

November 2, 2020

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

**AGENDA**

Dear Board Members,

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors will be held on **Tuesday, November 10, 2020 at 4:00 p.m.** at the Stoneybrook Golf Club located at 8000 Stone Harbour Loop, Bradenton, Florida 34212. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on October 6, 2020 ..... Tab 1
  - B.** Consideration of Operation & Maintenance Expenditures for September 2020..... Tab 2
  - C.** HOA Updates
    1. Heritage Harbour Master HOA
    2. Stoneybrook HOA
    3. Lighthouse Cove HOA
- 4. STAFF REPORTS**
  - A.** Aquatic Service Reports..... Tab 3
  - B.** District Counsel
    1. Update on Aquaterra
  - C.** District Engineer
    1. Consideration of Storm Water Repairs ..... Tab 4
    2. Update on Vegetation Removal by Solitude
  - D.** District Manager
    1. Financial Update
    2. Security Update & Traffic Monitoring Report
    3. Timeline Review ..... Tab 5
    4. Action Item List Review ..... Tab 6
    5. Insurance Review..... Tab 7
- 5. NEW BUSINESS**
  - A.** Consideration of First Addendum to District Management Services Contract..... Tab 8
  - B.** Consideration of Revised Master HOA Maintenance Agreement..... Tab 9
- 6. SUPERVISOR REQUESTS & COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at (813) 933-5571.

Sincerely,

*Gregory B. Cox*

Greg Cox  
District Manager

# **Tab 1**

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors was held on **Tuesday, October 6, 2020 at 4:06 p.m.** using communications media technology pursuant to Executive Orders issued by Governor DeSantis pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum were:

Tad Parker	<b>Board Supervisor, Chairman</b>
Mike Neville	<b>Board Supervisor, Vice-Chairman</b>
Larry Lovell	<b>Board Supervisor, Asst. Secretary</b>
Rick Lane	<b>Board Supervisor, Asst. Secretary</b>
Larry Eichert	<b>Board Supervisor, Asst. Secretary</b> <i>(joined the meeting at 4:16 p.m.)</i>

Also present were:

Greg Cox	<b>District Manager; Rizzetta &amp; Company</b>
Andy Cohen	<b>District Counsel; Persson, Cohen &amp; Mooney, P.A.</b>
Rick Schappacher	<b>District Engineer; Schappacher Engineering</b>
Jason Jaszak	<b>Representative, Solitude</b>

Audience **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cox called the meeting to order and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

No audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board  
of Supervisors Regular Meeting held  
on September 1, 2020**

On a motion from Mr. Lovell, seconded by Mr. Parker, with all in favor, the Board approved the minutes of the Board of Supervisors meeting held on September 1, 2020, as presented, for the Heritage Harbour South Community Development District.
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46 **FOURTH ORDER OF BUSINESS** **Consideration of Operation**  
47 **Maintenance Expenditures for August**  
48 **2020**  
49

50 Mr. Cox presented the Operations and Maintenance Expenditures for August 2020  
51 totaling \$30,885.03 and addressed questions from the Board.  
52

On a motion from Mr. Lane, seconded by Mr. Parker, with all in favor, the Board approved to ratify the payment of the invoices in the Operations and Maintenance expenditures report for August 2020 totaling \$18,648.67, for the Heritage Harbour South Community Development District.

53 **FIFTH ORDER OF BUSINESS** **Heritage Harbour Master HOA Update**  
54  
55

56 Mr. Gene Zeiner presented the Heritage Harbour Master HOA update. Mr.  
57 Zeiner noted that vandalism was getting out of control in the central park areas and that  
58 they would be strictly enforcing the use during hours of dawn to dusk. He indicated that  
59 the HOA would be meeting with the Manatee County Sheriff Office regarding closing the  
60 parking lots and would be exploring options to install cameras in the area.  
61

62 **SIXTH ORDER OF BUSINESS** **Stoneybrook HOA Update**  
63

64 Mr. Tom Bakalar presented the Stoneybrook HOA update and requested that the  
65 Board consider modifying Manatee County Sheriff Office patrols to focus less on traffic  
66 and more on security to focus on suspicious activities between the hours of 10 p.m. and  
67 2:00 a.m.  
68

