

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

REVISED MEETING AGENDA

Tuesday, March 5, 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, March 5, 2024 – 5:00 p.m.

1. **Call to Order and Roll Call**
2. **Audience Comments** – *Three- (3) Minute Time Limit*
3. **Special Business Items**
 - A. Discussion regarding Golf Course Villa Methodology with Inframark’s Director of Finance, Leah Popelka
4. **Business Administration**
 - A. Consideration of Meeting Minutes from December 5, 2023 & February 6, 2024Page 3
 - B. Review of the January 2024 Financial Statement and Check RegisterPage 13
5. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 1. Consideration of Sidewalk Repairs proposalsPage 49
 2. Consideration of Striping Repairs proposalsPage 50
 3. Discussion regarding Roadway Lifespan UpdatesPage 51
 - C. District Manager
6. **New Business Items**
 - A. Consideration of 2024-05, 2024 General ElectionPage 54
 - B. Consideration of Tree Removal proposals.....Page 57
 - C. Consideration of Gate House Lease Agreement.....Page 65
 - D. Discussion of Website Updates
7. **Old Business Items**
 - A. Discussion regarding Turkey Vultures
 - B. Discussion regarding Closure of the Playground.....Page 76
 - C. Discussion regarding Rec Center Fence Reimbursement
8. **HOA updates**
 - A. Heritage Harbour Master HOA
 - B. Stoneybrook HOA
 - C. Lighthouse Cove HOA
 - D. Golf Course update
9. **Audience Comments**
10. **Supervisor Requests**
11. **Adjournment**

The next meeting is scheduled for Tuesday, April 2, 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

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, December 5, 2023, at 5:02 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 (<i>via teleconference</i>)
Rick Schappacher	District Engineer, Schappacher Engineering
Andy Cohen	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Goldyn called the meeting to order at 5:02 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of Meeting Minutes
from November 7, 2023**

On a Motion from Mr. Neville, seconded by Mr. Hallberg, with all in favor, the Board approved the Meeting Minutes from November 7, 2023, for the Heritage Harbour South Community Development District.

FOURTH ORDER OF BUSINESS

**Review of the October 2023 Financial
Statement and Check Register**

On a Motion from Mr. Neville, seconded by Mr. Bacon, with all in favor, the Board approved the October 2023 Check Register, for the Heritage Harbour South Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

1. District Counsel

Mr. Cohen updated the Board that he spoke with Jim Ward with Heritage Harbour Marketplace CDD to see if they would like to maintain and own some of the main roadways that traverse through the commercial marketplace. Mr. Ward was not interested in Heritage Harbour Marketplace CDD taking on these roadways.

2. District Engineer

Mr. Schappacher recommended that the Board exercise the irrigation valves.

On a Motion from Mr. Neville, seconded by Ms. Spencer, with all in favor, the Board approved Mr. Schappacher to exercise the irrigation valves, for the Heritage Harbour South Community Development District.

**A. Consideration of Sidewalk Repair Proposals
(Under Separate Cover)**

Mr. Schappacher presented two proposals for sidewalk repairs to the Board, under separate cover.

On a Motion from Ms. Spencer, seconded by Mr. Hallberg, with all in favor, the Board approved the sidewalk repairs proposal from ANJ Excavation, in the amount of \$1,369, for the Heritage Harbour South Community Development District.

Mr. Schappacher presented a proposal for curb ramp installation to the Board, under separate cover.

On a Motion from Ms. Spencer, seconded by Mr. Hallberg, with all in favor, the Board approved the curb ramp installation proposal from ANJ Excavation, in the amount of \$2,400, for the Heritage Harbour South Community Development District.

B. Consideration of the Signage Bid Package

Mr. Schappacher passed out the radar report to the Board for review.

On a Motion from Ms. Spencer, seconded by Mr. Hallberg, with all in favor, the Board approved the proposal from The Beautiful Mailbox for Sign Installation, in the amount of \$9,210, for the Heritage Harbour South Community Development District.

3. District Manager

Ms. Goldyn announced that the next meeting will be held on Tuesday, February 6, 2024.

A. Discussion of Field Inspection Report

Ms. Goldyn announced that the Field Inspection Report will be completed in the next week and sent to the Board.

SIXTH ORDER OF BUSINESS

Discussion regarding Website

It was noted that an updated Assessment Chart is needed and needs to be verified. Mr. Bacon will collaborate with District Management to ensure the website is brought up to date to reflect these changes.

SEVENTH ORDER OF BUSINESS

**Discussion regarding Asphalt Path
Circles at Beacon Lake**

The Board discussed the Asphalt Path Circles at Beacon Lake, and it was noted that Lennar would not repair this issue.

EIGHTH ORDER OF BUSINESS

**Discussion regarding Records
Retention Policy**

On a Motion from Ms. Spencer, seconded by Mr. Bacon, with all in favor, the Board approved digitizing six boxes at \$250 each, with a one-time fee of \$1,500 and \$50 per year, for digital storage, for the Heritage Harbour South Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2024-03,
Adopting a Records Retention Policy**

On a Motion from Mr. Frankel, seconded by Mr. Neville, with all in favor, the Board adopted Resolution 2024-03, which adopts the Records Retention Policy, for the Heritage Harbour South Community Development District.

TENTH ORDER OF BUSINESS

Discussion of Median Monument Repair

The Board discussed the repair of the median monument. Mr. Frankel stated that this responsibility should be handled by ICON Management.

ELEVENTH ORDER OF BUSINESS

Discussion regarding Off-Duty Sheriff's Officer

The Board expressed dissatisfaction with the Manatee County Sheriff's Office for not including prepayment requirements in the contract. Mr. Hallberg emphasized the need for the focus to be more on presence. The Board agreed to a trial period of two months.

TWELFTH ORDER OF BUSINESS

Discussion regarding ASAP Fencing Contract

Ms. Cole updated the Board on the ASAP fencing contract, noting the requirement of a deposit before they would sign the contract. Additionally, Ms. Cole informed the Board that communication with ASAP Fence has been difficult.

On a Motion from Mr. Neville, seconded by Mr. Hallberg, with all in favor, the Board retracted the bid award from ASAP Fence and awarded it to USA Fence for \$5,956.88, with Stoneybrook Master CDD to coordinate and finalize the cost details, for the Heritage Harbour South Community Development District.

THIRTEENTH ORDER OF BUSINESS

HOA UPDATES

1. Heritage Harbour Master HOA

Christina Brantley was introduced as the new acting President of the HOA. It was announced that the next HOA meeting will be held on December 6, 2023.

2. Stoneybrook HOA

No update was provided.

3. Lighthouse Cove HOA

The Board addressed the security companies failing to attend.

4. Golf Course Update

Not present and no report.

FOURTEENTH ORDER OF BUSINESS

Audience Comments

During the audience comments, residents raised concerns about the construction of a bridge on Stone Harbour Loop, particularly within FPL easements, the degradation of grass and wear caused by golf carts, maintenance needed on hole 1, and Golf Course signage.

FIFTEENTH ORDER OF BUSINESS

Supervisors Requests

There were no Supervisor requests.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Frankel, seconded by Mr. Hallberg, with all in favor, the Board of Supervisors approved to adjourn the meeting at 7:04 p.m., for the Heritage Harbour South Community Development District.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

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, February 6, 2024, at 5:00 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
Rick Schappacher	District Engineer, Schappacher Engineering
Andy Cohen	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Cole called the meeting to order at 5:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

There were audience comments regarding the Heritage Harbour South Master Association, ICON Management, and Central Park.

THIRD ORDER OF BUSINESS

**Consideration of Meeting Minutes
from December 5, 2023**

This was tabled until the March 2024 meeting. Additional information is required under the Signage Bid Package section, due to a technical difficulty.

FOURTH ORDER OF BUSINESS

**Review of the December 2023
Financial Statement and Check
Register**

Ms. Goldyn reviewed the December 2023 Financial Statement and Check Register to the Board, highlighting the current health of their budget. While acknowledging the EGIS cost exceeded projections, she pointed out the difficulty in forecasting post-budget adoption items accurately. Collaborative efforts with EGIS will target a more precise figure for the Fiscal Year 2024 - 2025 Budget. Mr. Bacon stated that there was an overall, general increase in the insurance industry.

On a Motion from Mr. Frankel, seconded by Mr. Bacon, with all in favor, the Board approved the December 2023 Check Register, for the Heritage Harbour South Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Cohen provided the Board with updates from Mark Bruce, indicating that the hotel's expected opening is January 2026. He noted that the Villas, being similar products, shouldn't require changes in the Operations & Maintenance methodology. These units will have their private roads outside of Stoneybrook Gate & Road, resembling the setup of Lighthouse Cove.

Mr. Frankel expressed concerns regarding the deteriorating condition of the roads and the various stages of assessments associated with the Golf Course, highlighting the burdens they impose.

Mr. Cohen emphasized that the roadways are public infrastructure and must remain accessible to the public around the clock.

1. Discussion regarding Ethics Training for Elected Officials

Mr. Cohen briefed the Board on the newly mandated Ethics Training for Elected Officials. These require completion by December 31, 2024, comprising a two-hour session on Ethics, one hour on Sunshine Law, and one hour on Public Records training.

2. Discussion of new laws regarding Financial Disclosure Form 6

Mr. Cohen stated to the Board that Community Development Districts are not subject to these requirements. Moving forward, the Board will submit their annual Form 1 filings electronically.

B. District Engineer

Mr. Schappacher updated the Board on outreach to Marketplace Community Development District regarding traffic patterns exiting Aldi, proposing additional exit routes. He shared the handout featuring proposed roads, as requested by Mr. Frankel to be sent to the District Manager beforehand for audience presentation.

Furthermore, he reported reviewing all community assets and initiating a bid package for area striping. Additionally, Mr. Schappacher highlighted a pothole on Stone Harbour Loop that was reported to the County.

Mr. Schappacher discussed the dying tree on 9008 Brookfield Terrace. An arborist has agreed that the tree is dying and needs to be taken down. The Board directed the District Manager to obtain proposals.

