice owner fee

Payments other than ACH/Check or equivalent: A fee of 3% for credit card and 6% fee for financing will be added at the time of invoicing.

Retainage: In the event client has a small "punch list items" to be completed after installation. Client understands that are obligated to pay bill in full at time of installation, but may request to withhold a 10% retainage until the original scope of work is complete.

"This written document in addition to your provided fence layout contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to the subject matter herein. In the event of conflict the eagle eye view layout shall take precedent. No modification, amendment, waiver, or discharge of any provision of this agreement shall be effective unless in writing and signed by both parties."

If you request a change in layout or scope "GET IT IN WRITING". This protects us and you from miscommunication and misunderstanding so that contracts never have to be used.

Satellite estimate deposits are refundable until onsite verification. Special order deposits are non-refundable after onsite verification and order placement.

Customer takes all responsibility for obtaining HOA approvals and making sure the fence meets all guidelines. ASAP Fence may assist the customer with HOA approval submissions but ultimate responsibility for HOA compliance falls with the homeowner/property owner/client.

This quote is valid for the next 14 days, after which values may be subject to change.  
Final payment is due upon completion of project unless otherwise agreed.

Fence lines to be clear of trees/shrubs and any obstacles prior to installation. Installers need 3' clear landscape path with no obstacles on fence lines. Obstructions such as sheds, chicken coops, automobiles, boats, or any other objects not mentioned are require and additional fee.

We **DO NOT** take ANY responsibility for locating or damage to private lines (ie. irrigation, septic, gate, water, waste, low voltage/landscape).

We are not a licensed irrigation contractor if customer wishes us to repair a sprinkler line will do so for an additional fee in some cases. In the event of repair, customer acknowledges ASAP fence is not responsible workmanship on sprinkler repairs and provide no implied or express warranty of function of said repairs. The custom is welcome to contact a professional irrigation company to make sure repairs.

**Fence placement:** Final fence placement is the property owners responsibility. Installer/Estimators may locate property pins and recommend placement, this **DOES NOT** transfer responsibility for the placement of your fence to ASAP Fence. Verifying property lines and obtaining surveys is the customers responsibility. If in doubt, call a survey to have your property lines properly marked. Especially if you have a hostile neighbor! They WILL fight you over 1".

### Workmanship Warranties:

**We offer no workmanship warranty on wood fence materials.**

Vinyl/Chainlink/Aluminum fence carries a workmanship warranty of 1 year unless specifically stated in this estimate.

For material warranty see manufacturers policy.

### Additional Costs digging expenses not included in estimate:

Your quote assumes standard digging condition where a crewman can dig with a post hole digger to depth within 15 minutes. Roots, and abnormal soil conditions such as rock or limestone can **Dramatically** increase the time and effort required to dig holes for your fence posts. For clarification visit <https://asapfenceandgate.com/harddig> for examples.

Hard digs Class 1 (\$35/hole in this class): Includes thick tree roots, saw palmetto root balls, smaller rocks, old fence concrete balls

Hard digs Class 2 (\$50/hole in this class): Limestone or similar rock which requires a jack hammer or rock bar. Can take 1 hour plus for a single man to dig a hole.

Client pre-approves additional costs for up to 4 posts with documentation of conditions provided. The client must provide approval for any expenses over 4 posts.

### Cancellation Policy

You will receive a full refund in the event of cancellation except for project planning related expenses and restocking fees for special order and fabrication items as follows:

**Custom fabrication** - orders such as estate gates are non-refundable. In some cases we may offer an exception but are not obligated to do so. Custom work can rarely be reused by us. Examples of customer fabrication include but are not limited to bronze aluminum fence, most commercial/industrial work, puppy picket, some vinyl coated chain-link fabrics, all estate, cantilevel, and roll gates.

**HOA submission packet** - Cancelling after HOA docks and layouts have been prepped for you submission incur a \$250 fee upon job cancellation. Your HOA will also be notified that we are no longer your installation contractor as your application is tied to our insurance.

**Permitting** - Permit fees are non-refundable as they are paid to a 3rd party. In the event of a cancellation you will receive a \$75 fee to process and submit the change of contractor form on your outstanding permit or permit application

**Cancellation week of installation** - Materials preparation for installations is an extensive process. You materials must be prepped for transport in the appropriate quantities. Once packed, they must be unpacked and reallocated to be used on another job. cancellations week of for stock material jobs will incur a \$250 materials prep charge.





Variety Fence, LLC  
1430 9th Avenue East  
Bradenton, FL 34208  
bill@varietyfencefl.com  
www.varietyfencefl.com



**ADDRESS**

Stoneybrook at Heritage Harbour  
200 Golden Harbour Trail  
Bradenton, FL 34212

Estimate 1508

DATE 07/31/2023

**JOB LOCATION**

Pond Area

	DESCRIPTION	RATE	AMOUNT
Site Work	(Pond) Remove and haul away current fence. Reinstall 310' of 4' high black chain-link fence to enclose pond area. *All posts to be set in concrete.	7,200.00	7,200.00

50% deposit with balance due upon completion.

SUBTOTAL

7,200.00

We appreciate your prompt payment.

TAX

0.00

Accepted By: \_\_\_\_\_

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

PO#: \_\_\_\_\_

**TOTAL \$7,200.00**

Accepted By

Accepted Date



LLS Tax Solutions Inc.  
2172 W. Nine Mile Rd.  
#352  
Pensacola, FL 32534  
Telephone: 850-754-0311  
Email: [liscott@llstax.com](mailto:liscott@llstax.com)

September 7, 2023

Heritage Harbour South Community Development District  
c/o Inframark Infrastructure Management Services  
210 N. University Drive, Suite 702  
Coral Springs, Florida 33071

Thank you for choosing LLS Tax Solutions Inc. (“LLS Tax”) to provide arbitrage services to Heritage Harbour South Community Development District (“Client”) for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- Heritage Harbour South Community Development District  
\$5,915,000 Capital Improvement Revenue Refunding Bonds, Series 2013A-1 (Senior Lien) and  
\$665,000 Capital Improvement Revenue Refunding Bonds, Series 2013A-2 (Subordinate Lien)

### **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service (“IRS”) forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

### **TAX POSITIONS AND REPORTABLE TRANSACTIONS**

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

## **PROFESSIONAL FEES AND EXPENSES**

Our professional fees for the services listed above for the three annual bond years ending July 18, 2023, July 18, 2024, and July 18, 2025, is \$1,800, which is \$600 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

