



Rizzetta & Company

# **Heritage Harbour South Community Development District**

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## **Board of Supervisors' Regular Meeting June 6, 2023**

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

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

<b>District Board of Supervisors</b>	Philip Frankel Robin Spencer Mike Neville Thomas Bakalar Eric Hallberg	Chair 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)

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 Agreement .....Tab 7

**B. District Engineer**

1. Consideration of Signage Repair Bids .....Tab 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 2<sup>ND</sup> 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 2<sup>nd</sup> 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	<b>Board Supervisor, Chair</b>
Robin Spencer	<b>Board Supervisor, Vice Chair</b>
Tom Bakalar	<b>Board Supervisor, Asst. Secretary</b>
Eric Hallberg	<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>
Venessa Smith	<b>Senior Accountant; Rizzetta &amp; Company</b>
Scott Brizendine	<b>Vice President of Operations; Rizzetta &amp; Co.</b>
Kayla Connell	<b>DFS; Rizzetta &amp; Company</b>
Andy Cohen	<b>District Counsel; Persson, Cohen Mooney, Fernandez &amp; Jackson P.A.</b>
Rick Schappacher	<b>District Engineer; Schappacher Engineering</b>
Gene Zeiner	<b>Representative; MHOA</b>
Angel Montagna	<b>Representative; Inframark (via Phone)</b>

Audience	<b>Present</b>
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**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

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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 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>
<b>Total</b>				<b><u>\$26,234.81</u></b>



# HERITAGE HARBOUR SOUTH CDD

Meeting Date: April 4, 2023

## SUPERVISOR PAY REQUEST

<u>Name of Board Supervisor</u>	<u>Check if paid</u>
Mike Neville	✓
Philip Frankel	✓
Eric Hallberg	✓
Robin Spencer	✓
Thomas Bakalar	✓

MN040423  
PF040423  
EH040423  
RS040423  
TB040423

(\*) Does not get paid

NOTE: Supervisors are only paid if checked.

## EXTENDED MEETING TIMECARD

Meeting Start Time:	402P
Meeting End Time:	1025P
Total Meeting Time:	2H23M

Time Over \_\_\_\_\_ (?) Hours:

Total at \$ \_\_\_\_\_ per Hour:

## ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.655
Mileage to Charge	\$0.00

DM Signature: \_\_\_\_\_

*P. Newsome*

fastsigns.com

Completed Date: 3/27/2023  
Payment Terms: COD Customer  
**Payment Due Date: 3/27/2023**

**Created Date:** 2/21/2023

**DESCRIPTION:** Radar Signs

**Bill To:** Heritage Harbour CDD South  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614  
US

**Installed:** Heritage Harbor Master Association c/o C&S  
Rick Schappachereng  
7155 Grand Estuary Trail  
Bradenton,, FL 34212  
US

**Ordered By:** Rick Schappachereng  
Email: rick@schappachereng.com  
Work Phone: (941) 251-7613  
Tax ID: 85-8012556683C-1

**Salesperson:** Stacy Jarrell  
Entered By: Stacy Jarrell

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	<b>Reflective Radar Signs</b>	6	\$121.0033	\$0.00	\$726.02
1.1	<b>Aluminum -</b>  <b>Part Qty:</b> 1 <b>Width:</b> 18.00" <b>Height:</b> 24.00" <b>Sides:</b> 1 - Thickness: 063 Aluminum - Radial Corners (Optional): 1.5" - Vinyl Type: Standard Vinyl - Laminate Type: Cast Gloss 8518 - Vinyl Color: Clear  <b>Text:</b> SPEED CHECKED BY RADAR				
2	<b>Installation</b>	6	\$37.50	\$0.00	\$225.00
2.1	<b>Installation -</b>  - # of Hours: 0.25  <b>Notes:</b> Install traffic signs on existing U_Channel post per customer- provided layout				
3	<b>CHANGE ORDER</b>	1	\$100.00	\$0.00	\$100.00
3.1	<b>Installation -</b>          <b>Notes:</b> ***REPAIR SIGN PANEL ON LIGHTHOUSE AND GRAND HARBOUR				

Payment Terms: Any balance due is payable upon pickup, installation, or

delivery unless you have existing payment terms already on file. Invoices not paid with terms will be assessed a \$100 late fee. Unpaid balance shall accrue interest at the maximum rate allowed by law until the balance is paid in full. Payments shall be first credited to any late fees, then to interest due and any remainder will be credited to principal. Purchaser will be responsible for all additional costs including legal, court and collection fees associated with collection of past due invoices.

<b>Subtotal:</b>	<b>\$1,051.02</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Taxes:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$1,051.02</b>
<b>Amount Paid:</b>	<b>\$475.51</b>
<b>BALANCE DUE:</b>	<b>\$575.51</b>

TRANSACTIONS		
Date	Type	Amount
3/1/2023	Check 100074	\$475.51

Thank you for choosing FASTSIGNS for your sign and graphic needs. Customer has accepted responsibility for verifying all information, quantities and pricing on the order are correct. Pricing per unit could change with deletion of items or items. All work is custom, customer acknowledges there are NO REFUNDS on placed orders. Customers may be entitled to an in-store credit valid for 90 days. Estimated due dates for job completion are based upon current production schedule after we receive your artwork, deposit and all the specifications necessary to complete your job are done with best efforts but are not guaranteed. Orders not picked up after 30 days of order completion are considered abandoned and will be disposed of at the discretion of FASTSIGNS 174101 unless otherwise indicate or agreed on workorder in advance.