C. District Manager

Ms. Goldyn presented the Field Inspection Report, highlighting outstanding issues to the Board. Mr. Cohen emphasized the urgency of addressing liability areas promptly. ICON Management provided updates on repairs made since the report. Ms. Spencer expressed outrage over the state of the playground, questioning why it had been neglected for so long.

Ms. Cole informed the Board that their next scheduled meeting would be held on Tuesday, March 5, 2024.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-04,
Designating a Registered Agent**

On a Motion from Mr. Frankel, seconded by Ms. Spencer, with all in favor, the Board adopted Resolution 2024-04, Designating a Registered Agent, for the Heritage Harbour South Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of the FY 23 Reserves

Ms. Goldyn informed the Board that the funds transferred from the operation account require approval by the FY 2023 Reserves, categorizing it as a housekeeping matter.

On a Motion from Ms. Spencer, seconded by Mr. Neville, with all in favor, the Board approved the FY 2023 Reserves, for the Heritage Harbour South Community Development District.

EIGHTH ORDER OF BUSINESS

Discussion regarding Turkey Vultures

The Board discussed the Turkey Vultures and the options they could take to remediate the situation. Ms. Cole informed the Board of all the actions she had taken contacting the State, the County, and the Wildlife departments. Mr. Cohen informed the Board that this may not be a Community Development District (CDD) issue as we cannot use CDD funds to take care of issues that homeowners are having on their property. District Staff will continue to try to find a way to assist the Community in ways that are permitted.

NINTH ORDER OF BUSINESS

Consideration of Audit Engagement Letter

On a Motion from Mr. Frankel, seconded by Mr. Hallberg, with all in favor, the Board approved the Berger, Toombs, Elam, Gaines & Frank Audit Engagement Letter, in substantial form, with Mr. Cohen's revisions and deadline inserted into the document, for the Heritage Harbour South Community Development District.

TENTH ORDER OF BUSINESS

Discussion regarding Irrigation Responsibility

Mr. Cohen addressed the persistent issues with Aqua Terra, referencing the Gran Paradiso community as an example. The Board expressed a desire to convene a meeting during Summer 2024, with the Master, Stoneybrook, and Lighthouse Cove to align on the best approach for moving forward with this contract and other items of joint concern.

ELEVENTH ORDER OF BUSINESS

Discussion regarding the Appeal of ARC Decision

The Board examined the drainage options presented. Mr. Schappacher will procure proposals for the removal of resident-installed flumes, and for the installation of eight-inch concrete slabs, with the Board approving up to \$2,000 for the project. The CDD Board will work with Stoneybrook to ensure everyone is in compliance. The process will entail obtaining approvals from both the CDD and ARC.

On a Motion from Mr. Frankel, seconded by Ms. Spencer, with all in favor, the Board unanimously approved a not-to-exceed amount of \$2,000 for the removal of resident-installed flumes, and for the installation of 8-inch concrete slabs, for the Heritage Harbour South Community Development District.

TWELFTH ORDER OF BUSINESS

Discussion regarding Sidewalk Drainage

This was discussed during the ARC discussion.

THIRTEENTH ORDER OF BUSINESS

Discussion regarding the Cut Out

Mr. Frankel informed the Board that the cut-out is complete and is now handicap accessible.

FOURTEENTH ORDER OF BUSINESS

**Discussion regarding repayment of
the Rec Center Fence Project**

The Board discussed the completion of the Rec Center Fence Project. Mr. Frankel will work with Stoneybrook and the Master Association for repayment to the CDD.

FIFTEENTH ORDER OF BUSINESS

HOA UPDATES

1. Heritage Harbour Master HOA

Ms. Goldyn will send her updated Field Report to the Master. Discussion arose regarding the on-site Community Association Manager's (CAM) workspace at the Master, with ICON Management proposing the gatehouse. Further discussion on this matter is slated for the next meeting following the CAM's hiring.

2. Stoneybrook HOA

Present and no report.

3. Lighthouse Cove HOA

Not present and no report.

4. Golf Course Update

Not present and no report. The Board discussed a sign that says, "cars and pedestrians have the right of way on the golf carts."

SIXTEENTH ORDER OF BUSINESS

Audience Comments

During the meeting, audience members brought up several topics, including concerns about liability with sidewalks, the issue of cars having the right of way over golf carts, matters related to the Stoneybrook ARC, and discussions about the gate.

SEVENTEENTH ORDER OF BUSINESS

Supervisors Requests

Mr. Neville proposed a joint meeting with all three Homeowner Associations to discuss the ongoing common issues in the Summer of 2024.

Mr. Frankel asked for the website to be placed on next month's agenda and the new sign-in sheet to be accessible on the website.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Frankel, seconded by Ms. Spencer, with all in favor, the Board of Supervisors approved to adjourn the meeting at 7:37 p.m., for the Heritage Harbour South Community Development District.

HERITAGE HARBOUR SOUTH
Community Development District

Financial Report

January 31, 2024

Prepared by



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HERITAGE HARBOUR SOUTH
Community Development District

Financial Statements

(Unaudited)

January 31, 2024

Balance Sheet
January 31, 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	\$ 1,550,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,550,803
Due From Other Funds	-	73,138	852,119	208,807	-	-	1,134,064
Investments:							
Money Market Account	487,143	-	-	-	-	-	487,143
Custody Account	-	335,196	-	-	-	-	335,196
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)	-	-	227,058	-	-	-	227,058
Reserve Fund (A-2)	-	-	29,511	-	-	-	29,511
Revenue Fund	-	-	163,500	40,645	-	-	204,145
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	\$ 2,037,946	\$ 408,334	\$ 1,272,300	\$ 281,143	\$ 31,766,126	\$ 5,350,000	\$ 41,115,849

Balance Sheet
January 31, 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
LIABILITIES							
Accounts Payable	\$ 15,778	\$ -	\$ 407,933	\$ 99,962	\$ -	\$ -	\$ 523,673
Bonds Payable	-	-	-	-	-	5,350,000	5,350,000
Due To Other Funds	1,134,064	-	-	-	-	-	1,134,064
TOTAL LIABILITIES	1,149,842	-	407,933	99,962	-	5,350,000	7,007,737
FUND BALANCES							
Restricted for:							
Debt Service	-	-	864,367	181,181	-	-	1,045,548
Assigned to:							
Operating Reserves	73,100	-	-	-	-	-	73,100
Reserves - Capital Projects	-	65,000	-	-	-	-	65,000
Reserves - Disaster Relief	-	25,000	-	-	-	-	25,000
Unassigned:	815,004	318,334	-	-	31,766,126	-	32,899,464
TOTAL FUND BALANCES	\$ 888,104	\$ 408,334	\$ 864,367	\$ 181,181	\$ 31,766,126	\$ -	\$ 34,108,112
TOTAL LIABILITIES & FUND BALANCES	\$ 2,037,946	\$ 408,334	\$ 1,272,300	\$ 281,143	\$ 31,766,126	\$ 5,350,000	\$ 41,115,849

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 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	\$ -	\$ -	\$ 8,553	\$ 8,553	0.00%
Special Assmnts- Tax Collector	292,399	233,919	261,006	27,087	89.26%
TOTAL REVENUES	292,399	233,919	269,559	35,640	92.19%
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	12,000	4,000	3,000	1,000	25.00%
FICA Taxes	-	-	46	(46)	0.00%
ProfServ-Arbitrage Rebate	500	500	600	(100)	120.00%
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	8,667	11,262	(2,595)	43.32%
District Engineer	30,000	10,000	9,375	625	31.25%
District Manager	54,600	18,200	18,200	-	33.33%
Auditing Services	3,405	-	-	-	0.00%
Website Hosting/Email services	4,000	1,333	769	564	19.23%
Miscellaneous Mailings	250	250	17	233	6.80%
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	-	100.00%
Total Administration	156,366	67,511	56,468	11,043	36.11%
<u>Law Enforcement</u>					
Off-Duty Deputy Services	12,000	4,000	585	3,415	4.88%
Total Law Enforcement	12,000	4,000	585	3,415	4.88%
<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	333	-	333	0.00%
Total Other Physical Environment	28,990	28,323	31,367	(3,044)	108.20%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 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>Road and Street Facilities</u>					
Sidewalk Repair & Maintenance	22,000	7,333	21,079	(13,746)	95.81%
Roadway Repair & Maintenance	27,100	9,033	2,000	7,033	7.38%
Street Sign Repair & Replacement	7,500	2,500	4,875	(2,375)	65.00%
Guard & Gate Facility Maintenance	500	167	-	167	0.00%
Total Road and Street Facilities	57,100	19,033	27,954	(8,921)	48.96%
<u>Contingency</u>					
Misc-Contingency	37,943	10,700	16,217	(5,517)	42.74%
Total Contingency	37,943	10,700	16,217	(5,517)	42.74%
TOTAL EXPENDITURES	292,399	129,567	132,591	(3,024)	45.35%
Excess (deficiency) of revenues					
Over (under) expenditures	-	104,352	137,143	32,616	0.00%
Net change in fund balance	\$ -	\$ 104,352	\$ 137,143	\$ 32,616	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)	750,961	750,961	750,961		
FUND BALANCE, ENDING	\$ 750,961	\$ 855,313	\$ 888,104		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 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	\$ -	\$ -	\$ 5,897	\$ 5,897	0.00%
Special Assmnts- Tax Collector	90,000	72,000	73,138	1,138	81.26%
TOTAL REVENUES	90,000	72,000	79,035	7,035	87.82%
EXPENDITURES					
Reserves					
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	-	72,000	79,035	7,035	0.00%
Net change in fund balance	\$ -	\$ 72,000	\$ 79,035	\$ 7,035	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)	329,299	329,299	329,299		
FUND BALANCE, ENDING	\$ 329,299	\$ 401,299	\$ 408,334		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 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	\$ -	\$ -	\$ 8,169	\$ 8,169	0.00%
Special Assmnts- Tax Collector	503,211	402,569	439,646	37,077	87.37%
TOTAL REVENUES	503,211	402,569	447,815	45,246	88.99%
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	-	298,464	341,422	42,958	0.00%
Net change in fund balance	\$ -	\$ 298,464	\$ 341,422	\$ 42,958	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)	522,945	522,945	522,945		
FUND BALANCE, ENDING	\$ 522,945	\$ 821,409	\$ 864,367		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 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	\$ -	\$ -	\$ 1,152	\$ 1,152	0.00%
Special Assmnts- Tax Collector	122,959	98,367	107,736	9,369	87.62%
TOTAL REVENUES	122,959	98,367	108,888	10,521	88.56%
EXPENDITURES					
Debt Service					
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	-	74,962	86,552	11,590	0.00%
Net change in fund balance	\$ -	\$ 74,962	\$ 86,552	\$ 11,590	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)	94,629	94,629	94,629		
FUND BALANCE, ENDING	\$ 94,629	\$ 169,591	\$ 181,181		

Notes to the Financial Statements
January 31, 2024

Financial Overview / Highlights

- ▶ Total General Fund revenues are at approximately 92.2% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 45.3% of the Annual Budget.