**ACCEPTANCE**

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,  
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:  
Heritage Harbour South Community Development  
District

By: Linda L. Scott

Linda L. Scott, CPA

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

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

**HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Motion: Assigning Fund Balance as of 09/30/2023**

The Board hereby assigns the FY 2023 Reserves as follows:

**General Fund**

Operating Reserve	\$73,100
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**Reserve Fund**

Capital Reserve	\$65,000
Reserve-Disaster Relief	\$25,000

## Risk Transfer: An Important Strategy to Protect Your District

Districts of all sizes often rely on crucial relationships with outside entities including contractors and vendors to support successful operations. Such relationships often involve the negotiation of written agreements and the subsequent need for a contract management program. While much of the focus tends to be on the financial elements of a contract, such as invoicing terms and overall service costs, it's important to ensure that other terms and conditions, specifically those that allocate risk and associated responsibilities, are not overlooked.

Including a risk-based approach to contractor and vendor management through proper contractual risk transfer can provide the best protection for districts. This consists of a wide range of provisions that can shift liability exposures to the appropriate party in a manner consistent with their ability to control and insure the associated risks. This can include insurance requirements, as well as hold harmless and indemnification language. Failure to examine this can result in your district bearing an unfair amount of risk, including injury, damage, and defense costs associated with claims and lawsuits that may be a result of another party's actions or negligence.



### Consider the following scenario:

*Needfore Improvement District hires ABC Paving to make a few repairs to its office parking lot. ABC underestimates the number of repairs needed and must come back within a couple of days with more material. As a result, large holes are left open in the parking lot. In the meantime, ABC places cones and caution tape where the repairs are still in progress but did not have enough of each to cover all areas. The district had a community education event scheduled for the next day. An attendee stepped into an open, unmarked hole shortly after stepping out of their vehicle, falling and sustaining severe injuries, subsequently filing suit against the district. The district had entered into a written agreement with ABC; however, it did not include any language addressing insurance requirements, nor the allocation of risk. The district had used ABC about a year ago for similar repairs and secured a certificate of insurance at that time but failed to ask for a more recent copy. The district incurs over \$100,000 in expenses to defend and resolve the claim without any contribution from ABC due to poor risk transfer practices.*

# Risk Transfer: An Important Strategy to Protect Your District

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## How is Risk Transfer Accomplished?

Risk transfer is most effective as a layered approach including both contracts and insurance requirements. We'll outline what to look for in reviewing each of these and how they can work together to protect your district.

### Contracts

Properly worded contracts and agreements not only help to clarify each party's roles and responsibilities, but they can also offer the most comprehensive protection when they include provisions that allocate each party's risk equitably and outline insurance requirements clearly. Because contracts are intended to be enforceable by law, it is important to engage legal counsel in the drafting and review process. This also helps to ensure that contracts will be interpreted and enforced in a clear and consistent way, as these and other legal documents may be read and interpreted differently by multiple parties.

Contracts that include hold harmless, indemnification and duty to defend provisions can help transferring the risk of loss, damage, or liability from one party to another. While some view the terms indemnification and hold harmless as interchangeable, there are notable differences. Indemnification is generally the act of one party agreeing to provide compensation after a loss has already occurred, whereas hold harmless involves one party agreeing not to seek reimbursement from another for liability or damages, including those to a third party. For this reason, hold harmless and indemnification language often go hand in hand. Imposing a duty to defend on the vendor or contractor can also provide for a legal defense and associated costs related to lawsuits.

The ways in which this type of language allocates risk among the involved parties can span a wide spectrum. On one end of the spectrum, one party may assume all responsibility for injuries and damages that occur in the performance of contractual obligations. On the other end, each party may agree that they are only responsible for the outcomes of their own negligence. Distributing the risk to each party can sometimes be a part of the negotiation. Several factors can influence how much risk each party should agree to retain, transfer, or share, which can be difficult to navigate without the help of a risk management professional.

When contracts shift the burden of risk to another party, it is important to confirm that the other party is able and willing to pay for the liability it has assumed. This is why it's imperative to include insurance requirements in all contracts and agreements.

### Insurance Requirements

Vendors and contractors working with your district should be able to meet the insurance requirements outlined in your contracts. It's important that these include the appropriate types of coverages that are consistent with the vendor's operations and the associated risks presented to your district. While general liability and worker's compensation coverage may be a given, it's important not to overlook others that may need to apply. For example, a vendor providing services that require the use of vehicles throughout the district should maintain automobile liability coverage. Likewise, a vendor who stores fuel tanks on district property should maintain pollution liability coverage. Some situations may seem less common but can present significant exposures to a district. Vendors providing services to minors, such as swim and tennis classes, is an instance where it would be imperative to confirm the vendor's policy includes coverage for incidents related to sexual abuse and molestation.

# Risk Transfer: An Important Strategy to Protect Your District

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Determining the appropriate coverages and limits is another area where consulting with your insurance professional can be helpful. Factors typically considered include the type and scope of services involved, other parties that may be impacted by those services, as well as the potential for the services to contribute to losses.

## **Additional Insured Status (AI)**

The primary advantage of obtaining additional insured status on a vendor's policy is the provision of certain rights under that policy, including access to the insurance policy without having to pay any premiums or deductibles. This can also include defense coverage for those named as AI. As good as this sounds, it does not come without its limitations.

Additional insureds tend to have narrower coverage than what is provided to the vendor or named insured who purchased the policy as the intent is for an AI to be indemnified for liability related to the operations in the contract or agreement that involve the named insured in some way.

When a district requests AI status from another party, that party's insurance policy is endorsed to include the district as an additional insured. Some insurance companies can provide copies of these endorsements to better understand the scope and limitation of being an additional insured, along with any other special requirements.

## **Certificates of Insurance (COI)**

When evaluating and selecting contractors and vendors, it's important to request a current Certificate of Insurance that reflects the coverages included in the insurance requirements outlined in your contract. A COI is a form issued by an insurer or agent that lists the coverage(s), expiration date(s) and limits of the insured's coverage(s). It includes important information about each line of coverage, including policy numbers, policy limits, insurer, agent, coverage period and name of the insured. Special endorsements, including AI status mentioned previously, and others, such as a waiver of subrogation may also be noted on the COI.

