



Rizzetta & Company

# **Heritage Harbour South Community Development District**

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**Board of Supervisors' Meeting  
February 7, 2023**

**Heritage Harbour Golf Club  
8000 Stone Harbour Loop  
Bradenton, FL 34212**

**[www.heritageharboursouthcdd.org](http://www.heritageharboursouthcdd.org)**

## **HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AGENDA**

To be held at the Heritage Harbour Golf Club, 8000 Stone Harbour Loop, Bradenton, FL 34212

<b>District Board of Supervisors</b>	Philip Frankel Robin Spencer Mike Neville Thomas Bakalar Eric Hallberg	Chairperson Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Christina Newsome	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andrew Cohen	Persson, Cohen & Mooney, P.A.
<b>District Engineer</b>	Rick Schappacher	Schappacher Engineering

**All cellular phones and pagers must be turned off while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.heritageharboursouthcdd.org](http://www.heritageharboursouthcdd.org)

February 1, 2023

Board of Supervisors  
Heritage Harbour South  
Community Development District

## REVISED AGENDA

Dear Board Members,

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors will be held on **Tuesday, February 7, 2023, at 4:00 p.m.** at the **Heritage Harbour Golf Club located at 8000 Stone Harbour Loop, Bradenton, Florida 34212.** The following is the revised agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS**
3. **OLD BUSINESS**
  - A. Discussion of Stone Harbour Loop Sound Barrier..... Tab 1
4. **NEW BUSINESS**
  - A. Consideration of Fiscal Year 2021-2022 Audit Engagement Letter.....Tab 2
  - B. Consideration of Tri-Party Agreement.....Tab 3
5. **BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on November 28, 2022.....Tab 4
  - B. Consideration of Operations and Maintenance Expenditures for October, November, and December .....Tab 5
  - C. HOA Updates
    1. Heritage Harbour Master HOA
    2. Stoneybrook HOA
    3. Lighthouse Cove HOA
    4. Golf Course Update
6. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    1. Consideration of Radar Signs
  - C. District Manager
    1. District Manager's Report ..... Tab 6
7. **SUPERVISOR REQUESTS & COMMENTS**
8. **ADJOURNMENT**

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

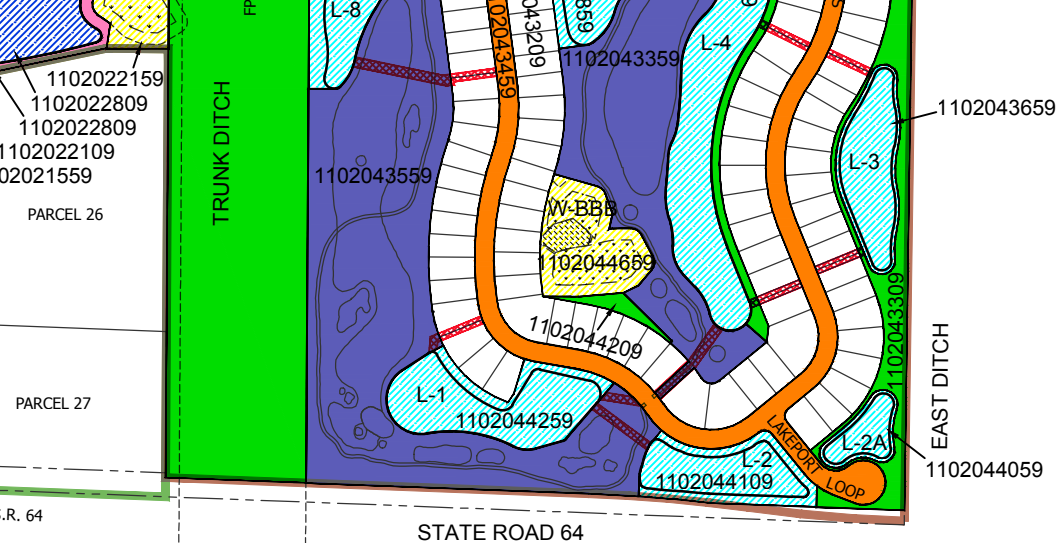
Sincerely,

*Christina Newsome*

Christina Newsome  
District Manager



## **Tab 1**



## LAKE/WETLAND OWNERSHIP LEGEND



TRACTS OWNED AND MAINTAINED BY LENNAR HOMES LLC



TRACTS (GOLF COURSE) OWNED AND MAINTAINED BY STONEYBROOK INVESTORS LLC



TRACTS (ROADS) OWNED AND MAINTAINED BY HERITAGE HARBOUR SOUTH CDD



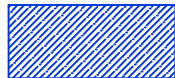
TRACTS (LAKE & DRAINAGE EASEMENTS) OWNED AND MAINTAINED BY HERITAGE HARBOUR SOUTH CDD



TRACTS (CONSERVATION EASEMENTS) OWNED AND MAINTAINED BY HERITAGE HARBOUR SOUTH CDD



TRACTS OWNED AND MAINTAINED BY HARBOURVEST LLC



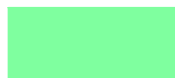
TRACTS (LAKES) OWNED AND MAINTAINED BY AQUATERRA UTILITIES INC



TRACTS OWNED AND MAINTAINED BY HERITAGE HARBOUR MASTER HOA



TRACTS OWNED AND MAINTAINED BY LIGHTHOUSE COVE AT HERITAGE HARBOUR



TRACT (CENTRAL PARK) OWNED BY HERITAGE HARBOUR SOUTH CDD



DRAINAGE EASEMENTS DEDICATED TO HERITAGE HARBOUR SOUTH CDD



CDD BOUNDARY (HERITAGE HARBOUR SOUTH)



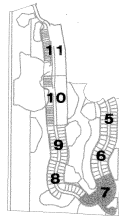
CDD BOUNDARY (HERITAGE HARBOUR NORTH)



CDD BOUNDARY (HERITAGE MARKET PLACE)

# LINE TABLE

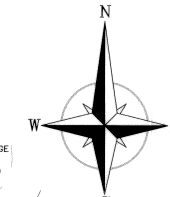
NUMBER	BEARING	DISTANCE
L28	S.50°57'07"W.	106.85'
L99	N.21°21'21"E.	33.00'
L201	S.07°11'16"W.	40.80'
L1224	N.48°22'53"W.	58.58'
L1327	N.67°54'11"E.	14.00'
L1328	S.67°54'11"W.	8.22'
L1493	N.89°09'49"W.	35.52'
L1494	N.42°16'37"W.	2.97'
L1495	N.50°57'07"E.	66.79'
L1496	S.89°09'49"E.	34.60'
L1497	S.02°11'16"W.	50.71'
L1498	N.89°09'49"W.	43.55'



**SHEET INDEX MAP**  
NOT TO SCALE

## SYMBOL LEGEND

- (PRM) UNLESS OTHERWISE NOTED, DENOTES A SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "BANKS ENG INC SARASOTA PRM LB 6690 SURVEY MARKER"
- (PCP) UNLESS OTHERWISE NOTED, DENOTES A MAG NAIL WITH 2" BRASS DISK STAMPED "BANKS ENG INC SARASOTA PCP LB 6690 SURVEY MARKER"
- UNLESS OTHERWISE NOTED, DENOTES A POINT OF CURVE OR OTHER CHANGE OF DIRECTION IN RIGHT OF WAY
- (R) RADIAL
- (NR) NOT RADIAL



PLAT BOOK 44 PAGE 80  
SHEET 7 OF 11 SHEETS

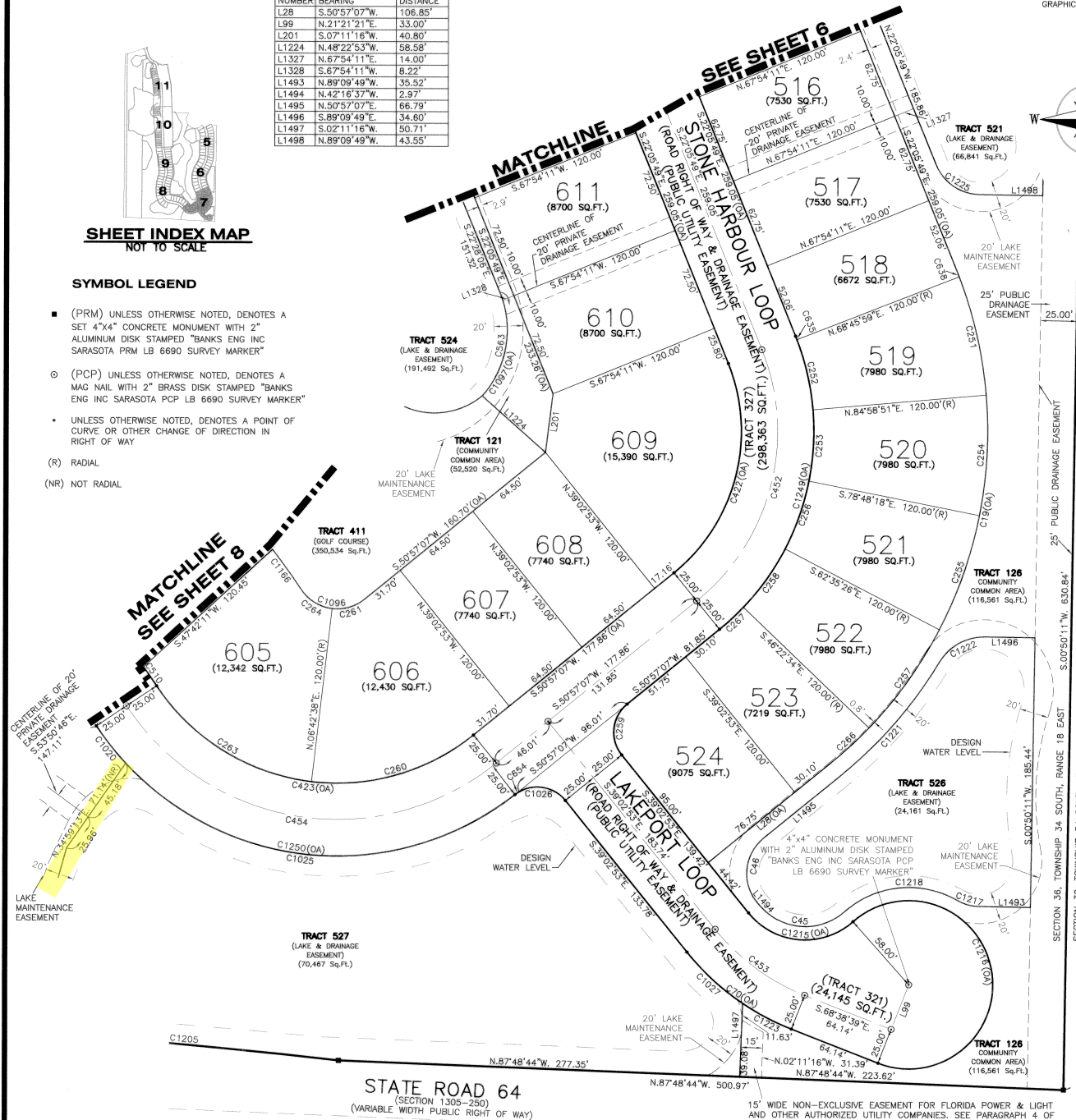
## STONEBROOK AT HERITAGE HARBOUR, SUBPHASE C, UNIT 2

A SUBDIVISION LYING IN SECTIONS 25 AND 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.  
**SUBDIVISION DETAIL SHEET**

