



Rizzetta & Company

Heritage Harbour South Community Development District

Board of Supervisors' Regular Meeting June 6, 2023

**Stoneybrook Recreation Center
200 Golden Harbour Trail
Bradenton, FL 34212**

www.heritageharboursouthcdd.org

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AGENDA

To be held at the Stoneybrook Recreation Center located at
200 Golden Harbour Trail, Bradenton, FL 34212

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

June 5, 2023

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

REVISED FINAL AGENDA

Dear Board Members,

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors will be held on **Tuesday, June 6, 2023, at 4:00 p.m.** at the **Heritage Harbour Stoneybrook Recreation Center located at 200 Golden Harbour Trail, Bradenton, Florida 34212.** The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS**
3. **Resignation of Tom Bakalar**
4. **OLD BUSINESS**
 - A. Discussion of Guardhouse Repairs
 - B. Discussion of Heritage Harbour Becoming a Golf Cart Community
5. **NEW BUSINESS**
 - A. Discussion of Meeting Time Change
 - B. Presentation of Status of Transition from Rizzetta to Inframark
 - C. Ratification of Resolution 2023-05, _____
Designating Officers of the District Tab 1
 - D. Ratification of Resolution 2023-06, _____
Designating Authorization and Actions Relating to the Accounts
of the District Tab 2
 - E. Ratification of Resolution 2023-07, Appointing and _____
Fixing the Compensation of a New District Manager Tab 3
6. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors' Regular
Meeting held on May 2, 2023 Tab 4
 - B. Consideration of Operations and Maintenance Expenditures
for April 2023 Tab 5
 - C. HOA Updates
 1. Heritage Harbour Master HOA
 2. Stoneybrook HOA
 - i. Presentation of Protocol for the Rental of the
Facilities for Meetings Tab 6
 3. Lighthouse Cove HOA
 4. Golf Course Update

7. **STAFF REPORTS**
 - A. District Counsel
 1. Consideration of Easement AgreementTab 7
 - B. District Engineer
 1. Consideration of Signage Repair BidsTab 8
 2. Discussion River Heritage Flooding and Lake 56
 3. Discussion of Marketplace Construction
 4. Discussion of Problems with SW of Beacon Lake
 - C. District Manager
 1. District Manager's Report.....Tab 9
8. **SUPERVISOR REQUESTS & COMMENTS**
9. **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

RESOLUTION 2023-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors ("**Board**"), desires to appoint Philip Frankel as Chairman, Robin Spencer as Vice Chairman, Mike Neville as Assistant Secretary, Eric Hallberg as Assistant Secretary, Thomas Bakalar as Assistant Secretary, Angel Montagna as Secretary, Jennifer Goldyn-Leon as Secretary, Stephen Bloom as Treasurer and Andre McAden as Assistant Treasurer.

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

- 1. District Officers.** Philip Frankel is appointed as Chairman, Robin Spencer is appointed as Vice Chairman, Mike Neville is appointed as Assistant Secretary, Eric Hallberg is appointed as Assistant Secretary, Thomas Bakalar is appointed as Assistant Secretary, Angel Montagna is appointed as Secretary, Jennifer Goldyn-Leon is appointed as Secretary, Stephen Bloom is appointed as Treasurer and Andre McAden is appointed as Assistant Treasurer.
- 2. Conflicts.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- 3. Effective Date.** This Resolution shall become effective on the date of its execution and will be ratified at a later date by the District.

Executed this 2ND day of June, 2023.

Attest:

**Heritage Harbour South Community
Development District**

Angel Montagna
Secretary

Philip J. Frankel
Chair of the Board of Supervisors

Tab 2

RESOLUTION 2023-06

A RESOLUTION OF THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AUTHORIZATION AND ACTIONS RELATING TO THE ACCOUNTS OF THE DISTRICT

WHEREAS, the Board of Supervisors ("**Board**") of the Heritage Harbour South Community Development District ("**District**") desires to designate authorization and authorize certain actions relating to its accounts; and

WHEREAS, the Board has engaged the services of Inframark, LLC as the District's management company pursuant to a District Management Agreement; and

WHEREAS, the Board by Resolution 2023-05, has appointed Angel Montagna as Secretary, Jennifer Goldyn-Leon as Secretary, Stephen Bloom as Treasurer, and Andre McAden as the Assistant Treasurer for the District.

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

1. The above recitals are true and correct and by this reference are incorporated into and form a material part of this resolution.
2. As District officers, Jennifer Goldyn-Leon, Angel Montagna, Stephen Bloom and Andre McAden are authorized to administer the District's accounts, as soon as practical and effective immediately.
3. All previous signers on the District's accounts will be removed effective immediately. Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
4. This resolution shall become effective on the date of its execution and will be ratified at a later date by the District.

Executed this 2nd day of June, 2023.

Attest:

**Heritage Harbour South Community
Development District**

Angel Montagna
Secretary/Assistant Secretary

Paul J. Fraulob
Chair of the Board of Supervisors

Tab 3

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF A NEW DISTRICT MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a "**District Manager**;" and

WHEREAS, the Board has determined that the appointment of a new District Manager is necessary, appropriate and in the District's best interests; and

WHEREAS, the Board desires to appoint a new District Manager and to provide compensation for their services.

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

- 1. Approval of District Management Agreement.** Inframark, LLC is appointed as a new District Manager for the District and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.
- 2. Conflicts.** Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
- 3. Effective Date.** This Resolution shall become effective immediately upon its execution and will be ratified at a later date by the District

Executed this 2nd day of June 2023

Attest:

**Heritage Harbour South Community
Development District**

Angel Montagna
Secretary/Assistant Secretary

Philip J. Frankel
Chair of the Board of Supervisors

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 **Tuesday, May 2, 2023, at 4:00 p.m.** at the **Stoneybrook Rec Center located at 200 Golden Harbour Trail, Bradenton, FL 34214.** The following is the agenda for this meeting.