## **Risk Transfer Tips and Strategies**

- Contracts with overly ambiguous risk allocation language can render the provision ineffective.
- Roles and responsibilities noted in contracts should also outline safety responsibilities. For example, a vendor that repairs a portion of a roadway should be required to comply with traffic control procedures. A vendor that works with minors should be responsible for screening employees.
- Certain risks associated with the physical safety of your district facilities can be difficult to transfer. Having a plan in place to control hazards such as uneven sidewalks remain important.
- All contracts should indicate that nothing shall be deemed as a waiver of the immunity or limits of liability of the district beyond those that have been adopted by the Florida Legislature in section 768.28 of the state statutes.
- The provision of additional insured status should be included in the insurance requirements or similar section of a contract.
- Requiring additional insured status on a primary and non-contributory basis can provide broader coverage, stipulating that the vendor's coverage pays before the district's policy without seeking contribution other policies afforded to or maintained by the district.

# Risk Transfer: An Important Strategy to Protect Your District

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- Insurance providers can seek subrogation (recovery of some or all costs from another insurance carrier) if they believe the other carrier's insured was at fault or contributed to the cause of a claim. To avoid this, your district can request that vendor insurance policies include a waiver of subrogation.
- Many vendor insurance policies include what's known as a blanket additional insured endorsement. This can allow districts to be named as AI automatically, however, only when required by contract.
- COIs only provide a snapshot of coverage at a particular point in time. Districts should have a system in place to enable periodic review of the COIs provided by the entities they work with.
- Although COI's can indicate that AI status has been provided, the underlying endorsement is the best way to get confirmation.
- Absent proof of a vendor's workers compensation coverage, a district may experience increased worker's compensation premiums of their own.
- Be especially critical of contracts that other entities ask you to sign. Such contracts can include language and responsibilities unfavorable to the district, which may also serve to diminish the district's sovereign immunity protection.

The risk transfer tools and strategies in this article are an important part of a district's risk management efforts and should be used whenever possible as they help to minimize the likelihood of being exposed to undue amounts of liability, including those that are the result of the action or inaction of others. While employing these strategies can seem a bit overwhelming, we've assisted several districts in implementing them into their risk management programs. For more articles, sample forms and policies, or any other resources on safety and risk management, please reach out to our team at [riskservices@egisadvisors.com](mailto:riskservices@egisadvisors.com).

# Risk Transfer: An Important Strategy to Protect Your District

## Basics of Risk Transfer Checklist

Questions to Answer	YES	NO	Best Practices
Do you have a written contract with the service provider which has been reviewed and approved by District Legal Counsel?	<input type="checkbox"/>	<input type="checkbox"/>	All contracts should be reviewed and approved by District Legal Counsel before signing.
Have you confirmed that there is no language in the contract that waives the District's sovereign immunity as outlined in FS 768.28?	<input type="checkbox"/>	<input type="checkbox"/>	The District's sovereign immunity should not be waived by any contract language.
Does the contract contain indemnification language that agrees to provide compensation after a loss benefiting the District?	<input type="checkbox"/>	<input type="checkbox"/>	Contracts containing language that indemnifies or protects the District is a best practice.
Does the contract contain hold harmless language that benefits the District?	<input type="checkbox"/>	<input type="checkbox"/>	Hold harmless language in a contract can help protect the District from paying reimbursement (defense) costs and fees of other parties.
Has the vendor or contractor provided proof of insurance (Certificate of Insurance) for all pertinent coverages as outlined in the contract?	<input type="checkbox"/>	<input type="checkbox"/>	Obtaining proof of coverage from the vendor or contractor is an important best practice.
Does the vendor or contractor Certificate of Insurance list the appropriate limits in place on their insurance coverages?	<input type="checkbox"/>	<input type="checkbox"/>	Contacting your insurance agent to review vendor or contractor insurance limits on their COI can help identify holes that are important to protect your interests.
Is your District named in the vendor or contractor Certificate of Insurance as an Additional Insured with the appropriate boxes checked on the COI?	<input type="checkbox"/>	<input type="checkbox"/>	Although not fool-proof, having Additional Insured status on vendor or contractor insurance policies extends their coverage to you in case your District is named in a claim or lawsuit.
Has the vendor provided the actual underlying insurance endorsement to the District?	<input type="checkbox"/>	<input type="checkbox"/>	Although being an Additional Insured on the COI is critical, having a copy of the underlying endorsement on file is a best practice.
Does the vendor insurance policy include a waiver of subrogation?	<input type="checkbox"/>	<input type="checkbox"/>	A waiver of subrogation helps protect the District from subrogation efforts by other carriers.
Does the District have a process in place for checking and acquiring updated Certificates of Insurance from regularly used vendors and contractors?	<input type="checkbox"/>	<input type="checkbox"/>	COI are only a snapshot in time therefore it is a best practice to check and verify the District has the most updated version on file, at least annually.
Have you contacted your Egis Insurance & Risk Advisors representative to discuss Risk Transfer techniques?	<input type="checkbox"/>	<input type="checkbox"/>	Often a quick phone call or email to your Egis risk management team can help make sure the District has proper protections in place.



# FLORIDA INSURANCE ALLIANCE



## Heritage Harbour South Community Development District

**Date of Visit:** Friday, September 29, 2023, at 10:00 AM

**District Manager:** Jennifer Goldyn, [Jennifer.Goldyn@Inframark.com](mailto:Jennifer.Goldyn@Inframark.com)

**Seat 4 Supervisor:** Darnell Bacon, [Seat4@heritageharboursouthcdd.org](mailto:Seat4@heritageharboursouthcdd.org)

**Address:** 200 Golden Harbour Trail, Bradenton, FL 34212

**Egis Attendees:** Brett Crecco, Loss Control Consultant

## Visit Overview & District Summary

The purpose of the visit on the above referenced date was to allow our team to gain a better understanding of the Heritage Harbour South Community Development District which consists of approximately 981 acres and includes 50 ponds. District owned amenities include a disc golf course, ballfields, concession stand, playground, pavilion, dock, soccer fields, soccer restroom building, and gazebos. Additional district owned property includes fencing, a guard house, gates, bleachers, and a light house. While on site, we had the opportunity to review the insured property schedule.