Balance Sheet

Account Name	YTD Actual	Explanation
Assets		
Due from Other Funds	1,134,064	Due to Reserve fund and Debt Service. Transferring this month.
Liabilities		
Accounts Payable	523,673	Invoices for current month, but not paid in current month.
Due to Other Funds	626,169	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	-	8,553	N/A	Interest earned on investments from Money Market account.
Special Assessments-Tax Collector	292,399	261,006	89.26%	Collections were at 86.54% at this time last year.
Expenditures				
<u>Administrative</u>				
Arbitrage Rebate	500	600	120.00%	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	11,262	43.32%	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
January 31, 2024

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (con't)				
Reserve Fund 005				
Revenues				
Interest Income	-	5,897	N/A	Interest earned on Custody trust account.
Special Assessments-Tax Collector	90,000	73,138	81.26%	Collections were at 86.54% at this time last year.
Debt Service - Series 2013				
Revenues				
Interest Income	-	8,169	N/A	Interest earned on trust accounts.
Special Assessments-Tax Collector	503,211	439,646	87.37%	Collections were at 86.54% 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	-	1,152	N/A	Interest earned on trust accounts.
Special Assessments-Tax Collector	122,959	107,736	87.62%	Collections were at 86.54% 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

January 31, 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	72,689.41	2,248.13	2,248.13	77,185.67	21,522	6,031	36,253	8,884
TOTAL	\$ 881,526	\$ 35,950	\$ 27,264	\$ 944,739	\$ 261,006	\$ 73,138	\$ 439,646	\$ 107,736
% COLLECTED				51.11%				
TOTAL OUTSTANDING					\$ 60,176	\$ 16,862	\$ 101,363	\$ 24,839

**Cash and Investment Balances
January 31, 2024**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND			
Operating Account - Business Checking	BankUnited	0.00%	\$ 1,042,908
Money Market Account	BankUnited	5.45%	\$ 487,143
Reserve Custody Account	US Bank	5.25%	\$ 335,196
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%	\$ 227,058
Series 2013 A2 Reserve	WellsFargo Trust	5.22%	\$ 29,511
Series 2013 A1/A2 Revenue	WellsFargo Trust	5.22%	\$ 204,145
Series 2013 A2 Sinking	WellsFargo Trust	5.22%	\$ 16
	Subtotal		\$ 460,825
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		\$ 2,398,409

HERITAGE HARBOUR SOUTH
Community Development District

Payment Register by Fund
For the Period from 1/01/24 to 1/31/24
(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 # 15054							
001	01/11/24	PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A.	4553	LEGAL SERVICES 12/23	District Counsel	531146-51401	\$3,498.60
Check Total							\$3,498.60
CHECK # 15055							
001	01/11/24	MANATEE COUNTY SHERIFF'S OFFICE	2012 EST	POLICE SERVICES/EQUIPMENT 01/12/24-01/26/24	Deputy Services	534205-52101	\$585.00
Check Total							\$585.00
CHECK # 15058							
001	01/11/24	INFRAMARK	107092	DEC23 MANAGEMENT SERVICES	Miscellaneous Mailings	541030-51301	\$5.04
001	01/11/24	INFRAMARK	107092	DEC23 MANAGEMENT SERVICES	District Manager	531150-51301	\$4,550.00
Check Total							\$4,555.04
CHECK # 15059							
001	01/17/24	INNERSYNC	21949	WEBSITE HOSTING-QUARTERLY	Website Hosting/Email services	534369-51301	\$384.38
Check Total							\$384.38
CHECK # 15060							
001	01/17/24	SCHAPPACHER ENGINEERING LLC	2593	ENGINEERING SRVCS THRU 12/31/23	District Engineer	531147-51501	\$2,250.00
Check Total							\$2,250.00
CHECK # 15061							
001	01/29/24	ANJ EXCAVATION LLC	35	ADD CURB RAMP & SIDEWALK REPAIRS	R&M-Sidewalks	546084-54101	\$3,769.00
Check Total							\$3,769.00
CHECK # 15062							
001	01/29/24	US BANK	7134883	TRUSTEE FEES-CUSTODY ACCT 11/01/23-10/31/24	ProfServ-Trustee Fees	531045-51301	\$1,000.00
Check Total							\$1,000.00
Fund Total							16042.02
Total Checks Paid							16042.02



INVOICE

BILL TO

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

INVOICE # 21949

DATE 01/01/2024

DUE DATE 01/16/2024

TERMS Net 15

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

INVOICE

A N J EXCAVATION LLC

1220 59th Ave E
Bradenton, FL 34203
941-405-5426
Mondoandjacob@gmail.com

INVOICE # 35
DATE: JANUARY 8, 2024

TO Heritage Harbour South CDD
C/O Inframark Inc.
313 Campus Street
Celebration, FL. 34747

JOB SITE ADDRESS	START DATE	END DATE
Heritage Harbour- Added Curb Ramp & Sidewalk Repair Bid Form 12-5-23	December	January

LINE ITEM	DESCRIPTION	LINE TOTAL
1	Install FDOT Type CR-E w/ ADA mat on north side of Haven Harbour Way, Remove 15 LF of existing sidewalk and re-install to meet ADA slopes	2,300.00
2	Grind Sidewalk Joint	399.00
3	Remove and replace 5' wide sidewalk and cut tree roots	720.00
4	Patch Gouge in sidewalk	150.00
5	Misc. Work	200.00
TOTAL		\$3,769.00

Make all checks payable to A N J EXCAVATION LLC
THANK YOU FOR YOUR BUSINESS!

RECOMMENDED FOR PAYMENT:

 1/9/24

Schappacher Engineering LLC

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

Invoice

Date	Invoice #
12/5/2023	2574

Bill To
Heritage Harbour South CDD C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

		Terms	Project	
		Due on receipt	HH South CDD Engineering...	
Serviced	Description	Quantity	Rate	Amount
11/1/2023	Follow up with vendors regarding ADA ramp, sign installation and radar sign relocation, price to exercise irrigation valves. Check maintenance responsibility language on plats. Prepare document for CDD attorney regarding FDOT taking of right-of-way on Heritage Green Way.	1	150.00	150.00
11/7/2023	Prep work for CDD meeting, review agenda items, print pertinent documents. Follow up with vendors for sidewalk repairs, signage repairs, irrigation maintenance, relocation of radar signs, pressure washing of curbs and sidewalks. Site review prior to meeting then attend CDD meeting.	6	150.00	900.00
11/8/2023	Revise contract for pressure washing of curbs and sidewalks. Updates with vendor, forward contract for signature.	0.75	150.00	112.50
11/9/2023	Site review to check on signs. Send bid reminders to vendors. Send sidewalk bid packages to Inframark for bids.	1	150.00	150.00
11/10/2023	Review signage bids and prepare bid tabulation form, forward to district manager for next agenda package. Review invoice for relocating radar signs and send to district manager for payment.	0.75	150.00	112.50
11/14/2023	Coordinate with pressure washing vendor.	0.25	150.00	37.50
11/15/2023	Prepare maps of possible roadways to transfer to Marketplace, forward to CDD chairperson and CDD attorney. Coordinate with landscaper regarding proposal for roadway buffer plantings along Stone Harbour Loop. Follow up with pressure washing vendor for signed contract.	1.75	150.00	262.50
11/16/2023	Respond to CDD manager on parcel 24 ownership request information for SWFWMD permit application. Research files and send appropriate documents.	0.5	150.00	75.00
11/17/2023	Obtain signed contract from pressure washing vendor and forward to CDD chairperson for signature. Prepare final executed contract and send to all parties.	0.5	150.00	75.00
11/27/2023	Coordinate with CDD manager and forward documents for sound barrier along Stone Harbour Loop, respond to CDD manager for pressure washing of curbs and sidewalks.	0.5	150.00	75.00
11/28/2023	Respond to CDD chairperson regarding sidewalk flumes.	0.25	150.00	37.50
11/29/2023	Coordinate with pressure washing vendor for missed locations.	0.25	150.00	37.50
Please make checks payable to Schappacher Engineering Thank you for your business!		Total		

Schappacher Engineering LLC

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

Invoice

Date	Invoice #
12/5/2023	2574

Bill To
Heritage Harbour South CDD C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

		Terms	Project	
		Due on receipt	HH South CDD Engineering...	
Serviced	Description	Quantity	Rate	Amount
11/30/2023	Review e-mail on maintenance responsibility of Central Park paths from CDD chairperson. Review files and respond to CDD chairperson and CDD attorney.	0.5	150.00	75.00
Please make checks payable to Schappacher Engineering Thank you for your business!		Total		\$2,100.00

Schappacher Engineering LLC

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

Invoice

Date	Invoice #
1/10/2024	2593

Bill To
Heritage Harbour South CDD C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

		Terms	Project	
		Due on receipt	HH South CDD Engineering...	
Serviced	Description	Quantity	Rate	Amount
12/1/2023	Respond to CDD chairperson on ownership and maintenance items at Central Park.	0.25	150.00	37.50
12/4/2023	Phone conversation with CDD chairperson to discuss topics for upcoming CDD meeting. Coordinate with vendors to get prices for sidewalk repairs. Review agenda items and print pertinent documents.	1.25	150.00	187.50
12/5/2023	Review pressure washing invoice and forward to Inframark. Prep work for CDD meeting, review agenda items and print pertinent documents. Reach out to vendors for sidewalk repair bids and added ADA ramp. Prepare bid tabulations and print out for board members. Prepare radar reports for Golden Harbour. Attend CDD meeting at perform site reviews.	5.75	150.00	862.50
12/6/2023	Site review to verify sign repairs. Follow up with Marketplace regarding asphalt repairs on path at Beacon Lake as well as trail deficiencies around entire lake. Notify contractor of board approval to exercise irrigation valves and for sidewalk repairs and added ADA ramp. Coordinate with Mark Bruce for golf cart stop signs and cleaning golf course property abutting Quail Green Terrace.	1.75	150.00	262.50
12/11/2023	Respond to e-mails from management company regarding resident complaint on sidewalks. Coordinate with vendor for dates to complete sidewalk repairs. Finalize contract and prepare exhibits to go with contract, send to contractor for signature.	0.75	150.00	112.50
12/12/2023	Prepare justification of costs.	0.25	150.00	37.50
12/13/2023	Electronic filing of documents. Respond to CDD manager regarding resident that installed sidewalk flume.	0.5	150.00	75.00
12/19/2023	Electronic filing of documents. Responses to Lighthouse Cove Townhomes regarding ownership of roadways and parking lots, forward documents and ownership map. Review Manatee County website for information. Print out documents for site review of deficiencies.	1.25	150.00	187.50
12/20/2023	Site review to check on valve location where trip hazard exists. Discussion with CDD chairperson regarding parcel ownership near soccer fields and maintenance responsibility of reclaimed water system. Coordinate with sign vendor and revise contract documents for signature.	1.25	150.00	187.50
Please make checks payable to Schappacher Engineering Thank you for your business!		Total		

Schappacher Engineering LLC

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

Invoice

Date	Invoice #
1/10/2024	2593

Bill To
Heritage Harbour South CDD C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

		Terms	Project	
		Due on receipt	HH South CDD Engineering...	
Serviced	Description	Quantity	Rate	Amount
12/21/2023	Coordinate with vendor for update on sidewalk repairs where trip & fall incident occurred, respond to CDD manager. Coordinate with sign vendor to remove two bids items from contract and coordinate with vendor for schedule to complete the work.	1	150.00	150.00
12/22/2023	Revise contract for sign repairs then coordinate with vendor for signature on contract and for deposit invoice. Forward signed contract to CDD chairperson for signature and forward deposit invoice to Inframark for payment.	1	150.00	150.00
Please make checks payable to Schappacher Engineering Thank you for your business!		Total		\$2,250.00

LLS Tax Solutions Inc.
2172 W Nine Mile Rd., #352
Pensacola, FL 32534
850-754-0311
liscott@llstax.com



INVOICE

BILL TO

Heritage Harbour South
Community Development
District
c/o Inframark
Infrastructure
Management Services
210 N. University Dr.,
Suite 702
Coral Springs, FL 33071

INVOICE # 003224

DATE 12/07/2023

DUE DATE 01/06/2024

TERMS Net 30

DESCRIPTION	AMOUNT
Total Billing for Arbitrage Services in connection with the Heritage Harbour South Community Development District \$5,915,000 Capital Improvement Revenue Refunding Bonds, Series 2013A-1 (Senior Lien) and \$665,000 Capital Improvement Revenue Refunding Bonds, Series 2013A-2 (Subordinate Lien) – Rebatable Arbitrage Calculation for the period ended July 18, 2023.	600.00
<hr/>	
BALANCE DUE	\$600.00

Thank You For Your Business

INVOICE

Invoice # 4437
Date: 12/04/2023
Due On: 01/04/2024

Heritage Harbour South Community Development District
inframark@avidbill.com

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$4,630.50) - (\$0.00) = \$4,630.50

HHSOUTH

Heritage Harbour South Community Development District

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	AHC	11/01/2023	Review historical records re: Master maintenance of Central Park and related amenities.	0.50	\$294.00	\$147.00
Service	AHC	11/02/2023	Review Central Park Maintenance Agreement. Review historical documents regarding plats and maintenance responsibilities. Continued review of agenda package for 11/7 CDD meeting.	1.75	\$294.00	\$514.50
Service	AHC	11/06/2023	Continued review of agenda package and preparation for 11/7 CDD meeting.	1.00	\$294.00	\$294.00
Service	AHC	11/07/2023	Tele-conv. with Chairman re: pending items for CDD meeting. Review Master HOA maintenance agreement re: roadway maintenance. Final preparation for CDD meeting and attend meeting.	3.75	\$294.00	\$1,102.50
Service	AHC	11/08/2023	Follow-up on action items from 11/7 CDD meeting. Prepare Resolution re: records retention and e-mail to District management for next CDD agenda. Tele-conv. with Chairman re: pending items from 11/7 meeting. Prepare draft contract for ASAP fence and exchange e-mails with Chair.	1.75	\$294.00	\$514.50
Service	AHC	11/13/2023	Exchange e-mails and tele-conv. with Supervisor Neville re: fence contract.	0.50	\$294.00	\$147.00

Service	AHC	11/14/2023	Continued e-mail exchange re: fence contract and brief tele-conv. with Chairman re: Master Assoc. issues.	0.25	\$294.00	\$73.50
Service	AHC	11/15/2023	Exchange e-mails with Chair and engineer re: potential conveyance of roadway segments to Marketplace CDD.	0.25	\$294.00	\$73.50
Service	AHC	11/16/2023	E-mail Jim Ward re: potential conveyance of roadway segments to Marketplace CDD, copy to Chairman, engineer, and District Manager.	0.25	\$294.00	\$73.50
Service	AHC	11/17/2023	Review and respond to e-mail re: drainage modification request.	0.25	\$294.00	\$73.50
Service	DPL	11/20/2023	720.3055: 3RD PARTY STANDING: reviewed case law and communication to AC.	1.00	\$294.00	\$294.00
Service	AHC	11/21/2023	Review executed Sheriff's Agreement and provide comments.	0.25	\$294.00	\$73.50
Service	AHC	11/28/2023	Follow-up e-mail to Jim Ward and tele-conv. with Jim Ward to discuss potential property conveyance. Review Master Association management agreements and prepare draft correspondence to ICON. Initial review of December CDD meeting agenda package.	1.75	\$294.00	\$514.50
Service	AHC	11/29/2023	Tele-conv. with Chair re: Master Association issues and Marketplace property conveyance. Revise draft letter to ICON and e-mail to Chair for review/ comment.	1.00	\$294.00	\$294.00
Service	AHC	11/30/2023	Review Master Association Maintenance Agreement and Central Park Agreement. Exchange multiple e-mails with Chair and Engineer re: responsibility for Beacon Lake areas. Tele-conv. with Chair. Review and reply to e-mails from District Manager re: State form for registered agent.	1.50	\$294.00	\$441.00
					Subtotal	\$4,630.50
					Total	\$4,630.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4437	01/04/2024	\$4,630.50	\$0.00	\$4,630.50
Outstanding Balance				\$4,630.50
Total Amount Outstanding				\$4,630.50

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.

INVOICE

Invoice # 4553
Date: 01/03/2024
Due On: 02/03/2024

Heritage Harbour South Community Development District
inframark@avidbill.com

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$3,498.60) - (\$0.00) = \$3,498.60

HHSOUTH

Heritage Harbour South Community Development District

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	AHC	12/01/2023	Exchange e-mails re: revisions to 12/5 agenda to include Resolutions for records management and Registered Agent change.	0.25	\$294.00	\$73.50
Service	AHC	12/04/2023	Continued review of agenda package and prepare for 12/5 CDD meeting.	1.00	\$294.00	\$294.00
Service	AHC	12/05/2023	Tele-conv. with Chair and exchange e-mails re: ICON and Master Association. Finalize correspondence to ICON and mail certified return receipt and regular mail, with copy to Board, HOA and counsel. Final preparation for CDD meeting. Attend meeting.	5.00	\$294.00	\$1,470.00
Service	AHC	12/06/2023	Follow-up on action items from 12/5 CDD meeting. Prepare USA Fence contract and e-mail to District management to coordinate execution. Prepare draft of ANJ contract and e-mail to Engineer for review/comment.	1.50	\$294.00	\$441.00
Service	AHC	12/08/2023	Review and reply to e-mails re: dates for fence contract work.	0.25	\$294.00	\$73.50
Service	AHC	12/11/2023	Exchange e-mails re: sidewalk remediation and completion of ANJ contract. Exchange e-mails re: timing for fence work.	0.25	\$294.00	\$73.50
Service	AHC	12/12/2023	Exchange e-mails re: fence contract timing.	0.50	\$294.00	\$147.00

			Prepare contract for sign work and e-mail to District Manager and Engineer for review/comment.			
Service	AHC	12/13/2023	Review and reply to e-mails re: sidewalk drainage and ARC jurisdiction. Tele-conv. with Chairman.	1.00	\$294.00	\$294.00
Service	DPL	12/19/2023	Legal research and obtain appeals court decision, case file, and oral arguments re: irrigation water recent case in South Sarasota.	1.40	\$294.00	\$411.60
Service	AHC	12/19/2023	Brief tele-conv. with Chairman. Review opinion of 2nd DCA and lower court re: Gran Paradiso irrigation water in relation to Aquaterra. Forward court documents to Chair.	0.25	\$294.00	\$73.50
Service	AHC	12/20/2023	Review and reply to e-mail from District management outlining history regarding Aquaterra.	0.25	\$294.00	\$73.50
Service	AHC	12/22/2023	Review and reply to e-mail from Chairman re: irrigation repairs and Master HOA responsibility.	0.25	\$294.00	\$73.50
					Subtotal	\$3,498.60
					Total	\$3,498.60

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4553	02/03/2024	\$3,498.60	\$0.00	\$3,498.60
Outstanding Balance				\$3,498.60
Total Amount Outstanding				\$3,498.60

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.