69 **SEVENTH ORDER OF BUSINESS** **Lighthouse Cove HOA**  
70

71 There was no Lighthouse Cove HOA update presented to the Board.  
72

73 **EIGHTH ORDER OF BUSINESS** **Staff Reports**  
74

75 **A. Aquatic Service**  
76

77 Jason Jaszczak presented the Solitude aquatic maintenance report. He reminded  
78 everyone that the Manatee County fertilizer ban had been lifted and that they  
79 could see a change in water quality and algae blooms as residents begin using  
80 those fertilizers again. Mr. Jaszczak indicated he will continue to monitor the pond  
81 status. He noted that Pleco fish removal continues in Pond 30, having removed  
82 46 total Pleco fish between 8 and 13 inches. He noted that he would be meeting  
83 with the District Engineer the next day to review drainage areas and wetlands to  
84 confirm all work was properly completed. Mr. Lovell requested that Solitude  
85 consider trapping Plecos in Lake 31 on their next visit.  
86  
87  
88  
89  
90

91 **B. District Counsel**

92  
93 Mr. Cohen with Persson, Cohen & Mooney, P.A. provided an update regarding  
94 his on-going work with Aquaterra and Lennar and plans to arrange a meeting to  
95 further discuss the agreement. He noted that he continues to work with Lennar  
96 for the transfer of property. Mr. Cohen addressed the current seat vacancies and  
97 the need for the Board to declare Seats 2 and 4 vacant as of November 17,  
98 2020, and that the Board should appoint a qualified resident, which could be an  
99 incumbent Board member, to fill those seats within 90 days. He explained that  
100 Supervisors in those seats will remain on the Board until such time the Board fills  
101 those seats after November 17, 2020.  
102

On a motion from Mr. Lane, seconded by Mr. Parker, with all in favor, the Board declared Seats 2 and 4 vacant as of November 17, 2020, for the Heritage Harbour South Community Development District.

103  
104 **C. District Engineer**

105  
106 Mr. Rick Schappacher provided the District Engineer update regarding a  
107 scheduled walk through with Solitude the next day to inspect completion of  
108 vegetation cleanup of stormwater control structures. Solitude has committed to a  
109 \$2,600.00 dollar credit for the work that should not have been included in the  
110 original invoice for the work and Rick will either modify current invoice or Solitude  
111 will resubmit a new one. He also reported that the roadway paint striping was  
112 completed, and he requested the Board review the proposal from Gorilla Kleen  
113 for curb power washing service. He stated only one proposal was obtained due  
114 to a three-year contract with the vendor.  
115

On a motion from Mr. Parker, seconded by Mr. Lane, with all in favor, the Board approved the Gorilla Kleen proposal in the amount of \$15,167.70, for the Heritage Harbour South Community Development District.

116  
117 Mr. Schappacher informed the Board of the addition of a right-hand turn lane off  
118 State Road 64 into the commercial area. Mr. Schappacher noted that he was  
119 working with Mr. Zeiner on identifying sidewalk repairs that were needed and  
120 would await direction from the Master HOA before soliciting proposals.  
121

122 **D. District Manager**

123  
124 Mr. Cox reminded the Board that the next regular meeting was scheduled for  
125 Tuesday, November 10, 2020 at 4:00 p.m.  
126

127 Mr. Lane requested that the CDD should continue to invest District funds in  
128 interest bearing accounts and that a Board member should watch over the  
129 investments on a routine basis going forward.  
130

131 Mr. Cox provided an update on security and traffic monitoring. The Board  
132 requested the radar speed signs be relocated back into the Stoneybrook and  
133 Lighthouse Cove communities.

134 **TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-01;  
Re-Designating Assistant Secretary**

135  
136  
On a motion from Mr. Lane, seconded by Mr. Parker, with all in favor, the Board approved to adopt Resolution 2021-01; Re-Designating Assistant Secretary, for the Heritage Harbour South Community Development District.

137  
138 **ELEVENTH ORDER OF BUSINESS**

**Discussion of Maintenance Property  
to the Master HOA**

139  
140  
141 Mr. Cox opened a discussion regarding the current maintenance agreement with  
142 the Master HOA and Mr. Cohen suggested that he provide an updated version of the  
143 agreement to the Board. Mr. Cohen indicated that he felt there was a need to  
144 memorialize the assumption of the stormwater maintenance by the Master HOA and its  
145 selected vendor into the agreement. Mr. Cohen noted that he would circulate a  
146 modified agreement to the Board and staff.

147  
148 **TWELFTH ORDER OF BUSINESS**

**Discussion of Disc Golf Course**

149  
150 Mr. Cox opened a discussion regarding the proposal for the installation of a disc  
151 golf course and Mr. Lovell requested to know how the insurance companies from the  
152 CDD and HOA viewed the installation. Mr. Cox and Mr. Zeiner both indicated that the  
153 insurance providers had little issue so long as the course was for recreational use. Mr.  
154 Lovell commented that he felt that the Master HOA should cover the cost and not the  
155 CDD. Mr. Neville commented that he felt that the proposal had been presented  
156 previously and voted down and therefore, without a significant change in the proposal, it  
157 should not be presented again. From the Master HOA perspective. Mr. Zeiner added  
158 that he is opposed to the additional maintenance cost and for sidewalks to be used as  
159 tee boxes.

160  
On a motion from Mr. Lane, seconded by Mr. Parker, with three in favor, and Mr. Neville and Mr. Lovell, opposed, the Board approved the disc golf installation proposal with a not-to-exceed amount of \$8,000.00, for the Heritage Harbour South Community Development District.

161  
162 **THIRTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

163  
164 Mr. Neville requested to know if other members were experiencing spam in their  
165 CDD emails. A short discussion ensued, and Mr. Cox noted that he will review with  
166 Rizzetta's IT support.

167  
168  
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171  
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174

175 **FOURTEENTH ORDER OF BUSINESS**                      **Adjournment**

176

177 On a motion from Mr. Neville, seconded by Mr. Lane, with all in favor, the Board  
178 approved to adjourn the meeting at 5:47 p.m. for the Heritage Harbour South  
179 Community Development.

180

181

182

183

184

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

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

DRAFT



## **Tab 2**

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

## Operation and Maintenance Expenditures September 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2020 through September 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$27,178.62**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_ Assistant Secretary

# Heritage Harbour South Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
A N J Excavation LLC	001347	Invoice#11	Erosion at Signage 07/20	\$ 650.00
Larry G. Lovell	001353	LL090120	Board of Supervisor Meeting 09/01/20	\$ 200.00
Lawrence R. Eichert	001351	LE090120	Board of Supervisor Meeting 09/01/20	\$ 200.00
Michael Joseph Neville	001354	MN090120	Board of Supervisor Meeting 09/01/20	\$ 200.00
Office Dynamics	001350	00031591	5 Book Copied 08/20	\$ 330.85
Persson, Cohen & Mooney, P.A	001355	25168	Professional Services 08/20	\$ 3,864.50
Richard D. Lane	001352	RL090120	Board of Supervisor Meeting 09/01/20	\$ 200.00
Rizzetta & Company, Inc.	001348	INV0000052524	District Management Fees 09/20	\$ 5,031.50
Rizzetta Technology Services	001349	INV0000006170	Email & Website Hosting Services 09/20	\$ 175.00
Schappacher Engineering LLC	001358	1700	Engineering Services 08/20	\$ 4,612.50
Solitude Lake Management	001359	PI-A00468292	Monthly Lake Maintenance 09/20	\$ 2,355.00
Solitude Lake Management	001359	PI-A00468293	Monthly Wetland Maintenance 09/20	\$ 2,712.00
Solitude Lake Management	001359	PI-A00468294	Fisheries Management Services 09/20	\$ 525.00
Tad Parker	001356	TP090120	Board of Supervisor Meeting 09/01/20	\$ 200.00

# Heritage Harbour South Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Truscapes Industries, Inc.	001360	81172	Removal Electrical components 09/20	\$ 2,689.77
U.S. Bank	001357	5849378	Trustee Fees Series 2015 8/20- 07/21	<u>\$ 3,232.50</u>
<b>Report Total</b>				<b><u>\$ 27,178.62</u></b>

## **Tab 9**

**MAINTENANCE AGREEMENT BETWEEN HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT AND HERITAGE HARBOUR  
MASTER ASSOCIATION, INC.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

Heritage Harbour South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is ~~3434 Colwell Avenue, Suite 200, Tampa, Florida 33614~~ 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District" or "CDD"), and

Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation, whose address is c/o ICON Management Services, Inc., 5284 Paylor Lane, Sarasota, FL 34240 (the "HOA").

**RECITALS**

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

**WHEREAS**, the infrastructure that is subject to this Agreement is more particularly set forth in attached Exhibit "A" ("District Facilities"); and

**WHEREAS**, the HOA is a private not-for-profit corporation serving as an association of certain property owners, including but not limited to property owners within the boundaries of the District, with a purpose of managing certain common property and amenities in the Heritage Harbour community; and

**WHEREAS**, the District and the HOA have a mutual interest in insuring that the District Facilities are managed and maintained to the highest standards; and

**WHEREAS**, the District and the HOA agree that it is in the best interest of the Heritage Harbour Community ("Community") to have the HOA perform certain maintenance tasks with respect to the District Facilities to ensure efficiency, consistency and continuity of the maintenance tasks; and

**WHEREAS**, the HOA is willing and able to perform the daily routine maintenance of the District Facilities under the supervision of the ~~District Manager~~ HOA Property Manager with routine reporting to the District Manager and in accordance with this Agreement and guidelines coordinated with District staff; and

**WHEREAS**, the HOA is willing to contract with vendors that meet the requirements for insurance and other means of protection that are mandated by the CDD for work on CDD owned property; is willing to seek out the most qualified and cost effective vendors for performing the work; and is willing to coordinate with CDD District management and the CDD.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this

Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. **Scope of Work.** The HOA will perform the tasks listed in the Scope of Work at Exhibit B ("Scope") ensuring full compliance with all applicable statutes including the general law charter of the District, ordinances, District rules and administrative rules and regulations, applicable permit requirements and all applicable law. The District shall provide HOA all such rules of the District that govern this Agreement. All contracts that exceed the limits established by law for public competitive bidding shall comply with the competitive procurement requirements of the District's operating rules and applicable statutory law. ~~Under the supervision of the District Manager, and using forms and procedures provided by the District Manager and agreed to by the HOA, the HOA shall certify annually, to the District Manager, with copies to the Chair of the board and District counsel, its compliance specifically with its duties under this Agreement.~~
3. **Funding.** The HOA will provide the funding for the services provided in the Scope of Work. Upon request by the District, the HOA will provide copies of its proposed budgets for each fiscal year. Repairs required for District-owned property will be reported to the District Manager by the HOA and coordinated by and funded by the responsible party referenced in the Scope of Work which in some cases might be considered as a Capital Expense to be funded by the District.
4. **Term and Renewal.** The term of this Agreement shall be ~~five (5)~~ three (3) years from execution by the last of both parties to this Agreement. This Agreement renews automatically for one (1) year periods unless terminated or modified as referenced herein. Either party may terminate this Agreement for any reason in its sole and absolute discretion, with or without cause, on September 30<sup>th</sup> of each calendar year provided the terminating party provides the other party written notice of termination no later than May 30<sup>th</sup> of such calendar year. If notice of termination is provided after May 30<sup>th</sup> of each year, then the effective date of termination shall be September 30<sup>th</sup> of the following calendar year. The notice shall be sent to the parties at the address as set forth in this Agreement or such other address provided in writing by each party.
5. **Insurance.** Before performing any services related to this Agreement, the HOA shall assure that all contractors and sub-contractors performing work on the District Facilities (hereinafter collectively referred to as "Contractor") have secured insurance for the performance of their services with limits of liability not less than the following:

Workers Compensation Statutory  
General Liability

Bodily Injury	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000
Vehicle Insurance	\$500,000 per claim with annual aggregate of not less than \$1,000,000

The District, its Supervisors, Officers, Agents, Employees and Volunteers shall be named as additional insureds. At no time shall a Contractor be without insurance in

the above amounts. Any Contractor's agreement to perform services shall further provide that no policy may be canceled without written notice to the District and the HOA. Insurance shall be from a reputable insurance carrier subject to the reasonable approval of the District. If at any time a Contractor fails to adhere to the referenced insurance requirements, the CDD has the authority to terminate this Agreement immediately.

6. **Indemnification.** Neither the District nor its management shall be liable to the HOA for any injury, loss or damage to person or property, unless caused by the gross negligence or willful misconduct of either the management or the District or unless arising out of a material breach of this Agreement by the District. The HOA does hereby indemnify and hold harmless the District, its officers, agents, and employees from liabilities, damages, losses and costs of every kind (including, but not limited to, reasonable attorney's fees and punitive damages) incurred by the District as a result of the HOA performing the services referenced herein including but not limited to all damages sustained by the District to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the HOA and/or its Contractors and persons or entities employed or utilized by the Contractors in the performance of this Agreement. Should the HOA become aware of any claim that could potentially give rise to liability of the District, the HOA shall notify the District immediately.
7. **District Representative.** The District designates its District Manager to act as the District's representative with respect to this Agreement. The District Manager shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to this Agreement and the HOA may rely on such authority. The HOA and the District will also identify an individual who will be designated as the liaison for their respective Boards for the purposes of this Agreement.
8. **Assignment.** Neither the District nor the HOA may assign this Agreement without the prior written approval of the other. No employees, agents or representatives of the District or the HOA are personally or individually bound by this Agreement.
9. **Attorney's Fees.** If any litigation occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to and reasonableness of fees and costs.
10. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the HOA relating to the subject matter of this Agreement.
11. **Amendments and Waivers.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the HOA. A waiver by either party of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement.



12. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the HOA and both the District and the HOA have full power and authority to comply with the terms and provisions of this instrument.
13. **Notices.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the District:**

Heritage Harbour South Community  
Development District

~~3434 Colwell Avenue, Suite 200~~

~~Tampa, Florida 33614~~

9428 Camden Field Parkway, Riverview, Florida 33578

Attn: District Manager

**With a copy to:**

Andrew H. Cohen, Esq.

Persson, Cohen & Mooney, P.A.

6853 Energy Court

Lakewood Ranch, FL 34240

**If to the HOA:**

Heritage Harbour Master Association, Inc.

~~c/o ICON Management Services 5284 Paylor Lane, Sarasota, FL 34240~~

**With a copy to:**

Paul Olah, Esq.

Law Offices of Wells & Olah, P.A.

1800 Second Street, Suite 808

Sarasota, FL 34236

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the HOA may deliver Notice on behalf of the District and the HOA, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the HOA and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the HOA any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the HOA and their respective representatives, successors and assigns.
15. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be Manatee County, Florida.
16. **Effective Date.** This Agreement shall be effective after execution by both the District and the HOA and shall remain in effect for the term as referenced above.
17. **Public Records.** The HOA understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.
18. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
19. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the HOA as an arm's length transaction. The District and the HOA participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and any doubtful language will not be interpreted or construed against any party.
20. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
22. **Compliance with Public Records Laws.** HOA understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such by the HOA, in accordance with Florida law. As such, the HOA must 1.) keep and maintain public records required by the District to perform the service; 2.) upon request by the District's Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3.) ensure that public records which are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the HOA does not transfer the records to the Public Records Custodian of the District; and 4.) upon completion of the Agreement, transfer to the District, at no cost, all public records in HOA's possession or the HOA must keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the HOA, the HOA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the Microsoft Word or in Adobe pdf format. HOA acknowledges that the designated Public Record Custodian for the District is Rizzetta & Company.