The visit also allowed us to support the district’s loss control efforts by identifying any hazards that could lead to accidents and claims and discuss recommendations to remediate any loss producing conditions. Those recommendations are included in this letter. While we did not have the opportunity to observe all areas owned and/or maintained by the district, we feel that the areas we were able to observe are representative of the general condition of the property.

## Strengths

Strengths highlight some of the existing risk mitigation strategies in place. Consistent application is important to the District’s overall risk management program.

- CCTV camera system monitors areas around the restroom building and guard houses.
- Dock includes signage of no jumping, diving, or swimming.
- Ball field areas appear to be well maintained.

## Critical Recommendations

Critical recommendations are associated with exposures and hazards that can represent a significant danger or risk warranting immediate attention. While follow-up for all recommendations is encouraged, items in the critical category may require documented resolution (i.e. photos) and review by FIA’s Risk Services team if indicated in the recommendation description.

- Restroom Building Roof.

<p><b>Restroom Building Roof</b> – There are missing shingles on the roof apex possibly allowing weather intrusion which may compromise roof integrity.</p>	<p>Please consider having this roof inspected by a licensed professional and repair as needed to avoid any further degradation.</p>
	

**Important Recommendations**

**Important** recommendations are provided to address exposures that if not corrected, have the potential to result in moderate injury or property/liability losses. Some of these recommendations have been proposed from prior visits.

- Electrical Equipment
- Refuse Container Enclosures
- Playground Maintenance
- Bench Maintenance
- Soccer Goals
- Irrigation Controls
- Electrical Panels
- Soccer Field Restroom
- Light Poles
- Concession Area
- Risk Transfer
- Gazebo Areas

<p><b>Electrical Equipment</b> – Electrical equipment enclosure at the pavilion is rusted through and interior wiring is visible. This can be a hazard to children who may reach in the corroded area. Possible fire hazard if wildlife enters the box.</p>	<p>Please consider having all electrical equipment inspected by a licensed professional to determine if the equipment enclosure can be repaired or replaced or if additional shielding is required to prevent access to high voltage equipment.</p>
	

<p><b>Refuse Container Enclosures</b> – Refuse container enclosures are rusted and missing protective edge banding which can protect against lacerating patrons. Steel ground protrusion nearby is a trip hazard.</p>	<p>Please consider inspecting all refuse enclosures for corrosion, missing edge banding or other sharp edge hazards and repair as needed. Please consider removing or cutting off the steel ground protrusion to eliminate the trip hazard.</p>
	

**Playground Maintenance** – Playground equipment appears to have deferred maintenance issues including rusted parts, worn protective coatings, missing ground surfacing, and lack of warning signage.

Please review the attached Playground handout and consider recoating, repairing, and resurfacing under the swings as needed. Also consider signage as recommended by the handout. An example of a best practice signage is listed below.



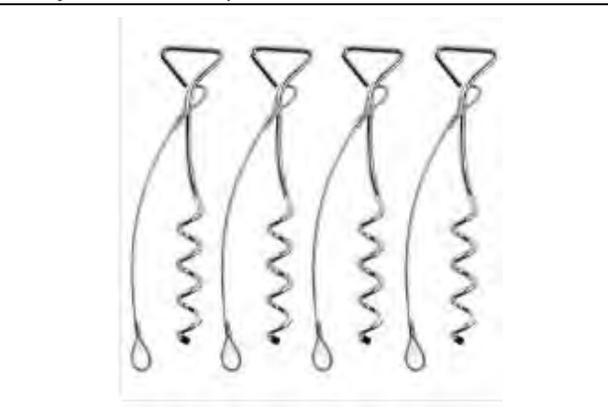
**Bench Maintenance** – Areas of rust and bench coating delamination can be puncture, laceration, and infection hazards for patrons.

Please consider an inspection routine quarterly or semi-annually to review benches and tables for sharp edges, rust, and delamination signs. Repair, replace, recoat as needed.



**Soccer Goals** – Soccer goals were not anchored to the ground. Per the soccer goal manufacturer, the goal can fall over causing serious injury or death when not anchored.

A best practice is to install multiple heavy-duty anchors so that the goal will not flip over. Different types of anchors are available; below are just one example.



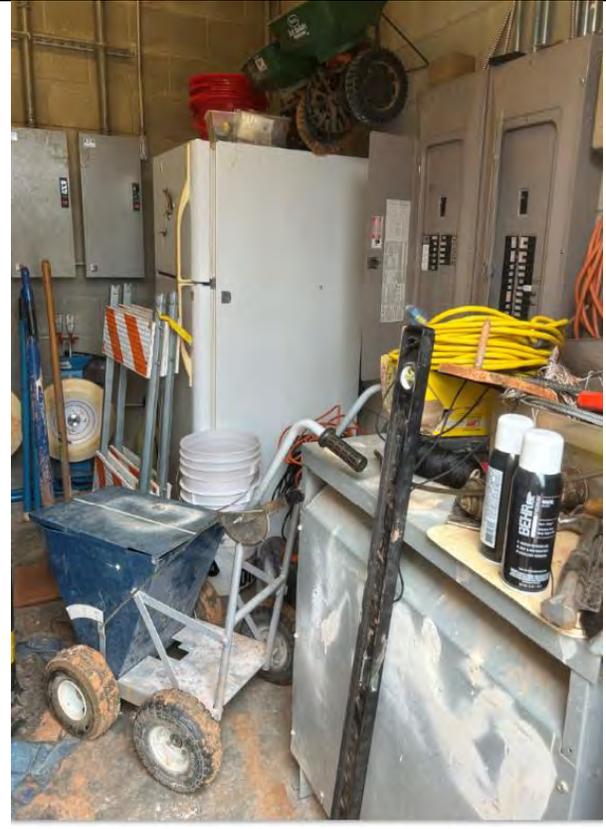
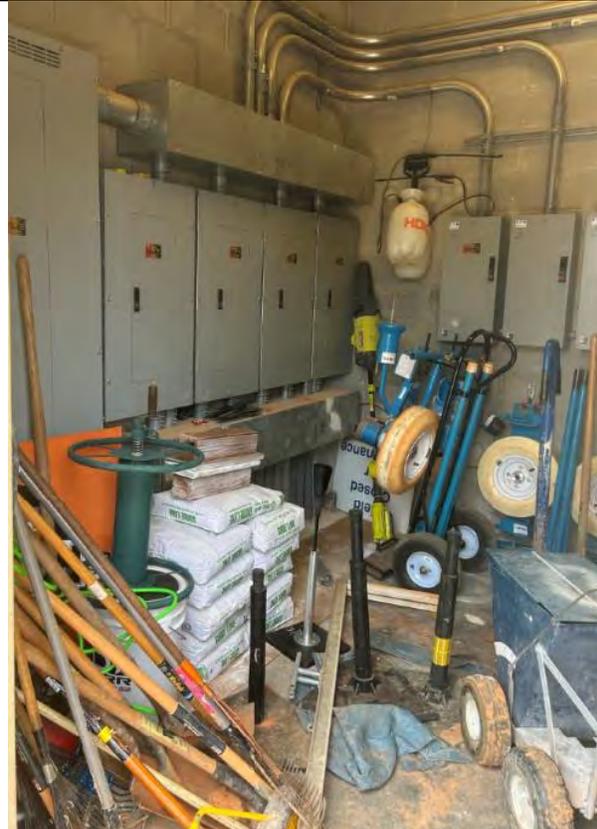
**Irrigation Controls** – An irrigation controls box was left uncovered and unlocked allowing access to electrical connections which can be an electrocution hazard as well as equipment damage risk. Ground enclosures found uncovered, creating trip & fall hazards.