Premier Pressure Cleaning LLC

P.O Box 7222

Ft. Myers, FL 33919


(239) 410-2923

Invoice

Date	Invoice #
11/21/2023	5137

Bill To
Heritage Harbour South CDD c/o Inframark 313 Campus Street Celebration, FL 34747

P.O. No.	Terms
	Due on Completion

Quantity	Description	Rate	Amount
	Lighthouse Cove & Stoneybrook		
	Pressure Clean Curbing - 114,048 LF	13,685.76	13,685.76
	Pressure Clean Sidewalk - 13,205 LF of 5' wide	3,961.50	3,961.50
	Pressure Clean Sidewalk - 2,575 LF of 8' wide	1,236.00	1,236.00
	Water & Hydrant Meter Fee	350.00	350.00
	10 % Discount	-1,923.33	-1,923.33
RECOMMENDED FOR PAYMENT:			
 12/4/23			
Thank you for your business.		Total	\$17,309.93



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

#105049

DATE

11/22/2023

CUSTOMER ID

C4958

NET TERMS

Net 30

PO#**DUE DATE**

12/22/2023

BILL TO

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

Services provided for the Month of: October 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Variable Charges for the Month of: October 2023					
Postage	1	Ea	3.78		3.78
Subtotal					3.78

Subtotal	\$3.78
-----------------	--------

Tax	\$0.00
------------	--------

Total Due	\$3.78
------------------	--------

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.



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

BILL TO

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

INVOICE#

#105441

CUSTOMER ID

C4958

PO#**DATE**

11/29/2023

NET TERMS

Net 30

DUE DATE

12/29/2023

Services provided for the Month of: November 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Variable Charges for the Month of: November 2023					
Postage	1	Ea	3.78		3.78
Subtotal					3.78

Subtotal \$3.78

Tax \$0.00

Total Due \$3.78

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.



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

#107092

DATE

12/21/2023

CUSTOMER ID

C4958

NET TERMS

Net 30

PO#**DUE DATE**

1/20/2024

BILL TO

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

Services provided for the Month of: December 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Management Services for the Month of: December 2023					
Administrative Fees	1	Ea	4,550.00		4,550.00
Postage	1	Ea	5.04		5.04
Subtotal					4,555.04

Subtotal	\$4,555.04
-----------------	------------

Tax	\$0.00
------------	--------

Total Due	\$4,555.04
------------------	------------

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.

Attendance Confirmation

for
Board of Supervisors

District Name: Heritage Harbour South CDD

Board Meeting Date: December 5, 2023

Name	In Attendance Please X	Paid
------	---------------------------	------

4	Darnell Bacon	X	\$200.00
---	---------------	---	----------

Kristee Cole
District Manager Signature

12/6/2023
Date

Attendance Confirmation

for
Board of Supervisors

District Name:	Heritage Harbour South CDD
----------------	----------------------------

Board Meeting Date:	December 5, 2023
---------------------	------------------

	Name	In Attendance Please X	Paid
1	Philip Frankel	X	\$200.00



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

"Copy of Previously Printed Invoice"
Invoice Number:
Account Number:
Invoice Date:
Direct Inquiries To:
Phone:

7134883
251235000
11/25/2023
Duffy, Leanne M
(407)-835-3807

Heritage Harbour South CDD
ATTN District Manager
210 N. University Drive
Suite 702
Coral Springs, FL 33071
United States
HERITAGE HARBOUR SOUTH CDD CUSTODY

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$1,000.00

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

HERITAGE HARBOUR SOUTH CDD CUSTODY

Invoice Number:	7134883
Account Number:	251235000
Current Due:	\$1,000.00
Direct Inquiries To:	Duffy, Leanne M
Phone:	(407)-835-3807

Wire Instructions:

U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 251235000
Invoice # 7134883
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55101
"Copy of Previously Printed Invoice"

Invoice Number: 7134883
Invoice Date: 11/25/2023
Account Number: 251235000
Direct Inquiries To: Duffy, Leanne M
Phone: (407)-835-3807

HERITAGE HARBOUR SOUTH CDD CUSTODY

Accounts Included 251235000
In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP				
Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04050 Custodian	1.00	1,000.00	100.00%	\$1,000.00
Subtotal Administration Fees - In Advance 11/01/2023 - 10/31/2024				\$1,000.00
TOTAL AMOUNT DUE				\$1,000.00

Exhibit "A"

Heritage Harbour Sidewalk Repairs									
Bid Form 2.20.24 Revised									
				Infinity Construction		ANJ Excavation		Inframark	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1*	Grind raised sidewalk joint	44	EA	52.00	2,288.00	49.00	2,156.00	42.00	1,848.00
2	Remove and replace 5' wide sidewalk	62	LF	57.50	3,565.00	50.00	3,100.00	125.00	7,750.00
3	Add 8" wide, 4" thick concrete slab between sidewalk and curb with broom finish	4	EA	50.00	200.00	125.00	500.00	150.00	600.00
4	Remove and Replace Existing brick paver flumes and add 8" wide, 4" thick concrete slab between sidewalk and curb with broom finish	19	EA	53.25	1,011.75	125.00	2,375.00	150.00	2,850.00
5	Miscellaneous cleanup and work	1	LS	0.00	0.00	100.00	100.00	500.00	500.00
Total				\$7,064.75		\$8,231.00		\$13,548.00	

item 1* Grind 6" for every 1/2" drop

** The Inframark bid did not break down items 2, 3 & 4, only a total, so we modified the amount to try to show unit prices.

Exhibit "A"

Heritage Harbour Striping Repairs

Bid Tabulation Form 2.23.24

				JJ Pavement Markings	
Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Thermoplastic Stop Bars (24")	169	LF	4.85	819.65
2	Thermoplastic Crosswalk Lines (12")	1,424	LF	2.85	4,058.40
3	Thermoplastic High Definition Crosswalk	64	LF	2.85	182.40
4	Miscellaneous cleanup and work	1	LS	0	0.00
Total					\$5,060.45

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE MANATEE COUNTY SUPERVISOR OR ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Manatee County Supervisor of Elections ("Supervisor") to conduct the District's elections by the qualified electors of the District at the general election ("General Election").

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Robin Spencer, Seat 2, currently held by Philip Frankel, and Seat 4, currently held by Darnell Bacon, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.
2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Manatee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
3. **COMPENSATION.** Members of the Board receive a maximum of \$200.00 per meeting for their attendance and no Board member shall receive more than \$4,800.00 per year.
4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.
5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election

cost and agrees to pay same within a reasonable time after receipt of the invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.
7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 5th day of March, 2024.

**HERITAGE HARBOUR SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT.

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Heritage Harbour South Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Manatee County Supervisor of Elections located at 600 301 Blvd W, Bradenton, Florida 34205 Ph: (941) 741-3823. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and the District, and who is registered to vote with the Manatee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Heritage Harbour South Community Development District has three (3) seats up for election, specifically seats 1, 2 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Manatee County Supervisor of Elections.

Publish on or before May 27, 2024.



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

Terms & Conditions

By 
Tom Bryant
Date 2/20/2024
Sunrise Landscape

By _____
Date _____
Heritage Harbour CDD - 9008
Brookfield Terrace Tree
Removal 2024



Proposal #3357

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.

Ex 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

**LEASE AGREEMENT FOR OFFICE SPACE BETWEEN
HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AND
HERITAGE HARBOUR MASTER ASSOCIATION, INC.**

This Lease Agreement (“**Lease**”) is made and entered into, to be effective, as of the _____ day of _____, 2024, by and between:

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT (“**District**” or “**CDD**”), a community development district formed pursuant to Chapter 190 of the Florida Statutes, whose mailing address is c/o Inframark 313 Campus Street, Celebration, FL 34747; and

HERITAGE HARBOUR MASTER ASSOCIATION, INC., (“**Tenant**” or “**Association**”) a Florida non-profit corporation, whose address for purposes hereof is c/o Icon Management Services, Inc., 4654 State Road 64 East, Suite 220, Bradenton, Florida 34208 (hereinafter collectively referred to as the “**Parties**” and individually as “**Party**”).

WHEREAS, the District is the owner of certain facilities which include a gatehouse located at _____ (“**Gatehouse**”), and serving the community of Heritage Harbour in Manatee County, Florida; and

WHEREAS, similarly, the Association is the master community association serving the community of Heritage Harbour in Manatee County, Florida; and

WHEREAS, in order to better facilitate and centralize on-site community management, the District’s Board of Supervisors would like to offer an office at the gatehouse for the Association staff; and

WHEREAS, the District and the Association are agreeable to a lease for that purpose, on the terms set forth herein.

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the Parties agree as follows:

1. **SUBJECT OF AGREEMENT.** This Lease shall be for the occupancy and use of a defined portion of the Gatehouse as identified in the attached **Exhibit A** (hereinafter the “**Premises**”).

2. **GRANT.** The District hereby leases, demises, and grants to Tenant the right to use and occupy the Premises. Further, the District grants the Tenant the right to install

certain improvements, furnishings and equipment as described in Section 5 of this Lease. Keys for the Premises will only be provided to paid staff and not volunteers.

3. **TERM.** Unless terminated pursuant to the terms of this Lease, this Lease shall begin on the date first written above and for a period of one (1) calendar month and shall renew automatically thereafter for one (1) calendar month periods.

4. **CONSIDERATION.** In consideration for the use of the Premises by the Tenant, the Tenant shall pay to the District the sum of One and 00/100 (\$1.00) Dollar per month and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties.

5. **GENERAL CONDITIONS OF USE.** The Premises shall be used by Tenant for the purposes of Tenant maintaining an office for the management and activities of the Association. Tenant agrees that any activities conducted by the Tenant shall not constitute an endorsement or recommendation by the District, or the District's supervisors, staff, employees, representatives, or agents.