**23. IF THE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (813) 533-2950, OR BY EMAIL AT GMOORE@RIZZETTA.COM, OR BY REGULAR MAIL AT 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement the day and year referenced below.

Attest:

**Heritage Harbour South  
Community Development District**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

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

**Heritage Harbour Master  
Association, Inc.**

\_\_\_\_\_  
(Signature of Witness)

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

\_\_\_\_\_  
(Signature of Witness)

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

## **Exhibit A Facilities**

For areas outside of Stoneybrook and Lighthouse Cove:

### **Roadways**

1. Grand Harbour Parkway
2. Heritage Greens Way
3. River Heritage Blvd.

### **Structures/Recreation Areas (Parcel 17)**

1. Lake # 48 Pier/Dock (**Beacon Lake**)
2. Lighthouse
3. Gazebos
4. Lighting
5. Playground
6. Concession Stand
7. Pavilion
8. Soccer Field Restroom
9. Monuments
10. Baseball field fencing and stands
11. Baseball field infield/outfield
12. Soccer Field Goals **and Nets**
13. Parking Lots (3)

For all District owned areas including inside and outside of Stoneybrook and Lighthouse Cove:

### **Waterways/Ponds/Lakes/Wetlands/Mitigation Areas**

All Lakes and Wetlands.

## **Exhibit B Scope of Work**

Unless stated otherwise, responsibility implies maintenance and funding for maintenance as well as capital repairs when such capital repairs are less than \$5,000 individually.

For areas outside of Stoneybrook and Lighthouse Cove:

### **Roadways**

1. Roadway cleaning/sweeping
2. Roadway pavement inspection
3. Roadway preventive maintenance
4. Signage maintenance

### **Streetlights**

1. Streetlight inspection to be conducted by FPL
2. Streetlight maintenance and/or repair to be conducted by FPL

### **Landscape**

1. Mow sodded or grass areas
2. Trim and inspect landscape trees and hedges
3. Maintain with fertilization and pest control

### **Irrigation System**

1. Conduct irrigation main and spray head inspections.
2. Maintain and repair irrigation system (including wells, if any). Repairs and renovations to the irrigation will be a responsibility of the HOA for all piping two inches (2") and below. Any piping greater than two inches (2") will be the responsibility of the District.

### **Park and Recreation Facilities**

1. Mow and inspect athletic fields and amenities
2. Maintain and repair athletic fields
3. Inspect park pavilions, restrooms, and concession buildings
4. Reapply interior and exterior paint finishes
5. Roofing to be maintained and repaired as needed
6. Plumbing and lighting fixtures to be maintained and repaired as needed
7. Inspect and maintain playground equipment

For all District owned areas including inside and outside of Stoneybrook and Lighthouse Cove:

**Waterways/Ponds/Lakes/Wetlands/Mitigation Areas**

Commencing January 1, 20201, the HOA is responsible for all Lakes and Wetlands maintenance along with associated storm water systems and structures.

# **Tab 10**

## FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

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This First Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2020 (the “**Effective Date**”), by and between **Heritage Harbour South Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1<sup>st</sup>, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.



Rizzetta & Company



Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name

**Exhibit B** – Schedule of Fees



Rizzetta & Company

**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$2,321.75	\$27,861
Administrative:	\$417.00	\$5,004
Accounting:	\$1,667.00	\$20,004
Financial & Revenue Collections:	\$437.50	\$5,250
Assessment Roll (1):		\$5,250
<b>Total Standard On-Going Services:</b>	<b>\$4,843.25</b>	<b>\$63,369</b>

**(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.**



**ADDITIONAL SERVICES:**

Extended and Continued Meetings	Hourly	\$ 180.25
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request

**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 54.00
District Manager	\$ 42.00
Accounting & Finance Staff	\$ 29.00
Administrative Support Staff	\$ 25.00

**LITIGATION SUPPORT SERVICES:**                      Hourly                      Upon Request

**ADDITIONAL THIRD-PARTY SERVICES:**

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



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