Please consider reviewing concerns with landscape or irrigation contractor to not leave boxes open as they create additional district liability for injuries and property damage.



**Electrical Panels** – The electrical panels at the ball fields were blocked. During an emergency, circuits are not able to be quickly de-energized without tripping, falling, or incurring injury.

OSHA and National Electric Code (NEC) require at least 36" of clearance in front of all electrical panels to allow unobstructed access to de-energize circuits in an emergency. Please consider panel decals or floor markings to help prevent storing items in front of panels.



<p><b>Soccer Field Restroom</b> – The interior doorknob is missing on the men’s room restroom. Without a doorknob, it may be difficult to exit and/or the exposed metal protrusion could cause injury.</p>	<p>Please consider replacing the doorknob or repair/replace the door lock to eliminate the hazard.</p>
	

<p><b>Light poles</b> – Light pole was found to be missing electrical connection covers which poses an electrical hazard and vandalism hazard.</p>	<p>Please consider inspecting all light poles to verify that all electrical connections have appropriate covers secured.</p>
	

**Concession Area** – A deep fryer was noted being used in the concession area but only one Type ABC fire extinguisher was noted in this area. Type ABC extinguishers are not as effective in suppressing cooking oil fires as Type K.

In addition to the Type ABC extinguisher, it is important to also have a Type K fire extinguisher located within 75 feet when using cooking oils.



		Ordinary Combustibles	Wood, Paper, Cloth, Etc.
		Flammable Liquids	Grease, Oil, Paint, Solvents
		Live Electrical Equipment	Electrical Panel, Motor, Wiring, Etc.
		Combustible Metal	Magnesium, Aluminum, Etc.
		Commercial Cooking Equipment	Cooking Oils, Animal Fats, Vegetable Oils

**Risk transfer** – Given the various relationships with the Master Association, the HOA and other organizations (baseball leagues, concession operators, etc.) the district may be liable for multiple risks. This largely depends on how written agreements are worded plus the corresponding insurance coverages of these other organizations.

A best practice is to always have district legal counsel review these agreements, appropriate certificates of insurance (with corresponding additional insured status) and levels of coverages to verify the district is adequately protected, especially for operations they are not responsible for. Please review the attached Risk Transfer handout and feel free contact us to also review any agreements, certificates, etc. to verify the district is protected.

**Gazebo Areas** – The gazebos in the light house area have broken bottom rails, top rails and balusters which can all be hazards to patrons since they can take no weight or pressure causing fall injuries. One also has an electrical outlet not fully connected by conduit as required.

Please consider having formal engineering or building inspections of both gazebos to determine their structural integrity and if they should be available to the public. Broken members should be immediately replaced or repaired. Until then, it might be a best practice to utilize caution tape across entrances or prevent access to these areas through other means, signage, etc.



## Advisory Recommendations

**Advisory** recommendations are provided to address exposures that while having the potential for loss, would not normally result in a significant or severe loss. These recommendations are typically provided to share best practices.

- No advisory recommendations at this time

# Playground Safety Guide

Playgrounds are an asset to any community and present an opportunity for children to have fun, exercise, while supporting physical, social, and intellectual development. Playgrounds can also present significant injury hazards if safety guidelines and best practices are not followed. The U.S. Center for Disease Control and Prevention (CDC) data shows that over 200,000 children head to emergency rooms annually due to playground related injuries. This reference note highlights the areas to consider when providing safe playgrounds for communities and includes a checklist developed by the Consumer Product Safety Commission (CPSC) that can be used as an assessment tool.

## AGE SUITABILITY

The needs and abilities of children will vary along with their ages and stages of development. Therefore, it is important for playground equipment to be in line with the size, ability, and developmental needs of the children who will be playing there. These traits vary greatly from the ages of 2 to 12. The equipment manufacturer will designate equipment age groups based on a number of factors including fall height, guardrail height, and overall complexity of the structure. The two most common age groups are 2-5 and 5-12.

## FALL SURFACING

Falls are one of the most common playground hazards. The installation and maintenance of the proper protective surfacing under and around equipment is critical in protecting children from severe injuries, especially head injuries. The proper surfacing should provide sufficient shock absorption based on the fall height of the play structure. Surfacing should extend 6 feet in all direction from play structures. For swing sets, the surfacing should extend twice the height of the top bar. Appropriate surfacing includes any material tested to ASTM F1292 Standards. Check regularly that levels meet minimum surfacing depth

guidelines. Please see the reference table below from the Public Playground Safety Handbook.

INCHES OF	MATERIAL TYPE	PROTECTS TO FALL HEIGHT
9"	Shredded Rubber	10'
9"	Sand	4'
9"	Pea Gravel	5'
9"	Wood Mulch	7'
9"	Wood Chips	10'

Inappropriate surfacing materials are asphalt, carpet, concrete, dirt, and grass. Keep in mind that loose-fill materials will compress at least 25 percent over time due to use and weathering, so frequent maintenance and inspection is important.

## SUPERVISION

Playgrounds can present special challenges as children may use the equipment in unintended and unanticipated ways, making adult supervision imperative. Play areas should be designed so that caregivers and parents can easily oversee their children.