- a. The Premises shall remain the property of the District. Tenant agrees to exercise all due care with respect to any furnishings, equipment, or other property owned by the District, and shall promptly notify the District of any problems associated with such items. The District shall have no responsibility to provide any additional furnishings, equipment, or property at the Premises.
- b. At Tenant's sole cost and expense, and upon approval by the District, the Tenant may install and use certain office improvements and furnishings ("**Improvements**"). Except as provided in the preceding sentence, Tenant shall make no further alterations to the Premises without The District's prior written consent.
- c. The District shall, at its own expense (or in agreement with other entities), maintain and repair the Gatehouse, including, but not limited to, the Premises, and any associated furnishings and equipment provided by the District, and make all necessary repair thereto; provided, however, that Tenant agrees to exercise all due care not to damage the Gatehouse, including but not limited to the Premises.
- d. The District agrees to provide, at its expense, the utilities within the Premises, including, but not limited to, electricity, water, internet service, video surveillance and security systems. The Tenant shall

supply, at its expense, its phone service, and all office supplies and furniture not otherwise provided by the District and to be used by the Tenant. The Tenant also agrees to provide janitorial service to the Premises and agrees to use the Premises and Gatehouse in a clean, neat, and sanitary manner.

- e. Tenant shall operate the Premises in compliance with all applicable laws and ordinances and the orders, rules, regulations and requirements of all governments and entities having jurisdiction, including the District's rules and policies, as may be established and/or amended from time to time.
- f. Tenant shall provide notice as to all accidents or claims for damage relating to or occurring within the Premises within twenty-four (24) hours or as soon as reasonably possible. The Tenant shall cooperate and make any and all reports required by any insurance company or the District in connection therewith. The Tenant shall not file any claims with the District's insurance company without the prior consent of the District. Tenant's insurance shall be primary and utilized first before making claim to the District's coverage.
- g. The District and Tenant shall not, by virtue of this Lease, be construed as joint ventures or partners of each other and neither shall have the power to bind or obligate the other. The District and Tenant acknowledge and agree that any employees of Tenant shall only be employees of Tenant. In furtherance thereof, Tenant shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to its operations, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to its operations.

6. **TAXES.** Tenant shall be responsible for all taxes and assessments assessed as to the Premises as a result of, or attributable to, Tenant's occupancy, including, but not limited to, real property taxes, ad valorem assessments, non-ad valorem assessments, special assessments, income taxes, tangible and intangible personal property taxes, and any other tax, fee or assessment levied or imposed by a governmental entity.

To avoid an adverse effect on the exclusion of interest on the District's bonds and in order to maintain the tax-exempt status of the District's bonds, Tenant shall only use the Premises in the manner prescribed herein. Tenant shall obtain the consent of the District

prior to any use of the Premises in a manner other than permitted herein. In the event Tenant requests a change in the permitted use of the Premises or in the event there is any question as to the tax exempt status of the District's bonds being jeopardized by Tenant's use of the Premises, the District may request, and Tenant agrees to fund, an opinion from the District's bond counsel as to any effect on the exclusion of interest and tax-exempts status of the District's bonds resulting from any proposed use by the Tenant. If, in the opinion of the District's bond counsel, any amendment to this Lease is required to maintain the exclusion of interest on the District's bonds from gross income and tax-exempt status of the bonds, Tenant shall consent to and execute such amendment upon demand by the District.

7. **CONDITION OF PREMISES.** By taking possession of the Premises, Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that the Premises are in good order, repair, and in a safe, clean, and tenantable condition.

8. **INSPECTION OF PREMISES.** The District, and its staff, employees, representatives, and agents, shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the District for the preservation of the Gatehouse, including but not limited to the Premises. The right of entry shall likewise exist for the purpose of removing any improvements, furnishings, furniture, equipment, or trade fixtures that do not conform to this Lease or to any restrictions, rules, laws, or regulations affecting the Premises.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **INSURANCE.** Tenant shall procure and maintain liability insurance with policy limits of not less than One Million (\$1,000,000.00) Dollars personal injury liability per person. Tenant agrees to purchase such insurance from an admitted insurer with a Best's rating of A or better. Tenant shall furnish the District with a certificate of such insurance naming the District, and its supervisors, staff, employees, representatives, and agents as additional insureds. The policy shall provide that coverage may not be terminated without thirty (30) days prior written notice to the District. For any work to be performed on the Premises, as may be authorized under Section 5 of this Lease or otherwise, Workers compensation insurance will be secured by all contractors, subcontractors, or vendors. Tenant does hereby waive any and all rights of recovery against the District and the District's supervisors, staff, employees, representatives, and agents, on account of loss or damage occasioned to Tenant or its property, or the property of others under its control provided

that such loss is not due to the negligent or intentional acts of the District and the District's supervisors, staff, employees, representatives, and agents.

11. **PROHIBITION AGAINST LIENS.** Nothing contained in this Lease creates a right in the Tenant to permit any construction or mechanic liens to encumber the Premises. The Parties acknowledge that the District, as a local unit of special-purpose government, is not subject to the lien provisions of Chapter 713, Florida Statutes. That said, the District expressly prohibits the imposition or creation of any lien, and nothing contained herein should be deemed to constitute consent by the District to such lien on the fee simple title to the Premises. Any lien, to the extent such lien may be imposed under Florida law and without acknowledging that such right may or may not exist, shall only apply to Tenant's leasehold interest, and not to the fee simple interest of District. In the event a lien is filed, within thirty (30) days following the imposition of such lien, Tenant shall cause such lien to be released of record by payment. District shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by the District and all expenses incurred by it in connection therewith, including reasonable attorney's fees and costs, shall be payable to the District by Tenant on demand.

12. **INDEMNIFICATION.** Tenant agrees to indemnify and hold harmless the District and its supervisors, staff, employees, representatives, and agents from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with any negligence or willful misconduct by Tenant with respect to the Gatehouse, except to the extent arising out of the negligence or willful misconduct of the District, including litigation or any appellate proceedings with respect thereto. To the extent allowable by law and specifically without waiving its sovereign immunity protections, the District agrees to indemnify and hold harmless Tenant and its officers, directors, members, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with any negligence or willful misconduct by the District with respect to the Gatehouse, except to the extent arising out of the negligence or willful misconduct of Tenant, including litigation or any appellate proceedings with respect thereto. Tenant further agrees that in support of the already referenced language above, nothing herein shall constitute or be construed as a waiver of the District's limitations on liabilities contained in Section 768.28, Florida Statutes, or other law.

13. **NOTICES.** Any notice that either Party may or is required to give may be by personal delivery or by Certified U.S. Mail, or overnight delivery, to Tenant or District at

the addresses first above written, or to such other place(s) as either Party may inform the other in writing.

14. **TERMINATION.** Either Party may terminate this Lease immediately with cause or without cause upon a minimum of thirty (30) days prior written notice. Any termination by the District, or any termination by the Tenant with or without cause, shall not result in any liability to the terminating Party. Upon the termination of the Lease, either through this section or the expiration of the term of the Lease, Tenant shall surrender the Premises to the District in clean condition and free of material defects, ordinary wear and tear excepted. Further, the District, in its sole discretion, may elect to retain any improvements or equipment installed, or any trade fixtures affixed to the Premises by the Tenant. Any furnishings, furniture, equipment, or the like purchased or brought into the Premises by the Tenant and not installed on or affixed to the Premises will remain the property of the Tenant and, therefore, may be removed as the Lease is terminated with or without cause, upon the proper prior written notice being provided as referenced herein.

15. **ABANDONMENT.** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, the District may, at the District's option, obtain possession of the Premises in the manner provided by law and without becoming liable to Tenant for damages or for any payment of any kind whatever. If District's right of reentry is exercised, equipment, trade fixtures, and personal property belonging to Tenant and left on the Premises will also be deemed to have been abandoned, and in such case, District may dispose of all such property in any manner District shall deem proper and District is hereby relieved of all liability for doing so.

16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between the District and Tenant up to the time of such injury or destruction of the Premises, with Tenant paying rentals up to such date and the District refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that the District exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bear to the whole Premises, and such part so injured shall be restored by the District as speedily as practicable, after which the full rent shall recommence, and the Lease continue according to its terms. If the damage is caused by the District, District agrees to provide space for the business of the Tenant or to pay any rent payments the Tenant would then be required to pay for comparable space until the damage to the Premises is repaired.

17. **NO THIRD-PARTY BENEFICIARIES.** This Lease is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Lease expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Lease or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors or assigns.

18. **DEFAULT.** In the event Tenant shall fail to perform any covenant, term, or provisions of this Lease within five (5) days after written notice, District shall have every remedy available at law or in equity under the law, provided, however, any action by Tenant which shall endanger the public health, safety, or welfare shall be grounds for immediate termination of this Lease. In the event the District shall fail to perform any covenant, term, or provisions of this Lease within five (5) days after written notice or shall interfere with Tenant's rights under this Lease, Tenant shall have every remedy available at law or in equity under the law against the District.

19. **RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county health department.

20. **ENTIRE AGREEMENT.** The terms and conditions of this Lease are the entire agreement and understanding of the Parties. Tenant acknowledges that it has read this Lease and understands its provisions and agrees its occupancy of the Premises is subject to the terms of this Lease.

21. **ASSIGNMENT.** This Lease may not be assigned without the prior written consent of the Parties. Any such purported assignment without the prior written consent of the Parties shall be void.

22. **CONTROLLING LAW AND VENUE.** This Lease shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Manatee County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Lease.

23. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Lease shall not affect the validity or enforceability of the remaining portions of this Lease, or any part of this Lease not held to be invalid or unenforceable.

24. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Lease may be made only by an instrument in writing which is executed by both the Parties.

25. **BINDING EFFECT.** This Lease and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

26. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Lease, and that the respective Parties have complied with all the requirements of law and have full power and authority to comply with the terms and provisions of this instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Tenant have caused this Lease to be executed as of the month, day and year first above written.