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

**RECOMMENDED FOR PAYMENT:**

 3/29/23

License #ET11001030



# INVOICE

**BILL TO**

Heritage Harbour South CDD  
12750 Citrus Park Lane  
Tampa, FL 33625

**INVOICE #** 21223**DATE** 04/01/2023**DUE DATE** 04/16/2023**TERMS** Net 15

DESCRIPTION	AMOUNT
CDD Website Services - Hosting, support and training	150.00
CDD Ongoing PDF Accessibility Compliance Service	234.38
<hr/>	
Quarterly service	BALANCE DUE
	<b>\$384.38</b>

  
PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.  
ATTORNEYS AND COUNSELORS AT LAW

# INVOICE

Invoice # 3396  
Date: 04/03/2023  
Due On: 05/03/2023

Heritage Harbour South Community Development District  
cddinvoice@rizzetta.com  
3434 Colwell Avenue, Ste 200  
Tampa, Florida 33614

## Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
( \$0.00	+ \$3,900.00	) - ( \$0.00	) = <b>\$3,900.00</b>

## HHSOUTH

## Heritage Harbour South Community Development District

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	AHC	03/06/2023	Tele-conv. with Chairman. Contact Manatee County Sheriff's counsel. Continued review of agenda package and prepare for 3/7 CDD meeting.	2.00	\$280.00	\$560.00
Service	AHC	03/07/2023	Review revised agenda package. Review documents sent by District Manager re: meeting with FDOT. Final preparation for CDD meeting and attend meeting.	4.00	\$280.00	\$1,120.00
Service	AHC	03/08/2023	Review draft notice re: illegal dumping in preserves and provide comments. Follow-up on action items from 3/7 CDD meeting.	0.75	\$280.00	\$210.00
Service	AHC	03/09/2023	Prepare for and attend call with eminent domain counsel to discuss request by FDOT. Follow-up e-mail to Chairman and District Manager.	0.50	\$280.00	\$140.00
Service	AHC	03/10/2023	Forward sample Golf Cart Resolutions to Board and District Manager. Prepare draft Investment Resolution and e-mail to District management for inclusion in April agenda package, with copy to Chairman.	0.75	\$280.00	\$210.00
Service	AHC	03/20/2023	Exchange e-mails re: SMH sign. Review and reply to e-mails re: revisions to MCSO agreement. Tele-conv. with Chairman re:	1.00	\$280.00	\$280.00

pending items.

Service	AHC	03/24/2023	Exchange e-mails with Ryan Reese and forward attorney authorization for upcoming agenda package	0.25	\$280.00	\$70.00
Service	DPL	03/25/2023	Research and drafting on SMH monument sign easement.	1.20	\$250.00	\$300.00
Service	AHC	03/28/2023	Initial review of agenda package for April CDD meeting.	0.25	\$280.00	\$70.00
Service	AHC	03/29/2023	Exchange e-mails re: revisions to draft MCSO Agreement.	0.25	\$280.00	\$70.00
Service	DPL	03/30/2023	Continued work on SMH easement and reviewed case law.	0.80	\$250.00	\$200.00
Service	AHC	03/30/2023	Tele-conv. with Chairman and review pending items. Continued review of issues regarding MCSO contract. Review draft minutes from 3/7 CDD meeting and provide revisions.	0.75	\$280.00	\$210.00
Service	DPL	03/31/2023	Finished draft of SMH easement and exhibits and sent to counsel.	1.00	\$250.00	\$250.00
Service	AHC	03/31/2023	Prepare redline to MCSO agreement terms to address independent contractor relationship. E-mail to Chair for review/comment. Forward revisions to MCSO counsel.	0.25	\$280.00	\$70.00
Service	AHC	03/31/2023	Review draft easement for SMH monument prepared by associate counsel. Revise easement and e-mail to Chairman for review/comment.	0.50	\$280.00	\$140.00
				<b>Subtotal</b>		<b>\$3,900.00</b>
				<b>Total</b>		<b>\$3,900.00</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3396	05/03/2023	\$3,900.00	\$0.00	\$3,900.00
<b>Outstanding Balance</b>				<b>\$3,900.00</b>

Total Amount Outstanding      \$3,900.00

*Please make all amounts payable to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A. and remit to 6853 ENERGY COURT, LAKEWOOD RANCH, FL 34240.*

*Payment is due 30 days from receipt of this invoice. Thank you.*

**Rizzetta & Company, Inc.**  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

# Invoice

Date	Invoice #
4/1/2023	INV0000078818

**Bill To:**

HERITAGE HARBOUR SOUTH CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of	Terms	Client Number
April	Upon Receipt	00261

[illegible]



Schappacher Engineering LLC

PO Box 21256  
Bradenton, FL 34204  
941-251-7613

# Invoice

Date	Invoice #
4/10/2023	2382

Bill To
Heritage Harbour South CDD C/O Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

		Terms	Project	
		Due on receipt	HH South CDD Engineering...	
Serviced	Description	Quantity	Rate	Amount
3/1/2023	Redline ownership maps to show recently dedicated parcels from Lennar to CDD, coordinate revisions with staff.	1.25	150.00	187.50
3/3/2023	Review e-mail and photos from CDD chairperson for sign and irrigation leak, respond.	0.25	150.00	37.50
3/6/2023	CADD efforts to update ownership map.	0.5	110.00	55.00
3/7/2023	Prep work for CDD meeting. Review agenda items, print pertinent documents for board members. Review and redline ownership map and coordinate revisions with staff. Attend CDD meeting and site reviews.	5	150.00	750.00
3/10/2023	Phone conversation with CDD chairperson to discuss concerns. Send contact information to him from Marketplace. Review pressure washing proposal and respond to district manager.	0.5	150.00	75.00
3/13/2023	CADD efforts to update ownership map.	1.75	110.00	192.50
3/15/2023	Prepare justification of costs for Rizzetta. Call from board member and follow up with Marketplace contractor for work on CDD property. Download and log photos.	0.75	150.00	112.50
3/15/2023	CADD efforts to update ownership map.	1.5	110.00	165.00
3/21/2023	Coordinate repair work at Beacon Lake with Marketplace and update board members. Coordinate with sign vendor for radar enforced signs. Coordinate with CDD chairperson for budget items. Prepare photo summary of sidewalk deficiency complaint at 8748 Monterey Bay Loop. Prepare photo summary report of golf cart deficiencies and send to Rizzetta for next agenda package. Updates with Mark Bruce.	2.25	150.00	337.50
3/22/2023	Discussion with CDD chairperson on golf cart crossing concerns. Follow up with Mark Bruce on concerns and solutions. Coordinate with sign vendor on installation of radar signs, send revised map.	0.75	150.00	112.50
3/27/2023	Review revised ownership map and forward to Rizzetta to include in next agenda package. Print documents for site meeting with Mark Bruce and discuss golf cart deficiencies with CDD chairperson.	0.75	150.00	112.50
3/28/2023	Site meeting with Mark Bruce to review golf cart crossings for additional signage and striping improvements. Prepare maps for annual asset reviews.	1.75	150.00	262.50
3/29/2023	Review signage invoice and send to Rizzetta for payment.	0.25	150.00	37.50
Please make checks payable to Schappacher Engineering Thank you for your business!		<b>Total</b>		

Schappacher Engineering LLC

PO Box 21256  
Bradenton, FL 34204  
941-251-7613

# Invoice

Date	Invoice #
4/10/2023	2382

Bill To
Heritage Harbour South CDD C/O Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

		Terms	Project	
		Due on receipt	HH South CDD Engineering...	
Serviced	Description	Quantity	Rate	Amount
3/30/2023	Prep work for upcoming CDD meeting, review agenda and print pertinent documents. Coordinate with Marketplace consultant on striping along River Heritage Isles. Review and log photos of work being done for Marketplace storm system connection to Beacon Lake. Prepare maps for annual asset review of roads, striping, signage and sidewalks.	1.75	150.00	262.50
Please make checks payable to Schappacher Engineering Thank you for your business!		<b>Total</b>		\$2,700.00

# Heritage Harbour Billing Summary

Schappacher Engineering, LLC

Date	General District Svcs, CDD Mtgs	Community Signage & Striping	Radar Sign Reports	Sidewalk & Roadway Review & Repairs	Irrigation System	Annual Site Reviews	Storm Water System Inspection & Repairs	Stone Harbour Loop Security & Sound Issues	Pressure Washing Curbs & Sidewalks	Parcels 19, 24, 20 & 35	Ownership and Map Updates	Golf Course Assistance
3/1/2023											187.50	
3/3/2023					37.50							
3/6/2023											55.00	
3/7/2023	750.00											
3/10/2023									75.00	75.00		
3/13/2023											192.50	
3/15/2023										112.50		
3/15/2023											165.00	
3/21/2023	75.00	75.00		112.50						75.00		
3/22/2023				112.50								
3/27/2023				112.50								
3/28/2023				112.50		150.00						
3/29/2023		37.50										
3/30/2023		75.00				112.50				75.00		
<b>Monthly Total</b>	\$825.00	\$187.50	\$0.00	\$450.00	\$37.50	\$262.50	\$0.00	\$0.00	\$75.00	\$337.50	\$600.00	\$0.00
<b>Annual Total</b>	<b>\$3,412.50</b>	<b>\$637.50</b>	<b>\$450.00</b>	<b>\$1,125.00</b>	<b>\$187.50</b>	<b>\$337.50</b>	<b>\$412.50</b>	<b>\$1,125.00</b>	<b>\$937.50</b>	<b>\$337.50</b>	<b>\$600.00</b>	<b>\$75.00</b>

**HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · 3434 COLWELL AVE SUIT 200 · TAMPA, FLORIDA 33614

**Check Request**

Amount: \$12,463.00

Date: 4/5/23

Payable to: Stoneybrook at Heritage Harbour

Address: 200 Golden Harbour Trail  
Bradenton FL 34212

Reason: Reimburse for Hurricane expenses

Requestor: Christina Newsome

Special Instructions:

Code to 001-57900-6409

Approved by

---



**TERRY'S**  
TREE SERVICE

## Terry's Tree Service of SW FL LLC

4304 Lorraine Rd  
Bradenton, FL 34211  
941-748-4484  
info@terrys-treeservice.com

Invoice #20009

Date: 12/08/2022

From: Wright, Chris

### Invoice For

#### Stoneybrook at Heritage Harbor HOA

Stoneybrook HOA  
200 Golden Harbour Trail  
Bradenton, FL 34212

mail: 941-750-9688

manag@stoneybrookhoa@gmail.com, ezeinerhmapresident@gmail.com, lweiss@theiconteam.com

#### Location

200 Golden Harbour Trail  
Bradenton, FL 34212

#### Terms

Due Upon Receipt

ITEM DESCRIPTION	QUANTITY	AMOUNT
<b>2) Stump Grinding</b> *Grind stumps and roots balls for replanting * Stump grindings will be left on-site and spread evenly. * Stump grindings can be removed to grade for an additional fee. * Please review the stump grinding disclaimer in the Terms and Conditions.	7	\$ 1,225.00
<b>3) Tree Trimming</b> Center island on Stone Harbour Loop  *Remove storm damaged limbs *Interior clean for architectural appeal	12	\$ 1,500.00
<b>6) Tree Removal</b> *Remove palm tree along left side of Heritage Isles Way	1	\$ 300.00