## INSPECTION AND MAINTENANCE

Regularly inspecting playground equipment is an important way to support a safe play environment. Documented inspection should be carried out at least monthly, using a checklist like the one included below. During higher use periods, such as the summer, it is recommended that inspections be conducted more frequently. Daily visual inspections are also a great best practice. Identified deficiencies should be repaired promptly according to manufacturer guidelines. Areas in need of repair should be marked with caution tape, temporary fencing, or cones to ensure that children are not exposed to the area until the repair can be completed.

# Playground Safety Checklist

## SURFACING

- Adequate protective surfacing under and around the equipment.
- Surfacing materials have not deteriorated.
- Loose-fill surfacing have no foreign objects or debris.
- Loose-fill surfacing materials are not compacted.
- Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.

## DRAINAGE

- The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.

## GENERAL HAZARDS

- There are no sharp points, corners, or edges on the equipment.
- There are no missing or damaged protective caps or plugs.
- There are no hazardous protrusions.
- There are no potential clothing entanglement hazards such as open S-hooks or protruding bolts.
- There are no crush and shearing points on exposed moving parts.
- There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in the play zone.

## SIGNAGE

- Signage should be in good condition and clearly visible as users enter the play area.

- Signage should indicate the appropriate age group(s) for equipment, reminder of adult supervision, and warning of potential hot surfaces.

## SECURITY OF HARDWARE

- There are no loose fastening devices or worn connections.
- Moving parts, such as swing hangers, merry-go-round bearings, track rides, are not worn.

## DURABILITY OF EQUIPMENT

- There are no rust, rot, cracks, or splinters on any equipment. Pay close attention to where the equipment comes in contact with the ground.
- There are no broken or missing components on the equipment. This includes handrails, guardrails, steps, rungs, etc.
- There are no damaged fences, benches, or signs on the playground.
- All equipment is securely anchored.

## GENERAL UPKEEP OF PLAYGROUNDS

- There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
- The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.
- There are no missing trash receptacles.

## INSPECTION BY:

## DATE OF INSPECTION:



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

# Heritage Harbour South Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## **About FIA**

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

### **What Are Members Responsible For?**

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

**Heritage Harbour South Community Development District**  
**c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd., Suite 101**  
**Wesley Chapel, FL 33544**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123619**

**PROPERTY COVERAGE**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$1,175,875
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	\$2,374,800

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM \$26,455**

**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

**CRIME COVERAGE**

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

**Deadly Weapon Protection Coverage**

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

**AUTOMOBILE COVERAGE**

<b>Coverages</b>	<b>Covered Autos</b>	<b>Limit</b>	<b>Premium</b>
<b>Covered Autos Liability</b>	<b>8,9</b>	<b>\$1,000,000</b>	<b>Included</b>
<b>Personal Injury Protection</b>	<b>N/A</b>		<b>Not Included</b>
<b>Auto Medical Payments</b>	<b>N/A</b>		<b>Not Included</b>
<b>Uninsured Motorists including Underinsured Motorists</b>	<b>N/A</b>		<b>Not Included</b>
<b>Physical Damage Comprehensive Coverage</b>	<b>N/A</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.</b>  See item Four for Hired or Borrowed Autos.	<b>Not Included</b>
<b>Physical Damage Specified Causes of Loss Coverage</b>	<b>N/A</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism</b>  See item Four for Hired or Borrowed Autos.	<b>Not Included</b>
<b>Physical Damage Collision Coverage</b>	<b>N/A</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto</b>  See item Four for Hired or Borrowed Autos.	<b>Not Included</b>
<b>Physical Damage Towing And Labor</b>	<b>N/A</b>	<b>\$0 For Each Disablement Of A Private Passenger Auto</b>	<b>Not Included</b>

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
 Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
 Network Security Liability  
 Privacy Liability  
 First Party Extortion Threat  
 First Party Crisis Management  
 First Party Business Interruption  
 Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

**Heritage Harbour South Community Development District**  
**c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd., Suite 101**  
**Wesley Chapel, FL 33544**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123619**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$26,455
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$4,912
Public Officials and Employment Practices Liability	\$3,458
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$34,825</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Heritage Harbour South Community Development District

\_\_\_\_\_  
 (Name of Local Governmental Entity)  
 DocuSigned by:  
 By: Philip Frankel  
 E8010FD7FB9B4CD... Signature

Philip Frankel  
 \_\_\_\_\_  
 Print Name

DocuSigned by:  
 Witness By: Jennifer Goldyn  
 4A8B4D19863C4A7 Signature

Jennifer Goldyn  
 \_\_\_\_\_  
 Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: \_\_\_\_\_  
 Administrator



PROPERTY VALUATION AUTHORIZATION

Heritage Harbour South Community Development District
c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV \$1,175,875 As per schedule attached
Inland Marine \$2,374,800 As per schedule attached
Auto Physical Damage Not Included

Signature: Jennifer Goldyn Date: 10/25/23

Name: Jennifer Goldyn

Title: Assistant Secretary



Property Schedule

**Heritage Harbour South Community Development District**

Policy No.: 100123619  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date Term Date	Building Value Contents Value		Total Insured Value	
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
1	Light House w/ Fencing & Bollards		2005	10/01/2023	\$291,500		\$291,500	
	8000 Stone Harbor Loop Bradenton FL 34212		Masonry non combustible	10/01/2024				
	Gable			Asphalt shingles				
2	Gazebo		2005	10/01/2023	\$8,045		\$8,045	
	8000 Stone Harbor Loop Bradenton FL 34212		Frame	10/01/2024				
	Gable			Asphalt shingles				
3	Gazebo		2005	10/01/2023	\$8,045		\$8,045	
	8000 Stone Harbor Loop Bradenton FL 34212		Frame	10/01/2024				
	Gable			Asphalt shingles				
4	Lighting (Various Types)		2005	10/01/2023	\$38,500		\$38,500	
	8000 Stone Harbor Loop Bradenton FL 34212		Electrical equipment	10/01/2024				
5	Playground		2005	10/01/2023	\$71,500		\$71,500	
	8000 Stone Harbor Loop Bradenton FL 34212		Non combustible	10/01/2024				
6	Concession Stand		2005	10/01/2023	\$217,030		\$217,030	
	8000 Stone Harbor Loop Bradenton FL 34212		Masonry non combustible	10/01/2024				
	Simple hip			Asphalt shingles				
7	Pavilion		2005	10/01/2023	\$100,100		\$100,100	
	8000 Stone Harbor Loop Bradenton FL 34212		Masonry non combustible	10/01/2024				
	Simple hip			Asphalt shingles				

