

***HERITAGE HARBOR
COMMUNITY DEVELOPMENT DISTRICT***

Agenda Package

Workshop Meeting

***Wednesday
July 15, 2020
5:30 p.m.***

***Location:
Zoom
Conference Call
Audio Only***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Heritage Harbor Community Development District

DPFG Management & Consulting, LLC

[X] 250 International Parkway, Suite 280
Lake Mary FL 32746
(321) 263-0132 Ext. 4205

[] 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
(813) 374 -9105

July 9, 2020

Board of Supervisors
Heritage Harbor Community Development District

Dear Board Members:

The Workshop Meeting of the Board of Supervisors of the Heritage Harbor Community Development District is scheduled for **Wednesday, July 15, 2020 at 5:30 p.m. via Zoom Conference Call – Audio Only.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Comings-Thibault

Patricia Comings-Thibault
District Manager

Cc: Attorney
Engineer
District Records

Heritage Harbor Community Development District

Board of Supervisors Workshop Meeting

Wednesday, July 15th at 5:30 PM

via Zoom – **AUDIO ONLY**

Dear Residents

We welcome you to join us for the Board of Supervisors Meeting to be held on Wednesday, July 15th at 5:30 PM. This meeting will be held via Zoom, an online platform that allows us to hold necessary Board meetings without having to leave the safety of your home. While many may know and have used Zoom as a video conference platform, we will be using it in audio only mode, so there will be no visual on your end to visually see, so as a note, your computer is working fine if you do not see a video stream. With Zoom you have two options for joining the meeting; telephone or computer, and it will all be audio based, meaning no video recording. Please follow the instructions below for either telephone or computer attendance. If you have any questions in regard to the agenda, please email them to patricia.thibault@dpg.com before the meeting so that they can be answered accordingly. Please be advised that the meeting will not start until the host, the District Manager, has started the meeting. Thank you for your patience in these trying times and we look forward to hearing from you.

Join Zoom Meeting by Computer

<https://us02web.zoom.us/j/89007603051?pwd=OXB0ZVM3L2lmeWE1azRPaWZlV3QyUT09>

Meeting ID: 890 0760 3051

Password: 262448

Join Zoom Meeting by Phone

Dial by your location – Follow the Prompts – Meeting ID - **890 0760 3051** – Hit # when it requests a participant ID

+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

District: **HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Wednesday, July 15, 2020

Time: 5:30 PM

Location: Zoom – Conference Call – Audio
Only

Dial-in Number: +1 253 215 8782
Guest Access Code: 890 0760 3051

Workshop Agenda

I. Call to Order

II. Business Matters

A. Presentation of the Fourth Amendment to Sublease of Golf Course Exhibit 1
Concession for Information Purposes Only

B. Presentation of the Sample RFP for Lease of Restaurant Facilities Exhibit 2

III. Adjournment

EXHIBIT 1

**FOURTH AMENDMENT TO THE SUBLEASE AGREEMENT
AND GOLF COURSE CONCESSION**

This Fourth Amendment to the Sublease Agreement and Golf Course Concession (the “**Amendment**”) hereby modifies and amends the Sublease Agreement and Golf Course Concession by and between the Heritage Harbor Community Development District, a special purpose unit of local government (the “**District**”) and Olympian Restaurant and Bar, Inc., a Florida Corporation, d/b/a Rocky’s Sports Grill, (“**Rocky’s**”), dated January 7, 2008, as amended by the Amendment to the Sublease Agreement and Golf Course Concession, dated October 1, 2010, as amended by the Second Amendment to the Sublease Agreement and Golf Course Concession (“**Second Amendment**”), dated August 20, 2013, and further amended by the Third Amendment to the Sublease Agreement and Golf Course Concession, dated May ____, 2014 (collectively, the “**Sublease**”), and shall be effective upon execution by the District and Rocky’s.

Recitals

WHEREAS, on March 31, 2020, Rocky’s delivered written notice to the District exercising the last renewal option under the Sublease and extending the expiration date of the Sublease to December 31, 2022; and

WHEREAS, subsequently, on June 17, 2020, the District and Rocky’s mutually agreed to make certain modifications to (i) Base Rent payment terms, and (ii) the termination date of the Sublease, as more particularly described in this Amendment.