Present and constituting a quorum were:

Philip Frankel	Board Supervisor, Chair
Robin Spencer	Board Supervisor, Vice Chair
Tom Bakalar	Board Supervisor, Asst. Secretary
Eric Hallberg	Board Supervisor, Asst. Secretary

Also present were:

Christina Newsome	District Manager; Rizzetta & Company
Matthew Huber	Regional District Manager; Rizzetta & Company
Venessa Smith	Senior Accountant; Rizzetta & Company
Scott Brizendine	Vice President of Operations; Rizzetta & Co.
Kayla Connell	DFS; Rizzetta & Company
Andy Cohen	District Counsel; Persson, Cohen Mooney, Fernandez & Jackson P.A.
Rick Schappacher	District Engineer; Schappacher Engineering
Gene Zeiner	Representative; MHOA
Angel Montagna	Representative; Inframark (via Phone)

Audience	Present
----------	----------------

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 an audience present, there were no comments.

THIRD ORDER OF BUSINESS

**Presentation of
Rizzetta and Company Inc**

A presentation was given by Rizzetta and Company, Inc. and their staff to the board.

On a Motion from Mr. Frankel seconded by Mr. Hallberg, with all in favor, the Board approved to move a total of \$300k from the Reserve Fund and \$200k will be moved to the Hancock CD and \$100k to FLCLASS, for the Heritage Harbour South Community Development District.

FOURTH ORDER OF BUSINESS

Presentation of District Counsel Price Increase

Andy Cohen presented the District Counsel Price Increase to the Board. Mr. Frankel thanked Mr. Cohen for his service to the District. Andy is always available when needed and it is appreciated.

On a Motion from Ms. Spencer seconded by Mr. Bakalar, with all in favor, the Board approved the 5% fee increase for District Counsel Services, for the Heritage Harbour South Community Development District.

FIFTH ORDER OF BUSINESS

Discussion of Repairs to the Guardhouse

There were no updates for the Board. The topic will remain on the agenda for the next CDD meeting. Mr. Bakalar requests that the Stoneybrook HOA be informed that they are responsible for the first \$5k of repairs to the guardhouse, based on the maintenance agreement.

SIXTH ORDER OF BUSINESS

Consideration of MCSO Agreement for Off-Duty Sheriffs

Mr. Cohen gave an update on the MCSO Agreement for Off-Duty Sheriffs. There has been two revisions made to the agreement. The first revision spoke to the District's sovereign immunity and the second revision clarified that the District is not an "employer". The terms have been accepted by both sides. The terms have been accepted by both sides.

SEVENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2023-2024 Proposed Budget

1. Consideration of Resolution 2023-04, Approving the Fiscal Year 2023-2024 Proposed Budget and Setting the Public Hearing on the Final Budget

Ms. Newsome presented the Fiscal Year 2023-2024 Proposed Budget to the Board.

On a Motion from Ms. Spencer seconded by Mr. Hallberg, with all in favor, the Board adopted Resolution 2023-04, Adopting the Fiscal Year 2023-2024 Proposed Budget and Setting the Public Hearing on the Final Budget, for the Heritage Harbour South Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Minutes of Board
of Supervisors Regular Meeting
held on March 7, 2023**

Ms. Newsome presented the minutes from the meeting held on March 7, 2023, to the Board. Revisions on needed on line 94, changes are to include that it is the Stoneybrook HOA responsibility and not the Master HOA. All damages under \$5k should be paid for by Stoneybrook HOA. Mr. Schappacher will assess the damages and report back to the board.

On a Motion from Mr. Bakalar seconded by Mr. Frankel, with all in favor, the Board approved the minutes from the April 4, 2023, meeting, as amended, for the Heritage Harbour South Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Operations
and Maintenance Expenditures
for March 2023**

Ms. Newsome presented the Operations and Maintenance Expenditures for March 2023 to the Board.

On a Motion from Ms. Spencer seconded by Mr. Hallberg, with all in favor, The Board ratified the Operations and Maintenance Expenditures for March 2023 (\$11,95.92) for the Heritage Harbour South Community Development District.

TENTH ORDER OF BUSINES

HOA Updates

1. Heritage Harbour Master HOA

Mr. Ziener was present and provided an update for the Board. Mr. Ziener informed the board that Aqua Terra has been sold to a buyer who is currently unknown. He requested that the Board look into old contracts and terms for direction on repairs as some erosion in that area needs to be addressed.

2. Stoneybrook HOA

The newly elected Board Members were present and introduced themselves to the Board. Mr. Frankel requested the HOA authorize a CDD Board Member to be a liaison for a set of keys for the CDD to continue to have meetings without inconveniencing anyone. Mr. Frankel will reach out to the new President to bring him up to speed regarding the repairs to the guardhouse. He thanks the Board Members for attending the meeting and is looking forward to a healthy relationship with them.

3. Lighthouse Cove HOA

Mr. Frankel attended the Lighthouse Cove HOA meeting and informed the Board that they elected new officers to the Board. There is no other business that currently affects the district.

4. Golf Course Update

Mr. Frankel informed the Board that he will try to reach out to Mr. Bruce so he can update the Board on the hotel and villa construction. He also informed the Board that the signage for speed humps is still in progress.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Andy Cohen was present. He informed the Board that the SMH easement documents are with SMH counsel, and he is awaiting their response. Mr. Cohen is still awaiting a response from the imminent domain representative. He is looking forward to having an update at the next meeting. A discussion ensued regarding the pressure washing contract.

District Engineer

1. Presentation of Roadway Lifespan Maps

Rick Schappacher was present. During District Engineer updates, Mr. Schappacher informed the Board that the signage bids are due on Friday. Radar signs will be delivered to Rick's office. Two sidewalk repair bids have been received from Infinity Construction and A&J excavation.

On a Motion by Ms. Spencer, seconded by Mr. Bakalar, with all in favor, the Board of Supervisors approved the bid from Infinity Construction for \$3289.00, contingent on the District Engineer's approval of their work and authorized the chair to sign the contract, pending counsel review, outside of the meeting., for the Heritage Harbour South Community Development District.

C. District Manager

1. Review of District Manager Report

Ms. Newsome presented the District Manager Report to the Board.

On a Motion by Mr. Frankel, seconded by Mr. Bakalar, with all in favor, the Board of Supervisors approved to extend the meeting to 6:15 p.m., for the Heritage Harbour South Community Development District.