Sign: Jennifer Goldyn

Print Name: Jennifer Goldyn

Date: 10/25/23



Property Schedule

**Heritage Harbour South Community Development District**

Policy No.: 100123619  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
8	Soccer Restroom		2005	10/01/2023	\$112,530		\$112,530
	8000 Stone Harbor Loop Bradenton FL 34212		Masonry non combustible	10/01/2024			
	Simple hip			Asphalt shingles			
9	Dock		2005	10/01/2023	\$55,000		\$55,000
	8000 Stone Harbor Loop Bradenton FL 34212		Frame	10/01/2024			
10	Guard House		2005	10/01/2023	\$110,000		\$110,000
	8000 Stone Harbor Loop Bradenton FL 34212		Joisted masonry	10/01/2024			
	Simple hip			Clay / concrete tiles			
11	Back Gate		2005	10/01/2023	\$31,625		\$31,625
	8000 Stone Harbor Loop Bradenton FL 34212		Joisted masonry	10/01/2024			
12	Ballfield Fencing		2005	10/01/2023	\$55,000		\$55,000
	River Heritage Blvd Bradenton FL 34212		Non combustible	10/01/2024			
13	Dugout Pavilions		2005	10/01/2023	\$49,500		\$49,500
	River Heritage Blvd Bradenton FL 34212		Frame	10/01/2024			
14	Bleachers		2005	10/01/2023	\$27,500		\$27,500
	River Heritage Blvd Bradenton FL 34212		Non combustible	10/01/2024			
<b>Total:</b>			Building Value	Contents Value	Insured Value		
			\$1,175,875	\$0	\$1,175,875		

Sign: Jennifer Goldyn

Print Name: Jennifer Goldyn

Date: 10/25/23



Inland Marine Schedule

**Heritage Harbour South Community Development District**

**Policy No.:** 100123619  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Misc Signs (310 Signs)(Max value \$1K)		Other inland marine	10/01/2023 10/01/2024	\$296,300	\$1,000
2	688 Storm Water Inlets, Control Structures, Headwalls & junction boxes (max value each \$3,500)		Other inland marine	10/01/2023 10/01/2024	\$2,078,500	\$1,000
				<b>Total</b>	<b>\$2,374,800</b>	

Sign: Jennifer Goldyn

Print Name: Jennifer Goldyn

Date: 10/25/23



# OFF-DUTY EMPLOYMENT AGREEMENT

Please submit all information below. Once your submission is received, it will be evaluated by the Off-duty Coordinator. When the employment agreement is approved, you will receive a copy of the executed agreement for your records. Questions or concerns may be submitted to the Off-duty Coordinator via email or phone at (941) 747-3011 ext. 2283 or offduty@manateesherriff.com.

## Employer Details

Name of Employer

Employer Type:

Street Address

City, State, Zip Code

Is this address the employment location?

Yes

No

## Contact Information

Primary

Secondary

Emergency

Name:

Title:

Phone Number:

Email Address:

## ▼ HOURS AND RATES

### IMPORTANT:

- Requests made within 48 hours of detail start are subject to a surcharge of \$10.00/hr per deputy.
- Details scheduled on holidays are subject to a surcharge of \$10.00/hr per deputy.
- All details are charged an equipment fee of \$5.00/hr per deputy.
- Employers will be charged a minimum of 3 hours per deputy, even if the detail requested is shorter.

The following are designated holidays:

Memorial Day	12:00am-12:00am (0001-2359)	Independence Day	12:00am-12:00am (0001-2359)
Halloween	04:00pm-12:00am (1600-2359)	Thanksgiving Day	12:00am-12:00am (0001-2359)
Christmas Day	12:00am-12:00am (0001-2359)	New Year's Eve	04:00pm-12:00am (1600-2359)
New Year's Day	12:00am-4:00am (0000-0400)	Christmas Eve	12:00am-12:00am (0001-2359)

**i** NOTE: Due to staffing shortages many jobs are left unfilled. No rate changes will be processed after this contract is signed. Detail coverage is not guaranteed under any circumstances.

### Your Total Rates:

Dep. Rate/hr:

Dep. Holiday Rate/hr:

**\*\*NOTICE: RATES WILL BE CHANGING JANUARY 1, 2023\*\***

**EMPLOYER AGREES AND ACCEPTS:**

## ▼ TERMS AND CONDITIONS

### EMPLOYER HEREBY UNDERSTANDS AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

**(1) Enforcement and Employer Control.** (a) The type, frequency, and duration of any patrol and/or enforcement activities conducted by deputies shall be mutually determined by MCSO and EMPLOYER. Any patrol and/or enforcement activities will be performed at the direction and discretion of MCSO Supervisors and/or Patrol District Commanders with consideration given to MCSO resources that are available. (b) Employed deputies will enforce all laws in accordance with Florida State Statutes and applicable Manatee County Sheriff's Office general orders and procedures governing such enforcement activities. Decisions regarding the issuance of Uniform Traffic Citations or Notices to Appear and/or effectuating physical arrests will be made at the discretion of employed deputies. (c) EMPLOYER is responsible for clearly describing duties employed deputies are to perform while working, to inform deputies who should be contacted in the event of an emergency, and any special requests associated with the shift/detail(s). (d) If employed deputies are to report to a specific individual at the beginning of a shift/detail, EMPLOYER is responsible for identifying that person.

**(2) Vehicle Use.** EMPLOYER agrees that use of an MCSO vehicle is needed and is a requirement of this Off-duty employment. If EMPLOYER determines an MCSO vehicle is not needed and should not be a requirement of this employment, EMPLOYER agrees to contact the Off-duty Coordinator and so inform the Off-duty Coordinator. EMPLOYER understands that, if EMPLOYER determines an MCSO vehicle is not needed and not a requirement of employment, any off-duty deputies will be required to utilize personal transportation for the Off-duty detail and that such requirement imposed may reduce the likelihood of EMPLOYER's Off-duty detail request being fulfilled.