## CURVE TABLE

NUMBER	RADIUS	DELTA	ARC	CHORD	BEARING
C19	295.00	73°02'56"	376.11	351.15	N.14°25'39"E.
C45	41.00	89°16'53"	63.89	57.62	N.86°55'03"W.
C46	31.00	93°13'44"	50.44	45.06	N.04°20'15"E.
C70	175.00	29°35'46"	90.40	89.39	S.53°50'46"E.
C251	295.00	16°12'52"	83.48	83.21	S.13°07'35"E.
C252	175.00	16°12'52"	49.52	49.36	S.13°07'35"E.
C253	175.00	16°12'52"	49.52	49.36	S.03°05'16"W.
C254	295.00	16°12'52"	83.48	83.21	S.03°05'16"W.
C255	295.00	16°12'52"	83.48	83.21	N.19°18'08"E.
C256	175.00	16°12'52"	49.52	49.36	N.19°18'08"E.
C257	295.00	16°12'52"	83.48	83.21	N.35°31'00"E.
C258	175.00	16°12'52"	49.52	49.36	S.35°31'00"W.
C259	25.00	90°00'00"	39.27	35.36	N.05°57'07"E.
C260	150.00	45°45'31"	119.80	116.64	N.73°49'53"E.
C261	30.00	45°45'31"	23.96	23.33	S.73°49'53"W.
C263	150.00	49°36'36"	129.88	125.86	N.58°29'04"W.
C264	30.00	49°36'36"	25.98	25.17	S.58°29'04"E.
C266	295.00	07°19'41"	37.73	37.70	S.47°17'17"W.
C267	175.00	07°19'41"	22.38	22.37	S.47°17'17"W.
C422	125.00	73°02'56"	159.37	148.79	S.14°25'39"E.
C423	150.00	95°22'07"	249.67	221.83	N.81°21'49"W.
C452	150.00	73°02'56"	191.24	178.55	S.14°25'39"E.
C453	150.00	29°35'46"	77.48	76.62	N.53°50'46"W.
C454	175.00	95°22'07"	291.29	258.81	S.81°21'49"E.
C510	325.00	02°48'05"	15.89	15.89	N.35°04'48"W.
C563	68.00	64°05'13"	76.06	72.16	N.09°34'31"E.
C635	175.00	00°51'48"	2.64	2.64	N.21°39'55"W.
C638	295.00	00°51'48"	4.44	4.44	N.21°39'55"W.
C654	200.00	01°00'57"	3.55	3.55	S.21°27'36"W.
C1020	200.00	09°24'41"	32.85	32.81	N.38°23'06"W.
C1025	200.00	84°56'29"	296.50	270.09	S.85°33'41"E.
C1026	25.00	88°59'03"	38.83	35.04	S.83°32'24"E.
C1027	175.00	17°09'09"	52.29	52.09	S.47°36'28"E.
C1096	30.00	95°22'07"	49.93	44.37	S.81°21'49"E.
C1097	68.00	116°31'19"	138.29	115.66	N.80°07'13"W.
C1166	445.00	04°22'23"	33.96	33.96	S.35°51'57"E.
C1205	4325.00	02°51'10"	215.35	215.33	S.84°58'07"E.
C1215	50.00	92°37'26"	80.83	72.31	S.85°21'36"E.
C1216	58.00	243°01'40"	246.01	98.89	S.10°09'29"E.
C1217	31.00	28°58'37"	15.68	15.51	N.74°40'31"W.
C1218	67.00	71°22'18"	83.46	78.17	S.84°07'39"E.
C1221	306.00	19°51'16"	106.04	105.51	N.41°01'29"E.
C1222	36.00	59°44'20"	37.53	35.86	N.60°58'01"E.
C1223	175.00	12°28'37"	38.11	38.03	S.62°24'21"E.
C1225	33.00	67°04'00"	38.63	36.46	N.55°37'49"W.
C1249	175.00	73°02'56"	223.12	208.31	S.14°25'39"E.
C1250	200.00	94°21'10"	329.35	293.38	S.80°51'21"E.

**Banks Engineering, Inc.**  
Professional Engineers, Planners & Land Surveyors  
State of Florida Licensed Business #LB 6690  
1144 TALLEVAULT ROAD, SUITE 115  
SARASOTA FLORIDA 34243  
PHONE: (941)360-1618  
FAX: (941)360-6918



**STATE ROAD 64**  
(SECTION 1305-250)  
(VARIABLE WIDTH PUBLIC RIGHT OF WAY)

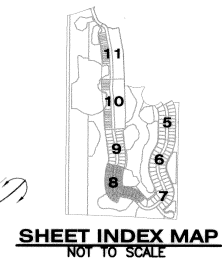
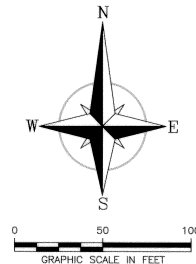
15' WIDE NON-EXCLUSIVE EASEMENT FOR FLORIDA POWER & LIGHT AND OTHER AUTHORIZED UTILITY COMPANIES. SEE PARAGRAPH 4 OF EASEMENT DESCRIPTIONS ON SHEET 1 OF 11.

# STONEBROOK AT HERITAGE HARBOUR, SUBPHASE C, UNIT 2

A SUBDIVISION LYING IN SECTIONS 25  
AND 36, TOWNSHIP 34 SOUTH, RANGE  
18 EAST, MANATEE COUNTY, FLORIDA.  
**SUBDIVISION DETAIL SHEET**

## CURVE TABLE

NUMBER	RADIUS	DELTA	ARC	CHORD	BEARING
C314	655.00	03°42'06"	42.32	42.31	N.17°04'57"E
C318	425.00	01°16'03"	9.40	9.40	N.18°17'59"E
C424	325.00	46°03'50"	261.29	254.31	N.56°42'41"W
C426	775.00	27°27'50"	371.48	367.94	N.05°12'05"E
C429	325.00	07°13'03"	40.94	40.91	S.12°40'23"E
C460	350.00	07°21'10"	44.92	44.88	N.12°36'20"W
C455	300.00	46°03'50"	241.19	234.75	N.56°42'41"W
C478	325.00	03°50'52"	21.83	21.82	N.38°24'18"W
C510	325.00	02°48'05"	15.89	15.89	N.35°04'48"W
C564	68.00	84°45'50"	100.60	91.67	N.84°00'03"E
C632	445.00	38°53'02"	302.00	296.24	S.60°18'05"E
C641	295.00	62°28'13"	321.64	305.94	S.39°45'56"E
C643	295.00	02°40'32"	13.78	13.77	N.23°14'26"W
C644	295.00	15°40'28"	80.70	80.45	S.32°24'56"E
C1017	945.00	27°27'50"	452.97	448.65	S.05°12'05"W
C1019	275.00	24°06'23"	115.70	114.85	S.45°43'57"E
C1093	445.00	08°44'05"	67.84	67.77	S.45°13'36"E
C1097	68.00	116°31'19"	138.29	115.66	N.80°07'13"W
C1118	445.00	30°08'58"	234.16	231.47	N.64°40'07"W
C1119	655.00	27°46'39"	317.55	314.45	N.05°02'41"E
C1139	325.00	02°31'27"	14.32	14.32	S.37°44'34"E
C1167	68.00	31°45'29"	37.69	37.21	S.37°44'18"E
C1168	275.00	13°08'20"	63.06	62.92	S.51°12'59"E
C1169	275.00	10°58'03"	52.64	52.56	N.39°09'47"W
C1251	275.00	46°03'50"	221.09	215.18	S.56°42'41"E
C3158	825.00	27°27'50"	399.45	391.68	N.05°12'05"E
C1276	175.00	71°12'46"	217.51	203.77	S.44°08'13"E
C1277	545.00	01°16'03"	12.06	12.06	N.18°17'59"E
C3106	295.00	13°22'20"	68.85	68.89	S.15°13'00"E
C3107	295.00	16°02'52"	82.63	82.63	S.16°33'16"E
C3139	275.00	21°57'27"	105.39	104.74	S.68°45'52"E
C3140	295.00	46°25'20"	239.02	232.53	S.47°47'22"E
C3154	150.00	71°12'46"	186.43	174.66	S.44°08'13"E
C3155	800.00	27°27'50"	383.47	379.81	N.05°12'05"E
C3158	825.00	27°27'50"	395.45	391.68	N.05°12'05"E



**SHEET INDEX MAP**  
NOT TO SCALE

## SYMBOL LEGEND

- (PRM) UNLESS OTHERWISE NOTED, DENOTES A SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "BANKS ENG INC SARASOTA PRM LB 6690 SURVEY MARKER"
- (PCP) UNLESS OTHERWISE NOTED, DENOTES A MAG NAIL WITH 2" BRASS DISK STAMPED "BANKS ENG INC SARASOTA PCP LB 6690 SURVEY MARKER"
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- (NR) NOT RADIAL