TWELFTH ORDER OF BUSINESS

Supervisors Requests

During the supervisor requests, the Board requested Staff to send wetlands verbiage to all HOA Boards. The Board also discussed the possibility of changing CDD meetings to

at 5:00p.m., which was tabled to the June meeting.

On a Motion by Mr. Frankel, seconded by Mr. Bakalar, with all in favor, the Board of Supervisors entertained the proposal bid received for Inframark, the target date will be July 11, 2023., for the Heritage Harbour South Community Development District.

On a Motion by Mr. Frankel, seconded by Mr. Bakalar, with all in favor, the Board of Supervisors approved to extend the meeting to 6:30 p.m., for the Heritage Harbour South Community Development District.

The resignation of Tom Bakalar from the Board will be effective after the June 1, 2023, meeting.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Bakalar, seconded by Ms. Spencer, with all in favor, the Board of Supervisors approved to adjourn the meeting at 6:23 p.m., for the Heritage Harbour South Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 5

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

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

Operations and Maintenance Expenditures April 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$26,234.81**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Numb</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Eric N Hallberg	100094	EH040423	Board of Supervisor Meeting 04/04/23	\$200.00
Fastsigns	100092	INV-25384B	Installation and labor of Reflective Radar Sign Balance	\$575.51
Innersync Studio, Ltd	100095	21223	CDD Website Hosting - Quarterly Service 04/23	\$384.38
Michael Joseph Neville	100096	MN040423	Board of Supervisor Meeting 04/04/23	\$200.00
Persson, Cohen & Mooney, P.A.	100097	3396	Legal Services 03/23	\$3,900.00
Philip I Frankel	100098	PF040423	Board of Supervisor Meeting 04/04/23	\$200.00
Rizzetta & Company, Inc.	100091	INV0000078818	District Management Fees 04/23	\$5,211.92
Robin Spencer	100099	RS040423	Board of Supervisor Meeting 04/04/23	\$200.00
Schappacher Engineering, LLC	100100	2382	Engineering Services 03/23	\$2,700.00

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Numb</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Stoneybrook Brook at Heritage Harbour HOA	100093	040523 Stoneybrook	Reimburse HOA (Hurricane Expense) 02/23	\$12,463.00
Thomas G. Bakalar	100101	TB040423	Board of Supervisor Meeting 04/04/23	<u>\$200.00</u>
Total				<u>\$26,234.81</u>

Tab 6



DATE: May 22, 2023

MEMORANDUM FOR: All Concerned

FROM: President

SUBJECT: CDD and HOA Meetings at 200 Golden Harbour Trail

The Board of Directors has agreed for the Heritage Harbour South Community Development District and the Heritage Harbour Master Association to use Stoneybrook at Heritage Harbour Association's (hereafter referred to as the "Association") Recreation Center multipurpose room located at 200 Golden Harbour Trail for the purposes of official meetings.

Please reference the policy questions listed below to guide implementation.

How Does the Requesting Organization Reserve the Multipurpose Room for its exclusive use?

The requesting organization shall complete a form provided by the Association for each meeting session. The form can be used to request all scheduled meetings held during the calendar year. This form will be submitted to the Community Association Manager (CAM) no later than 10-calendar days prior to the first scheduled event on the form.

A copy of this memorandum shall be provided to the requesting organization in response to each request.

What is the Fee for Use of the Multipurpose Room for a CDD/HOA?

The fee to support use of the multipurpose room for the Community Development District and a Homeowner's Association is set at \$100 per session and must be provided at the time the meeting session is reserved. Any continuation of a meeting onto another date shall be considered a new session and subject to a new \$100 fee.

What is the Purpose of the Fee for Use of the Multipurpose Room?

This fee shall go directly to maintenance staff for setting up for the meeting and later tearing down in preparation for the next event.

DATE: May 22, 2023

SUBJECT: CDD and HOA Meetings at 200 Golden Harbour Trail

PAGE: 2 of 3

What is the Procedure for After Hours Access?

It is understood that some meetings will be outside of the regular business hours of the facility. Regular business hours are Monday through Friday, excluding holidays, 9:00 am - 4:00 pm EST.

Keyholders should be identified on official letterhead and presented to the CAM. These letters shall be valid for up to one year. Letters older than one year are considered invalid and a new letter must be submitted. Letters submitted prior to the previous letter's expiration shall invalidate and supersede the previous letter.

The CAM shall complete the following actions:

1. Provide a key(s) to a recognized keyholder no earlier than 48-hours prior to the scheduled event.
2. Document the key(s) has been issued and have the recognized keyholder sign for the key(s).
3. Provide written instructions (can be emailed) to the keyholder each time the key is issued that note:
 - a. the emergency contact information for the Association; and,
 - b. procedures on how to properly open the building for each session; and,
 - c. procedures to secure the building after each session.
4. The issued key shall be returned to the CAM within 48-hours after the scheduled event.
5. Document the key(s) has been returned.

What Happens if the Keyholder Loses the Key(s)?

Lost keys shall be reported to the CAM immediately. Replacement of lost keys shall be reimbursed to the Association by the responsible party at the cost provided by the vendor.

What Happens if the Facility is Damaged by Intent or Neglect of Attendees of the Meeting Session?

It is expected the facility will be returned to its original condition after the conclusion of every meeting. Any damage considered more than normal wear and tear shall be reported to the CAM immediately. The organization using the room while the damage occurred shall be responsible for any costs associated with the repair to its condition immediately prior to the damage.

Who Is the Final Authority that Determines Damage?

The Stoneybrook at Heritage Harbour Community Association Board of Directors shall be the final authority to determine damage is in excess of normal wear and tear.

DATE: May 22, 2023

SUBJECT: CDD and HOA Meetings at 200 Golden Harbour Trail

PAGE: 3 of 3

What Happens When a Scheduling Conflict is Identified?

Any scheduling conflict shall be coordinated by the Stoneybrook CAM as soon as the conflict is identified; however, if a resolution can not be agreed by the involved parties then the the priority shall be:

1. The first entity reserving the room shall take priority.
2. If the first entity reserving the room cannot be clearly identified then the Association's event shall take priority.

When Is the Policy within this Memorandum Effective?

This policy is effective on the date of issue.

How Long is the Policy within this Memorandum in Effect?