**(3) Reporting Issues or Concerns.** (a) Any concerns regarding a deputy's work performance or behavior must be relayed to the Off-duty Coordinator. (b) If EMPLOYER would like to request a certain deputy not be assigned to EMPLOYER's shift/detail, EMPLOYER must detail the request and reasons for the request in writing supplied to the Off-duty Coordinator by either hand-delivery, mail, or email to [offduty@manateesherriff.com](mailto:offduty@manateesherriff.com). (c) Problems or concerns regarding a shift/detail which occur after hours and are urgent in nature may be reported to the on-call off-duty coordinator at (941) 737-0671; all non-urgent matters must be reported during business hours to (941) 747-3011 ext. 2283 or [offduty@manateesherriff.com](mailto:offduty@manateesherriff.com).

**(4) Staffing.** (a) Due to the voluntary nature of Off-duty employment, deputy coverage is never guaranteed. (b) Details over 6 hours are subject to being split into separate shifts. (c) Based on the type of event, MCSO has established minimum staffing requirements and the EMPLOYER agrees to abide by those minimums if the number of requested deputies differs. All traffic escorts and functions where alcohol is being served will require a minimum of 2 deputies. (d) MCSO may mandate more staffing than requested or require the hiring of a supervisor based on an individualized assessment of the event by MCSO management to provide for deputy and patron safety more effectively. (e) MCSO may cancel off-duty work assignments without notice, should it be necessary to recall employees for official duty when necessary for community safety.

**(5) Payment.** (a) Payment, in full or in part, may be required prior to assignment/detail. EMPLOYER must make payment electronically. Checks, money orders, and/or cash is not accepted. (b) EMPLOYER is responsible for paying deputies to complete work required by MCSO as a result of their employment by you (including but not limited to report writing, administrative tasks, etc.).

**(6) Cancellation.** (a) Scheduled employment cannot be cancelled within 24 hours of scheduled shift/detail start date/time. If the EMPLOYER cancels the detail within 24 hours of the shift/detail start date/time, EMPLOYER is responsible for paying the 3-hour minimum for each deputy scheduled. (b) All cancellations must be confirmed by the Off-duty Coordinator. If the employer does not obtain cancellation confirmation from the Off-duty coordinator, EMPLOYER is responsible for paying the 3-hour minimum for each deputy scheduled for that shift/detail.

**(7) Term and Termination.** This agreement shall be valid and enforceable as of the date last signed below for a period

of one year. After one year, this agreement shall automatically renew in successive one-year increments until terminated as set forth herein. MCSO and EMPLOYER shall have the right to terminate the contract in writing at any time; however, if a shift/detail is scheduled to start within 24 hours of cancellation, EMPLOYER remains responsible for paying the 3-hour minimum for each deputy scheduled.

**(8) Acts and Omissions During Course of Employment.** EMPLOYER acknowledges that, pursuant to Section 30.2905, Fla. Stat., EMPLOYER is responsible for acts or omissions of employed off-duty deputy sheriff(s) while performing services for EMPLOYER. EMPLOYER agrees to indemnify MCSO against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account or arising from any acts or omissions by off-duty deputy sheriff(s) employed under this agreement.

**(9) Agencies or Subdivisions of the State.** Notwithstanding anything to the contrary, this agreement shall not require EMPLOYER, if EMPLOYER is any agency or subdivision of the state, to indemnify or insure MCSO for MCSO's own negligence, or to assume any liability for MCSO's negligence, including negligence of employed off-duty deputy sheriff(s) while such employed off-duty deputy sheriff(s) are conducting or performing law enforcement functions pursuant to law enforcement authority conferred by the Sheriff. Nothing herein shall be construed as a waiver of sovereign immunity protections afforded to EMPLOYER beyond such provided by law.

**(10) Independent Contractor Status.** Notwithstanding anything to the contrary in this agreement, including use of the term "EMPLOYER," both parties agree that the relationship between MCSO and the signatory is that of an independent contractor as opposed to employer/employee. Except for the requirements of Section 30.2905, Fla. Stat., any and all of the legal ramifications an employer/employee relationship may contain are not applicable.

**(11) Authority to Sign.** By signing, the signatory indicates that he or she has the requisite legal authority to bind EMPLOYER in matters of contract.

**EMPLOYER AGREES AND ACCEPTS:**

Yes

**▼ EMPLOYMENT DETAILS, BILLING, AND WORK SCHEDULE**

Please complete the below tabs--employment details, billing preferences, and work schedule. **You cannot continue until all required fields (yellow) on all tabs are completed.** If you have questions, please call or email the Off-duty Coordinator at (941) 747-3011 ext. 2283 or offduty@manateesherriff.com.

<b>Event Details</b>	<b>Billing Preferences</b>	<b>Shift/Detail Schedule</b>
Employment Location Name of Location: <input type="text"/>	Will alcohol be sold or served at the event? <input type="radio"/> Yes <input type="radio"/> No	Will the event have other on-site security? <input type="radio"/> Yes <input type="radio"/> No
Contact Person at Location: <input type="radio"/> Primary Contact <input type="radio"/> Secondary Contact <input type="radio"/> None	Does the event require any county permit(s)? <input type="radio"/> Yes <input type="radio"/> No	If yes, enter county permit number(s) below: <input type="text"/>
Street Address: <input type="text"/>	Do you request a marked unit (light bar, exterior markings, etc.)? <input type="radio"/> No Preference <input type="radio"/> Yes <input type="radio"/> No	
City, State, Zip Code <input type="text"/>	Anticipated Crowd Size: <input type="radio"/> 1-49 <input type="radio"/> 50-149 <input type="radio"/> 150-299	

Is this location a gated community?

- Yes
- No

Are there special access codes/directions for entry?

- Yes
- No

Please describe the nature of your event (i.e., carnival, concert, traffic control, wedding, etc.).

Is this a recurring request that will continue for more than two concurrent months?

- Yes
- No

Please detail what tasks you expect deputies to perform and/or purpose of deputy presence.

- 1-15
- 300-599
- 600-999
- 1000-1499
- 1500-2499
- Over 2500

**⚠ EMPLOYER understands that, once approved and signed by the Manatee County Sheriff's Office Off-duty Coordinator, that this will be a binding contract, and that EMPLOYER will abide by all terms and conditions herein.**

**EMPLOYER authorized signature:**



Name:

Title:

Date: