

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

REVISED MEETING AGENDA

Tuesday, April 2, 2024, at 5:00 p.m.

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



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

Heritage Harbour South Development District

Board of Supervisors

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

Staff:

Jennifer Goldyn, Regional Director
Kristee Cole, District Manager
Andrew Cohen, District Counsel
Rick Schappacher, District Engineer

Revised Meeting Agenda Tuesday, April 2, 2024 – 5:00 p.m.

1. **Call to Order and Roll Call**
2. **Audience Comments** – *Three- (3) Minute Time Limit*
3. **Business Administration**
 - A. Consideration of Meeting Minutes from March 5, 2024Page 3
 - B. Review of the February 2024 Financial Statement and Check RegisterPage 8
4. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 1. Signage Repair Update
 2. Striping Repair Update
 3. Sidewalk Repair Update
 4. Marketplace Updates
 - C. District Manager
 1. Review of 1st Quarter Website Audit.....Page 33
5. **New Business Items**
 - A. Discussion regarding Preparation for Combined Summer Meeting
 - B. Consideration of Gate Access System ProposalPage 45
6. **Old Business Items**
 - A. Consideration of Tree Removal ProposalsPage 52
7. **HOA updates**
 - A. Heritage Harbour Master HOA
 1. Discussion regarding the Beacon Walking Path Concerns
 - B. Stoneybrook HOA
 - C. Lighthouse Cove HOA
 - D. Golf Course update
8. **Audience Comments**
9. **Supervisor Requests**
10. **Adjournment**

The next meeting is scheduled for Tuesday, May 7, 2024, at 5:00 p.m.

District Office:

313 Campus Street
Celebration FL 34747
407-566-1935

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

Meeting Location:

Stoneybrook Recreation Center
200 Golden Harbour Trail
Bradenton, FL 34212

MINUTES OF MEETING
HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors was held on Tuesday, March 5, 2024, at 5:24 p.m. at the Stoneybrook Rec Center located at 200 Golden Harbour Trail, Bradenton, FL 34212.

Present and constituting a quorum were:

| | |
|----------------|-----------------------------------|
| Philip Frankel | Board Supervisor, Chair |
| Robin Spencer | Board Supervisor, Vice Chair |
| Eric Hallberg | Board Supervisor, Asst. Secretary |
| Mike Neville | Board Supervisor, Asst. Secretary |
| Darnell Bacon | Board Supervisor, Asst. Secretary |

Also present were:

| | |
|--------------------|--|
| Jennifer Goldyn | Regional Director, Inframark |
| Kristee Cole | District Manager, Inframark (via teleconference) |
| Leah Popelka | Director of Finance, Inframark (via teleconference) |
| Rick Schappacher | District Engineer, Schappacher Engineering |
| Andy Cohen | District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A. |
| Christina Brantley | President, Stoneybrook Master Association |
| Audience | Present |

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Goldyn called the meeting to order at 5:24 p.m. and a quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments

The audience commented on turkey vultures, golf course issues, and aquatics issues. Mr. Mark Bruce will address the Golf Course issues as soon as possible.

THIRD ORDER OF BUSINESS

Special Business Items

A. Discussion regarding Golf Course Villa Methodology with Inframark's Director of Finance, Leah Popelka

Mr. Cohen informed the Board there were previous discussions regarding the Methodology. Ms. Popelka had several discussions with Mr. Cohen and Mr. Bruce. The new circumstances for the hotel and villas are being thoroughly vetted for both the Operation and Maintenance bond assessments.

The District will obtain new O&M revenues. The Villas will potentially generate \$272 per unit, at 74 units, which is about \$20,000 coming online to the District. There is an additional piece, which is a debt service assessment. The Golf Course receives the original debt assessment. The Golf Course will take a portion and develop a product on this area. This assessment amount will be reduced for the Golf Course and be assessed to the new villa. There will need to be a new methodology, as well as a public hearing and advertisements, for this all to take place.

51 The Golf Course will absorb the costs for the advertisement, methodology, and budget
52 letters. Mr. Hallberg asked if we were able to find the product type that matched the Villas.
53 Ms. Popelka confirmed they were able to match the product type. The hotel parcel will not
54 come online until the FY 2025/2026 Budget.

55 The budget process can begin in May 2024 the roll must be certified by September
56 15, 2024. There may be some infrastructure changes the \$20,000 can go towards. Ms.
57 Popelka stated this is a good idea for a Reserve. The Hotel will start approximately July
58 2024 to September 2024. Mr. Cohen stated the Villas will be Fiscal Year 2024 and the Hotel
59 will be Fiscal Year 2025. Mr. Frankel mentioned people operating golf carts keep thinking
60 they have the right-of-way. It was referenced by Mr. Bruce that the GPS tells the golfers they
61 need to stop, proceed with caution, and look for cars.

62

63 **SEVENTH ORDER OF BUSINESS** **Old Business Items**

64 **A. Discussion regarding Turkey Vultures**

65 Mr. Frankel informed the Board this has been looked into. A County consultant came
66 out to Riverstrand. They paid \$10,000 for this consultation. He explained the sonic booms
67 and this was done by their HOA. The Turkey Vultures migrate north in the Spring. He brought
68 up animals and people with PTSD during the sonic booms. The green laser helped getting
69 the vultures to move. They are running out of space to go because they are so close to the
70 landfill and the wooded areas are being cut down. They are trying diligently to find a solution
71 for the Turkey Vultures.

72 Mr. Hallberg thinks they need to find other ways to mitigate the issue. Mr. Cohen
73 noted they cannot use public funds on private property. It may be impacting the CDD
74 conservation area, though.

75

76 **FOURTH ORDER OF BUSINESS** **Business Administration**

77 **A. Consideration of Meeting Minutes from December 5, 2023 & February 6, 2024**

On a Motion from Ms. Spencer, seconded by Mr. Bacon, with all in favor, the Board approved the minutes from the December 5, 2023 and February 6, 2024 meetings, for the Heritage Harbour South Community Development District.

78

79 **B. Review of the January 2024 Financial Statement and Check Register**

80 Ms. Goldyn presented the January 2024 Financials and stated all is trending well.

On a Motion from Mr. Bacon, seconded by Mr. Frankel, with all in favor, the Board approved the January 2024 Check Register, for the Heritage Harbour South Community Development District.

81

82 Mr. Neville stated he needed access to his AVID account.

83

84 **FIFTH ORDER OF BUSINESS** **Staff Reports**

85 **A. District Counsel**

86 Mr. Cohen spoke about the current lack of options for refinancing the bonds, due
87 to high interest rates. Mr. Dan Lewis of Mr. Cohen's office has been working on the
88 Aquaterra issue.

89

90

91

92 **B. District Engineer**

93 **1. Consideration of Sidewalk Repair proposals**

94 Mr. Schappacher explained the bid form to the Board.

On a Motion from Mr. Frankel, seconded by Mr. Neville, with all in favor, the Board approved the proposal from Infinity Construction, at a cost of \$7,064.75, with District Counsel to prepare a contract, for the Heritage Harbour South Community Development District.

95

96 **2. Consideration of Striping Repair proposals**

On a Motion from Ms. Spencer, seconded by Mr. Frankel, with all in favor, the Board approved the proposal from JJ Pavement Markings, at a cost of \$5,060.45, for the Heritage Harbour South Community Development District, subject to preparation of a contract.

97

98 **3. Discussion regarding Roadway Lifespan Updates**

99 Mr. Schappacher explained the map of the lifespan of the roads. Additionally, he
100 updated the Board on the area near Marketplace where sodding will be taking place this
101 week, as well as the installation of the walking path.

102

103 **C. District Manager**

104 Ms. Goldyn announced that the next meeting is scheduled for Tuesday, April 2,
105 2024, and ICON Management has not provided an update since February 16, 2024.

106 **SIXTH ORDER OF BUSINESS**

New Business Items

107 **A. Consideration of 2024-05, 2024 General Election**

108

On a Motion from Mr. Neville, seconded by Mr. Bacon, with all in favor, the Board adopted Resolution 2024-05, for the 2024 General Election, for the Heritage Harbour South Community Development District.

109

110 **B. Consideration of Tree Removal proposals**

111 This item was tabled until the April 2, 2024 meeting.

112

113 **C. Consideration of the Gate House Lease Agreement**

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On a Motion from Mr. Frankel, seconded by Mr. Hallberg, with three in favor, and Mr. Neville and Ms. Spencer opposed, the Board approved the Gate House Lease Agreement, in substantial form, for the Heritage Harbour South Community Development District.

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170 **TENTH ORDER OF BUSINESS** **Supervisor Requests**

171 There were no supervisor requests.

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173 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

174

175 On a Motion by Mr. Neville, seconded by Mr. Bacon, with all in favor, the Board of
176 Supervisors approved to adjourn the meeting at 8:24 p.m., for the Heritage Harbour South
177 Community Development District.

178

179

180

181 _____
Secretary / Assistant Secretary

Chairman / Vice Chairman

HERITAGE HARBOUR SOUTH

Community Development District

Financial Report

February 29, 2024

Prepared by



HERITAGE HARBOUR SOUTH

Community Development District

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HERITAGE HARBOUR SOUTH

Community Development District

Financial Statements

(Unaudited)

February 29, 2024

Balance Sheet
February 29, 2024

| ACCOUNT DESCRIPTION | GENERAL FUND | RESERVE FUND | SERIES 2013 DEBT SERVICE FUND | SERIES 2015 DEBT SERVICE FUND | GENERAL FIXED ASSETS FUND | GENERAL LONG-TERM DEBT FUND | TOTAL |
|--|---------------------|---------------------|--------------------------------------|--------------------------------------|----------------------------------|------------------------------------|----------------------|
| ASSETS | | | | | | | |
| Cash - Checking Account | \$ 1,049,260 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,049,260 |
| Due From Other Funds | - | 75,367 | 457,584 | 112,129 | - | - | 645,080 |
| Investments: | | | | | | | |
| Money Market Account | 489,123 | - | - | - | - | - | 489,123 |
| Custody Account | - | 336,686 | - | - | - | - | 336,686 |
| Interest Fund (A-1) | - | - | 79 | - | - | - | 79 |
| Interest Fund (A-2) | - | - | 12 | - | - | - | 12 |
| Prepayment Account | - | - | - | 1,270 | - | - | 1,270 |
| Principal Fund (A-1) | - | - | 5 | - | - | - | 5 |
| Reserve Fund | - | - | - | 30,421 | - | - | 30,421 |
| Reserve Fund (A-1) | - | - | 228,062 | - | - | - | 228,062 |
| Reserve Fund (A-2) | - | - | 29,641 | - | - | - | 29,641 |
| Revenue Fund | - | - | 164,223 | 40,645 | - | - | 204,868 |
| Sinking Fund (A-2) | - | - | 16 | - | - | - | 16 |
| Fixed Assets | | | | | | | |
| Land | - | - | - | - | 15,752,186 | - | 15,752,186 |
| Improvements Other Than Buildings (IOTB) | - | - | - | - | 16,013,940 | - | 16,013,940 |
| Amount Avail In Debt Services | - | - | - | - | - | 600,440 | 600,440 |
| Amount To Be Provided | - | - | - | - | - | 4,749,560 | 4,749,560 |
| TOTAL ASSETS | \$ 1,538,383 | \$ 412,053 | \$ 879,622 | \$ 281,143 | \$ 31,766,126 | \$ 5,350,000 | \$ 40,130,649 |

Balance Sheet
February 29, 2024

| ACCOUNT DESCRIPTION | GENERAL FUND | RESERVE FUND | SERIES 2013 DEBT SERVICE FUND | SERIES 2015 DEBT SERVICE FUND | GENERAL FIXED ASSETS FUND | GENERAL LONG-TERM DEBT FUND | TOTAL |
|--|---------------------|---------------------|--------------------------------------|--------------------------------------|----------------------------------|------------------------------------|----------------------|
| <u>LIABILITIES</u> | | | | | | | |
| Accounts Payable | \$ 14,333 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 14,333 |
| Bonds Payable | - | - | - | - | - | 5,350,000 | 5,350,000 |
| Due To Other Funds | 645,080 | - | - | - | - | - | 645,080 |
| TOTAL LIABILITIES | 659,444 | - | - | - | - | 5,350,000 | 6,009,444 |
| <u>FUND BALANCES</u> | | | | | | | |
| Restricted for: | | | | | | | |
| Debt Service | - | - | 879,622 | 184,465 | - | - | 1,064,087 |
| Assigned to: | | | | | | | |
| Operating Reserves | 73,100 | - | - | - | - | - | 73,100 |
| Reserves - Capital Projects | - | 65,000 | - | - | - | - | 65,000 |
| Reserves - Disaster Relief | - | 25,000 | - | - | - | - | 25,000 |
| Unassigned: | 805,839 | 322,053 | - | - | 31,766,126 | - | 32,894,018 |
| TOTAL FUND BALANCES | \$ 878,939 | \$ 412,053 | \$ 879,622 | \$ 184,465 | \$ 31,766,126 | \$ - | \$ 34,121,205 |
| TOTAL LIABILITIES & FUND BALANCES | \$ 1,538,383 | \$ 412,053 | \$ 879,622 | \$ 184,465 | \$ 31,766,126 | \$ 5,350,000 | \$ 40,130,649 |

HERITAGE HARBOUR SOUTH

Community Development District

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

For the Period Ending February 29, 2024

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>REVENUES</u> | | | | | |
| Interest - Investments | \$ - | \$ - | \$ 10,531 | \$ 10,531 | 0.00% |
| Special Assmnts- Tax Collector | 292,399 | 263,159 | 268,960 | 5,801 | 91.98% |
| TOTAL REVENUES | 292,399 | 263,159 | 279,491 | 16,332 | 95.59% |
| <u>EXPENDITURES</u> | | | | | |
| <u>Administration</u> | | | | | |
| P/R-Board of Supervisors | 12,000 | 5,000 | 4,000 | 1,000 | 33.33% |
| FICA Taxes | - | - | 61 | (61) | 0.00% |
| ProfServ-Arbitrage Rebate | 500 | 500 | 1,100 | (600) | 220.00% |
| ProfServ-Trustee Fees | 12,000 | 12,000 | 9,566 | 2,434 | 79.72% |
| Assessment Roll | 5,460 | 5,460 | - | 5,460 | 0.00% |
| Disclosure Report | 1,000 | 1,000 | - | 1,000 | 0.00% |
| District Counsel | 26,000 | 10,833 | 15,451 | (4,618) | 59.43% |
| District Engineer | 30,000 | 12,500 | 12,500 | - | 41.67% |
| District Manager | 54,600 | 22,750 | 22,750 | - | 41.67% |
| Auditing Services | 3,405 | - | 3,325 | (3,325) | 97.65% |
| Website Hosting/Email services | 4,000 | 1,667 | 769 | 898 | 19.23% |
| Miscellaneous Mailings | 250 | 250 | 20 | 230 | 8.00% |
| Public Officials Insurance | 4,176 | 4,176 | 3,458 | 718 | 82.81% |
| Legal Advertising | 500 | 500 | - | 500 | 0.00% |
| Miscellaneous Services | 1,650 | 600 | - | 600 | 0.00% |
| Misc. Administrative Fees | 650 | 650 | - | 650 | 0.00% |
| Dues, Licenses, Subscriptions | 175 | 175 | - | 175 | 0.00% |
| Total Administration | 156,366 | 78,061 | 73,000 | 5,061 | 46.69% |
| <u>Law Enforcement</u> | | | | | |
| Off-Duty Deputy Services | 12,000 | 5,000 | 975 | 4,025 | 8.13% |
| Total Law Enforcement | 12,000 | 5,000 | 975 | 4,025 | 8.13% |
| <u>Other Physical Environment</u> | | | | | |
| Insurance - General Liability | 5,950 | 5,950 | 4,912 | 1,038 | 82.55% |
| Property Insurance | 22,040 | 22,040 | 26,455 | (4,415) | 120.03% |
| R&M-Irrigation | 1,000 | 417 | - | 417 | 0.00% |
| Total Other Physical Environment | 28,990 | 28,407 | 31,367 | (2,960) | 108.20% |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2024

| <u>ACCOUNT DESCRIPTION</u> | <u>ANNUAL ADOPTED BUDGET</u> | <u>YEAR TO DATE BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> | <u>YTD ACTUAL AS A % OF ADOPTED BUD</u> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>Road and Street Facilities</u> | | | | | |
| Sidewalk Repair & Maintenance | 22,000 | 21,079 | 21,079 | - | 95.81% |
| Roadway Repair & Maintenance | 27,100 | 11,292 | 2,000 | 9,292 | 7.38% |
| Street Sign Repair & Replacement | 7,500 | 3,125 | 4,875 | (1,750) | 65.00% |
| Guard & Gate Facility Maintenance | 500 | 208 | - | 208 | 0.00% |
| Total Road and Street Facilities | 57,100 | 35,704 | 27,954 | 7,750 | 48.96% |
| <u>Contingency</u> | | | | | |
| Misc-Contingency | 37,943 | 13,375 | 16,217 | (2,842) | 42.74% |
| Total Contingency | 37,943 | 13,375 | 16,217 | (2,842) | 42.74% |
| TOTAL EXPENDITURES | 292,399 | 160,547 | 149,513 | 11,034 | 51.13% |
| Excess (deficiency) of revenues | | | | | |
| Over (under) expenditures | - | 114,524 | 127,978 | 27,366 | 0.00% |
| Net change in fund balance | \$ - | \$ 114,524 | \$ 127,978 | \$ 27,366 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2023) | 750,961 | 750,961 | 750,961 | | |
| FUND BALANCE, ENDING | \$ 750,961 | \$ 865,485 | \$ 878,939 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending February 29, 2024

| <u>ACCOUNT DESCRIPTION</u> | <u>ANNUAL ADOPTED BUDGET</u> | <u>YEAR TO DATE BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> | <u>YTD ACTUAL AS A % OF ADOPTED BUD</u> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>REVENUES</u> | | | | | |
| Interest - Investments | \$ - | \$ - | \$ 7,387 | \$ 7,387 | 0.00% |
| Special Assmnts- Tax Collector | 90,000 | 81,000 | 75,367 | (5,633) | 83.74% |
| TOTAL REVENUES | 90,000 | 81,000 | 82,754 | 1,754 | 91.95% |
| <u>EXPENDITURES</u> | | | | | |
| <u>Reserves</u> | | | | | |
| Capital Reserve | 65,000 | - | - | - | 0.00% |
| Reserve - Disaster Relief | 25,000 | - | - | - | 0.00% |
| Total Reserves | 90,000 | - | - | - | 0.00% |
| TOTAL EXPENDITURES & RESERVES | 90,000 | - | - | - | 0.00% |
| Excess (deficiency) of revenues Over (under) expenditures | - | 81,000 | 82,754 | 1,754 | 0.00% |
| Net change in fund balance | \$ - | \$ 81,000 | \$ 82,754 | \$ 1,754 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2023) | 329,299 | 329,299 | 329,299 | | |
| FUND BALANCE, ENDING | \$ 329,299 | \$ 410,299 | \$ 412,053 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending February 29, 2024

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| REVENUES | | | | | |
| Interest - Investments | \$ - | \$ - | \$ 10,026 | \$ 10,026 | 0.00% |
| Special Assmnts- Tax Collector | 503,211 | 452,890 | 453,044 | 154 | 90.03% |
| TOTAL REVENUES | 503,211 | 452,890 | 463,070 | 10,180 | 92.02% |
| EXPENDITURES | | | | | |
| Debt Service | | | | | |
| Principal Debt Retirement | 295,000 | - | - | - | 0.00% |
| Interest Expense | 208,211 | 104,105 | 106,393 | (2,288) | 51.10% |
| Total Debt Service | 503,211 | 104,105 | 106,393 | (2,288) | 21.14% |
| TOTAL EXPENDITURES | 503,211 | 104,105 | 106,393 | (2,288) | 21.14% |
| Excess (deficiency) of revenues Over (under) expenditures | - | 348,785 | 356,677 | 7,892 | 0.00% |
| Net change in fund balance | \$ - | \$ 348,785 | \$ 356,677 | \$ 7,892 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2023) | 522,945 | 522,945 | 522,945 | | |
| FUND BALANCE, ENDING | \$ 522,945 | \$ 871,730 | \$ 879,622 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending February 29, 2024

| <u>ACCOUNT DESCRIPTION</u> | <u>ANNUAL ADOPTED BUDGET</u> | <u>YEAR TO DATE BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> | <u>YTD ACTUAL AS A % OF ADOPTED BUD</u> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>REVENUES</u> | | | | | |
| Interest - Investments | \$ - | \$ - | \$ 1,153 | \$ 1,153 | 0.00% |
| Special Assmnts- Tax Collector | 122,959 | 110,663 | 111,019 | 356 | 90.29% |
| TOTAL REVENUES | 122,959 | 110,663 | 112,172 | 1,509 | 91.23% |
| <u>EXPENDITURES</u> | | | | | |
| <u>Debt Service</u> | | | | | |
| Principal Debt Retirement | 75,000 | - | - | - | 0.00% |
| Interest Expense | 47,959 | 23,405 | 22,336 | 1,069 | 46.57% |
| Total Debt Service | 122,959 | 23,405 | 22,336 | 1,069 | 18.17% |
| TOTAL EXPENDITURES | 122,959 | 23,405 | 22,336 | 1,069 | 18.17% |
| Excess (deficiency) of revenues Over (under) expenditures | - | 87,258 | 89,836 | 2,578 | 0.00% |
| Net change in fund balance | \$ - | \$ 87,258 | \$ 89,836 | \$ 2,578 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2023) | 94,629 | 94,629 | 94,629 | | |
| FUND BALANCE, ENDING | \$ 94,629 | \$ 181,887 | \$ 184,465 | | |

Notes to the Financial Statements
February 29, 2024

Financial Overview / Highlights

- ▶ Total General Fund revenues are at approximately 95.6% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 51.1% of the Annual Budget.

Balance Sheet

| Account Name | YTD Actual | Explanation |
|----------------------|------------|--|
| Assets | | |
| Due from Other Funds | 645,080 | Due to Reserve fund and Debt Service. Transferring this month. |
| Liabilities | | |
| Accounts Payable | 14,333 | Invoices for current month, but not paid in current month. |
| Due to Other Funds | 645,080 | Due to Reserve fund and Debt Service. Transferring this month. |

Variance Analysis

| Account Name | Annual Budget | YTD Actual | % of Budget | Explanation |
|--|---------------|------------|-------------|---|
| General Fund 001 | | | | |
| Revenues | | | | |
| Interest Income | - | 10,531 | N/A | Interest earned on investments from Money Market account. |
| Special Assessments-Tax Collector | 292,399 | 268,960 | 91.98% | Collections were at 90.34% at this time last year. |
| Expenditures | | | | |
| <u>Administrative</u> | | | | |
| Arbitrage Rebate | 500 | 1,100 | 220.00% | Paid in full for the year. |
| Trustee Fees | 12,000 | 9,566 | 79.72% | Paid in full for the year for both bonds. |
| District Counsel | 26,000 | 15,451 | 59.43% | Attend meetings, review documents miscellaneous phone calls, etc. |
| Public Officials Insurance | 4,176 | 3,458 | 82.81% | Paid in full for the year. |
| <u>Other Physical Environment</u> | | | | |
| Insurance - General Liability | 5,950 | 4,912 | 82.55% | Paid in full for the year. |
| Property Insurance | 22,040 | 26,455 | 120.03% | Paid in full and need to increase budget for next year. |
| <u>Road and Street Facilities</u> | | | | |
| Sidewalk Repair & Maintenance | 22,000 | 21,079 | 95.81% | Pressure cleaned sidewalks. |
| Street Sign Repairs/Replacements | 7,500 | 4,875 | 65.00% | Install Street Sign |
| <u>Reserves</u> | | | | |
| Misc-Contingency | 37,943 | 16,217 | 42.74% | R&R 350" CLF Replacement Fence |

Notes to the Financial Statements
February 29, 2024

| <u>Account Name</u> | <u>Annual Budget</u> | <u>YTD Actual</u> | <u>% of Budget</u> | <u>Explanation</u> |
|-----------------------------------|----------------------|-------------------|--------------------|--|
| Expenditures (con't) | | | | |
| Reserve Fund 005 | | | | |
| Revenues | | | | |
| Interest Income | - | 7,387 | N/A | Interest earned on Custody trust account. |
| Special Assessments-Tax Collector | 90,000 | 75,367 | 83.74% | Collections were at 90.34% at this time last year. |
| | | | | |
| Debt Service - Series 2013 | | | | |
| Revenues | | | | |
| Interest Income | - | 10,026 | N/A | Interest earned on trust accounts. |
| Special Assessments-Tax Collector | 503,211 | 453,044 | 90.03% | Collections were at 90.34% at this time last year. |
| | | | | |
| Expenditures | | | | |
| <u>Debt Service</u> | | | | |
| Principal Debt Retirement | 295,000 | - | 0.00% | Next payment will be made in May. |
| Interest Expense | 208,211 | 106,393 | 51.10% | Next payment will be made in May. |
| | | | | |
| Debt Service - Series 2015 | | | | |
| Revenues | | | | |
| Interest Income | - | 1,153 | N/A | Interest earned on trust accounts. |
| Special Assessments-Tax Collector | 122,959 | 111,019 | 90.29% | Collections were at 90.34% at this time last year. |
| | | | | |
| Expenditures | | | | |
| <u>Debt Service</u> | | | | |
| Principal Debt Retirement | 75,000 | - | 0.00% | Next payment will be made in May. |
| Interest Expense | 47,959 | 22,336 | 46.57% | Next payment will be made in May. |

HERITAGE HARBOUR SOUTH

Community Development District

Supporting Schedules

February 29, 2024

HERITAGE HARBOUR SOUTH

Community Development District

Non-Ad Valorem Special Assessments - Manatee County Tax Collector
Monthly Collection Distributions
For the Fiscal Year Ending September 30, 2024

| | | | | | Allocation by Fund | | | |
|---------------------------|---------------------|-------------------------------|------------------|-----------------------|--------------------|------------------|-------------------------------|-------------------------------|
| Date Rcvd | Net Amount Received | Discount / (Penalties) Amount | Collection Costs | Gross Amount Received | General Fund | Reserve Fund | Series 2013 Debt Service Fund | Series 2015 Debt Service Fund |
| Assessments Levied | | | | \$1,848,350 | \$321,183 | \$90,000 | \$541,009 | \$132,575 |
| Allocation % | | | | 59% | 17.38% | 4.87% | 29.27% | 7.17% |
| 11/09/23 | \$ 8,269 | \$ 345 | \$ 256 | \$ 8,870 | \$ 2,448 | \$ 686 | \$ 4,124 | \$ 1,011 |
| 11/22/23 | 12,306 | 513 | 381 | 13,200 | 3,644 | 1,021 | 6,138 | 1,504 |
| 12/07/23 | 167,741 | 6,989 | 5,188 | 179,918 | 49,666 | 13,917 | 83,658 | 20,501 |
| 12/14/23 | 620,519 | 25,855 | 19,191 | 665,566 | 183,726 | 51,483 | 309,473 | 75,837 |
| 01/29/24 | 72,689 | 2,248 | 2,248 | 77,186 | 21,522 | 6,031 | 36,253 | 8,884 |
| 02/13/24 | 26,864 | 548 | 2,248 | 29,660 | 7,954 | 2,229 | 13,398 | 3,283 |
| TOTAL | \$ 908,390 | \$ 36,498 | \$ 29,512 | \$ 974,399 | \$ 268,960 | \$ 75,367 | \$ 453,044 | \$ 111,019 |
| % COLLECTED | | | | 52.72% | | | | |
| TOTAL OUTSTANDING | | | | | \$ 52,222 | \$ 14,633 | \$ 87,965 | \$ 21,556 |

HERITAGE HARBOUR SOUTH

Community Development District

Cash and Investment Balances February 29, 2024

| <u>ACCOUNT NAME</u> | <u>BANK NAME</u> | <u>YIELD</u> | <u>BALANCE</u> |
|---------------------------------------|------------------|--------------------|-----------------------------|
| GENERAL FUND | | | |
| Operating Account - Business Checking | BankUnited | 0.00% | \$ 1,049,260 ⁽¹⁾ |
| Money Market Account | BankUnited | 5.45% | \$ 489,123 |
| Reserve Custody Account | US Bank | 5.25% | \$ 336,686 |
| Series 2013 A1 Interest | WellsFargo Trust | 5.22% | \$ 79 |
| Series 2013 A2 Interest | WellsFargo Trust | 5.22% | \$ 12 |
| Series 2013 A1 Principal | WellsFargo Trust | 5.22% | \$ 5 |
| Series 2013 A1 Reserve | WellsFargo Trust | 5.22% | \$ 228,062 |
| Series 2013 A2 Reserve | WellsFargo Trust | 5.22% | \$ 29,641 |
| Series 2013 A1/A2 Revenue | WellsFargo Trust | 5.22% | \$ 204,868 |
| Series 2013 A2 Sinking | WellsFargo Trust | 5.22% | \$ 16 |
| | | Subtotal | \$ 462,682 |
| Series 2015 Prepayment | US Bank | 5.25% | \$ 1,270 |
| Series 2015 Reserve | US Bank | 5.25% | \$ 30,421 |
| Series 2015 Revenue | US Bank | 5.25% | \$ 40,645 |
| | | Subtotal | \$ 72,336 |
| | | Grand Total | \$ 2,410,088 |

1) \$645,080 to transfer to debt services in March

HERITAGE HARBOUR SOUTH

Community Development District

**Payment Register by Fund
For the Period from 2/01/24 to 2/29/24
(Sorted by Check / ACH No.)**

| Fund No. | Date | Payee | Invoice No. | Payment Description | Invoice / GL Description | G/L Account # | Amount Paid |
|--|----------|---|-------------|--|----------------------------------|--------------------------|---------------------|
| GENERAL FUND - 001 | | | | | | | |
| CHECK # 15065 | | | | | | | |
| 001 | 02/12/24 | INFRAMARK | 108661 | JAN24 MANAGEMENT SERVICES | District Manager | 531150-51301 | \$4,550.00 |
| 001 | 02/12/24 | INFRAMARK | 109151 | JAN24 VARIABLE CHARGES-POSTAGE | Miscellaneous Mailings | 541030-51301 | \$4.41 |
| 001 | 02/12/24 | INFRAMARK | 110110 | FEB24 MANAGEMENT SERVICES | District Manager | 531150-51301 | \$4,550.00 |
| | | | | | | Check Total | <u>\$9,104.41</u> |
| CHECK # 15066 | | | | | | | |
| 001 | 02/12/24 | PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. | 4667 | LEGAL SERVICES 01/24 | District Counsel | 531146-51401 | \$661.50 |
| | | | | | | Check Total | <u>\$661.50</u> |
| CHECK # 15067 | | | | | | | |
| 001 | 02/12/24 | THE BEAUTIFUL MAILBOX COMPANY | 174198 | NEW SIGNS & RESET SIGNS-50% DEP | Street Sign Repairs/Replacements | 546491-54101 | \$4,605.00 |
| | | | | | | Check Total | <u>\$4,605.00</u> |
| CHECK # 15068 | | | | | | | |
| 001 | 02/12/24 | USA Fence Company | | PAY APP 1 R&R 350' BLACK CLF PERMANENT FEN | Misc-Contingency | 549900-58200 | \$5,956.88 |
| | | | | | | Check Total | <u>\$5,956.88</u> |
| CHECK # DD125 | | | | | | | |
| 001 | 02/09/24 | ROBIN SPENCER | | PAYROLL February 09, 2024 Payroll Posting | | | 184.7 |
| | | | | | | Check Total | <u>\$184.70</u> |
| | | | | | | Fund Total | <u>20,512.49</u> |
| DEBT SERVICE FUND SERIES 2013 - 200 | | | | | | | |
| CHECK # 15063 | | | | | | | |
| 200 | 02/12/24 | HERITAGE HARBOUR SOUTH | | DSXFR 0111XFR FY 2024 SPECIAL ASSESSMENTS | Due From Other Funds | 131000 | \$407,933.41 |
| | | | | | | Check Total | <u>\$407,933.41</u> |
| | | | | | | Fund Total | <u>407,933.41</u> |
| DEBT SERVICE FUND SERIES 2015 - 201 | | | | | | | |
| CHECK # 15064 | | | | | | | |
| 201 | 02/12/24 | HERITAGE HARBOUR SOUTH C/O U.S BANK | | DSXFR 0111XFR FY 2024 SPECIAL ASSESSMENTS | Due From Other Funds | 131000 | \$99,961.59 |
| | | | | | | Check Total | <u>\$99,961.59</u> |
| | | | | | | Fund Total | <u>99,961.59</u> |
| | | | | | | Total Checks Paid | <u>528,407.49</u> |

CHECK REQUEST FORM

District Name: Heritage Harbour South

Date: January 16, 2024

Invoice Number: DSXfr 011724

Please issue a check to:

Vendor Name: Heritage Harbour South

Vendor No.:

Check amount: \$99,961.59

Please cut check from Acct. #: BankUnited GF Acct# 0495

Please code to: 201-131000-1000

Series 2015

Check Description/Reason: Xfr FY 2024 Special Assessments received

Mailing instructions: Please FedEx with letter to Trustee at US Bank

Due Date for Check: include in next AP batch

Requestor: Terri Lusk

Manager's Approval: 

Date: 01/17/24

HERITAGE HARBOUR SOUTH

Community Development District
210 North University Drive, Suite 702
Coral Springs, Florida 33071
(954) 603-0030 / fax (954) 345-1292

January 17, 2024

U.S. Bank National Association
C/O Heritage Harbour South CDD - Series 2015 Revenue Refunding Bond
Attention: Deposits / Lee Daugherty
LOCKBOX SERV 12-2657 EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108

Re: FY 2024 Special Assessment Collections

Dear Lee:

Enclosed please find the following check representing special assessments collected for Heritage Harbour South Community Development District.

Series 2015 \$ 99,961.59

Please deposit these funds into the Series 2015 Revenue account.

Account # 222068004

Should you have any questions, please do not hesitate to contact me at (954) 603-0030.

Sincerely,

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT



Terri Lusk
District Accountant



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

#108661

DATE

1/24/2024

BILL TO

Heritage Harbour South Community
Development
313 Campus St
Celebration FL 34747-4982
United States

CUSTOMER ID

C4958

NET TERMS

Net 30

PO#**DUE DATE**

2/23/2024

Services provided for the Month of: January 2024

| DESCRIPTION | QTY | UOM | RATE | MARKUP | AMOUNT |
|---------------------|-----|-----|----------|--------|-----------------|
| Administrative Fees | 1 | Ea | 4,550.00 | | 4,550.00 |
| Subtotal | | | | | 4,550.00 |

| | |
|------------------|------------|
| Subtotal | \$4,550.00 |
| Tax | \$0.00 |
| Total Due | \$4,550.00 |

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

#109151

DATE

1/31/2024

BILL TO

Heritage Harbour South Community
Development
313 Campus St
Celebration FL 34747-4982
United States

CUSTOMER ID

C4958

NET TERMS

Net 30

PO#**DUE DATE**

3/1/2024

Services provided for the Month of: January 2024

| DESCRIPTION | QTY | UOM | RATE | MARKUP | AMOUNT |
|-------------------------------|-----|-----|------|--------|-------------|
| Postage 001-541006-51301-5000 | 1 | Ea | 4.41 | | 4.41 |
| Subtotal | | | | | 4.41 |

| | |
|------------------|--------|
| Subtotal | \$4.41 |
| Tax | \$0.00 |
| Total Due | \$4.41 |

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

#110110

DATE

2/6/2024

BILL TO

Heritage Harbour South Community
Development
313 Campus St
Celebration FL 34747-4982
United States

CUSTOMER ID

C4958

NET TERMS

Net 30

PO#**DUE DATE**

3/7/2024

Services provided for the Month of: February 2024

| DESCRIPTION | QTY | UOM | RATE | MARKUP | AMOUNT |
|---------------------|-----|-----|----------|--------|-----------------|
| Administrative Fees | 1 | Ea | 4,550.00 | | 4,550.00 |
| Subtotal | | | | | 4,550.00 |

| | |
|------------------|------------|
| Subtotal | \$4,550.00 |
| Tax | \$0.00 |
| Total Due | \$4,550.00 |

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



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

INVOICE

Invoice # 4667
Date: 02/01/2024
Due On: 03/01/2024

Heritage Harbour South Community Development District
inframark@avidbill.com

Statement of Account

| | | | |
|---------------------|-------------|-------------------|--------------------------|
| Outstanding Balance | New Charges | Payments Received | Total Amount Outstanding |
| (\$0.00 | + \$661.50 |) - (\$0.00 |) = \$661.50 |

HHSOUTH

Heritage Harbour South Community Development District

| Type | Attorney | Date | Notes | Quantity | Rate | Total |
|-----------------|----------|------------|---|----------|----------|-----------------|
| Service | AHC | 01/04/2024 | Review and reply to e-mail from Mark Bruce re: golf course assessments. Review e-mail from Chair regarding sidewalk work. | 0.25 | \$294.00 | \$73.50 |
| Service | AHC | 01/09/2024 | Exchange e-mails re: sign repair contract. Prepare for and attend Teams meeting with District management finance, Supervisor representative, and Golf Course Owner to discuss assessments on Villa and Hotel parcels. | 1.00 | \$294.00 | \$294.00 |
| Service | AHC | 01/10/2024 | Review fully executed ANJ contract. Review and reply to e-mail re: revisions to assessments related to new Villas and Hotel parcels. | 0.25 | \$294.00 | \$73.50 |
| Service | AHC | 01/17/2024 | Review and reply to e-mails from golf course owner re: trip/fall claim potentially involving CDD. | 0.25 | \$294.00 | \$73.50 |
| Service | AHC | 01/22/2024 | Review docket re: trip/fall litigation naming golf course as Defendant. | 0.25 | \$294.00 | \$73.50 |
| Service | AHC | 01/31/2024 | Initial review of agenda package for 2/6 CDD Meeting. | 0.25 | \$294.00 | \$73.50 |
| Subtotal | | | | | | \$661.50 |
| Total | | | | | | \$661.50 |

Detailed Statement of Account

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|--------------------------|-------------|
| 4667 | 03/01/2024 | \$661.50 | \$0.00 | \$661.50 |
| | | | Outstanding Balance | \$661.50 |
| | | | Total Amount Outstanding | \$661.50 |

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

For any inquiries, please contact us at 941-306-4730. Payment is due 30 days from receipt of this invoice. Thank you.

APPLICATION AND CERTIFICATION FOR PAYMENT - G702

PROJECT: R & R 350' Black CLF

APPLICATION: 1

Distribution to:

TO GENERAL CONTRACTOR
Heritage Harbour South
313 Campus Street
Celebration, FL 34747

OWNER
ARCHITECT
 CONTRACTOR

| | |
|----------------------|-----------|
| USA FENCE | |
| USA Fence Contract # | 178153C |
| USA Fence Invoice # | 178153pa1 |

Application Date 01/31/24

PERIOD TO: 01/30/24

PROJECT NO.: 0

FROM SUB CONTRACTOR: VIA ARCHITECT: 0

Usa Fence Company
1209 44th Avenue East
Bradenton, FL 34203-3629
David.Manns@myusafence.com

Contract Date: 01/05/24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

| | |
|--|------------|
| 1. ORIGINAL CONTRACT SUM | \$5,956.88 |
| 2. Net change by Change Orders | \$0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$5,956.88 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$5,956.88 |

5. RETAINAGE:
 a. 0.0% of Completed Work (Column D + E on G703) \$0.00
 b. 0.0% of Stored Material (Column F on G703) \$

| | |
|---|-------------------|
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$5,956.88 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$0.00 |
| 8. CURRENT PAYMENT DUE | \$5,956.88 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$0.00 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|---------------|---------------|
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 |
| Total approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | \$0.00 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: USA Fence Company

By: *[Signature]* Date: January 31, 2024

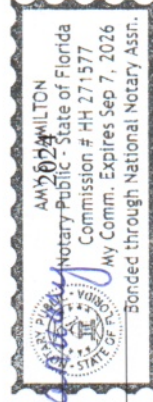
David Manns, Contract Administrator

State of: Florida County of: Manatee

Subscribed and sworn to before me this 31 day of *[Signature]*

Notary Public: *[Signature]*

My Commission expires: 09/07/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and the Continuation Sheet that are changed to conform with amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Usa Fence Company Schedule of Values - G703



178153C
USA Fence
Invoice #
178153pa1

Application No: 1
Application Date: 01/31/24
Period From: 01/06/24
Period To: 01/30/24
Project #: 0

Contractor
Heritage Harbour South
313 Campus Street
Celebration, FL 34747
R & R 350' Black CLF

Sub Contractor
Usa Fence Company
1209 44th Avenue East
Bradenton, FL 34203-3629

| Item No. | Description | Unit | Contract | | Previous | | Current | | Completed to Date | | | | | |
|---------------|------------------------|------|----------|------------|-----------------------------|----------|----------|----------|-------------------|----------|-----------------|-----------------|------|--|
| | | | Quantity | Unit Price | Amounts | Quantity | Amounts | Quantity | Amounts | Quantity | % | Amounts | | |
| 01/05/24 | Permanent Fence | | | | | | | | | | | | | |
| | R & R 350' Black CLF | LS | 1 | 5,956.88 | 5,956.88 | 0.00 | 1.00 | 5,956.88 | 1.00 | 100.00% | 5,956.88 | 0.00 | | |
| | | LS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! | 0.00 | 0.00 | | |
| | | LS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! | 0.00 | 0.00 | | |
| | | LS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! | 0.00 | 0.00 | | |
| | | LS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! | 0.00 | 0.00 | | |
| | | LS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | #DIV/0! | 0.00 | 0.00 | | |
| Totals | | | | | 5,956.88 | 0.00 | 5,956.88 | 5,956.88 | 1.00 | 100.00% | 5,956.88 | 5,956.88 | 0.00 | |
| | | | | | Amounts | 0.00 | 5,956.88 | 5,956.88 | | | 5,956.88 | 5,956.88 | | |
| | | | | | 0.0% Retainage | 0.00 | 0.00 | 0.00 | | | 0.00 | 0.00 | | |
| | | | | | Total Earned Less Retainage | 0.00 | 5,956.88 | 5,956.88 | | | 5,956.88 | 5,956.88 | | |
| | | | | | Payment(s) Received | | | | | | 0.00 | 0.00 | | |
| | | | | | Total Due | | | | | | 5,956.88 | 5,956.88 | | |

David Manns, Contract Administrator
David.Manns@MyUSAFence.com

Printed 01/31/24



Quarterly Compliance Audit Report

Heritage Harbour South

Date: March 2024 - 1st Quarter

Prepared for: Sandra Demarco

Developer: Inframark

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit

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| Audit Process | 3 |

Audit results

| | |
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Helpful information:

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

| Passed | Description |
|--------|---|
| Passed | Website errors* 0 WCAG 2.1 errors appear on website pages causing issues** |
| Passed | Keyboard navigation The ability to navigate website without using a mouse |
| Passed | Website accessibility policy A published policy and a vehicle to submit issues and resolve issues |
| Passed | Color contrast Colors provide enough contrast between elements |
| Passed | Video captioning Closed-captioning and detailed descriptions |
| Passed | PDF accessibility Formatting PDFs including embedded images and non-text elements |
| Passed | Site map Alternate methods of navigating the website |

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

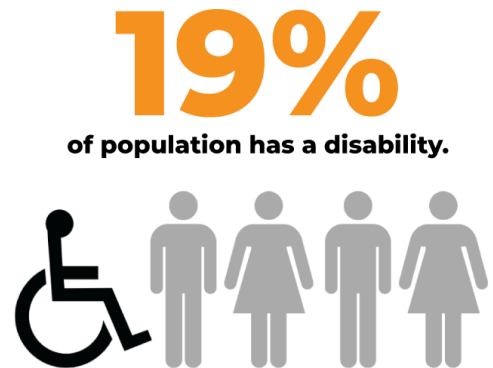
Compliance Criteria

| Passed | Description |
|--------|---|
| Passed | Full Name and primary contact specified |
| Passed | Public Purpose |
| Passed | Governing body Information |
| Passed | Fiscal Year |
| Passed | Full Charter (Ordinance and Establishment) Information |
| Passed | CDD Complete Contact Information |
| Passed | District Boundary map |
| Passed | Listing of taxes, fees, assessments imposed by CDD |
| Passed | Link to Florida Commission on Ethics |
| Passed | District Budgets (Last two years) |
| Passed | Complete Financial Audit Report |
| Passed | Listing of Board Meetings |
| N/A | Public Facilities Report, if applicable |
| Passed | Link to Financial Services |
| Passed | Meeting Agendas for the past year, and 1 week prior to next |

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This 'friendlier' language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

| | |
|-----------------------|---|
| Assistive technology | Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader) |
| WCAG 2.0 | Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled |
| 504 | Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people |
| 508 | An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled |
| ADA | American with Disabilities Act (1990) |
| Screen reader | Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages. |
| Website accessibility | Making your website fully accessible for people of all abilities |
| W3C | World Wide Web Consortium – the international body that develops standards for using the web |

Stoneybrook of Heritage Harbour HOA

New Gate System 4/2024

The new gate and controlled access vendor for Stoneybrook is Universal Access. All materials have been contracted and ordered. Installation was due to start yesterday.

In regards to the areas that belong to the CDD, the vendor will be starting shortly to prepare for installation of new gate lifts and callboxes. In regards to both entrances, there are not any plans to change any locations of current equipment. The current loops do not work properly and Universal will be cutting in to set and new loops that will help the new lifts work properly. The loops will be adjusted to help eliminate the tailgaters that we have currently. There will not be any road way boring. These will be skinny cuts into pavers filled with loop goop. Pavers will not be removed and reinstalled. There will be minimal disruption during the process of replacing all hardware.

The new lifts for residents will be accessible via windshield transponders from the current system. A database is being created to transfer these to the new system.

Residents will also have fobs for gate and or amenity access dependent the length of rental terms, if an owner is compliant per our documents, or not delinquent. Gate access is not removed at all, only the amenities.

Emergency access for all emergency vehicles and government officials as well as large vendors with the similar clicker access will not change. They will continue to have access.

In regards to the visitors' lane, the new Tekwave callbox for the main entrance will allow us to remove the telephone calls that we are currently paying over \$100/month for to answer the phone to simply open the gates. There is an all residents call box app and residents will receive a training video. The app allows residents to issue via computer or their phone app to a visitor as a TEXT. The security of this QR code is good. The QR code is not copyable and not printable. The resident can set access based upon hours, days and can issue 25 active QR codes good for up to 90 days. The 25 qty and 90 days max was voted upon the Stoneybrook Board in March and will be monitored.

Residents can also set up to be in the new callbox directory. The visitor easily types a name and if they are set up, they box calls the owner thru the app for a video call. This allows the resident to verify their visitor that came without a prearranged QR code.

CALL BOX OPTIONS FOR APPROVAL:

1. Visitors who are not here to visit a resident, will be warned thru a sign on top of the call box that a camera is in use. If the CDD allows, we are requesting for this visitor to scan a drivers license by simply holding it up to the reader. There is not a machine to insert the DL. It is simply scanned. The thought here is that all drivers would have an ID to show. The gate will open.
2. This option would be similar to current with a button that says Access and an answering service answers and asks for an address. This will continue to cost the association the \$1000/month.
3. The other option for a visitor if the CDD does not approve the requesting of a DL, is to have a button that simply opens the gate. Residents would prefer some type of question as many visitors who arrive and are not expected simply refuse to state where they are going.

NOTE: If number 1 is not approved and number 2 or 3 is, then we are requesting to move the callbox from the 2nd median and return it to the guardhouse where it was before the last vendor. We would remove the bushes next to the concrete step at the sliding glass doors and simply run wires to it. It would literally take up one foot of that bed. It has been communicated that up to 70% of visitors bypass the stop sign at the median where the callbox is currently and pull up to the guardhouse. This causes traffic and safety issues due to the constant backing up at the visitors gate.

From: [Michell Jones](#)
To: [Andrew Cohen](#)
Cc: [CAM Stoneybrook HOA](#); [Goldyn, Jennifer](#); [Rick Schappacher \(rick@schappachereng.com\)](#); [Shawn Durie; seat2@heritageharboursouthcdd.org](#)
Subject: Re: Stoneybrook- new access system
Date: Tuesday, March 26, 2024 3:26:53 PM
Attachments: [image001.png](#)
[Stoneybrook CDD Review of new access 4.2024.pdf](#)

Good afternoon!

I have verified with the vendor the wiring job for the street loops. I have prepared a pdf attached with all items pertaining to the CDD regarding his work.

I have left the callbox all access option with 3 considerations. The issue of repainting the stop in the main visitor lane at the entrance may be nullified if the CDD does not approve the request to scan a DL. I can circle back with those requests as well.

In addition to the approval of the new callbox at the main entrance, I am requesting the CDD consider at the next meeting a second speed hump at the front entrance RESIDENT lane. There is continued tailgating, continued disregard for our gate arms, continued speeding thru the entrance. There are other properties of the new gate vendor that added a double speed hump that reduced the ability to continue these actions. The speed hump would be of similar width and height and approximately a cars' length behind where it is now. This is for your consideration as well please.

Please let me know if you have any specific questions. I would understand the speed hump requiring a vote. This is not a timely matter. However, the solution of the call box at the main entrance is a timely manner. Should you believe that a vote is required at the April meeting, please advise and I will update the vendor for the call box custom build.

Thank you again for your time and consideration.

Michell Jones
Stoneybrook of HH HOA
Vice President
770-861-0189

On Tue, Mar 26, 2024 at 11:43 AM Andrew Cohen <acohen@flgovlaw.com> wrote:

Thank you!!

Andrew H. Cohen

Andrew H. Cohen, Esq.

Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

6853 Energy Court

Lakewood Ranch, FL 34240

Ph: (941) 306-4730 | Fax: (941) 306-4832

A portion of the firm's practice includes the collection of debts. As such this electronic mail transmission may be an attempt to collect a debt, in which case any information which is obtained will be used for that purpose.

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From: Michell Jones <vicepresident@stoneybrookhoa.com>
Sent: Tuesday, March 26, 2024 11:42 AM
To: Andrew Cohen <acohen@flgovlaw.com>
Cc: CAM Stoneybrook HOA <manager@stoneybrookhoa.com>; Goldyn, Jennifer <Jennifer.Goldyn@inframark.com>; Rick Schappacher (rick@schappachereng.com) <rick@schappachereng.com>; Shawn Durie <president@stoneybrookhoa.com>; seat2@heritageharboursouthcdd.org
Subject: Re: Stoneybrook- new access system

Good morning!

I have asked the new vendor Universal Access to provide me with the road work specs to be performed. All current gate loops need to be pulled out and reworked to work more efficiently. As soon as I have that I will provide everything together.

Michell Jones

On Tue, Mar 26, 2024 at 10:33 AM Andrew Cohen <acohen@flgovlaw.com> wrote:

Good morning:

Could you please provide some more details on the work being performed and the contemplated gate operation after installation of the system?

I have two main concerns:

1. What work is being performed and how is it affecting CDD infrastructure? For example, are you boring into our roadway? Modifying the CDD owned gatehouse? Etc.. (I have copied the CDD engineer for reference).
2. How will the new system function once installed? We need to assure that there is a means for 24/7 access for any member of the general public that arrives at that gatehouse. Will there be a code? Will there be a button to push to talk to a virtual guard??

These are my initial general concerns. The CDD Board meets on 4/2 if there needs to be any Board approvals.

Thank you for checking with us!

Andrew H. Cohen

Andrew H. Cohen, Esq.

Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

[6853 Energy Court](#)

[Lakewood Ranch, FL 34240](#)

Ph: (941) 306-4730 | Fax: (941) 306-4832

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Thank You.

From: Goldyn, Jennifer <Jennifer.Goldyn@inframark.com>
Sent: Tuesday, March 26, 2024 10:21 AM
To: Michell Jones <vicepresident@stoneybrookhoa.com>; Andrew Cohen <acohen@flgovlaw.com>
Cc: CAM Stoneybrook HOA <manager@stoneybrookhoa.com>; Shawn Durie <president@stoneybrookhoa.com>
Subject: RE: Stoneybrook- new access system

Hi Michell,

I have included District Counsel, Andy Cohen, here so he may weigh in on the requirements.

Thank you,

Jennifer Goldyn | Regional Director



[313 Campus Street Celebration, FL 34747](#) – Regional Office – District Mailings

[210 N. University Drive Suite 702 Coral Springs, FL 33071](#)– Accounting Services

Email: jennifer.goldyn@inframark.com

(O) (813) 652-2454 | www.inframark.com

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 **Go Green:** Please do not print this e-mail unless you really need to!

From: Michell Jones <vicepresident@stoneybrookhoa.com>

Sent: Tuesday, March 26, 2024 7:51 AM

To: Goldyn, Jennifer <Jennifer.Goldyn@inframark.com>

Cc: CAM Stoneybrook HOA <manager@stoneybrookhoa.com>; Shawn Durie <president@stoneybrookhoa.com>

Subject: Stoneybrook- new access system

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Good morning!

I have been informed that we need CDD approval for the new gate callbox and possible street signage for our new system contracted to install over the next few weeks. If you can please advise what is needed to review, I can put something together. I leave town Friday.

Our contractor is here over the next few weeks. If you can also advise if this review requires a board vote or just the attorney review. This will help me determine if I need to pause the contractor's work based on the CDD meeting schedule.

Thank you,

Michell Jones

Stoneybrook HOA

Vice President

770-861-0189



Customer:

Heritage Harbour CDD - 9008
Brookfield Terrace Tree Removal 2024
9008 Brookfield Terrace
Bradenton, FL 34212
Office #
Cell # 813-382-7355
Email: kristee.cole@inframark.com

Account Owner:

Tom Bryant
tbryant@sunriselandscape.com
Date: 2/20/2024

9008 Brookfield Terrace Tree Removal 2024



Purpose: Provide pricing to remove pictured tree.

Process: Sunrise to saw cut remove and dispose of off site pictured tree. Price includes tree removal only. Stump removal and or grinding is not included in this proposal.

Result: Failing tree removed as needed.

PROJECT TOTAL: \$4,153.41



Terry's Tree Service of SW FL LLC
 4304 Lorraine Rd
 Bradenton, FL 34211
 941-748-4484

Proposal #24448
 Created: 03/06/2024
 From: Travis Newell

Proposal For

Heritage Harbour South CDD

Inframark Water & Infrastructure Services
 210N. University Drive Suite 702
 Coral Springs, FL 33071

mobile: 813-652-2454
kristee.cole@inframark.com, jennifer.goldyn@inframark.com

Location

9008 Brookfield Terrace
 Bradenton, FL 34212

Terms

Due Upon Receipt

| ITEM DESCRIPTION | QUANTITY | AMOUNT |
|------------------|----------|--------|
|------------------|----------|--------|

| | | |
|---|---|-------------|
| 1) Tree Removal - Live Oak Backyard: Tree is marked with orange tape | 1 | \$ 2,800.00 |
|---|---|-------------|

- * 36" diameter
- * Remove and cut flush
- * All debris hauled away

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. All pruning will be done according to ANSI 300 Pruning Standards.

Balances not paid by the due date are subject to late fees. We accept cash, check, credit cards (3% fee applied), and ACH payments (1% fee with cap of \$10 applied).

Deposits: 25% deposit for all commercial jobs are required. 50% deposit for residential jobs that are \$4,000 or over are required.

| | |
|--------------|--------------------|
| TOTAL | \$ 2,800.00 |
|--------------|--------------------|

Signature

x

Date:

Please sign here to accept the terms and conditions



TERMS AND CONDITIONS

It is agreed by and between TERRY'S TREE SERVICE OF SW FL LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

INSURANCE BY CONTRACTOR: TERRY'S TREE SERVICE OF SW FL LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

CANCELLATION FEE: TERRY'S TREE SERVICE OF SW FL LLC kindly requests that the authorizing party provides at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$300.00 for incurred expenses.

COMPLETION OF CONTRACT: TERRY'S TREE SERVICE OF SW FL LLC agrees to do its best to meet any agreed upon performance dates but shall not be liable for damages or otherwise delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

TREE OWNERSHIP: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow TERRY'S TREE SERVICE OF SW FL LLC to perform specified work. Should any tree be mistakenly identified as to the ownership, the customer agrees to indemnify TERRY'S TREE SERVICE OF SW FL LLC, for any damages or costs incurred from the result thereof.

SAFETY: TERRY'S TREE SERVICE OF SW FL LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on site.

STUMP REMOVAL PRICING: Unless specified in this proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled away unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

BEE REMOVAL/ADDITIONAL TRIP CHARGE: The crew will stop work if bees are involved in the work area. At this time, the customer will be informed and given the following options. Option 1, to handle the bee removal on their end and inform us when the bees are gone, at which point we will come back out to complete the proposed work for an additional trip charge of \$150 and for each additional visit after. Option 2, TERRY'S TREE SERVICE OF SW FL LLC can take care of this in house on behalf of the client, for an additional cost of \$500 or \$450/hour if the subcontracted company requires our assistance and/or our equipment to remove the bees.

CONCEALED CONTINGENCIES: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

SEPTIC TANKS: If the customer is on septic, they are in charge of marking the location of their septic tank. If they do not know the location of their septic tank, they can contact a septic company to locate this for them or TERRY'S TREE SERVICE OF SW FL will need to be made aware so a septic company can be contracted to locate the tank prior to the scheduled work and include the contracted charge onto the proposal.

LAWN REPAIR: TERRY'S TREE SERVICE OF SW FL LLC will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are NOT included in the contract price, unless otherwise noted on this proposal.

DRIVEWAY REPAIR: Terry's Tree Service of SW FL LLC will take all necessary precautions to mitigate risk, however, we do not know the underground conditions of the driveway. Driveway is defined as concrete, pavers, etc. Repairs are NOT included in the contract price and Terry's Tree Service of SW FL LLC will NOT be liable for any damages.

STUMP GRINDING/ PLANTING/ ROOT PRUNING: TERRY'S TREE SERVICE OF SW FL LLC is not LIABLE for any damage done to underground utilities/lighting/irrigation/water/cable or anything else that may be underground around the stump grinding, root pruning, and planting area. We take every precaution to ensure no damage will be done, however once our machines go underground it is impossible for us to see and know what lies beneath. Our goal is to make this process as smooth and safe as possible for our clients and in no way intend to damage underground utilities. We have secured a utility locate through Sunshine 811 for the area surrounding your stump, planting or root pruning to better assist us. The utility locate is simply used as a guideline and does not guarantee that no damage will occur.

CLEAN-UP: Clean-up shall include removing wood, brush, clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

DEPOSITS: TERRY'S TREE SERVICE OF SW FL LLC requires a 25% deposit for all commercial jobs, and a 50% deposit for residential jobs that exceed \$4,000.

TERMS OF PAYMENT: Unless otherwise noted in this proposal, the customer agrees to pay the invoice in full at the completion of the work unless prior arrangements have been made. We accept payment in the form of cash, check , credit cards (includes a 3% fee) and ACH payments (includes a 1% fee up to \$10 cap). Failure to remit full payment within the payment term will result in a finance charge of 15% per month.

RETURN CHECK FEE: There will be a \$45.00 fee charged for all checks returned to our office due to non-sufficient funds.

By signing the proposal from TERRY'S TREE SERVICE OF SW FL LLC you agree and acknowledge all the terms and conditions listed.

Thank you for making TERRY'S TREE SERVICE OF SW FL LLC your tree care specialist of choice!



Customer:

Heritage Harbour CDD - 9008
Brookfield Terrace Tree Removal 2024
9008 Brookfield Terrace
Bradenton, FL 34212
Office #
Cell # 813-382-7355
Email: kristee.cole@inframark.com

Account Owner:

Tom Bryant
tbryant@sunriselandscape.com
Date: 2/20/2024

9008 Brookfield Terrace Tree Removal 2024



Heritage Harbour CDD Tree Behind 9008 Brookside Terrace - 2.6.24 - Page 1
10000 10th Ave East - Bradenton, Florida 34203 Phone: (941) 200-7500



Purpose: Provide pricing to remove pictured tree.

Process: Sunrise to saw cut remove and dispose of off site pictured tree. Price includes tree removal only. Stump removal and or grinding is not included in this proposal.

Result: Failing tree removed as needed.

PROJECT TOTAL:



Brown's Tree Service LLC
 2208 72nd Terrace E
 Sarasota, FL 34243 US
 +1 9417568733
 estimates@brownstree.org
 brownstreeservicefl.com



Estimate

Heritage Harbour South CDD
 210 N. University Drive Suite
 702
 Coral Springs, Florida 33071

| | | |
|---------------|------------|--|
| 1351133177931 | 03/06/2024 | |
| 535030 | | |

| | | | |
|--|---|----------|----------|
| Tree Services | | | |
| REMOVE LARGE OAK TREE BEHIND 9008 BROOKFIELD TERRACE / CUT FLUSH REMOVE ALL DEBRIS | 1 | 2,135.00 | 2,135.00 |
| TREE HAS A LARGE CAVITY AT THE MAIN BRANCH UNION | | | |

Thank you for your business. Please advise, Browns is not responsible for the following; damaged screens, landscape lighting, underground utilities (to include irrigation, cables, pipes, wires, etc.). Thanks for choosing Brown's Tree Service.

TOTAL **\$2,135.00**

Accepted By

Accepted Date



Heritage Harbor Tree Removal 2-24

Date 2/15/2024

Customer Jennifer Goldyn | Inframark | 313 Campus Street | Celebration, FL 33071

Property Heritage Harbor CDD | 5540 E State Road 64 Ste 220 | Bradenton, FL 34208

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakenurseryinc.com or (813) 948-4736.

Remove distressed tree behind 9008 Brookfield Terrace.

Tree Removal

Tree Removal

| Items | Quantity | Unit | Price |
|-------------------------|----------|------|-------------------|
| Distressed Tree Removal | 1.00 | ea | \$4,437.50 |
| Tree Removal : | | | \$4,437.50 |
| PROJECT TOTAL: | | | \$4,437.50 |

Terms & Conditions

Terms & Conditions

Payment Terms

- Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.
- Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.

- If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.

E x c l u s i o n s

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- **This Proposal price is valid for Thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.**
- Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.
- Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.
- Soil replacement where base material and/or aggregate material was removed for proper planting
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges
- MOT for temporary traffic control
- Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs
- Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape
- We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed
- Backflow Connection
- Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.
- Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation

system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

- Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:
- Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.
- Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.
- Existing tree preservation, barricading, pruning, root pruning, or inventory
- Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work
- Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors
- Warranty on transplanted plant material from the project site
- Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

Procedure for Extra Work, Changes and Escalation

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using current market prices

Escalation Clause

- In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work
- Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract
- Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site,

and to secure additional required site information from appropriate government and other authorities.

- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client
- Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor
- Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.
- Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.
- Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials

- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.
- Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By _____
Epifanio Carvajal Ulloa

Date 2/15/2024

Pine Lake Services, LLC

By _____
Jennifer Goldyn

Date _____

Inframark