*All balances not paid by the due date are subject to late fees. Acceptable payment methods are cash, check, credit card (3% fee applied), or ACH payments (1% fee with cap of \$10 applied). Please mail checks to the above address. Please contact the office at (941) 748-4484 if you have inquiries about this invoice.*

INVOICE TOTAL	\$ 3,025.00
Check PAYMENT	\$ 3,025.00
BALANCE DUE	\$ 0.00

Stoneybrook at Heritage Harbour Community Asso.  
200 Golden Harbour Trail  
Bradenton, FL 34212

# INVOICE

INVOICE # 100  
DATE: 2/28/2023

Christine Newsome  
CDD District Manager

DESCRIPTION	TOTAL
<ol style="list-style-type: none"><li>1. Stump grinding – this work was done on the SHL median strip (parcel 1102035409, owned by CDD South), on the South side of SHL (same parcel), and on Haven Harbour (parcel 1102021059, owned by CDD South) and on the North side on a Lennar owned parcel. One could argue that grinding is not part of clean up, but it certainly needed to be done. To account for this, I suggest a 50/50 split, but it is your decision.</li><li>2. Tree trimming – also done on the SHL median. Again, I suggest a 50/50 split, to account for the interior clean which should rightfully be a Stoneybrook expense.</li><li>3. Tree removal – this was done on parcel 1102020459, owned by Lennar. Therefore, it is a Stoneybrook expense.</li></ol>	\$1512.50
TOTAL DUE	
\$1512.50	

**Stoneybrook at Heritage Harbour.**

200 Golden Harbour Trail

Bradenton, FL 34212

Phone: 941-750-9688

**INVOICE**

INVOICE # 98895

DATE: 2/6/2023

**TO:**

Christina Newsome

CDD

3434 Colwell Ave #200

Tampa, FL 33614

Phone: 813-533-2950

DESCRIPTION	TOTAL
Per agreement 50% reimbursement for pick up, removal and disposal of excessive hurricane Ian debris.	\$7,925.50
TOTAL DUE	
	\$7,925.50

Make all checks payable to Stoneybrook at Heritage Harbour.



# TRUSCAPES

3212 26th Ave E  
Bradenton, FL 34208

Phone: (941) 567-6116  
Fax: (941) 747-2555

## Invoice

Invoice # 98895

Date: 10/4/2022

Stoneybrook Homeowners Association  
200 Golden Harbour Trail  
Bradenton, FL 34212

Authorized by: Anna K.

Manager	Project	Terms
Jose J.	Stoneybrook	Due on Receipt

Description	Rate	Amount
Pick up, removal and disposal of excessive hurricane Ian debris which made landfall on the evening of 09/28/2022. This includes small, medium and some large limbs and the removal and disposal of all site debris. (22) techs X (11) hours X \$65.50 per hour = \$15,851.00.	15,851.00	15,851.00
<div>10/14/22 Amount \$15,851.00 Code 7440 Approved by</div>		

<b>Billing inquiries email us at Admin@TruScapesIndustries.com</b> <b>Pay online today at -</b> <b><a href="https://pay.TruScapesIndustries.com">https://pay.TruScapesIndustries.com</a></b> <b>Thank you for your business!</b>	<b>Total</b>	<b>\$15,851.00</b>
	<b>Payments/Credits</b>	<b>\$0.00</b>
	<b>Balance Due</b>	<b>\$15,851.00</b>



## **HERITAGE HARBOUR SOUTH CDD DISASTER RECOVERY PLAN**

The Heritage Harbour South Community Development District (District) comprises distinct areas within its boundaries. Included is the gated area of the Stoneybrook Community and its gatehouse, gates, waterways and roads; the Lighthouse Cove Community and its waterways and roads; and open non-community common areas that contain the recreation fields, waterways and roadways. There is also the Stoneybrook Golf Club and golf course that contains its waterways, cart paths and internal use roadways. In addition, there is a new townhome area adjacent to Lighthouse Cove.

Disaster planning can be prepared for many forms of “disasters” to include major wind damages (hurricane/tornado) as well as flooding, fire, drought and others. For the purpose of this plan, the focus is primarily recovery from wind damage and flooding.

There are several organizations within the District that have maintenance responsibility for the respective structures, waterways, ponds, trees, streetlights and grounds within their areas. Below is a listing of the organizations significant to this planning:

- Heritage Harbour South Community Development District (District)
- Heritage Harbour Master Homeowners Association (Master HOA)
- Stoneybrook Home Owners Association (Stoneybrook HOA)
- Lighthouse Cove Homeowners Association (LHC HOA)
- Stoneybrook Golf Club (Golf Club)

For planning purposes, the list below will address the most significant areas estimated as an effect of major wind damage or flooding event.

### **Wind Damage**

Wind damages could result in trees, streetlights, street signs or structures along the roads potentially falling into the roadways and blocking traffic.

This plan calls for the Master HOA to coordinate with its landscape contractor to clear blockage from trees, vegetation and other wind-blown objects on the roads along the major corridors leading into and through the community. These include the Grand Harbour Parkway, River Heritage Blvd. and Heritage Greens Way. The Stoneybrook HOA and the Lighthouse Cove HOA will coordinate with their landscape contractor to clear similar blockage of the roads throughout their respective community.

The Master HOA, Stoneybrook HOA and Lighthouse Cove HOA will arrange with a vendor of their choice to have structures or other non-vegetation debris removed from the roadways of their respective responsibility to allow for safe traffic movement. Each HOA will also coordinate with Florida Power and Lighting (FPL) to have crews remove fallen streetlights from the roadways in their respective areas, where necessary.