This memorandum is in effect indefinitely unless superseded by a new memorandum on the same subject.

Please contact me directly if you have any questions at directorduries@gmail.com.

Thank you,

A handwritten signature in dark ink, appearing to read "Shawn P. Durie". The signature is fluid and cursive, with the first name "Shawn" and last name "Durie" clearly distinguishable.

SHAWN P. DURIE
President

Tab 7

THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE
EXAMINATION BY AND RETURN TO:

Andrew H. Cohen, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240

EASEMENT AGREEMENT
(Monument Sign)

THIS EASEMENT AGREEMENT (“Easement Agreement”) is made effective as of the ____ day of _____, 2023 (the “Effective Date”), between Heritage Harbour South Community Development District, formed under Chapter 190, Florida Statutes (the “Grantor”), and Sarasota County Public Hospital District d/b/a Sarasota Memorial Hospital (the “Grantee”).

W I T N E S S E T H

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

WHEREAS, the Grantor owns certain roadways and property within the Heritage Harbour South Community Development District community; and

WHEREAS, the Grantee operates an SMH Urgent Care and Health Care Center located at 1040 River Heritage Blvd., Bradenton, FL 34212.

WHEREAS, the Grantee currently maintains a monument sign and related infrastructure on Grantor’s property as shown in “Exhibit A;” and

WHEREAS, the Grantee desires to replace the current monument sign as described in “Exhibit A,” with a proposed new monument sign as described in “Exhibit B.”

WHEREAS, the Grantee desires to obtain an easement over, on, and upon the Grantor’s property for the removal of the current monument sign and the permitting, construction, and maintenance of the proposed monument sign; and

WHEREAS, the Grantor has agreed to grant an easement to Grantee over, on, and upon the Grantor's property upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easements. Subject to the terms of this Easement Agreement, Grantor hereby grants to Grantee for itself, and its successors, assigns, members, guests, invitees, employees and contractors, a perpetual, easement on, over and upon the designated area for the purpose of permitting, constructing, installing, maintaining, repairing, removing, and replacing a monument sign designated at the entrance of 1040 River Heritage Blvd., Bradenton, FL 34212. The size and location of the sign will not be increased, changed, or modified from "Exhibit B" without the prior written consent of Grantor. Grantor shall not unreasonably withhold or delay giving its consent to any such requests.
2. Compliance with Law and Indemnification. Grantee shall comply with all applicable building codes, laws, rules, regulations, and requirements of all governmental authorities including, but not limited to, the Grantor, pertaining to this Easement Agreement. Grantor and Grantee, respectively, to the extent allowable by law and, specifically, without Grantor waiving its sovereign immunity protections, shall indemnify, defend, and hold each other harmless against any and all claims, demands, loss, damage, liabilities, and expenses, and all suits, actions, and judgments (including, but not limited to, costs and attorney's fees) incurred or sustained by the other party, as a result of any act or omission of the indemnifying party or its employees, agents, representatives, members, contractors, guests or invitees, with respect to the use, operation, maintenance of the monument sign; provided, however, that neither party shall be responsible to the other for consequential damages including, without limitation, lost profits. The indemnifying party shall give prompt and timely notice of any claim made or suit or action commenced against it to the other party which in any way would result in indemnification under this Easement Agreement. The provisions of this Paragraph 2 shall survive the termination of this Easement Agreement.
3. Construction. Grantee covenants and agrees to be solely responsible for all permitting, construction, and installation of the proposed monument sign in "Exhibit B." As referenced above, any changes or modifications to the proposed monument sign in "Exhibit B" require prior written consent from Grantor. Grantee also covenants and

agrees to be solely responsible for demolition and removal of the current monument sign in "Exhibit A."

4. Maintenance. Grantee covenants and agrees to be solely responsible for all maintenance, repair, and replacement of the monument sign (including the electrical box and related hardware, if applicable). The monument sign shall be maintained in the condition and appearance consistent with the high-quality character of the Heritage Harbour South community where it is located. All maintenance, repair and replacement of the monument sign shall be conducted in accordance with applicable rules of the Heritage Harbour South Community Development District. If Grantee desires to make material alterations or repairs to the monument sign, Grantee shall first obtain prior approval of the Grantor. Grantor shall not unreasonably withhold or delay giving its consent to any such requests. All maintenance activities, including repairs or replacement, shall be conducted by Grantee such that it does not materially and adversely impact Grantor's property including, but not limited to, the roadways or landscaping within the Heritage Harbour South community. Grantee shall pay all reasonable expenses incurred by Grantee in connection with any maintenance of the monument sign, including electricity costs, if applicable, as well as any damages to Grantor's property caused by Grantee in conjunction with Grantee's exercise of its rights pursuant to this Easement Agreement.
5. Liens. Grantee shall not permit any liens to encumber the monument sign. In the event any such lien is recorded against the monument sign or any portion thereof, Grantee shall have thirty (30) days after Grantee receives written notice of the recorded lien from Grantor to have the lien satisfied, released, or transferred to bond. If the lien is not satisfied, released, or transferred to bond within such thirty (30) day period, the Grantor having title to any such encumbered portion of monument sign, shall have the right, but not the obligation, to cause such lien to be satisfied, released, or transferred to bond, and Grantee shall pay within thirty (30) days of demand all of Grantor's reasonable, third-party, out-of-pocket costs in connection therewith including, without limitation, attorney's fees and other costs of collection, together with interest thereon at an annual rate of eight percent (8%) accruing from and after the above referenced thirty day period expires until Grantor's receipt of full payment therefor.
6. Term and Amendment. This Easement Agreement shall be effective as of the Effective Date, and shall be appurtenant to the Grantor, regardless of whether specifically mentioned in any subsequent deed or conveyance of all or part of the monument sign or the real property where located, and shall be binding on and inure to the benefit of the parties hereto, the respective grantees, successors, assigns and successors in title. This

Easement Agreement may be amended or modified only by a written instrument signed by the respective parties. No amendment shall become effective prior to a duly executed and acknowledged copy being recorded in the Public Records of Manatee County, Florida. Notwithstanding the foregoing, Grantee may assign this Easement Agreement to Grantee's successor in title unilaterally without the consent of any party whatsoever. This Easement Agreement may be terminated by Grantor after default by Grantee of its obligations under this Easement Agreement and Grantee's failure to remedy such default within thirty (30) days after written notice of such default, or such additional time if such default may not be cured within thirty (30) days.

7. Attorney's Fees. If either party is found by a court of competent jurisdiction to have breached or violated this Easement Agreement then, in addition to any other relief, such party shall be liable for all costs and expenses of the enforcement action of the suit including court costs and reasonable attorney's fees (as defined below), incurred by the party enforcing this Easement Agreement.
8. Notice. Whenever any notice, demand, consent, delivery, or request is required or permitted under this Easement Agreement, it must be in writing and will be deemed to have been properly given when delivered in fact (a) when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or (b) delivered to Federal Express or other nationally recognized overnight courier to the addresses set forth below in each signature block or at such other addresses as are specified by written notice so given in accordance herewith. Notices personally delivered or sent by overnight courier will be deemed given on the date of delivery, notices mailed in accordance with the foregoing will be deemed given three days after deposit in the U.S. mail. Any party hereto may at any time by giving five (5) days' written notice to the other party hereto designate any other address and substitution of the foregoing address to which this notice shall be given and the other parties to whom copies of all such notices hereunder shall be sent.
9. Severability. Invalidation of any term or provision of this Easement Agreement, by judgment or court order, shall not affect any of the other provisions hereof which shall remain in full force and effect.
10. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa. Any reference to "attorney's fees" shall mean reasonable attorney's fees and costs incurred before, during, and after trial litigation, including proceedings to determine entitlement to and reasonableness of fees and costs, as well as appellate and bankruptcy proceedings. The headings used herein are for convenience

only and shall not be given any weight in interpreting or construing the substantive provisions hereof.

11. Authority to Execute Easement Agreement. Each individual executing this Easement Agreement represents that he or she is duly authorized to sign and deliver the Easement Agreement on behalf of the party indicated and that this Easement Agreement is binding on such party in accordance with its terms. This Easement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement this _____ day of _____, 2023.

GRANTOR:

**HERITAGE HARBOUR SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Witnesses:

Name _____

Name _____

Chairman, Board of Supervisors
Address: District Manager
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by ____ physical presence or ____ online notarization by _____, as Chairman of the HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

GRANTEE:

SARASOTA COUNTY PUBLIC HOSPITAL
DISTRICT D/B/A SARASOTA MEMORIAL
HOSPITAL

Witnesses:

Name _____

Chairperson
Address: _____

Name _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2023, by ____ physical presence or ____ online notarization by _____ as
_____ of _____, who is personally known to me or has
produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT “A”

1376_MR



1376_MR

1376_MR

1376_MR

1376_MR

EXHIBIT “B”

Tab 8

Exhibit "A"

Heritage Harbour CDD Signage Repairs

Bid Tabulation Form 5.19.23

				FastSigns	
Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Replace 36"x6" Beacon Harbour Loop panel	1	EA	113.46	113.46
2	Replace 36"x6" Haven Harbour Way panel	1	EA	113.46	113.46
3	Replace 36"x6" Golden Harbour Trail panel	1	EA	113.46	113.46
4	Replace 36"x6" Camden Harbour Drive panel & bracket	1	EA	373.46	373.46
5	Replace street sign end cap	1	EA	260.00	260.00
6	Straighten sign post	5	EA	85.00	425.00
7	Secure street sign end cap	1	EA	260.00	260.00
8	Replace bent stop sign post	1	EA	613.10	613.10
9	Furnish and install 30" diamond crosswalk sign (W11-2) & post. Posts to be 3" fluted aluminum post with R3 Finial, powder coated black	1	EA	1,652.25	1,652.25
10A*	Additional 11' Posts if existing posts cannot be straightened. Posts to be 3" fluted aluminum post with R3 Finial, powder coated black	1	EA	613.10	613.10
10B*	Additional 14' Posts if existing posts cannot be straightened. Posts to be 3" fluted aluminum post with R3 Finial, powder coated black	1	EA	1,514.70	1,514.70
11	Installation	1	LS	750.00	750.00
Total					6,801.99

10* - posts only to be used if existing post is damaged and cannot be straightened