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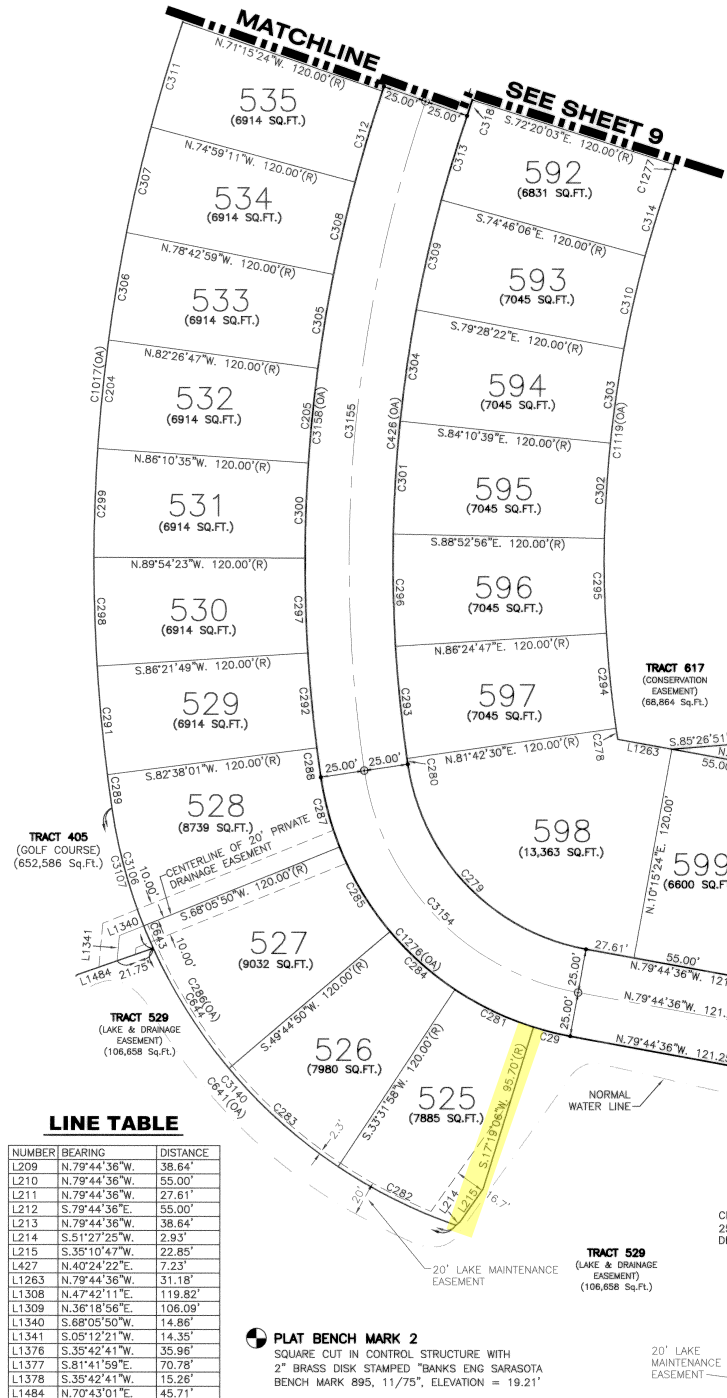
## CURVE TABLE

NUMBER	RADIUS	DELTA	ARC	CHORD	BEARING
C29	175.00	07°03'42"	21.57	21.56	N.76°12'45"W
C51	445.00	30°08'58"	234.16	231.47	N.64°40'07"W
C204	945.00	03°43'48"	61.52	61.51	N.05°41'19"E
C205	825.00	03°43'48"	53.71	53.70	N.05°41'19"E
C268	325.00	09°15'56"	52.56	52.50	N.44°57'40"W
C270	325.00	09°08'38"	51.87	51.81	N.54°08'57"W
C271	445.00	09°08'38"	71.02	70.94	S.54°09'57"E
C272	325.00	09°08'38"	51.87	51.81	S.63°18'35"E
C273	445.00	09°08'38"	71.02	70.94	N.63°18'35"W
C274	325.00	09°08'38"	51.87	51.81	S.72°27'13"E
C275	445.00	09°08'38"	71.02	70.94	S.72°27'13"E
C276	325.00	02°43'04"	15.42	15.42	N.78°23'04"W
C277	445.00	02°43'04"	21.11	21.11	S.78°23'04"E
C278	655.00	00°33'08"	6.31	6.31	S.08°34'04"E
C279	125.00	71°12'46"	155.36	145.55	S.44°08'13"E
C280	775.00	00°14'20"	3.23	3.23	S.08°24'40"E
C281	175.00	16°12'52"	49.52	49.36	S.64°34'28"E
C282	295.00	14°32'01"	74.83	74.63	S.63°44'02"E
C283	295.00	16°12'52"	83.48	83.21	N.48°21'36"W
C284	175.00	16°12'52"	49.52	49.36	N.48°21'36"W
C285	175.00	18°21'00"	56.05	55.81	N.31°04'40"W
C286	295.00	49°05'52"	252.79	245.13	N.46°27'06"W
C287	175.00	13°22'20"	40.84	40.75	S.15°13'00"E
C288	825.00	01°09'51"	16.76	16.76	S.07°56'54"E
C289	945.00	01°09'51"	19.20	19.20	N.07°56'54"W
C291	945.00	03°43'48"	61.52	61.51	N.05°30'05"W
C292	825.00	03°43'48"	53.71	53.70	N.05°30'05"W
C293	775.00	04°42'17"	63.64	63.62	N.05°56'22"W
C294	655.00	04°42'17"	53.78	53.77	N.05°56'22"W
C295	655.00	04°42'17"	53.78	53.77	N.01°14'05"W
C296	775.00	04°42'17"	63.64	63.62	N.01°14'05"W
C297	825.00	03°43'48"	53.71	53.70	S.01°46'17"E
C298	945.00	03°43'48"	61.52	61.51	S.01°46'17"E
C299	945.00	03°43'48"	61.52	61.51	N.01°57'31"E
C300	825.00	03°43'48"	53.71	53.70	N.01°57'31"E
C301	775.00	04°42'17"	63.64	63.62	N.03°28'12"E
C302	655.00	04°42'17"	53.78	53.77	S.03°28'12"W
C303	655.00	04°42'17"	53.78	53.77	N.08°10'29"E
C304	775.00	04°42'17"	63.64	63.62	S.08°10'29"W
C305	825.00	03°43'48"	53.71	53.70	N.09°25'07"E
C306	945.00	03°43'48"	61.52	61.51	S.09°25'07"W
C307	945.00	03°43'48"	61.52	61.51	S.13°08'55"E
C308	825.00	03°43'48"	53.71	53.70	N.13°08'55"E
C309	775.00	04°42'17"	63.64	63.62	N.12°52'46"E
C310	655.00	04°42'17"	53.78	53.77	N.12°52'46"E
C311	945.00	03°43'48"	61.52	61.51	S.16°52'42"W
C312	825.00	03°43'48"	53.71	53.70	N.16°52'42"E
C313	775.00	03°42'06"	50.07	50.06	N.17°04'57"E

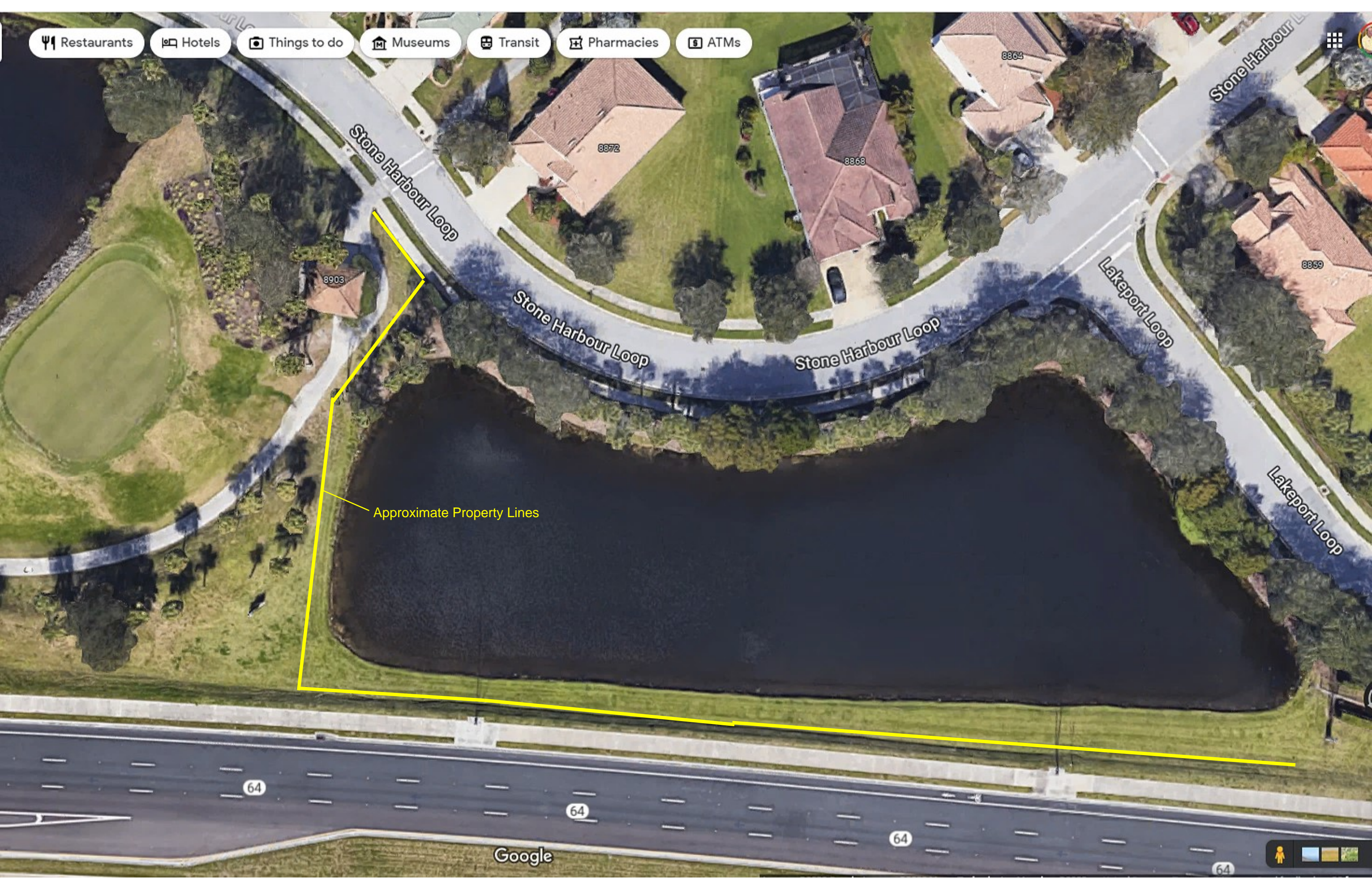
### LINE TABLE

NUMBER	BEARING	DISTANCE
L209	N.79°44'36"W	38.64'
L210	N.79°44'36"W	55.00'
L211	N.79°44'36"W	27.61'
L212	S.79°44'36"E	55.00'
L213	N.79°44'36"W	38.64'
L214	S.51°27'25"W	2.93'
L215	S.35°10'47"W	22.85'
L427	N.40°24'22"E	7.23'
L1263	N.79°44'36"W	31.18'
L1308	N.47°42'11"E	119.82'
L1309	N.36°18'56"E	106.09'
L1340	S.68°05'50"W	14.86'
L1341	S.05°12'21"W	14.35'
L1376	S.35°42'41"W	35.96'
L1377	S.81°41'59"E	70.78'
L1378	S.35°42'41"W	15.26'
L1484	N.70°43'01"E	45.71'

**PLAT BENCH MARK 2**  
SQUARE CUT IN CONTROL STRUCTURE WITH  
2" BRASS DISK STAMPED "BANKS ENG SARASOTA  
BENCH MARK 895, 11/75", ELEVATION = 19.21'







Approximate Property Lines

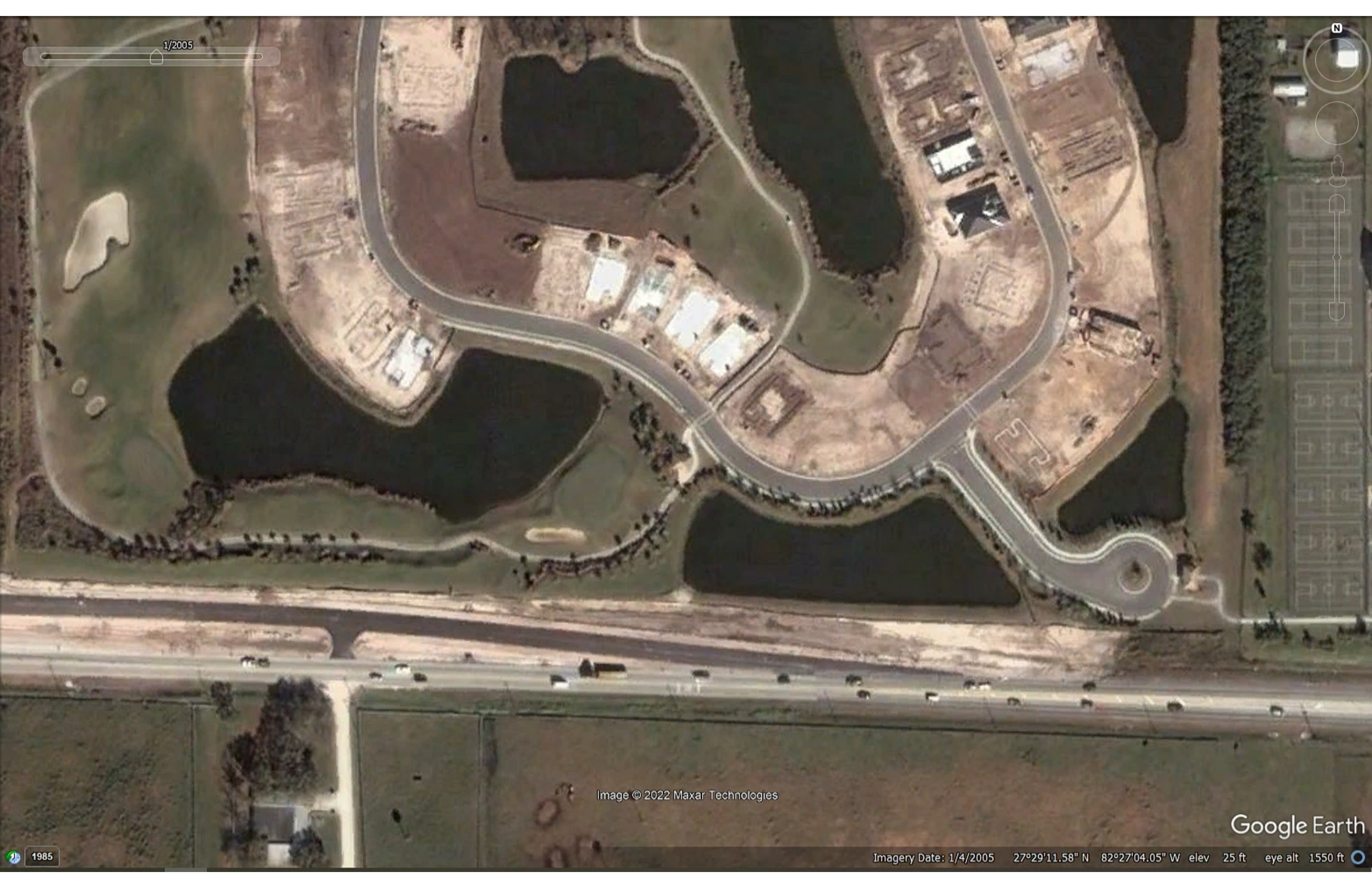












1/2005



Image © 2022 Maxar Technologies

Google Earth

1985

Imagery Date: 1/4/2005 27°29'11.58" N 82°27'04.05" W elev 25 ft eye alt 1550 ft



12/2010



Google Earth

Imagery Date: 12/1/2010 27°29'11.58" N 82°27'04.05" W elev 25 ft eye alt 1550 ft

1985





3/2013



Google Earth

1985

Imagery Date: 3/22/2018 27°29'11.58" N 82°27'04.05" W elev 25 ft eye alt 1550 ft





9/2022

N

Image © 2022 Maxar Technologies

Google Earth

Imagery Date: 9/29/2022 27°29'11.58" N 82°27'04.05" W elev 25 ft eye alt 1550 ft

1985



## Sec. 2-21-31. - Definitions.

All words or phrases used in this article which are not defined below and are of a technical nature shall be defined according to applicable publications of the American National Standards Institute (ANSI) or the American Society for Testing and Materials (ASTM) or their successor bodies, where same have been defined.

*Adjacent:* Shall mean to have property lines, or portions thereof, in common or facing each other across a street, or right-of-way.

*A-weighted sound level (dBA):* The sound pressure level in decibels as measured using A-weighting network on a sound level meter that meets the standards set forth in ANSI Standard S1.4-1983 (or more recent version). The level so read is designated "dBA."

*Agricultural area:* Any area within unincorporated Manatee County that is zoned agricultural pursuant to the county's land development code. For any municipality in which this article applies, any area that is zoned agricultural pursuant to that municipality's land development code.

*Agricultural use:* Any area within unincorporated Manatee County that is designated for agricultural use pursuant to the county's land development code. For any municipality in which this article applies, any area that is designated for agricultural use pursuant to that municipality's land development code.

*Ambient sound:* The surrounding or steady background sound in a particular location as distinct from the specific noise being measured.

*C-weighted sound level (dBC):* The sound pressure level in decibels measured using the C-weighting network on a sound level meter that meets the standards set forth in ANSI Standard S1.4-1983 (or more recent version). The level so read is designated "dBC."

*Commercial use:* Any area within unincorporated Manatee County that is designated for commercial use pursuant to the county's land development code. For any municipality in which this article applies, any area that is designated for commercial use pursuant to that municipality's land development code.

*Construction activity:* Any site preparation, assembly, erection, substantial repair, alteration, or improvement of realty, whether publicly or privately owned, and whether above ground or below ground.

*Continuous sound:* A sound which remains essentially constant in level during a period of observation.

*Decibel (dB):* The practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the sound pressure of the measured sound to the sound pressure of a standard sound (twenty [20] micropascals); abbreviated "dB."

*Emergency:* Any occurrence or set of circumstances involving actual or imminent physical trauma to human beings or living creatures or property damage which necessitates immediate attention.

*Emergency work:* Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, including work necessary to restore property to a safe condition following an emergency.

*Impulsive sound:* Any sound or vibration that has an abrupt increase immediately followed by an abrupt decay.

*Industrial use:* Any area within unincorporated Manatee County that is designated for industrial use pursuant to the county's land development code. For any municipality in which this article applies, any area that is designated for industrial use pursuant to that municipality's land development code.

*Leq:* The average sound level.

*Noise:* Any sound which annoys or disturbs a reasonable person of ordinary sensibilities or causes or tends to cause an adverse physical or psychological effect on humans. "Noise" includes, but is not limited to, low frequency sounds that can induce vibration in structures or human beings.

*Noise disturbance:* Any sound or vibration which:

- (a) May disturb, annoy, or be harmful or injurious to the health or welfare of a reasonable person of ordinary sensibilities; or
- (b) Exceeds the maximum allowable limits set forth in this article.

*Person:* A natural person, any corporation, firm, association, joint venture, partnership, or any other entity whatsoever or any combination of such, jointly and severally.

*Public right-of-way:* Any street, avenue, boulevard, highway, sidewalk or alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.

*Public space:* Any real property or structure thereon normally accessible to the public which is owned or controlled by a governmental entity.

*Real property line:*

- (a) The imaginary line along the ground surface, including its vertical extension that separates one parcel of real property from another; or
- (b) The vertical and horizontal boundaries of a dwelling unit that is one unit in a multi-dwelling-unit building.

*Receiving land:* The property which receives the transmission of sound.

*Residential area:* Any area within unincorporated Manatee County that is designated for residential use pursuant to the county's land development code. For any municipality in which this article applies, any area that is designated for residential use pursuant to that municipality's land development code.

*School:* This term shall have all of the same meanings as set forth in chapter two of the county's land development code.

*Short duration and non-repetitive:* Any sound with a duration of less than thirty (30) seconds.

*Sound:* A temporal and spatial oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

*Sound analyzer:* A device for measuring the octave band level of a sound as a function of frequency.

*Sound level:* The conversion of sound pressure to a logarithmic measure called the decibel.

The criteria required to properly define the sound level limits include the following:

1. The actual sound level limit with the frequency weighting to be used, such as A-weighting or C-weighting (i.e. 55 dBA, 60 dBC, etc.).
2. The acoustical metric to be used, such as real time measurement using fast/slow time constant, an average sound level (Leq), a maximum sound level (Lmax), etc. or a combination of multiple metrics.
3. The time duration of the measurement (i.e. instantaneous, time average, percentage of time sound level is not to be exceeded, etc.).

*Sound level or noise meter:* An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting networks used to measure sound pressure levels. The output meter reads sound pressure level when properly calibrated, and the instrument is of type 2 or better, as specified in the American National Standards Institute publication S1.4-1983 or its successor publication.

*Sound pressure:* The instantaneous difference between the actual pressure and the average or barometric pressure at a given location.

*Sound pressure level:* Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micronewtons per square meter ( $20 \times 10^{-6} \text{ N/m}^2$ ). The sound pressure level is expressed in decibels.

*Vibration:* A temporal and spatial oscillation of displacement, velocity and acceleration in a solid material.

(Ord. No. 13-05, § 1, 6-4-13; Ord. No. 16-08, § 1, 9-13-16)

Sec. 2-21-32. - Ares of applicability.

This article shall be applicable to and embrace the unincorporated area of the county.

(Ord. No. 13-05, § 1, 6-4-13)

**Sec. 2-21-33. - Exemptions.****The following activities or sources are exempt from the requirements of this article:**

- (1) The emission of sound or noise for the purpose of alerting persons to the existence of an emergency or in the performance of emergency work.
- (2) Operation of equipment or conduct of activities normal to residential or agricultural communities as set forth herein:

Description	Hours of Operations
a. Lawn care, soil cultivation, domestic power tools, lawn mowers, maintenance of trees, hedges, gardens, saws and tractors, street sweepers, mosquito fogging, tree trimming and limb chipping and other normal community operations	7:00 a.m. to 10:00 p.m.
b. Operation of equipment for solid waste and recycling collection in or adjacent to residential uses	6:00 a.m. to 6:00 p.m.
c. Operation of equipment for solid waste collection in nonresidential locations	4:00 a.m. to 10:00 p.m.

- (3) Operation of manufacturing in areas zoned for such activities and which do not create a noise disturbance on any properties not designated for such activities.
- (4) The usual sounds or noises of construction and operation of construction equipment between the hours of 7:00 a.m. to 8:00 p.m.
- (5) **Motor vehicles operating on a public right-of-way in compliance with Chapter 316 and Section 403.415, Florida Statutes, and as amended.** This exception shall not apply to amplified sound produced by a radio, tape player, CD player, or other mechanical sound making device or instrument from within the motor vehicle so that the sound is plainly audible from fifty (50) feet from the source vehicle. In determining whether a sound is plainly audible:
  - a. The primary means of detection shall be by means of the officer's ordinary auditory senses, so long as the officer's hearing is not enhanced by any mechanical device, such as a microphone or hearing aid; and,
  - b. The officer must have a direct line of sight and hearing to the motor vehicle producing the sound so that he/she can readily identify the offending motor vehicle and the distance involved; and,
  - c. The officer need not determine the particular words or phrases being produced or the name of any song or artist producing the sound.

(6)



Any residential unit with air-conditioning or pool pump equipment when in reasonable mechanical condition operating with the standard sound and vibration control systems typically provided by the manufacturer in a sound level not to exceed sixty (60) dBA or sixty-five (65) dBC. Air conditioning units are presumed to be in reasonable mechanical condition if the unit meets the sound specifications contained in the Air Conditioning, Heating, and Refrigeration Institute's ("AHRI") Applied Directory of Certified Product Performance Variable Air Volume terminals.

- (7) Railroad operations.
- (8) Any aircraft operating in conformity with, or pursuant to, federal law, federal air regulations and air traffic control instructions used pursuant to and within the duly adopted federal air regulations.
- (9) The usual sounds or noises associated with marina operations and port operations.
- (10) Between the hours of 7:00 a.m. and 11:00 p.m., the emission of sound or noise from lawful and proper activities on school grounds and places primarily used for athletic contests and sporting events.
- (11) Fireworks displays, special events, and events for which all required permits have been obtained in compliance with any conditions imposed by a permit that has been issued by the relevant jurisdiction.
- (12) Impulsive sound.
- (13) Sports shooting ranges in compliance with Sections 790.33 and 823.16, Florida Statutes, and as amended.
- (14) Sounds emanating from bona fide farm operations on land classified as agricultural land which are exempt from local government regulation pursuant to Section 823.14, Florida Statutes, and as amended.

(Ord. No. 13-05, § 1, 6-4-13; Ord. No. 16-08, § 1, 9-13-16)

Sec. 2-21-34. - Prohibited acts.

The occurrence of the conditions, acts or omissions as described in subsection (1) or (2) of this section shall constitute a violation of this article. Requirements in any one of said subsections stand alone. Measurements described in subsection (2) shall constitute *prima facie* evidence of a violation of this article. However, such measurements are not necessary for enforcement of this article, i.e., neither sound measurements and maximum permissible sound levels as provided in subsection (2) nor any other type of sound measurement are necessary to prove a violation of subsection (1) of this section so long as evidence exists sufficient to establish that the sound constitutes a noise disturbance pursuant to the applicable standard of proof.

- (1)

*Noise disturbance.* Notwithstanding any other provision of this article, and in addition thereto, it shall be unlawful for any person to make or continue, or cause or permit to be made or continued, any noise disturbance, as defined in section 2-21-31.

- a. *Standards.* The standards to be considered in determining whether a violation of subsection (1) of this section exists must include consideration of one or more of the following factors:
  1. The sound level of the noise.
  2. The intensity of the noise.
  3. Whether the nature of the noise is usual or unusual.
  4. The volume and intensity of the ambient sound, if any.
  5. The proximity of the noise to residential sleeping facilities.
  6. The nature and zoning of the area from which the noise emanates.
  7. The nature and zoning of the receiving land.
  8. The time of the day or night the noise occurs.
  9. The duration of the noise.
- b. *Persons affected.* Persons affected include residents, passersby, or code enforcement officials, law enforcement officials, or others who may be reasonably disturbed by excessive noise in the general conduct of their affairs.

**(2) *Maximum permissible sound levels.***

- a. Sound level limits pursuant to this section shall be measured with a sound level meter as a Leq (average sound level) for a minimum thirty (30) second period of time.
- b. *Sound level limits.* No person shall generate or cause to be generated from any source, sound which, when measured in accordance with the requirements of subsection (d) of this section, exceeds:
  1. Sixty (60) dBA or sixty-five (65) dBC during the hours between 7:00 a.m. and 11:00 p.m., Sunday through Thursday. Friday, Saturday and the day prior to a federally recognized holiday, the hours shall be from 7:00 a.m. to 12:00 midnight.
  2. Seventy-two (72) dBA or seventy-seven (77) dBC if the receiving land is a residential use adjacent to a commercial use during the hours between 7:00 a.m. and 11:00 p.m., Sunday through Thursday. Friday, Saturday and the day prior to a federally recognized holiday, the hours shall be from 7:00 a.m. to 12:00 midnight.
  3. Fifty-five (55) dBA or sixty (60) dBC during the hours between 11:00 p.m. and 7:00 a.m., Sunday through Thursday. Friday, Saturday and the day prior to a federally recognized holiday, the hours shall be from 12:00 midnight to 7:00 a.m.

c.

*Correction for character of sound.* For any source of sound which emits a continuous sound, the maximum sound level limits set forth in subsection (2)(b) shall be reduced by five (5) dBA. For any source of sound which is of short duration and is nonrepetitive, the maximum sound level limits set forth in subsection (2)(b) shall be increased by five (5) dBA from 7:00 a.m. to 11:00 p.m.

d. *Correction for ambient sound.* Corrections for ambient sound should be made in accordance with applicable ASTM standards.

e. *Methods of measurements.*

1. The measurement of sound shall be made with a decibel or a sound level meter operating on the "A" or "C"-weighted scale of any standard design and quality meeting the standards prescribed by the American National Standards Association. The instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound source. The microphone used during measurement shall be positioned so as to not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone should be used when required. Traffic, aircraft, and other background ambient sounds shall not be considered in taking measurements except where such ambient sound interferes with the primary noise being measured.
2. If the receiving property is an agricultural area the measurement shall be made within thirty (30) feet of a receiving occupied structure or facility approximately five (5) feet above ground.
3. For all other properties, the measurement shall be made within the boundary of the receiving property as appropriate approximately five (5) feet above ground.
4. Acoustical measurements should be made in general conformance with ASTM Standard E1503-06 (or most recent) *Standard Test Method for Conducting Outdoor Sound Measurements Using a Digital Statistical Sound Analysis System* or ANSI Standard S1.13, *Measurement of Sound Pressure Levels in Air*, with regard to addressing issues such as measurement equipment, equipment interferences, calibration of the equipment, and measurement procedures.

(Ord. No. 13-05, § 1, 6-4-13; Ord. No. 16-08, § 1, 9-13-16)

Sec. 2-21-35. - Enforcement and penalties.

- (1) *Enforcement.* The provisions of this article shall be enforced throughout the unincorporated county and, pursuant to Chapter 162, Florida Statutes by the Manatee County Sheriff's Office and County Code Enforcement. The sheriff and his or her deputies are hereby designated as code enforcement officers for purposes of enforcing the provisions of this article within their respective jurisdictions and are fully authorized to enforce the provisions of this article. Pursuant

to Section 162.22, Florida Statutes enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest by a law enforcement officer for violation of any of the provisions of this article as provided for in Chapter 901 of Florida Statutes. The county shall promulgate a standard form of notices and citations for usage by code enforcement officers. The Manatee County Sheriff's Office may develop standard form notices and citations consistent with this article for use by law enforcement.

- (2) Except as set forth in subsection (4) below, when a code enforcement officer or law enforcement officer has reasonable cause to believe that a violation of this article has occurred, based upon personal investigation, he or she shall provide notice to the person that the person has committed a violation of this article and shall establish a reasonable time period within which the person must correct the violation. Absent special circumstances, a reasonable time period shall be fifteen (15) minutes. If, upon personal investigation, a code enforcement officer or law enforcement officer finds that the person has not corrected the violation within a reasonable time period, they may engage in any of the enforcement actions set out in section (1).
- (3) A notice issued under any section of this article may be contested by requesting a hearing before the code enforcement special magistrate. However, the pendency of a hearing on the contested notice shall not entitle the person to continue any activity which formed the basis of the alleged violation, unless and until the special magistrate rescinds such notice.
- (4) A code enforcement officer or law enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a citation summons, notice to appear, or prior to making an arrest, and may immediately take such action if a repeat violation within three hundred sixty-five (365) days is found or if the code enforcement officer or law enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, the violator is engaged in violations of an itinerant or transient nature, or if the violation is irreparable or irreversible.

"Repeat violation" is a violation of this article by a person who has been previously found by the code enforcement special magistrate or any other quasi-judicial or judicial process, to have violated or who has admitted violating this article, notwithstanding the violations occur at different locations.

Additionally, payment of a civil citation, failure to pay the civil penalty or failure to contest the citation within the time frame specified on the citation shall be deemed an admission of a violation of this article for the purposes of a repeat violation.

Due to the mobile nature of motor vehicles, violations involving amplified sound produced by a radio, tape player, CD player, or other mechanical soundmaking device or instrument from within motor vehicles are deemed *per se* itinerant or transient in nature.

- (5) A citation issued by a code enforcement officer or a law enforcement officer shall include the

following information, as provided in Section 162.21, Florida Statutes, and as amended:

- a. The date and time of issuance.
  - b. The name and address of the person to whom the citation is issued.
  - c. The date and time the civil infraction was committed.
  - d. The facts constituting reasonable cause.
  - e. The number or section of the code or ordinance violated.
  - f. The name and authority of the code enforcement officer.
  - g. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
  - h. The applicable civil penalty if the person elects to contest the citation.
  - i. The applicable civil penalty if the person elects not to contest the citation.
  - j. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.
- (6) A violation of section 2-21-33(5)(a)–(c) of this article shall be a written warning for a first offense, a one hundred dollar (\$100.00) civil penalty for a second offense committed within three hundred sixty-five (365) days of the written warning, and a two hundred fifty dollar (\$250.00) civil penalty for any third or subsequent offense committed within three hundred sixty-five (365) days of the second violation.

For a violation of any other section of this article:

- a. *First violation:* A code enforcement officer may issue a citation, in accordance with subsections (2)–(4), with a one hundred dollar (\$100.00) fine or a notice to appear in county court subject to the penalties of a second degree misdemeanor, as provided in Section 775.082, Florida Statutes. A law enforcement officer may issue a citation, in accordance with subsections (2)–(4), with a one hundred dollar (\$100.00) fine, a summons, or a notice to appear in county court or arrest by a law enforcement officer subject to the penalties of a second degree misdemeanor, as provided in Section 775.082, Florida Statutes.
- b. *Second violation:* Within three hundred sixty-five (365) days of the first violation, a code enforcement officer may issue a citation with a two hundred fifty dollar (\$250.00) fine or a notice to appear in county court subject to the penalties of a second degree misdemeanor, as provided in Section 775.082, Florida Statutes. A law enforcement officer may issue a citation with a two hundred fifty dollar (\$250.00) fine, a summons, or a notice to appear in county court or arrest by a law enforcement officer subject to the penalties of a second degree misdemeanor, as provided in Section 775.082, Florida Statutes.

c. *Third or subsequent violation:* Within three hundred sixty-five (365) days of the second violation, a code enforcement officer may issue a five hundred dollar (\$500.00) fine or a notice to appear in county court subject to the penalties of a second degree misdemeanor, as provided in Section 775.082, Florida Statutes. A law enforcement officer may issue a citation with a five hundred dollar (\$500.00) fine or effectuate an arrest or issue a citation a summons, or a notice to appear in county court subject to the penalties of a second degree misdemeanor, as provided in Section 775.082, Florida Statutes.

- (7) A citation issued under any section of this article shall be contested in county court.
- (8) If the violator elects to contest the citation, he or she shall request a hearing through the procedure described on the citation and within the time frame specified on the citation.
- (9) If the violator neither pays the civil penalty nor contests the citation within the time frame specified on the citation, he or she shall be deemed to have waived the right to contest the citation and it shall be deemed an admission to the violation. A judgment may be entered against that person for the maximum civil penalty of five hundred dollars (\$500.00) plus applicable fees and costs.
- (10) In accordance with Chapter 162, Florida Statutes, and as amended, any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or 775.083, Florida Statutes.

(Ord. No. 13-05, § 1, 6-4-13; Ord. No. 16-08, § 1, 9-13-16)

# Noise Level Chart

*A noise level chart showing examples of sounds with dB levels ranging from 0 to 180 decibels.*

dBA	Example	Home & Yard Appliances	Workshop & Construction
0	healthy hearing threshold		
10	a pin dropping		
20	rustling leaves		
30	whisper		
40	babbling brook	computer	
50	light traffic	refrigerator	
60	conversational speech	air conditioner	
70	shower	dishwasher	
75	toilet flushing	vacuum cleaner	
80	alarm clock	garbage disposal	
85	passing diesel truck	snow blower	
90	squeeze toy	lawn mower	arc welder
95	inside subway car	food processor	belt sander
100	motorcycle (riding)		handheld drill
105	sporting event		table saw
110	rock band		jackhammer
115	emergency vehicle siren		riveter
120	thunderclap		oxygen torch
125	balloon popping		
130	peak stadium crowd noise		
135	air raid siren		
140	jet engine at takeoff		
145	firecracker		
150	fighter jet launch		
155	cap gun		
160	shotgun		
165	.357 magnum revolver		
170	safety airbag		
175	howitzer cannon		
180	rocket launch		
...			
194	sound waves become shock waves		

Most noise levels are given in [dBA](#), which are decibels adjusted to reflect the ear's response to different frequencies of sound. Sudden, brief impulse sounds, like many of those shown at 120 dB or greater, are often given in dB (no adjustment).

## **Tab 1A**



Decibel Readings 1.20.23  
7:15 - 7:45 AM

59-62

65

54-55

57-61

61-64

59-62

59-60

55

55

60-64

55-61

54-55

54

59-64

67

71

71

64-66

55-56

63-67

54

64-67

64-68

71

71

Minimal Traffic

Moderate Traffic

Heavy Traffic

Loud Muffler

Car on Stone Harbour Loop

Google Earth

27°29'12.07" N 82°27'02:80" W -elev 12 ft eye alt 803 ft

1985



## **Tab 2**



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

September 25, 2022

Heritage Harbour South Community Development District  
Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Heritage Harbour South Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Heritage Harbour South Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

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Private Companies practice Section

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September 25, 2022  
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- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



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September 25, 2022  
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## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



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September 25, 2022  
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **Reporting**

We will issue a written report upon completion of our audit of Heritage Harbour South Community Development District's financial statements. Our report will be addressed to the Board of Heritage Harbour South Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

## **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Heritage Harbour South Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Kaitlyn Gallant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

## **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Heritage Harbour South Community Development District  
September 25, 2022  
Page 5

### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,325, unless the scope of the engagement is changed, the assistance which of Heritage Harbour South Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Heritage Harbour South Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Heritage Harbour South Community Development District, of Heritage Harbour South Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Heritage Harbour South Community Development District  
September 25, 2022  
Page 6

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Heritage Harbour South Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Heritage Harbour South Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Heritage Harbour South Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Heritage Harbour South Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Heritage Harbour South Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Heritage Harbour South Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Heritage Harbour South Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter.





Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

Heritage Harbour South Community Development District  
September 25, 2022  
Page 7

Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

---

---



Judson B. Baggett  
MBA, CPA, CVA, Partner  
Marci Reutimann  
CPA, Partner

6815 Dairy Road  
Zephyrhills, FL 33542  
(813) 788-2155  
(813) 782-8606

## Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

*Baggett, Reutimann & Associates, CPAs, PA*  
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA  
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email [jbaggett@brap.com](mailto:jbaggett@brap.com)

**ADDENDUM TO ENGAGEMENT LETTER  
HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT  
DATED SEPTEMBER 25, 2022**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**RIZZETTA & COMPANY  
3434 COLWELL AVE, SUITE 200  
TAMPA, FL 33614  
PHONE: 813.933.5571**

Auditor:  \_

**Title: Director**

**Date: September 25, 2022**

**District: Heritage Harbour South  
Community Development District**

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

**Title: \_\_\_\_\_**

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

## **Tab 3**

Form of Consent

[\_\_\_\_\_, 2022]

U.S. Bank National Association  
U.S. Bank Trust Company, National Association  
[Corporate Trust Office Address]

Re: Consent to Assignment

Ladies and Gentlemen:

Reference is made to the Custody Agreement dated September 18, 2018 (the “Agreement”) by and among Heritage Harbour South Community Development District and U.S. Bank National Association (“USBNA”).

We understand that USBNA has transferred substantially all its corporate trust business (the “Business Transfer”) to its wholly owned subsidiary, U.S. Bank Trust Company, National Association (“U.S. Bank Trust Company”) effective January 29, 2022. The undersigned has been informed that U.S. Bank Trust Company is a national trust company having a combined capital and surplus of at least \$1,000,000,000 and is subject to supervision or examination by federal authority. U.S. Bank Trust Company will administer the Agreement from the same office locations and using the same systems and employees as did USBNA, although any transaction accounts will remain at USBNA.

The undersigned has been informed that in connection with such transfer, USBNA has assigned its right, title and interest under the Agreement to U.S. Bank Trust Company, subject to the consent of the undersigned to such assignment. The undersigned does hereby confirm its consent to USBNA’s assignment of its right, title and interest (including its duties) in and to the Agreement to U.S. Bank Trust Company, effective the date set forth below.

HERITAGE HARBOUR SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

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

Name:

Title:

Duly Authorized

Date: \_\_\_\_\_, 2022

## **Tab 3A**

## TRI-PARTY SUCCESSION AGREEMENT

This Tri-Party Succession Agreement is dated as of November 27, 2022 among Heritage Harbour South Community Development District (the “District”), U.S. Bank National Association, as Trustee (“USB”), and U.S. Bank Trust Company, National Association (“Trust Company”). Reference is made to that certain Master Trust Indenture dated as of July 1, 2015, (the “Master Indenture”) between the District and USB as trustee (“Trustee”) thereunder relating to the \$1,685,000 Capital Improvement Revenue Refunding Bonds, Series 2015. Capitalized terms used herein and not defined are used as defined in the Master Indenture. The parties agree as follows:

A. USB has notified the District that USB, has transferred (by contribution) substantially all its corporate trust business to Trust Company (USB’s direct wholly owned subsidiary) and desires to transfer its administration of the Master Indenture from USB to Trust Company such that Trust Company shall be the successor in interest to USB, as Trustee under the Master Indenture. Trust Company hereby represents and certifies to the District that it is a national banking association organized under the laws of the United States of America. Trust Company is qualified to do and does business in one or more states of the United States of America and has an officially reported combined capital, surplus, undivided profits, and reserves aggregating at least \$1,000,000,000. Trust Company is therefore qualified to act as successor trustee under Section 6.14 of the Master Indenture and successor registrar and paying agent under Section 6.20 of the Master Indenture.

B. USB hereby resigns as Trustee, Registrar and Paying Agent under the Master Indenture, and the District hereby accepts such resignation and appoints Trust Company as the successor Trustee, Registrar and Paying Agent under the Master Indenture. Trust Company hereby accepts such appointment as successor Trustee, Registrar and Paying Agent under the Master Indenture, and the parties hereby agree that Trust Company is fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of USB, its predecessor; and USB hereby transfers to Trust Company all such estates, properties, rights, powers and trusts and is contemporaneously herewith delivering all its records relating to the Master Indenture to Trust Company.

C. The District hereby certifies to Trust Company that no Event of Default or event which, with the giving of notice or the passage of time or both, would become an Event of Default, has occurred, and is continuing under the Master Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, effective as of the day and year first above written.

HERITAGE HARBOUR SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

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

Name:

Title:

*Signatures Continued on Next Page*



U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

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

Name: Leanne M. Duffy

Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Successor Trustee

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

Name: Leanne M. Duffy

Title: Vice President

## **Tab 4**

**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 **Monday, November 28, 2022, at 4:00 p.m.** at the **Heritage Harbour South Stoneybrook Golf Club located 8000 Golden Stone Harbour Loop, Bradenton, FL 34214.** The following is the agenda for this meeting.

Present and constituting a quorum were:

Mike Neville	<b>Board Supervisor, Chairman</b>
Philip Frankel	<b>Board Supervisor, Asst. Secretary</b>
Tom Bakalar	<b>Board Supervisor, Asst. Secretary</b>
Robin Spencer	<b>Board Supervisor, Asst. Secretary</b>

Also present were:

Christina Newsome	<b>District Manager; Rizzetta &amp; Company</b>
Matthew Huber	<b>Regional District Manager; Rizzetta &amp; Company</b>
Scott Brizendine	<b>Vice President of Operations; Rizzetta &amp; Co., (via Phone)</b>
Kayla Connell	<b>Manager, District Financial Services; Rizzetta &amp; Co., (via Phone)</b>
Andy Cohen	<b>District Counsel; Persson, Cohen Mooney, Fernandez &amp; Jackson P.A.</b>
Rick Schappacher	<b>District Engineer; Schappacher Engineering</b>

Audience	<b>Present</b>
----------	----------------

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Newsome called the meeting to order at 4:00 PM.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There was audience present.

**THIRD ORDER OF BUSINESS**

**Presentation of Plaque**

The Board presented a plaque to Tad Parker and thanked him for his hard work and dedication to the board these past 8 years. Mr. Parker then gave his closing regards.

**FOURTH ORDER OF BUSINESS**

**Follow-up on Discussion  
of Lennar Conveyances and  
Easement Requested**

Mr. Cohen introduced Mr. Mike Belle, the attorney for JLH Property. Mr. Belle presented documents to the Board, giving them the history of Parcel (Lot) 24 and formally asked for a non-exclusive ingress/egress easement. Discussion then ensued between the Board District Counsel and District Engineer and Mr. Belle regarding the position of Lennar regarding Stoneybrook and the Master, the acceptance of the deed from Lennar subject to staff approval, the addition to the two parcels that Stoneybrook did not want to have in their deed from Lennar, they want them to come to the CDD, those parcels are Tract 104 and 615. Tract 615 (Wetland ZZZ) is already owned by the CDD. The Master's parcels the are still in discussion, but none are going to be given to CDD south. Lennar counsel is Chris Mann. During District Counsel updates, Mr. Cohen informed the Board that the lender foreclosure from Haymarket Insurance Company had been dismissed as of November 3<sup>rd</sup>. The verbiage for the agreement for the easement requested by the golf course which includes the cart path has been agreed upon as of November 28<sup>th</sup> and the District Engineer provided the latest sketches received by Mr. Bruce.

On a Motion from Mr. Frankel seconded by Ms. Spencer, the Board motioned and approved to accept the Lennar properties deeded to CDD South to include parcel 104 subject to staff approval to ensure the deed is in proper form., for the Heritage Harbour South Community Development District.

On a Motion from Mr. Frankel seconded by Mr. Bakalar, the Board motioned and approved (4-0 vote) to grant the easement from JLH Properties be accepted as presented subject to the ownership of the Parcel # 1442300319 to the North of Parcel 24, with the identification to cover all staff fees pertaining to this matter with all in favor, the Board approved the participation and voting of Mr. Frankel by phone, for the Heritage Harbour South Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of New Nominees**

The Board reviewed all resumes from those interest in joining the board. the board then heard a short biography from both Christina Brantley and Jane Giannaula. The third candidate Eric Hallberg could not attend due to prior engagements, but his resume was reviewed as well.

On a Motion from Mr. Bakalar seconded by Mr. Frankel, the Board motioned to nominate Eric Hallberg to seat 5 of the Heritage Harbour South CDD. Staff will coordinate with Mr. Hallberg to swear him in and get him acclimated with the history of the CDD, for the Heritage Harbour South Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01, Officer Designation**

The Board discussed the re-designation of officers of the district.

On a Motion from Mr. Frankel seconded by Mr. Bakalar, Mr. Frankel was nominated as Chairman and the Board approved, for the Heritage Harbour South Community Development District.

On a Motion from Mr. Frankel seconded by Mr. Neville, Ms. Spencer was nominated as Vice Chairman and the Board approved, for the Heritage Harbour South Community Development District.

On a Motion from Mr. Neville seconded by Mr. Frankel, the Board adopted Resolution 2023-01, Officer Designation, for the Heritage Harbour South Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02, Adopting the Amended Budget for Fiscal Year 2021-2022**

The Board extensively discussed the amendment and resolution for FY 21-22 budget and resolution. The process for budget will start early next year so all questions and any possible changes in budget, reserve study, and methodology are addressed well in advance of the proposed budget.

On a Motion from Mr. Bakalar seconded by Mr. Frankel, the Board motioned and approved to adopt Resolution 2023-02, adopting the Amended Budget for FY 2021-2022 for the Heritage Harbour South Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Discussion of Management Issues**

The board then discussed in detail their concerns with current management services. All gave their opinions on what is concerning them which include late financials, lack of attention to detail, professionalism, and communication. They voiced how these things are unacceptable and if these things aren't corrected within a responsible amount time they will begin to look for a different management company. Mr. Huber addressed the Board and apologized on behalf of Rizzetta for this misstep. and informed the Board that there will be significant change by the February meeting. He let them know that late financials would begin to be sent out on or before December 15. The Board then asked for more transparency and communication

with all Board Members going forward so they are kept in the loop about what is going on so they can make the best decisions possible for the District.

On a Motion from Mr. Frankel seconded by Mr. Bakalar, the Board motioned and approved to extend the meeting to 6:15 p.m., for the Heritage Harbour South Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Minutes of Board  
of Supervisors Regular  
Meeting Held on November 1, 2022.**

On a Motion from Mr. Neville seconded by Mr. Bakalar, the Board approved the minutes as amended for the November 1, 2022 meeting, for the Heritage Harbour South Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of the Operations  
and Maintenance Expenditures  
for August and September 2022**

On a Motion from Mr. Neville seconded by Mr. Frankel, with all in favor, the Board approved the Operations and Maintenance Expenditures for August (\$) and September (\$) 2022, for the Heritage Harbour South Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**HOA Updates**

**1. Heritage Harbour Master HOA**

There were no updates from the Master HOA.

**2. Stoneybrook HOA**

There were no updates from Stoneybrook HOA

**3. Lighthouse Cove HOA**

There were no updates from Lighthouse Cove HOA.

**4. Golf Course Update**

Mr. Bruce informed the Board that the speed humps will be installed along Stone Harbour Loop the last week of November as well as DOT signs as well. there will also be an e-blast sent by the Stoneybrook HOA to inform residents that speed humps will be installed soon. There will only stripes where the golf carts cross on Heritage Isles Way

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

During District Counsel updates, Mr. Cohen informed the Board that the lender foreclosure from Haymarket Insurance Company had been dismissed as of November 3<sup>rd</sup>. The verbiage for the agreement for the easement requested by the golf course which includes the cart path has been agreed upon as of November 28<sup>th</sup> and the District Engineer provided the latest sketches received by Mr. Bruce. Mr. Cohen discussed a concern regarding some clearing of debris done by the HOA and they may be making a formal request to the board for reimbursement. Mr. Cohen found the Disaster Recovery Plan document from 2016 and has shared it with the Board to review.

On a Motion from Mr. Neville seconded by Mr. Bakalar, the Board motioned and approved for the chairman to execute the golf course easement agreement outside of the meeting, subject to staff approval., for the Heritage Harbour South Community Development District.

**B. District Engineer**

Mr. Schappacher informed the Board that the pressure washing should be done by week's end. Radar sign on Heritage Isles Way is broken and he will be bringing a quote to the February meeting so the Board can discuss the replacements. Mr. Frankel suggests that it will be an effective deterrent to purchase and place stationary signs that indicate that the area is monitored by radar instead of replacing the broken radar signs. Mr. Schappacher will also obtain pricing for stationary sign as well for the February Agenda. Mr. Schappacher did go out and measure the decibels reading on the south end of Stone Harbour Loop. He walked from the sidewalk near the houses to the property line along SR64 and the readings he received from the area were 55-65 by the houses at the right of way the noise measured in the 70s at the noisiest time of the day. 60 decibels is an acceptable decibel range. He did mention that the sound was significantly lower by the lake. Mr. Schappacher will be surveying the area where residents would like the noise barrier placed and will report his findings back to the Board at the February meeting.

On a Motion from Mr. Bakalar seconded by Mr. Frankel, the Board motioned and approved to extend the meeting to 6:30 p.m., for the Heritage Harbour South Community Development District.

**C. District Manager**  
**1. Review of District Manager Report**

Ms. Newsome informed the Board that there next meeting is February 7, 2023 at 4p and the Heritage Harbour Golf Course and that the verbiage for the wetland dumping will be completed prior to the next meeting. The Board asked for an update regarding the patrols done by FHP and instructed Ms. Newsome to reach out to them and have an update by the next meeting.

**THIRTEENTH ORDER OF BUSINESS** **Old Business**

There was no old business that needed to be discussed.

**FOURTEENTH ORDER OF BUSINESS** **Supervisors Requests**

There were no supervisors' requests.

**FIFTEENTH ORDER OF BUSINESS** **Adjournment**

On a Motion by Mr. Neville, seconded by Mr. Frankel, with all in favor, the Board of Supervisors approved to adjourn the meeting at 6:29 p.m., for the Heritage Harbour South Community Development District.

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

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



## **Tab 5**

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview, Florida - (813) 994-1001  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa Florida 33614  
[www.heritageharboursouthcdd.org](http://www.heritageharboursouthcdd.org)

## **Operations and Maintenance Expenditures October 2022 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$13,896.36**

Approval of Expenditures:

\_\_\_\_\_  
\_\_\_\_\_ Chairperson

\_\_\_\_\_  
\_\_\_\_\_ Vice Chairperson

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

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
A N J Excavation, LLC	100026	26	2 Radar Sign Relocation 09/22	\$ 230.00
Gem City IV Inc.	100032	1425	Road Cutting and Conduit 06/22	\$ 450.00
Heritage Harbour Golf Club	100027	100422- HH Golf	Meeting Space Rental 10/04/22	\$ 150.00
Innersync Studio, Ltd	100028	20794	CDD Website Hosting - Quarterly Service 10	\$ 384.38
Persson, Cohen & Mooney, P.	100029	2633	Legal Services 09/22	\$ 2,670.00
Rizzetta & Company, Inc.	100030	INV0000071736	District Management Fees 10/22	\$ 5,211.98
Schappacher Engineering, LLC	100031	2249	Engineering Services 09/22	\$ 1,567.50
U.S. Bank	100024	6642806	Trustee Fees S2015 8/01/22-07/31/23	<u>\$ 3,232.50</u>
<b>Report Total</b>				<b><u>\$ 13,896.36</u></b>

## **Tab 5A**

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview, Florida - (813) 994-1001  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa Florida 33614  
[www.heritageharboursouthcdd.org](http://www.heritageharboursouthcdd.org)

## **Operations and Maintenance Expenditures November 2022 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$18,169.51**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Economic Opportunity	100035	86597	Special District Fee FY22-23	\$ 175.00
Heritage Harbour Golf Club	100041	110422- HH Golf	Meeting Space Rental 11/04/22	\$ 150.00
LLS Tax Solutions, Inc.	100042	2831	Refunding Bond Series 2015 07/20/22	\$ 500.00
McClatchy Company, LLC	100034	140478	Legal Ad - Account #56699 - 08/22	\$ 285.48
McClatchy Company, LLC	100034	147803	Legal Ad - Account #56699 - 09/22	\$ 97.11
Michael Joseph Neville	100036	MN100422	Board of Supervisor Meeting 10/04/22	\$ 200.00
Michael Joseph Neville	100036	MN110122	Board of Supervisor Meeting 11/01/22	\$ 200.00
Persson, Cohen & Mooney, P.A.	100043	2748	Legal Services 10/22	\$ 2,940.00
Philip I Frankel	100037	PF100422	Board of Supervisor Meeting 10/04/22	\$ 200.00
Philip I Frankel	100037	PF110122	Board of Supervisor Meeting 11/01/22	\$ 200.00
Rizzetta & Company, Inc.	100033	INV0000072572	District Management Fees 11/22	\$ 5,211.92
Rizzetta & Company, Inc.	100044	INV0000071884	Assessment Roll 22/23	\$ 5,460.00
Robin Spencer	100038	RS100422	Board of Supervisor Meeting 10/04/22	\$ 200.00
Robin Spencer	100038	RS110122	Board of Supervisor Meeting 11/01/22	\$ 200.00
Schappacher Engineering, LLC	100045	2268	Engineering Services 10/22	\$ 1,350.00

## HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tad Parker	100039	TP100422	Board of Supervisor Meeting 10/04/22	\$ 200.00
Tad Parker	100039	TP110122	Board of Supervisor Meeting 11/01/22	\$ 200.00
Thomas G. Bakalar	100040	TB100422	Board of Supervisor Meeting 10/04/22	\$ 200.00
Thomas G. Bakalar	100040	TB110122	Board of Supervisor Meeting 11/01/22	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 18,169.51</u></b>

## **Tab 5B**



# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview, Florida - (813) 994-1001  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa Florida 33614  
[www.heritageharboursouthcdd.org](http://www.heritageharboursouthcdd.org)

## **Operations and Maintenance Expenditures December 2022 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:   **\$7,089.16**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Fastsigns	100046	INV-24963A	Remove, Furnish & Install Signs 50% Dep	\$ 577.24
LLS Tax Solutions, Inc.	100052	2845	Refunding Bond Series 2013A1- A2 07/22	\$ 500.00
Michael Joseph Neville	100047	MN112822	Board of Supervisor Meeting 11/28/22	\$ 200.00
Philip I Frankel	100048	PF112822	Board of Supervisor Meeting 11/28/22	\$ 200.00
Rizzetta & Company, Inc.	100049	INV0000073218	District Management Fees 12/22	\$ 5,211.92
Robin Spencer	100050	RS112822	Board of Supervisor Meeting 11/28/22	\$ 200.00
Thomas G. Bakalar	100051	TB112822	Board of Supervisor Meeting 11/28/22	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 7,089.16</u></b>

## **Tab 6**



Rizzetta & Company

# District Manager's Report

February 7

# 2023

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## UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** March 7, 2023 at 4P
- **Location:** Heritage Harbour Golf Club, 8000 Stone Harbour Loop, Bradenton, FL 34212

<u>FINANCIAL SUMMARY</u>	<u>12/31/2022</u>
General Fund Cash & Investment Balance:	\$507,061
Reserve Fund Cash & Investment Balance:	\$649,173
Debt Service Fund Investment Balance:	\$941,939
<b>Total Cash and Investment Balances:</b>	<b>\$2,098,173</b>
<b>General Fund Expense Variance:</b>	<b>Under Budget \$4,835</b>

RASI Reports [rasireports@rizzetta.com](mailto:rasireports@rizzetta.com) • CDD Finance Team [CDDFinTeam@rizzetta.com](mailto:CDDFinTeam@rizzetta.com)

Professionals in Community Management



## UPDATES:

- Manatee county has been contacted to remove the oil stains left by their trucks on Willowbrook Circle.
- The rental of the meeting space is what was coded to the budget line for Miscellaneous Fees. The price is \$150 per rental date.
- After speaking with Trooper Cohen in December, he informed me that ever since Hurricane Ian almost the whole state has been on Alpha Bravo Shifts meaning they work 12-hour shifts with no days off. After Ian, Hurricane Nicole hit they were also dispatched to help in those areas, having to work the same Alpha Bravo shifts so, no shifts have been picked up since. I checked back in with him recently and they're still not able to pick up any shifts.
- I then reached out to MCSO and spoke with Nicole. She let me know that there are shifts available and that there is a 3 hour minimum at \$65 per hour. She let me know that there would need to be a contract in place so I asked her to send one over so it can be discussed at the meeting. (agreement attached)
- The verbiage for the inappropriate dumping is complete and ready for review. (attached)





# 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@manateesheriff.com](mailto:offduty@manateesheriff.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 for a minimum of 4 hours per deputy until the end of 2022. After January 1, 2023, the minimum hours per deputy will be 3 hours. This applies even if the detail requested is shorter.

The following are designated holidays:

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

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

**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:

65.00

Dep. Holiday Rate/hr:

75.00

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

**EMPLOYER AGREES AND ACCEPTS:**☐ Yes**▼ 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 six 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 4-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 4-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 4-hour minimum for each deputy scheduled.

**(8) Acts and Omissions During Course of Employment.** EMPLOYER acknowledges that, pursuant to Florida Statutes s. 30.2905, 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) 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.

Event Details


Billing Preferences

Shift/Detail Schedule

Enter details about each shift/detail to be worked, including the number of deputies needed for that shift/detail.

	Date	Start Time	End Time	Number of Deputies
+				
+				
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+				
+				

Click on the  icon to add additional shifts/details to the list.

 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:



# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview, Florida · (813) 533-2950  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.heritageharboursouthcdd.org](http://www.heritageharboursouthcdd.org)

It has come to the District's attention that there has been some unlawful dumping in wetland/preserve areas. The wetlands throughout Heritage Harbour are environmentally sensitive properties and protected by State Law and regulations from placing anything in them. This type of dumping is in clear violation of SWFWMD and could cause you and/or the CDD to receive a fine if it should continue.

Effective July 1, 2019, The Florida Department of Environmental Protection's Environmental Crimes Unit was created. The division is responsible for enforcing environmental laws, responding to incidents where environmental impacts are reported or discovered and ensures compliance of the environmental laws through inspections and enforcement. The Environmental Crimes Unit works in conjunction with DEP's Office of Emergency Response who provides technical and on-site assistance to ensure threats to the environment and human safety are quickly and effectively addressed.

If you are found to have inappropriately dumped in any of these protected area a complaint will be files with the ECU where you are subject to be fined and charges may be filed against you.

Please help to keep the District and the surrounding wildlife safe by not dumping in protected areas.

-Heritage Harbour South CDD