The Golf Club will be responsible for remediating any form of wind damage to its property or grounds.

### Flooding - Drainage Issues (Stormwater System Blockage)

For areas outside of Stoneybrook and Lighthouse Cove, the Master HOA will have primary responsibility to ensure the drainage in the stormwater system is functioning properly. Within Stoneybrook and Lighthouse Cove, the District has primary responsibility to maintain the stormwater drainage systems. During or after a flooding situation, the District will coordinate with its aquatic service provider or other vendors to have blocked structures cleared where necessary. The storm water system within the golf course that is a component of the total District stormwater system would be the responsibility of the District.

### Streetlight System Damage

The streetlights are the responsibility of the HOA for the area in which they are installed. Those along the areas outside of Stoneybrook and Lighthouse Cove would fall under the responsibility of the Master HOA. The Stoneybrook and Lighthouse Cove HOAs would be responsible for those within their respective community boundaries. Coordination for any type of significant disaster damages would be through the respective HOA.

### Funding for Disaster Recover (Wind, Flood, Streetlight Damage, Roadway)

The Master HOA will provide funding for disaster recovery within its area of maintenance responsibility. The Lighthouse Cove HOA and Stoneybrook HOA will coordinate with the CDD for CDD funding for disaster recovery work upon CDD owned property within their respective neighborhoods. Any recovery work on privately owned property including HOA owned, will be the funding responsibility of the property owner.

### Responsible Organization

Below is a list of events that could occur during a disaster event and which organization would have the primary responsibility to respond:

1. Personal injury – Emergency responders from 911 call.
2. Individual home or property damage – Property owner.
3. Streetlights outage – Individually reported to FPL.
4. Streetlights down – Florida Power and Lighting coordination with the responsible HOA
5. Pond drainage issue inside Stoneybrook/golf course or Lighthouse Cove – CDD
6. Pond drainage issue outside Stoneybrook or Lighthouse Cove – Master HOA
7. Street blockage inside Stoneybrook – Stoneybrook HOA
8. Street blockage inside Lighthouse Cove – LHC HOA
9. Street blockage outside Stoneybrook and Lighthouse Cove – Master HOA

10. Structure damage outside Stoneybrook and Lighthouse Cove – Master HOA and coordination with District for insurance

11. Structure damage to gatehouse – CDD

## **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](mailto: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" being the most prominent parts.

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



DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
05/15/02	1376 MR	SS01	JLR	JLR	RAG	1"=40'	1	8	

## **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
<b>Total</b>					<b>6,801.99</b>

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 53<sup>rd</sup> Ave. East – Bradenton, Florida 34203; Phone: (941) 251-7613





Secure end cap at Lakeport Loop



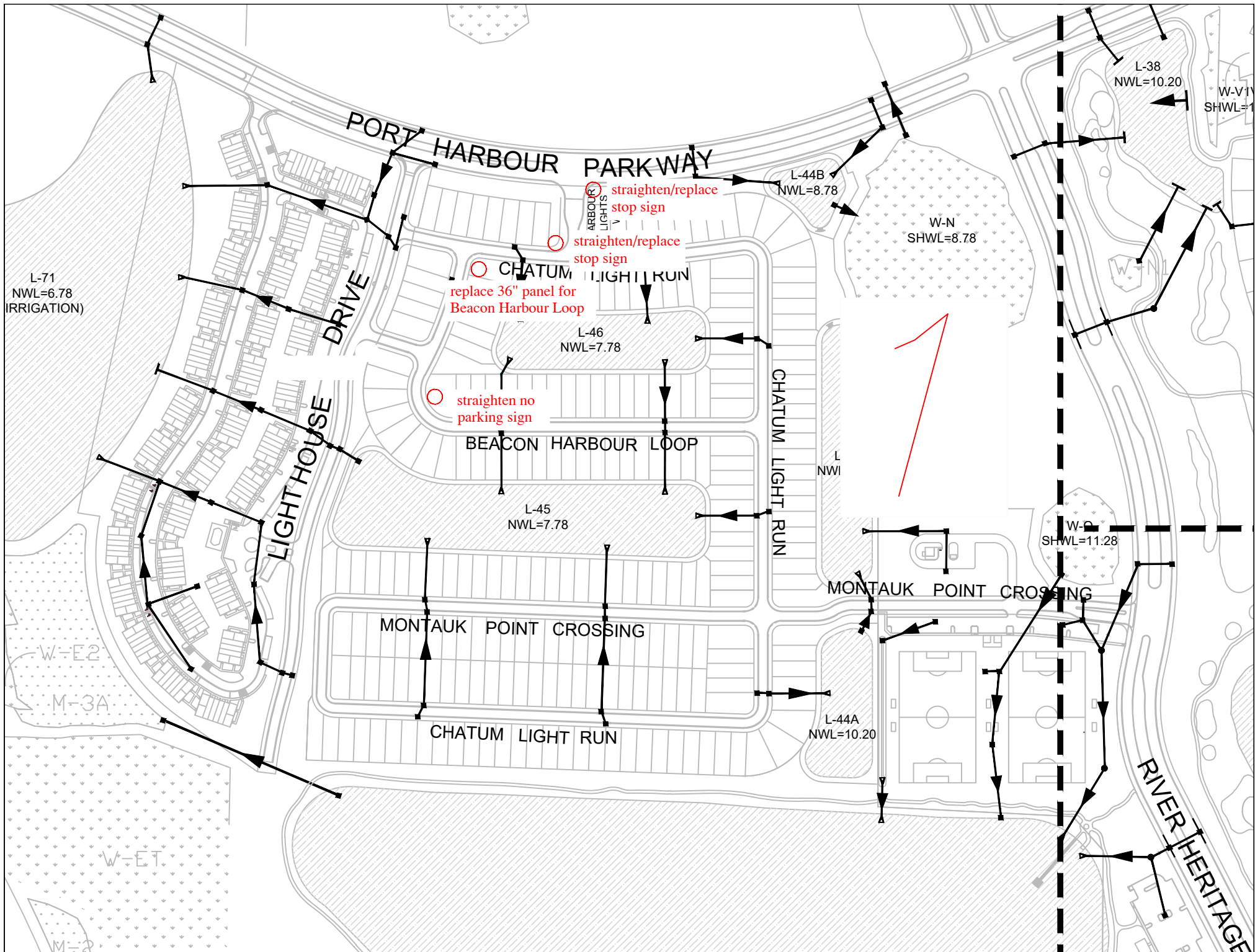
Straighten stop sign at Winter Harbour Way

## Heritage Harbour –Signage Repairs – April 2023

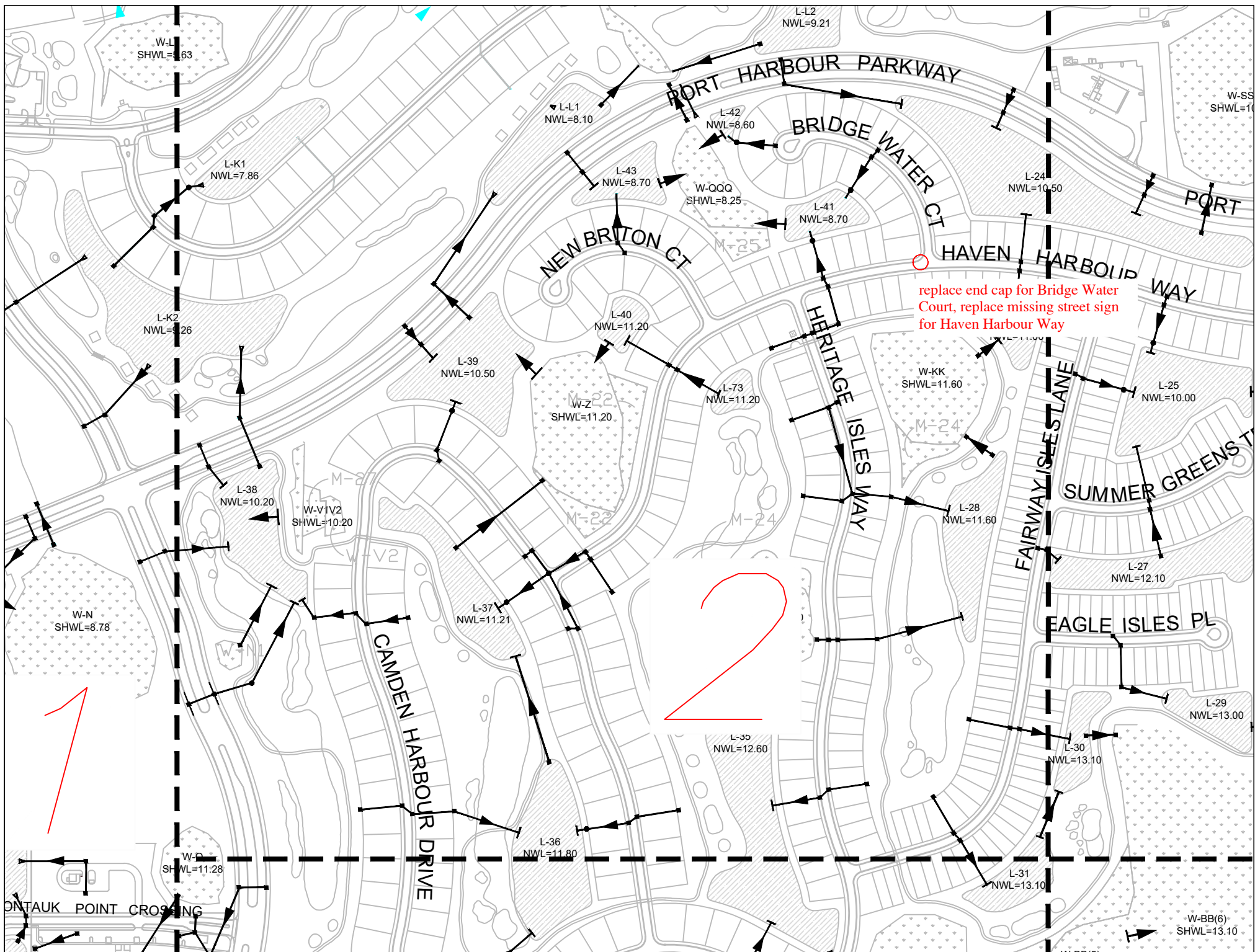
3604 53<sup>rd</sup> Ave. East – Bradenton, Florida 34203; Phone: (941) 251-7613

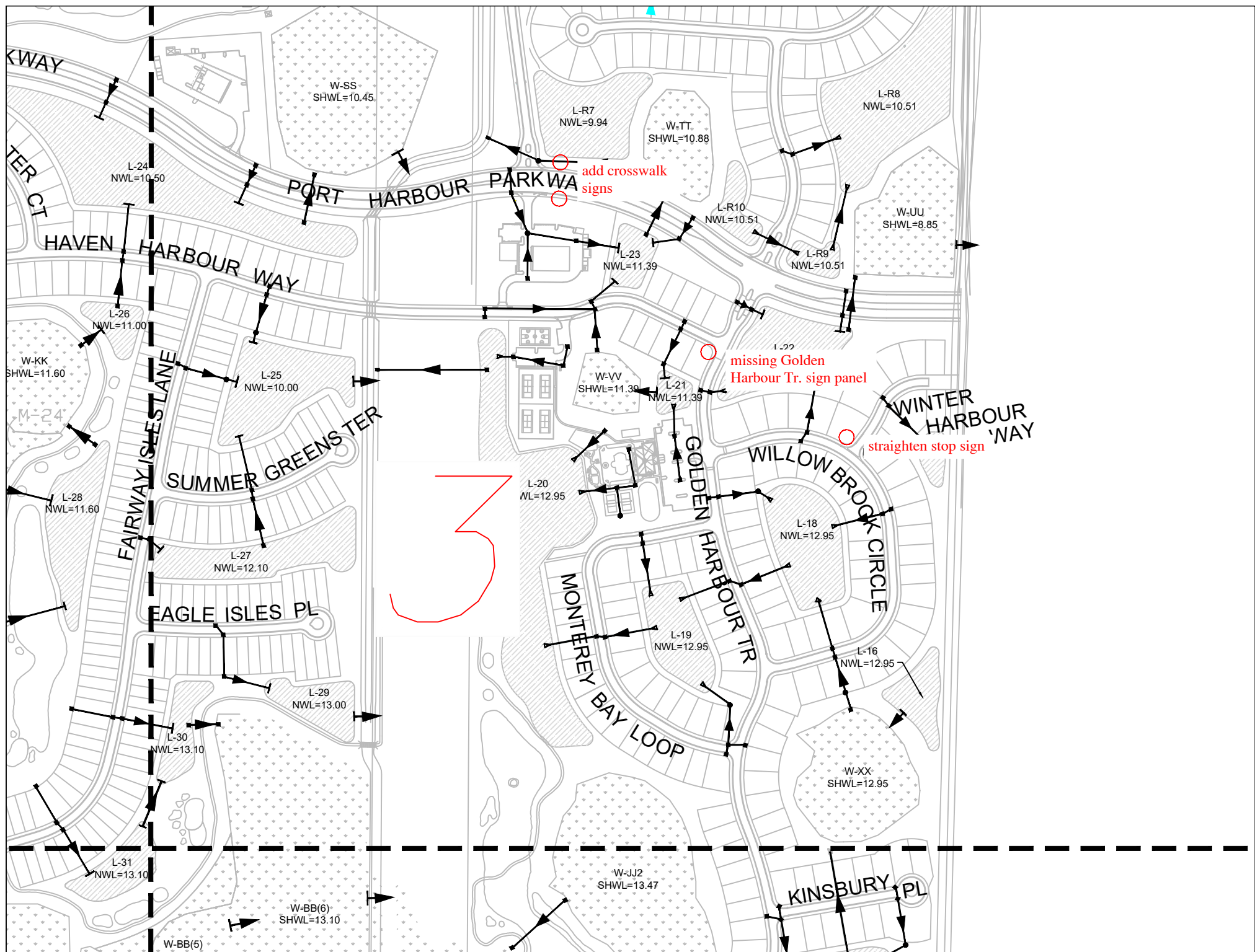




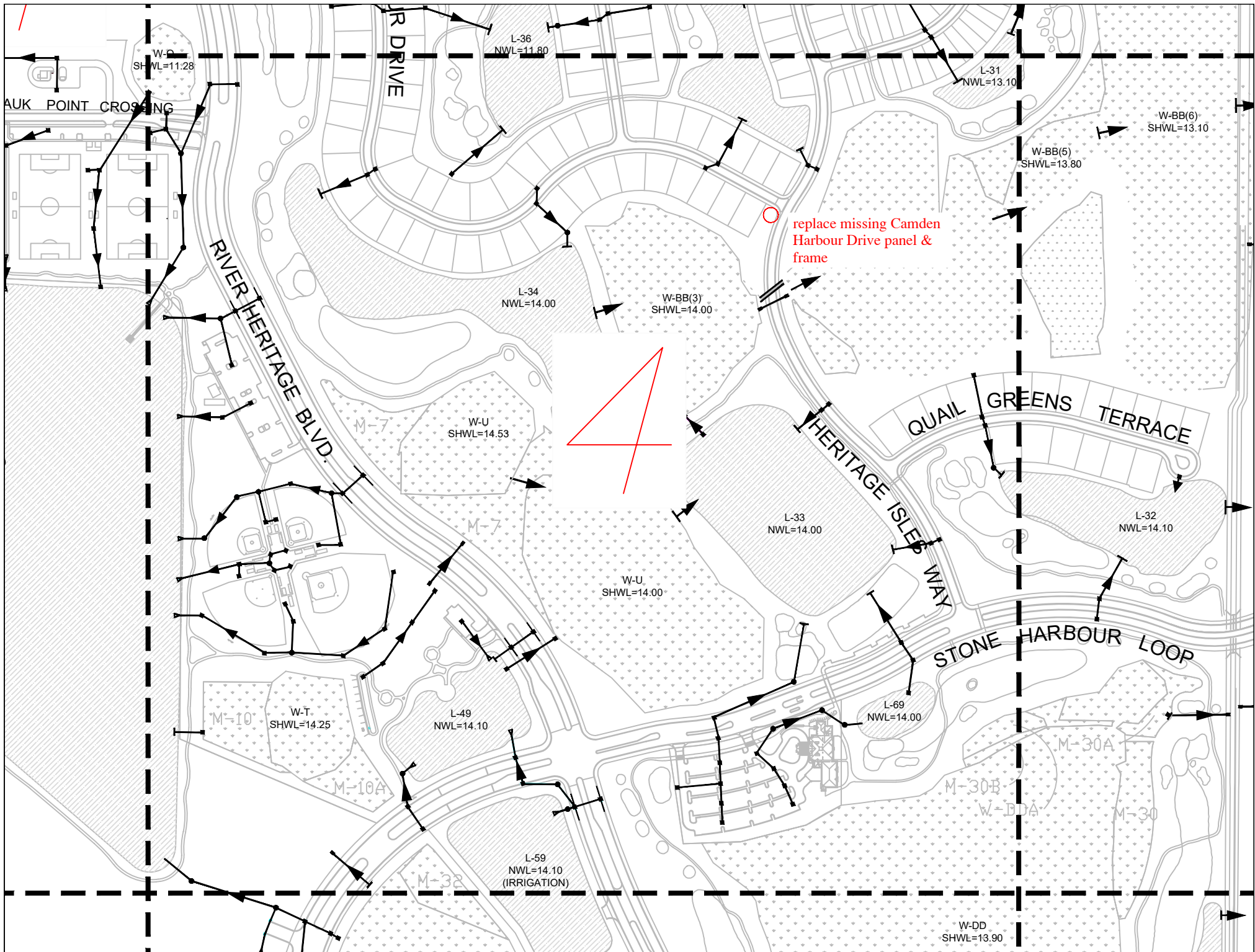


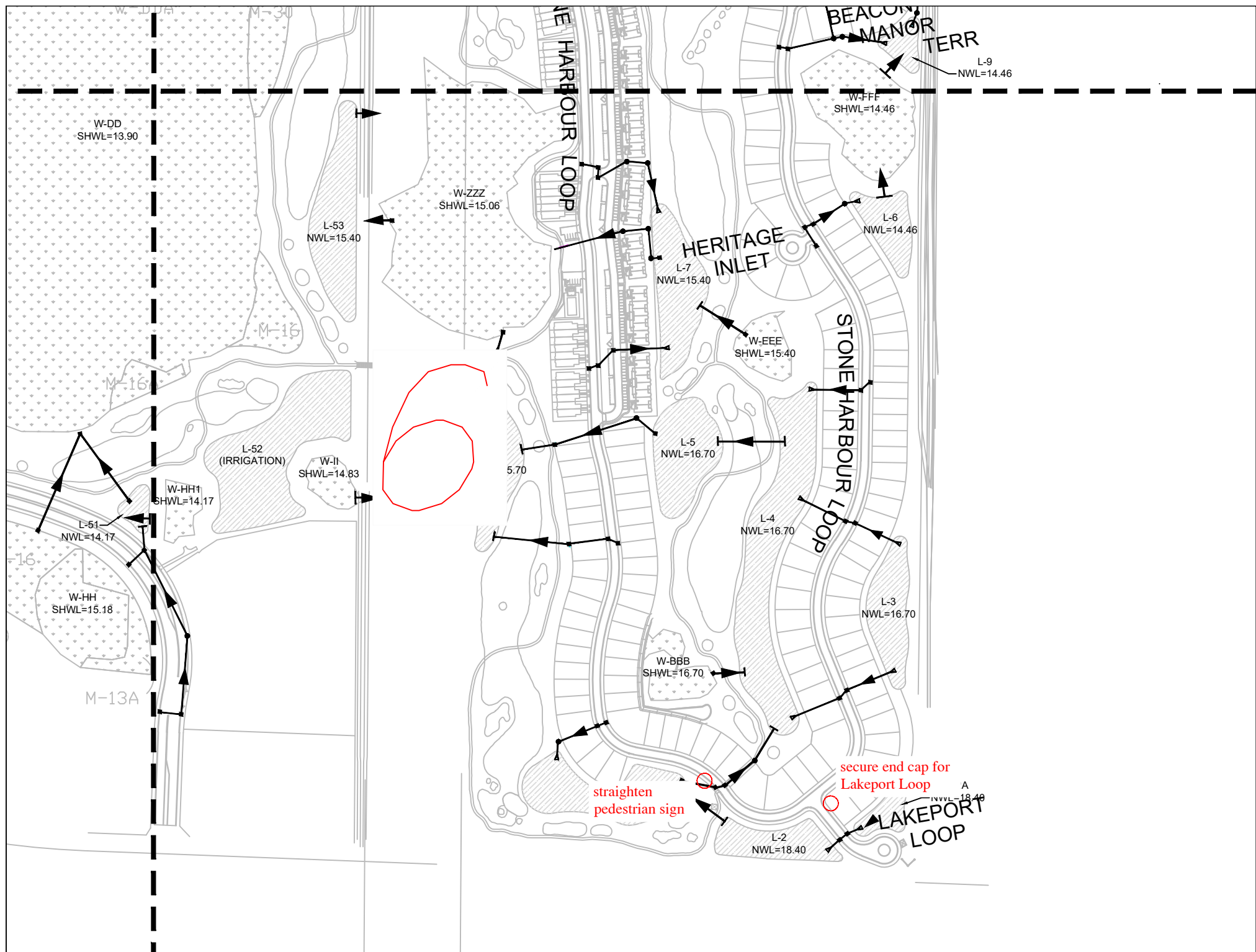












## **Tab 9**



Rizzetta & Company

June 6

## District Manager's Report

# 2023

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### 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
<b>Total Cash and Investment Balances:</b>	<b>\$2,488,217</b>
<b>General Fund Expense Variance:    \$31,445</b>	<b>Under Budget</b>

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

Professionals in Community Management