Straighten or replace stop sign on Harbour Lights Way



Straighten no parking sign on Beacon Harbour Loop



Straighten or replace stop sign on Harbour Lights Way



Straighten pedestrian sign on Stone Harbour Loop

Heritage Harbour –Signage Repairs – April 2023

3604 53rd Ave. East – Bradenton, Florida 34203; Phone: (941) 251-7613



Secure end cap at Lakeport Loop

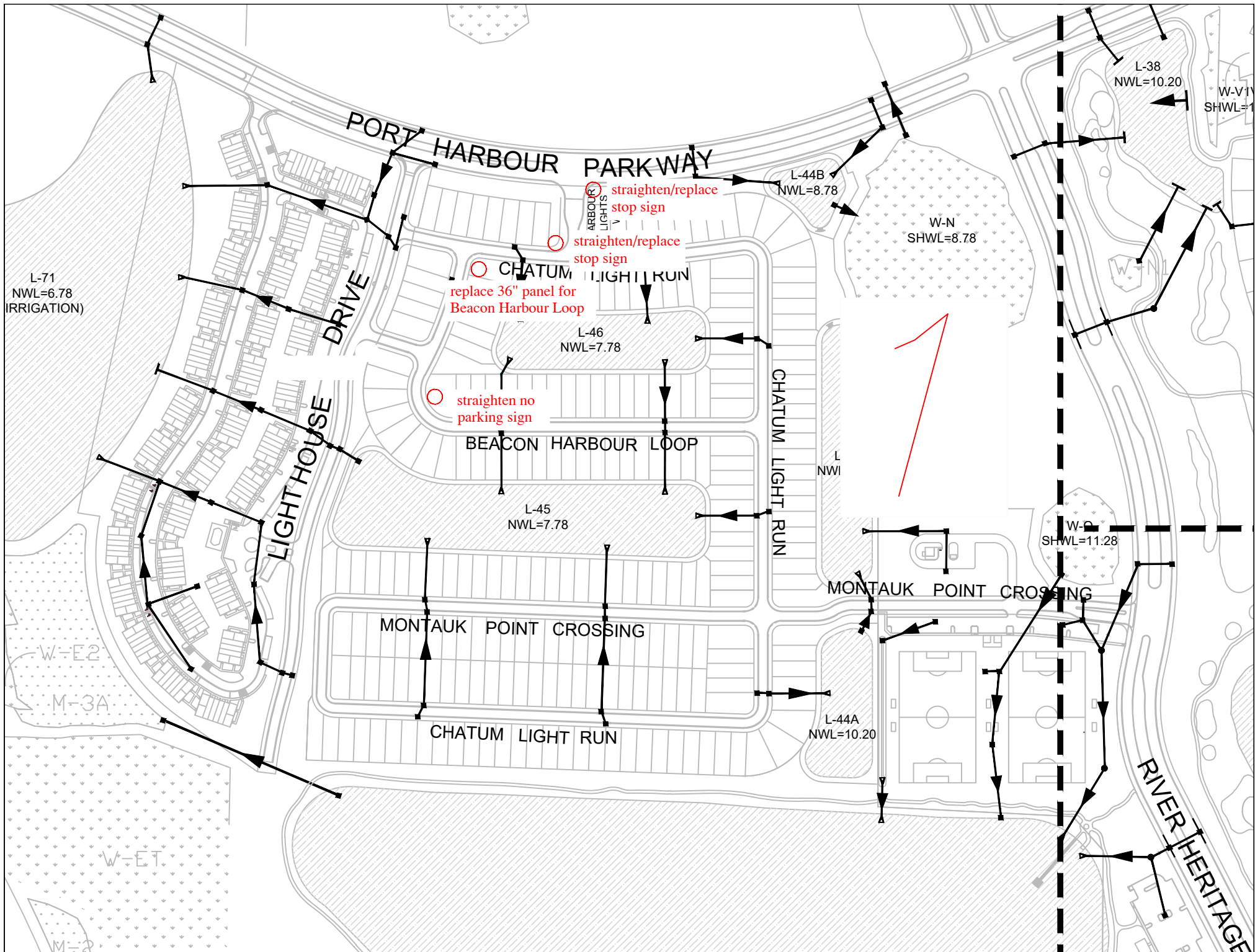


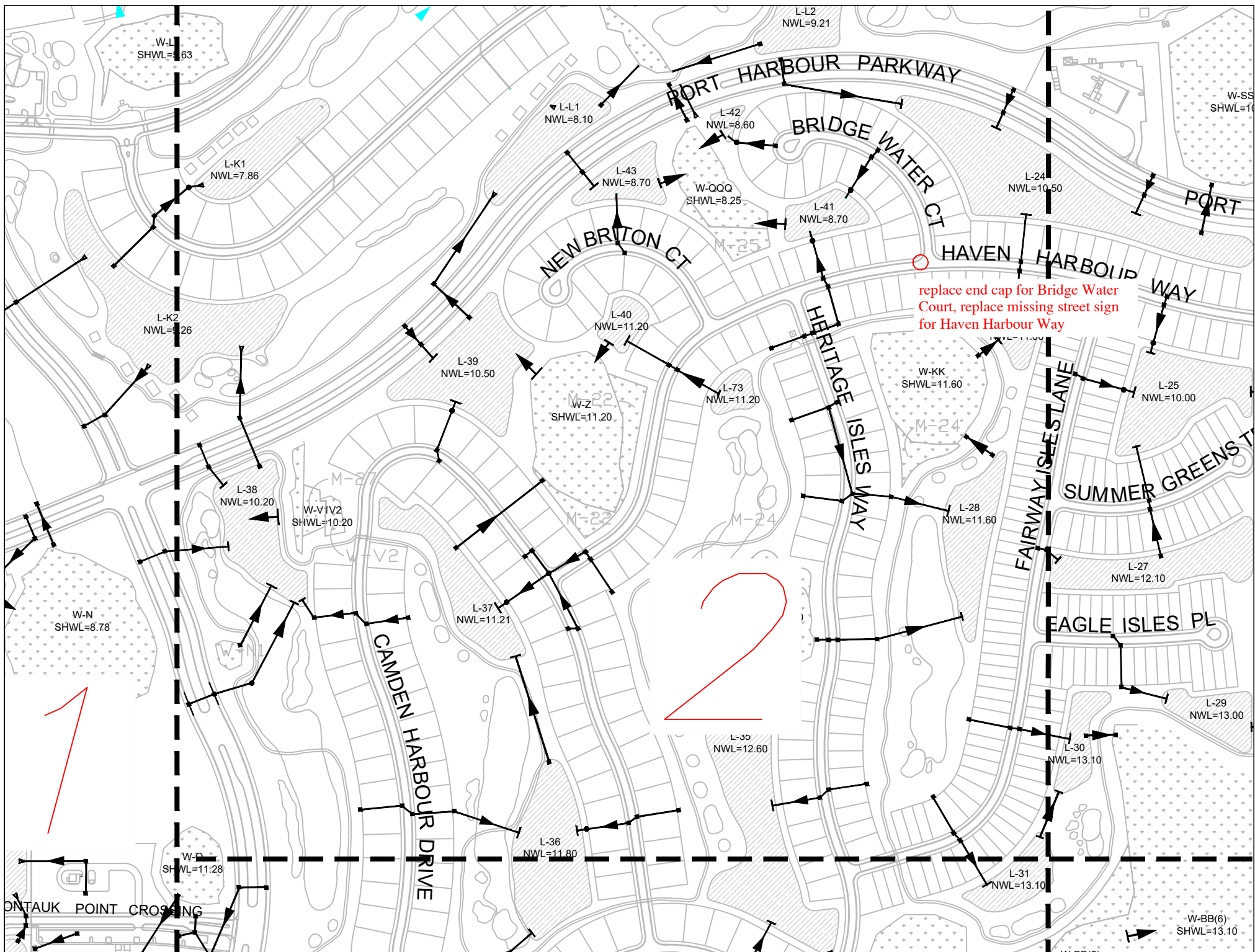
Straighten stop sign at Winter Harbour Way