Signed, sealed, and delivered
in the presence of:

**HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

(Print Name) _____
Address: _____

By: _____
(Print Name) _____
Title: _____

(Print Name) _____
Address: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by ____ physical presence or
____ online notarization this ____ day of _____, 2024, by
_____, _____ of **HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT**, a community development district
established under Chapter 190 of the Florida Statutes. He/she is personally known to me
or has produced _____ as identification and he/she _____
did/_____did not take an oath

Notary Public
My Commission Expires _____

(SECOND SIGNATURE PAGE TO LEASE AGREEMENT)

Signed, sealed, and delivered
in the presence of:

**HERITAGE HARBOUR MASTER
ASSOCIATION, INC.**

(Print Name) _____
Address: _____

By: _____
(Print Name) _____
Title: _____

(Print Name) _____
Address: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by ____ physical presence or
____ online notarization this ____ day of _____, 2024, by
_____, _____ of **HERITAGE HARBOUR
MASTER ASSOCIATION, INC.**, a Florida non-profit corporation. He/she is personally
known to me or has produced _____ as identification and he/she
____ did/____ did not take an oath

Notary Public
My Commission Expires _____

EXHIBIT A
The Premises



3127 Skyway Circle # 101
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

Date: 1/17/2024

PROPOSAL

Proposal # 24522

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Customer Fax:

Organization: Icon Management
5540 State Road 64 East, Suite 220
Bradenton, FL 34208

Proposal Valid Until: 2/15/2024

Project: Playground Opt 1 EWF
Heritage Harbour
Ship To: River Heritage Blvd
Bradenton, FL 34212

Prepared for: Kyle Scroggs

Sales Rep MTG

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 25786

Removal haul off of existing playground equipment and mulch and borders.

Note: If there is concrete below the Pour in Place there will be a change order to remove concrete.

TOTAL: \$37,388.00

Installation of:

- (1) R35 Custom Play System - R358D812A
- (1) PC 2123-8ft Arch Swing Bay (2 Seat)
- (2) PC 2123-8ft Arch Swing Bay (2 Seat) AB
- (4) Belt Seats
- (1) Playshare Seat
- (1) Full Bucket Seat
- (1) ER 1202-S Straight Rock (w/ Hole)
- (1) PC 2496-SL Inclusive Merry-Go-Round
- (1) Picnic Table (6 FT)
- (5) 4286-6G 6ft Bench (w/ Back, GM)
- (1) Access Ramp (2-Section, Female Pivot)
- (75) Border Timber w/ Stakes
- (6) Swing Mats

Price includes concrete for footers and rental equipment required for installation.

TOTAL: \$37,424.00

Filter Fabric - Delivery and Installation: 6500 Sq.Ft. (incl. 25% for overlap) @ \$0.68 per Sq.Ft.

TOTAL: \$4,420.00

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (7.0%)

TOTAL

Signature:

Print Name/Title: _____

Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.



3127 Skyway Circle # 101
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

Date: 1/17/2024

PROPOSAL

Proposal # 24522

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Customer Fax:

Organization: Icon Management
5540 State Road 64 East, Suite 220
Bradenton, FL 34208

Proposal Valid Until: 2/15/2024

Project: Playground Opt 1 EWF
Heritage Harbour
Ship To: River Heritage Blvd
Bradenton, FL 34212

Prepared for: Kyle Scroggs

Sales Rep MTG

DESCRIPTION

Supply, Delivery, and Installation of ADA Wood Mulch of Approx. 208 cu. yds. for coverage area with a Depth of 12"

TOTAL: \$13,670.00

Swing Safe Mat - 3' x 5' x 2" - Black

TOTAL: \$1,050.00

FREIGHT for Swing Safe Mat - 3' x 5' x 2" - Black

TOTAL: \$164.00

Permitting and Administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner.

TOTAL: \$4,341.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (7.0%)

TOTAL

Signature:

Print Name/Title: _____

Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.

Date: 1/17/2024

PROPOSAL

Proposal # 24522

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Customer Fax:

Organization: Icon Management
5540 State Road 64 East, Suite 220
Bradenton, FL 34208

Proposal Valid Until: 2/15/2024

Project: Playground Opt 1 EWF
Heritage Harbour
Ship To: River Heritage Blvd
Bradenton, FL 34212

Prepared for: Kyle Scroggs

Sales Rep MTG

DESCRIPTION

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

*Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$98,457.00

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Sales Tax (7.0%) \$382.90

TOTAL \$98,839.90

Signature: _____ ... Print Name/Title: _____ Date: _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.



Advanced Recreational Concepts, LLC

Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Icon Management
5540 State Road 64 East, Suite 220
Bradenton, FL 34208

Prepared For Kyle Scroggs
Ship To Heritage Harbour
River Heritage Blvd
Bradenton, FL 34212

Date 1/17/2024
Quotation # 25786
Prepared By Matt Gagnon
Payment Terms 50% w/ order/50% @ Completion
Prices Valid Until 2/15/2024

Project Name Playground Opt 1 EWF

Customer Phone

County Manatee

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 24522				0.00
PR-R35	R35 Custom Play System - R358D812A	1		104,220.00	104,220.00T
A2-2123	PC 2123-8ft Arch Swing Bay (2 Seat)	1		3,225.00	3,225.00T
A2-2123-AB	PC 2123-8ft Arch Swing Bay (2 Seat) AB	2		2,000.00	4,000.00T
A2-313010	Belt Seat	4		195.00	780.00T
A2-131510	Playshare Seat	1		1,500.00	1,500.00T
A2-311010	Full Bucket Seat	1		415.00	415.00T
ER-1202	ER 1202-S Straight Rock (w/ Hole)	1		6,535.00	6,535.00T
A2-2496-SL	PC 2496-SL Inclusive Merry-Go-Round	1		8,490.00	8,490.00T
A3-4250-S6	4250-S6 Picnic Table (6 FT)	1		2,100.00	2,100.00T
A3-4286-6G	4286-6G 6ft Bench (w/ Back, GM)	6		1,095.00	6,570.00T
1205-2	Access Ramp (2-Section, Female Pivot)	1		1,870.00	1,870.00T
540407	Border Timber w/ Stake	75		70.00	5,250.00T
	Freight	1		10,625.00	10,625.00
	ALL FREIGHT COSTS ARE ESTIMATES ONLY. Due to the volatile nature of the transportation industry, freight charges may be re-quoted at the time of order.				
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
				0.00	0.00

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$156,580.00
Sales Tax (7.0%) \$10,146.85
Total \$166,726.85

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



3127 Skyway Circle # 101
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

Date: 1/17/2024

PROPOSAL

Proposal # 24525

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Customer Fax:

Organization: Icon Management
5540 State Road 64 East, Suite 220
Bradenton, FL 34208

Proposal Valid Until: 2/15/2024

Project: Playground Opt 2 Bonded Rubbe
Heritage Harbour
Ship To: River Heritage Blvd
Bradenton, FL 34212

Prepared for: Kyle Scroggs

Sales Rep MTG

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 25788

Installation of:

- (1) R35 Custom Play System - R358D812A
- (1) PC 2123-8ft Arch Swing Bay (2 Seat)
- (2) PC 2123-8ft Arch Swing Bay (2 Seat) AB
- (4) Belt Seats
- (1) Playshare Seat
- (1) Full Bucket Seat
- (1) ER 1202-S Straight Rock (w/ Hole)
- (1) PC 2496-SL Inclusive Merry-Go-Round
- (1) Picnic Table (6 FT)
- (5) 4286-6G 6ft Bench (w/ Back, GM)
- (1) Access Ramp (2-Section, Female Pivot)
- (37) J-Curb Border w/ Stakes
- (6) Swing Mats

Price includes concrete for footers and rental equipment required for installation.

TOTAL: \$37,424.00

Removal of existing playground equipment and mulch and borders excavating to an 8" depth

Note: If there is concrete below the Pour in Place there will be a change order to remove concrete.

TOTAL: \$63,900.00

Compacted Rock: 5200 Sq.Ft. at a depth of 4 in. @ \$4.30 per Sq.Ft.

TOTAL: \$22,360.00

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (7.0%)

TOTAL

Signature:

Print Name/Title: _____

Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.



3127 Skyway Circle # 101
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

Date: 1/17/2024

PROPOSAL

Proposal # 24525

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Customer Fax:

Organization: Icon Management
5540 State Road 64 East, Suite 220
Bradenton, FL 34208

Proposal Valid Until: 2/15/2024

Project: Playground Opt 2 Bonded Rubbe
Heritage Harbour
Ship To River Heritage Blvd
Bradenton, FL 34212

Prepared for: Kyle Scroggs

Sales Rep MTG

DESCRIPTION

Supply Deliver and Installation of PIP Rubber Mulch Safety Surfacing: Rainbow : 5200 Sq. Ft. at a depth of 4 in.

TOTAL: \$123,652.00

Border Shapers: 8' J-Curb: Black : 300 Ft.

TOTAL: \$3,154.00

FREIGHT for Border Shapers: 8' J-Curb: Black : 300 Ft.

TOTAL: \$500.00

Swing Safe Mat - 3' x 5' x 2" - Black

TOTAL: \$1,050.00

FREIGHT for Swing Safe Mat - 3' x 5' x 2" - Black

TOTAL: \$164.00

Permitting and Administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner.

TOTAL: \$6,626.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (7.0%)

TOTAL

Signature:

Print Name/Title: _____

Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.



3127 Skyway Circle # 101
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

Date: 1/17/2024

PROPOSAL

Proposal # 24525

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Customer Fax:

Organization: Icon Management
5540 State Road 64 East, Suite 220
Bradenton, FL 34208

Proposal Valid Until: 2/15/2024

Project: Playground Opt 2 Bonded Rubbe
Heritage Harbour
Ship To: River Heritage Blvd
Bradenton, FL 34212

Prepared for: Kyle Scroggs

Sales Rep MTG

DESCRIPTION

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

*Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$258,830.00

Sales Tax (7.0%) \$294.28

TOTAL \$259,124.28

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____ ... Print Name/Title: _____ Date: _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufacturer's specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed.