Agreement

For and in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The expiration date for the Second Option Term of the Sublease is hereby modified and amended to read: June 30, 2021, upon which date the Sublease shall expire and terminate.
2. Commencing as of June 1, 2020, and continuing each month thereafter through March 30, 2021, the Base Rent due and payable to the District is hereby modified and reduced to \$4,200 per month. Thereafter, Base Rent for the month of April 2021 shall be reduced to \$3,000; and Base Rent for the remaining two (2) months of May and June 2021 shall be reduced to \$0.00. Throughout the remainder of the Term, the District waives any requirement for increases in Variable Costs under Section 4 of the Sublease.
3. On July 1, 2021, the District will take possession of Rocky’s _____ Beverage Cart (the “**Cart**”), under Rocky’s existing two (2) year lease, and assume responsibility for the lease and the remaining payments, provided the Cart

is received in good and clean operating condition (reasonable wear and tear excepted), the Cart lease is not otherwise in default, and the remaining monthly payments do not exceed \$269.00 per month.

- 4. Except as modified by this Amendment, the terms and conditions of the Sublease are hereby ratified and confirmed by the parties.

Executed on the ____ day of June, 2020.

Witnesses:

Signature

Print name

Signature

Print name

DISTRICT
Heritage Harbor Community Development
District

By: _____

Print Name: _____

Title: _____

Date: _____

Witnesses:

Signature

Print name

Signature

Print name

ROCKY'S
Olympian Restaurant and Bar, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of June, 2020, by David Penzer, as Chair of the Board of Supervisors of Heritage Harbor Community Development District, for and on behalf of the District. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

My Commission Expires: _____

Name typed, printed or stamped

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of June, 2020, by _____, as _____ of Olympian Restaurant and Bar, Inc., for on and on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

My Commission Expires: _____

Name typed, printed or stamped

EXHIBIT 2

**_____ Community
Development District**

**Request for Proposals
To Lease the _____
Restaurant Facilities**

_____ RESTAURANT FACILITY LEASE REQUEST FOR PROPOSALS

1.1 Introduction

The _____ Community Development District ("District") is soliciting competitive proposals ("Proposal(s)") from qualified professional restaurant operators ("Applicant(s)"), to lease the _____ Restaurant Facility and golf course food/beverage cart concession. Facilities to be leased and/or licensed, respectively, are owned by the District, including an approximately _____ square foot restaurant located in the clubhouse building and a golf course food and beverage cart concession (the "Restaurant Facilities"). The District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, managed by _____ ("District Manager") on behalf of the _____ Community Development District Board of Supervisors ("Board"). All meetings of the Board are publicly noticed and all decisions of the Board are made at public meetings in compliance with Florida's Sunshine law. All records of the District are public records pursuant to Florida law. The RFP includes instructions, a scope of work, and a Proposal Form. The lease/license agreement for the Restaurant Facilities in the District ("Lease Agreement") is subject to negotiation and approval by the Board.

The _____ golf course is a public golf course facility consisting of an 18 hole golf course with pro shop, and an approximately _____ square foot restaurant and bar with full liquor license. The clubhouse consists of a _____ square foot building containing the restaurant, pro shop, cart barn and other recreational amenities for the District residents. The golf course and Restaurant Facilities are currently managed by _____. The existing management contract for the Restaurant Facilities will be terminated by the District on _____, prior to execution of the Lease Agreement. The public golf course generates approximately _____ rounds of golf annually. The restaurant generated over \$_____ in revenue in 20____ from banquets, beverage cart sales, and lunch and dinner sales. Food service operations in 20_____ were limited and not full service. All furniture, fixtures and equipment for the operation of the Restaurant Facilities are owned by the District. The District anticipates entering into a Lease Agreement for the interior portions of the Restaurant Facilities, i.e., the approximately _____ square foot restaurant and _____ areas, and granting an exclusive license or food and beverage concession (in conjunction with and as a part of the Lease Agreement) to the Applicant for use of the exterior portion of the Restaurant Facilities and to serve the golf course.

1.2 Proposal Selection Procedure

The District anticipates awarding the Lease Agreement for the Proposal Most Advantageous to the District. The "Proposal Most Advantageous to the District" means, in the sole discretion of the Board, the proposal (i) submitted by the firm best capable and qualified in

all respects to operate the Restaurant Facilities for delivery of quality food and beverage services with integrity and reliability to assure good faith performance, (ii) the most responsive to the RFP as determined by the Board, and (iii) which proposes the greatest revenue (base rent plus % of gross revenues) to the District. Proposals may not be modified after opening. If only one Proposal is received, the District may proceed with the negotiation of a Lease Agreement with such Applicant. The District reserves the right to reject all Proposals. If no responses to the RFP are received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the proposed Lease Agreement. Applicants not receiving a Lease Agreement shall not be entitled to recover any costs for Proposal preparation or submittal from the District.

1.3 Service Agreement Term

District and the selected Applicant ("Leesee") will execute a Lease Agreement for a term of not less than _____ years.

1.4 Applicant Instructions

Sealed Proposals are invited for all work as defined, suggested, or implied in the RFP, as well as any addenda issued to Applicants prior to the submission of proposals.

The "Leesee" shall promptly enter into negotiations after receiving written notice of the award. The District expects to enter into a Lease Agreement with the Contractor within 30 days after receipt of notice of the award.

This RFP does not guarantee that a Lease Agreement will be awarded. The District expressly reserves the right to reject any or all Proposals at any time and until such time as a Lease Agreement is executed. The District reserves the right to waive any discrepancies or technicalities in any Proposal received. The District further reserves the right to request modification or supplementation of any or all Proposals.

1.5 Proposal Preparation

This RFP includes a Scope of Services and a Proposal Form which shall be addressed in the Proposal. The District reserves the right to request additional information if clarification is needed.

1.6 Proposal Delivery

One (1) electronic copy sent via e-mail and seven (7) hard copies of the Proposal shall be delivered to the District Manager, c/o _____, at the address listed below, no later than **12:00 p.m. on XXXX, 20____** (the "Proposal Delivery Date"), at which time all Proposals shall be publicly opened. Please submit Proposals to _____, Attention: _____.

All requests for additional information, including, without limitation, information regarding

the historical business experience of the golf course and restaurant, allocation of costs, income and expenses, facilities, and a tour of the facilities shall be directed to _____ . All completed Proposals shall be submitted in a sealed opaque envelope which states on the outside: "SEALED PROPOSAL FOR THE LEASE OF RESTAURANT FACILITIES OF _____ CDD." Proposals communicated by Applicants orally will be rejected. No Proposals will be accepted after the above stated time. Submission extensions will not be allowed unless expressly stated in writing by the District Manager.

1.7 Opening Proposals

All Proposals received prior to the Proposal Delivery Date will be securely kept until the time and date stated above for opening the Proposals, at which time all Proposals will be publicly opened at the above referenced offices of the District Manager.

1.8 Interpretation and Addenda

No oral interpretations will be made to any Applicant as to the meaning of the Scope of Services. Interpretations, if made, will be written in the form of an addendum and sent to all Applicants.

1.9 Examination of the Site

Each Applicant is required to have visited the Restaurant Facilities and thoroughly familiarized itself with all conditions pertinent to the leasing such facilities, in total, as is indicated in the Scope of Services.

No relief from any obligation of the Lease Agreement or compensation will be granted because of lack of knowledge of the site or conditions under which the Lease Agreement will be performed. (e.g., general working conditions, accessibility, condition of the premises.)

1.10 Insurability

Each Applicant shall supply with its Proposal evidence of insurability. Insurance limits must be consistent with commercial coverage requirements for similar facilities and acceptable to the District..

1.11 Proposal Duration

The Proposal must state that it will be valid and effective for a minimum of 120 calendar days starting with the day following the Proposal Delivery Date.

1.12 Base Rent Instructions

Applicants shall submit their proposed Base Rent for the Restaurant Facilities and proposed Percentage Rents based on gross revenue (“Additional Rent”) on the Proposal Form.

1.13 Lessee Resume

Each Applicant shall submit with its Proposal a complete resume of experience and qualifications. The information should include, at a minimum: the length of time the Applicant has been in business, customer references, and restaurant management experience.

The Applicant’s shall be required to make financial statements for the past 2 years, together with such other records and financial information as the District may require to demonstrate the financial capacity of the Applicant to adequately capitalize and operate the Restaurant Facilities, available for review by a designated representative of the District.

1.14 Signature and Legibility

The name, address, signature of the Applicant, and the rent information shall be clearly and legibly written on the Proposal Form. Applicant’s Proposal shall be signed by a person legally authorized to bind the Applicant to a Lease Agreement.

1.15 Presentations of Proposals to the Board

The Board will require and anticipates interviewing all qualified Applicants at it’s meeting on XXXXXXX at the _____ Clubhouse located at: _____.
The Board reserves the right to reschedule the date of the interviews and presentations to another date, and if so, will provide appropriate notice to the Applicants.

SCOPE OF SERVICES

The Lease Agreement for operation of Restaurant Facilities does not include, within the Scope of Services, management of the golf course, clubhouse and recreation facilities such as the pool, tennis courts, fitness facility and CDD common areas. The Lease Agreement will be strictly limited to the Restaurant Facilities and operation of food and beverage services within those areas. This RFP and Scope of Services description is intended to describe the basic terms governing the use and operation of the Recreational Facilities. Upon successful negotiation of these basic terms, the Applicant and the District will negotiate a Lease Agreement in which the terms and conditions will incorporate customary commercial lease provisions and more specifically address pertinent issues related to the Applicant’s use and occupation of the premises and the facilities.

Other required services are as follows:

General Use Restrictions. It is anticipated that the Applicant shall use the approximately _____ square foot restaurant solely for restaurant and banquet hall uses, including food and beverage service for all outdoor service areas, and shall at all times maintain the Restaurant Facilities in a neat, clean, and operational condition. Applicant shall have the exclusive right to provide food and beverage service at the Restaurant Facilities, and shall operate the restaurant business in a dignified manner, in accordance with high standards of restaurant operation, so as to maintain a character in keeping with that of the _____ golf course, clubhouse, and the surrounding _____ community. During all daylight hours of operation for the golf course, Applicant shall provide food and beverage services to and on the District's golf course, which shall include service of alcoholic beverages on the beverage cart provided for Applicant's use by the District. Applicant shall be responsible to pay all operating and maintenance costs of the beverage cart (including insurance). Applicant shall keep the beverage cart well stocked and cause the beverage cart to regularly circulate on the golf course for purposes of food and beverage sales. Applicant shall at all times and at its own expense, comply with all laws, ordinances, orders, rules and regulations of any municipal, county, state or federal governmental authority or other governmental authority having or claiming jurisdiction over the Restaurant Facilities, and shall obtain all licenses and permits required or necessary for operation of the Restaurant Facilities. If any law, regulation or rule requires that an alteration, repair, addition or other change be made to any part of the Restaurant Facilities, such work shall be done at Applicant's sole expense. Applicant shall be required to maintain and repair/replace leased assets as needed. Applicant shall abide by, and cause its agents, employees, licensees and invitees to abide by the rules and regulations promulgated by the District, as amended from time to time. Use and placement of vending machines shall require approval of the Board at the Board's sole discretion.

Reporting

1) Applicant shall be required to submit a report of monthly gross revenues from their operational accounting software (within 10 days of month end), showing sales for the following:

- 1) Restaurant food and soft beverages
- 2) Restaurant alcohol
- 3) Cart food and soft beverages
- 4) Cart Alcohol
- 5) All other merchandise sales, if any
- 6) Total Gross Revenue

[All "other merchandise sales" are subject to approval by the Board at its sole discretion; no merchandise sales that compete with the golf course or pro-shop will be permitted.]

2) Applicant shall submit a copy of the quarterly sales tax return to the State of Florida, within ten (10) days from the date of submittal to the state.

REQUIRED PROPOSAL FORMAT:

Contractor Resume

Each Applicant shall submit with its Proposal a complete resume of relevant experience and qualifications. The information should include, at a minimum: length of time the Applicant has been in business, customer and business references, experience with restaurant management.

BUSINESS/MARKETING PLAN:

- Preparation of a business/marketing plan specific to the needs of the Restaurant Facility. The plan should include objectives to grow the top line as well as identification of operating efficiencies.
- Description of the proposed style or type of restaurant operation (whether full service, sports bar, bar and grill, etc.), and any theme or special characteristic to the proposed business operation, sample menu or other such pertinent information.
- Proposed daily hours of operation throughout the calendar year.
- Describe any changes or improvements to the Restaurant Facilities that are or may be required to implement the business plan, including whether the Applicant will be responsible for the cost of such changes or improvements.

PROPOSED LEASE TERMS:

- Provide proposed monthly base rent.
- Provide proposed percentage rent based on gross annual revenue, as additional rent.
- Proposed term of lease.
- Special terms or conditions required.

OTHER:

Applicant shall address any terms of conditions not otherwise addressed in this RFP and Scope of Services, which Applicant determines are essential requirements of conditions relating to the proposal.

Lease of _____ Restaurant Facilities

_____ Community Development District
Tampa, Florida

The undersigned Applicant hereby submits this proposal to operate the Restaurant Facilities at _____, in a manner consistent with the Scope of Services and the RFP received from the _____ CDD, and enter into a Lease Agreement acceptable to the _____ CDD on the following rental terms.

PROPOSED RESTAURANT FACILITY MONTHLY RENT	\$ _____
PROPOSED PERCENTAGE RENTS BASED ON GROSS ANNUAL REVENUE (ADDITIONAL RENT)	\$ _____

Applicant Name _____

Address _____

Signature _____

Title _____

Telephone Number _____

Date _____

Name of Applicant (Business Name)

Date: _____

By: _____

Name: _____

Title: _____