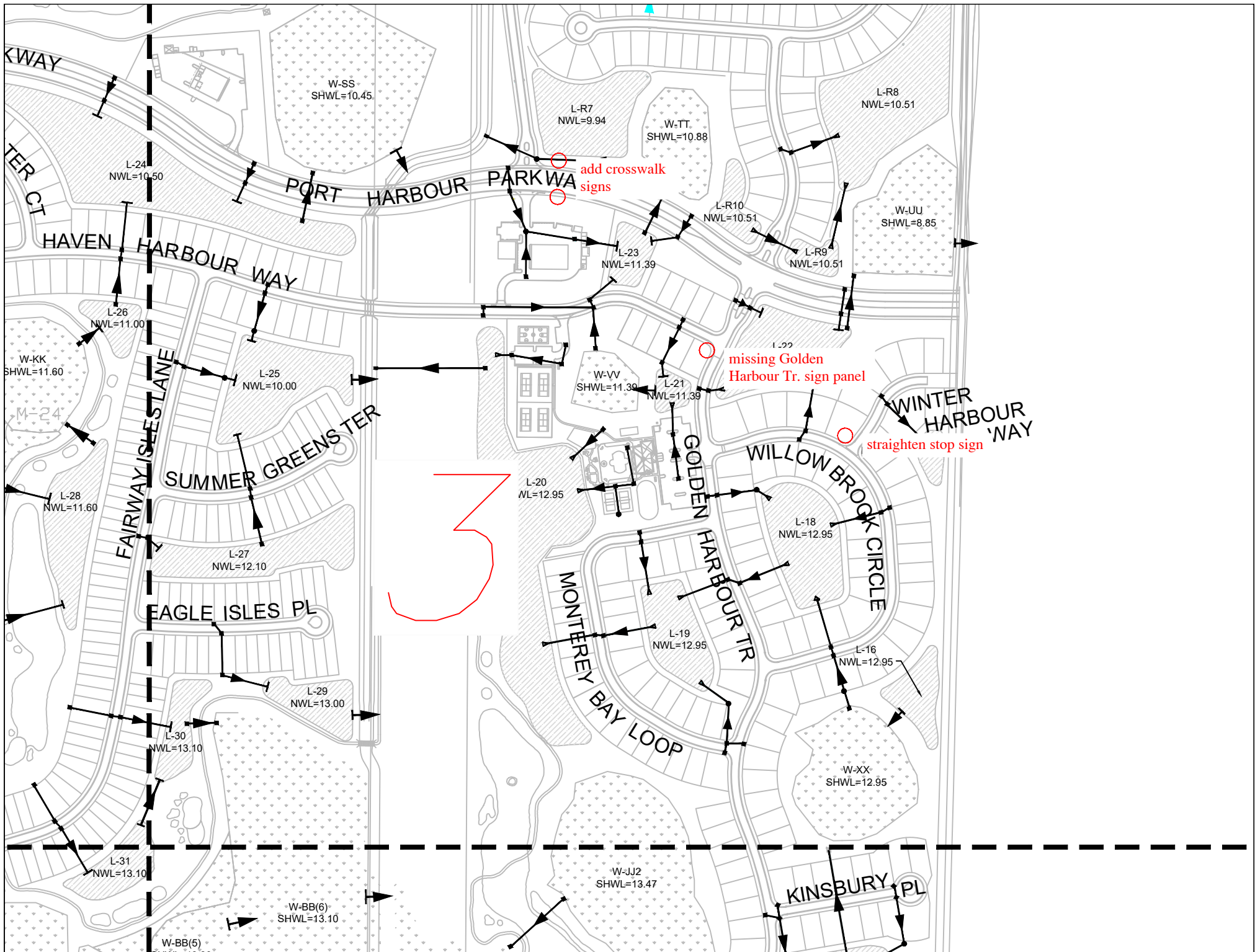
Heritage Harbour –Signage Repairs – April 2023

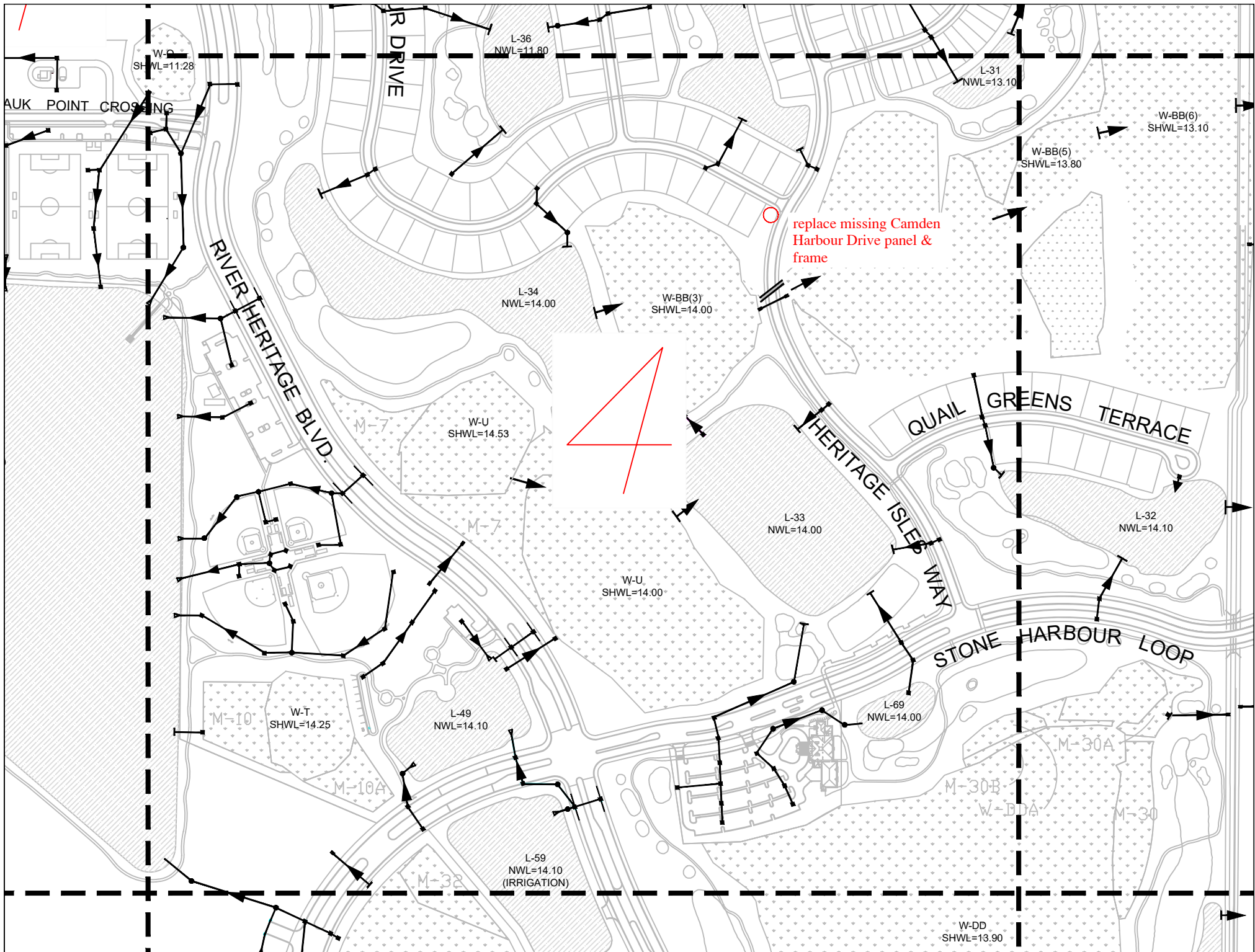
3604 53rd Ave. East – Bradenton, Florida 34203; Phone: (941) 251-7613

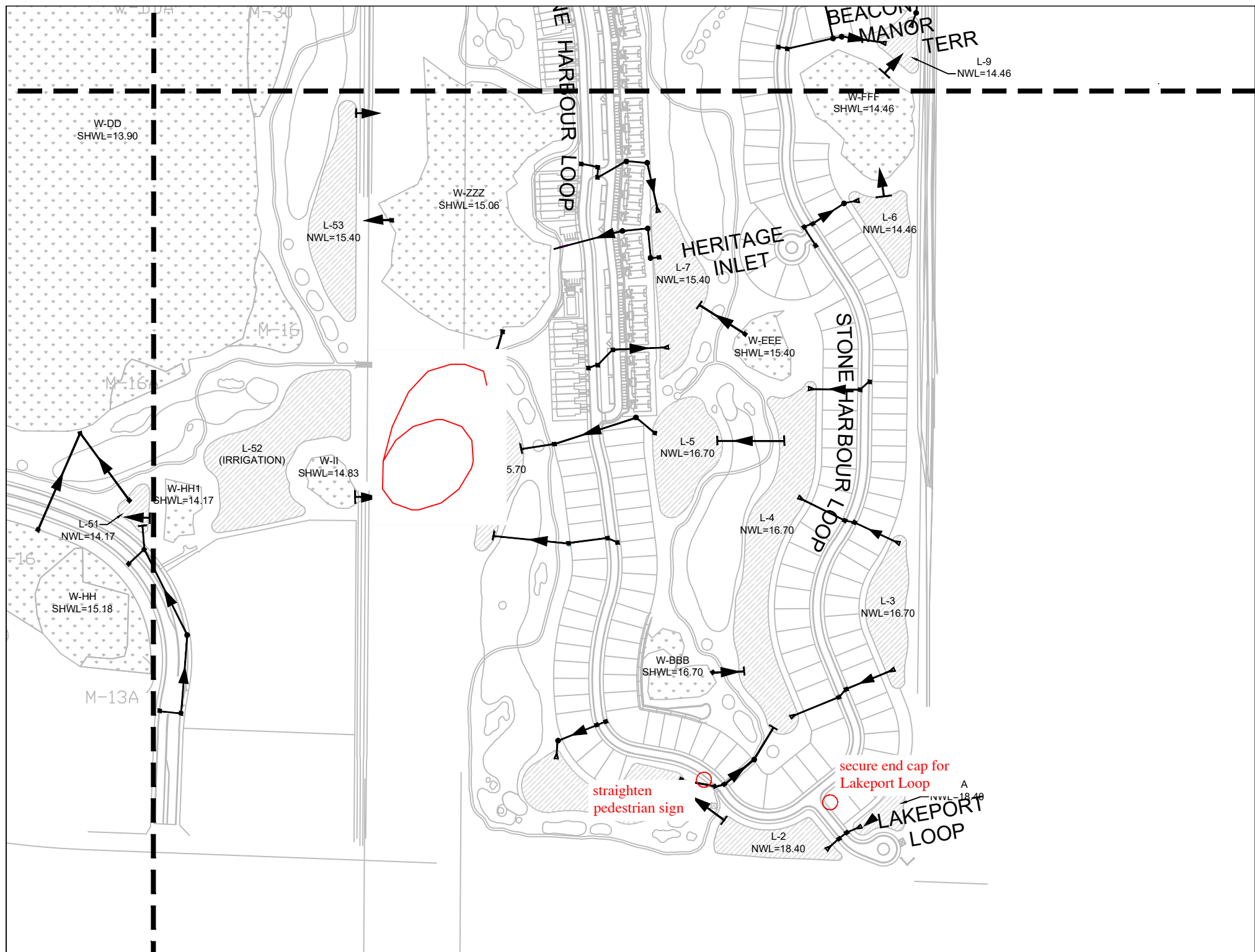












Tab 9



Rizzetta & Company

June 6

District Manager's Report

2023

H
E
R
I
T
A
G
E

H
A
R
B
O
U
R

S
O
U
T
H

C
D
D

UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** July 11, 2023
- **Location:** Stoneybrook Recreation Center, 200 Golden Harbour Trail, Bradenton, FL 34212

FINANCIAL SUMMARY

4/30/2023

General Fund Cash & Investment Balance:	\$507,540
Reserve Fund Cash & Investment Balance:	\$651,142
Debt Service Fund Investment Balance:	\$1,329,535
Total Cash and Investment Balances:	\$2,488,217
General Fund Expense Variance:	\$31,445 Under Budget

RASI Reports rasireports@rizzetta.com • CDD Finance Team CDDFinTeam@rizzetta.com

Professionals in Community Management