Advanced Recreational Concepts, LLC

Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Icon Management
5540 State Road 64 East, Suite 220
Bradenton, FL 34208

Prepared For Kyle Scroggs
Ship To Heritage Harbour
River Heritage Blvd
Bradenton, FL 34212

Date 1/17/2024
Quotation # 25788
Prepared By Matt Gagnon
Payment Terms 50% w/ order/50% @ Completion
Prices Valid Until 2/15/2024

Project Name Playground Opt 2 Bonded Rubber

Customer Phone

County Manatee

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 24525				0.00
PR-R35	R35 Custom Play System - R358D812A	1		104,220.00	104,220.00T
A2-2123	PC 2123-8ft Arch Swing Bay (2 Seat)	1		3,225.00	3,225.00T
A2-2123-AB	PC 2123-8ft Arch Swing Bay (2 Seat) AB	2		2,000.00	4,000.00T
A2-313010	Belt Seat	4		195.00	780.00T
A2-131510	Playshare Seat	1		1,500.00	1,500.00T
A2-311010	Full Bucket Seat	1		415.00	415.00T
ER-1202	ER 1202-S Straight Rock (w/ Hole)	1		6,535.00	6,535.00T
A2-2496-SL	PC 2496-SL Inclusive Merry-Go-Round	1		8,490.00	8,490.00T
A3-4250-S6	4250-S6 Picnic Table (6 FT)	1		2,100.00	2,100.00T
A3-4286-6G	4286-6G 6ft Bench (w/ Back, GM)	6		1,095.00	6,570.00T
1205-2	Access Ramp (2-Section, Female Pivot)	1		1,870.00	1,870.00T
	Freight	1		10,625.00	10,625.00
	ALL FREIGHT COSTS ARE ESTIMATES ONLY. Due to the volatile nature of the transportation industry, freight charges may be re-quoted at the time of order.				
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
				0.00	0.00

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$151,330.00
Sales Tax (7.0%) \$9,779.35
Total \$161,109.35

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0093240018

Project: R0093_45339706626_05

Prepared For:

KYLE SCROGGS

HERITAGE HOA
ICON MANAGEMENT
5541 STATE ROAD 64 EAST, SUITE 220
BRADENTON, FL 34208
941-303-7930 (phone)
kcroggs@theiconteam.com

Project Name & Location:

Attn: **HERITAGE HOA**
W/TURF
5541 STATE ROAD 64 EAST,
SUITE 220
BRADENTON, FL 34208

Prepared by:

Miller Recreation Equipment &
Design

7745 S.W. 193rd Lane
Cutler Bay, FL 33157 USA
(941) 792-4580 (phone)
mrecjm12@gmail.com

Ship To Address:

KYLE SCROGGS
HERITAGE HOA
ICON MANAGEMENT
5541 STATE ROAD 64 EAST, SUITE 220
BRADENTON, FL 34208
941-303-7930 (phone)
kcroggs@theiconteam.com

End User:

KYLE SCROGGS
HERITAGE HOA
ICON MANAGEMENT
5541 STATE ROAD 64 EAST,
SUITE 220
BRADENTON, FL 34208
941-303-7930 (phone)
kcroggs@theiconteam.com

Quote Number: R0093240018
Quote Date: 2/21/2024
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice
Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	135.00	1,537.00	1,537.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	4	10.00	152.00	608.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	1	15.00	223.00	223.00
304	TEN SPIN	1	1,000.00	4,288.00	4,288.00
453704	MM TRANQUILITY CORNER FRAME	1	185.00	1,525.00	1,525.00
6063	REFLEX	1	650.00	11,174.00	11,174.00
70471311B	SENSORY PANEL TEXTURE STAR CIRCLE BELOW DECK	1	60.00	2,465.00	2,465.00
70471316B	HEX/TRIANGLE PERF PANEL (BELOW DECK) - TCX	1	65.00	1,795.00	1,795.00
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	75.00	1,011.00	1,011.00
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	4	125.00	1,444.00	5,776.00
7145493	5" OD X 112" POST (3' DK)	8	65.00	388.00	3,104.00

7145494	5" OD X 124" POST (4' DK)	2	70.00	416.00	832.00
7145505	5" OD X 219" POST FOR 5' DK W/TOPPER	8	100.00	616.00	4,928.00
714552	5" OD X 136" POST (3' TO 5' DKS)	1	75.00	445.00	445.00
714621LLC	MTN TRAIL LOG, LH STEPS, LH TP CL HR	1	435.00	8,093.00	8,093.00
7146474	ALPHA CLIMBER (4' DECK)	1	180.00	1,667.00	1,667.00
71466918PFR	PLAYCOVER PYRAMID 18' X 18', FLAME RETARDANT	1	520.00	10,158.00	10,158.00
71466920PFR	PLAYCOVER PYRAMID 20' X 20', FLAME RETARDANT	1	540.00	10,728.00	10,728.00
7146705	CHAMII RIGHT SECTION	2	60.00	716.00	1,432.00
7146706	CHAMII LEFT SECTION	2	60.00	716.00	1,432.00
714670M21	CHAMII DBL SLIDE ENTRY/EXIT (5'-6'6" DK)	1	290.00	3,539.00	3,539.00
7146933	HEX CLIMBER TO 3' DK	1	45.00	1,026.00	1,026.00
71469433	HYPERBOLIX (BETWEEN 3' DECKS)	1	220.00	5,182.00	5,182.00
714700	5' SIDE-BY-SIDE SLIDE,CANOPY (3' DK)	1	120.00	2,294.00	2,294.00
714719	CLIFF CLIMBER (3' & 5' DECK)	1	85.00	1,154.00	1,154.00
71474849U	6'2" TYP II SLIDE 360D DOME WAVE (4' DK)	1	1,518.00	8,655.00	8,655.00
7147555	HONEYCOMB CLIMBER (5' DECK)	1	170.00	2,394.00	2,394.00
714782	CRUNCH STATION	1	5.00	158.00	158.00
714787	TOT ROCK CLIMBER (3' DK)	1	110.00	1,623.00	1,623.00
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	120.00	1,600.00	1,600.00
71486725	TWISTED VINE CLIMBER (5' DK)	1	90.00	1,543.00	1,543.00
714900P1	STEERING WHEEL (POST MOUNT)	1	5.00	231.00	231.00
7149071	"L" SLIDE RH, ROCKITE (3' DK)	1	100.00	1,675.00	1,675.00
71495949	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	1	200.00	4,303.00	4,303.00
7149709	8' ARCH BRIDGE BETWEEN DECKS	1	380.00	6,099.00	6,099.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00	2,659.00	2,659.00
MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	2	179.00	1,596.00	3,192.00

RiskSign_Included

Product line: Freestanding

Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
REMOVAL	REMOVAL AND DISCARD EXISTING PLAYGROUND	1	0.00	7,000.00	7,000.00
REMOVAL	REMOVAL AND DISCARD EXISTING RUBBER SURFACING AND ROCKS	1	0.00	10,155.00	10,155.00
TURF	PROVIDE AND INSTALL 5441 SF OF ARTIFICIAL PLAY TURF INSTALLATION INCLUDES EXCAVATION OF 5441 SF 4" OF TOPSOIL AND HAUL AWAY, INSTALL 4" CONCRETE FINES, INSTALL 2" PADDING THROUGH OUT THE PLAYGROUND AREA AND INSTALLATION OF SAND.	1	0.00	65,292.00	65,292.00

Totals:

Equipment Weight:	10,277.00 lbs
Equipment List:	\$120,548.00
Discount Amount:	-\$25,287.75
Equipment Price:	\$95,260.25
Freight:	\$4,739.75
Installation:	\$29,838.00
Products by Other:	\$82,447.00
SubTotal:	\$212,285.00
Estimated Sales Tax*:	\$5,765.62
Grand Total:	\$218,050.62

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0093240018 **Quote Date:** 2/21/2024 **Equipment:** \$120,548.00 **Grand Total:** \$218,050.62

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Date

Date:



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0093240025

Project: R0093_45339706626_05

Prepared For:

KYLE SCROGGS

HERITAGE HOA
ICON MANAGEMENT
5541 STATE ROAD 64 EAST, SUITE 220
BRADENTON, FL 34208
941-303-7930 (phone)
kcroggs@theiconteam.com

Project :

**POURED IN PLACE
SURFACING**

Attn: HERITAGE HOA
5541 STATE ROAD 64 EAST,
SUITE 220
BRADENTON, FL 34208

Prepared by:

Miller Recreation Equipment &
Design

7745 S.W. 193rd Lane
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mrecjm12@gmail.com

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Quote Number: R0093240025
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PlayArea_1

Product line: KidsChoice
Age group: 5-12

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71495949	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	1	200.00	4,303.00	4,303.00
7149709	8' ARCH BRIDGE BETWEEN DECKS	1	380.00	6,099.00	6,099.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00	2,659.00	2,659.00
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RiskSign_Included

Product line: Freestanding

Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
PIP	4947 SF POURED IN PLACE RUBBER SURFACING PRICE INCLUDES 2563 SF AT 1.75", 145 SF AT 2.25" AND 789 SF @ 3.5" TO ACCOUNT FOR THE VARIOUS DECK HEIGHTS. PRICE BREAKDOWN AS FOLLOWS: RUBBER \$41,307, TAX \$2418.44, FREIGHT \$3600, AND INSTALLATION IS \$22,274	1	0.00	69,599.44	69,599.44
REMOVAL	REMOVAL AND DISCARD EXISTING PLAYGROUND	1	0.00	7,000.00	7,000.00
REMOVAL	REMOVAL AND DISCARD EXISTING RUBBER SURFACING AND ROCKS	1	0.00	10,155.00	10,155.00
TIMBERS	77 4' X 8 BORDERS, INSTALLATION AND FREIGHT TIMBERS 41925, FREIGHT \$440. INSTALL \$385	1	0.00	2,750.00	2,750.00

Totals:

Equipment Weight:	10,277.00 lbs
Equipment List:	\$120,548.00
Discount Amount:	-\$25,287.75
Equipment Price:	\$95,260.25
Freight:	\$4,739.75
Installation:	\$29,838.00
Products by Other:	\$89,504.44
SubTotal:	\$219,342.44
Estimated Sales Tax*:	\$5,765.62
Grand Total:	\$225,108.06

Notes:

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Quote Number: R0093240025 **Quote Date:** 2/21/2024 **Equipment:** \$120,548.00 **Grand Total:** \$225,108.06

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

2/26/2024

QUOTE: R0093240025

Date _____

Date: