# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

### **REVISED MEETING AGENDA**

Tuesday, September 2, 2025, at 5:00 p.m.

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



313 Campus St. Celebration, FL 34747 (813) 652-2454

### **Heritage Harbour South Development District**

**Board of Supervisors** 

Philip Frankel, Chair
Darnell Bacon, Vice Chair
Mike Neville, Assistant Secretary
Lice Devis, Assistant Secretary

Lisa Davis, Assistant Secretary Kevin Kruckeberg, Assistant Secretary

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### Revised Meeting Agenda Tuesday, September 2, 2025 – 5:00 p.m.

1.	Call to Order and Roll Call
2.	Adoption of the Agenda
3.	Audience Comments – Three- (3) Minute Time Limit
4.	Special Business Items
	A. Presentation of Field Services
5.	<b>Business Administration</b>
	A. Consideration of Minutes from Regular Meeting on August 5, 2025Page 3
	B. Review of July Check Registers
6.	Staff Reports
	A. District Counsel
	B. District Engineer
	C. District Manager
7.	Business Items
	A. Consideration of Addendum to Inframark ContractPage 28
	B. Consideration of EGIS Insurance Renewal
8.	HOA updates
	A. Heritage Harbour Master HOA
	B. Stoneybrook HOA
	C. Golf Course Update
9.	Supervisor Requests
10.	Adjournment

The next meeting is scheduled for Tuesday, October 7, 2025, at 5:00 p.m.

Staff:

Kristee Cole, District Manager

Andrew Cohen, District Counsel

Rick Schappacher, District Engineer

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AUGUST 5, 2025 - Minutes of Meeting Page 1

MINUTES OF MEETING 1 2 HERITAGE HARBOUR SOUTH 3 COMMUNITY DEVELOPMENT DISTRICT 4 5 The Heritage Harbour South Community Development District regular meeting of the 6 Board of Supervisors was held on Tuesday, August 5, 2025, and called to order at 5:00 p.m. 7 at the Stoneybrook Recreation Center, located at 200 Golden Harbour Trail, Bradenton, 8 FL 34212. 9 10 Present and constituting a quorum were: 11 12 Philip Frankel Board Supervisor, Chair Mike Neville Board Supervisor, Asst. Secretary 13 Board Supervisor, Vice Chair 14 Darnell Bacon 15 16 Also present were: 17 18 Kristee Cole District Manager, Inframark District Manager, Inframark 19 Alize Aninipot District Engineer, Schappacher Engineering Rick Schappacher 20 District Counsel, Persson, Cohen, Mooney, 21 Andy Cohen 22 Fernandez & Jackson, P.A. Representative, Heritage Harbour Master HOA 23 Christina Brantley Michelle Jones President of Stoneybrook 24 25 26 **Audience Members** 27 FIRST ORDER OF BUSINESS 28 Call to Order and Roll Call 29 Ms. Cole called the meeting to order at 5:00 p.m. 30 31 **SECOND ORDER OF BUSINESS** Adoption of the Agenda 32 On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the August 5, 2025, Final Agenda was adopted.

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#### THIRD ORDER OF BUSINESS Audience Comments

A resident expressed positive feedback regarding the new playground and suggested that a shaded area be installed within the playground. The Board inquired with the HOA to confirm whether the shaded area would be located inside the playground, and the HOA confirmed. Another resident raised a concern regarding a drainage issue near their home, located in front of the preserve.

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### FOURTH ORDER OF BUSINESS Business Administration

A. Consideration of Minutes from Regular Meeting on June 3, 2025

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On MOTION by Mr. Bacon, seconded by Mr. Neville, with all in favor, the minutes from the Regular Meeting from June 3, 2025, were approved.

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B. Review of the April, May, and June Financials and Consideration of the April,

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AUGUST 5, 2025 - Minutes of Meeting Page 2

May and June Check Registers

Ms. Cole informed the Board that the financials will begin to be posted to the website and will no longer be on the monthly agenda.

On MOTION by Mr. Bacon, seconded by Mr. Neville, with all in favor, the April, May, and June 2025 Check Registers were approved.

### FIFTH ORDER OF BUSINESS Staff Reports

### A. District Counsel

Mr. Cohen provided the Board with an update regarding the Aqua Terra mediation. The Board directed staff to postpone any further research at this time.

### **B.** District Engineer

 Mr. Schappacher reported that the sidewalk flumes have been repaired. He also noted that some street signs were incorrect and advised that an order had already been placed for their replacement. Additionally, he observed an excess of bicycle signage and will do an audit of the signs and move the excess.

### C. District Manager

 Ms. Cole informed the Board that the next scheduled meeting is September 2, 2025, at 5:00 p.m.

#### SIXTH ORDER OF BUSINESS Business Items

### A. Discussion Regarding Fishing in CDD Ponds

 It was reported that there are no changes regarding Ethics Training in the current legislative session. Board members appointed after March 31, 2025, will not be required to complete the training until 2026.

Regarding the developer's request for a land swap due to encroachment, there has been no further update concerning the boundary change. The Board sought approval to prohibit fishing in Central Park and in the two irrigation ponds, as well as to install signage at all three ponds, with a not-to-exceed amount of \$1,500. The Board discussed the matter, noting potential liability concerns from the insurance company, damage to the medians, and changes to the pond ecosystems resulting from the removal of fish.

On MOTION by Mr. Frankel, seconded by Mr. Bacon, with one opposing vote from Mr. Neville, the Community Development District Board agreed to implement a policy to ban finishing.

### B. Public Hearing on the Final Budget for Fiscal Year 2025-2026

On MOTION by Mr. Neville, seconded by Mr. Frankel, with all in favor, the Board Opened the Public Hearing on the Final Budget for Fiscal Year 2025-2026 and the Public Hearing on Levying the O&M Assessment.

### HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT **AUGUST 5, 2025 - Minutes of Meeting**

Page 3

89 90 91	On MOTION by Mr. Neville, seconded by Mr. Frankel, with all in favor, the Board Closed the Public Hearing on the Final Budget for Fiscal Year 2025-2026 and the Public Hearing on Levying the O&M Assessment.
92 93 94 95	Consideration of Resolution 2025-05, Adopting the Fiscal Year 2025-2026     Final Budget
96 97	On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the Board adopted Resolution 2025-05, Adopting the Fiscal Year 2025-2026 Final Budget.
98 99 100 101	C. Public Hearing on Levying the O&M Assessment 1. Consideration of Resolution 2025-06, Levying the O&M Assessment
102 103	On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the Board adopted Resolution 2025-06, Levying the O&M Assessment.
104 105 106 107	D. Consideration of Resolution 2025-07, Adopting the Fiscal Year 2025-2026 Meeting Schedule
108 109	On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the Board adopted Resolution 2025-07, Adopting the Fiscal Year 2025-2026 Meeting Schedule.
110 111 112	E. Consideration of Resolution 2025-08, Adopting the Goals and Objectives
113 114	On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the Board adopted Resolution 2025-068, Adopting the Goals and Objectives.
115 116 117 118 119	F. Discussion of Central Park  Mr. Cohen reviewed an email from the county representative regarding the potential sale or lease of the park. The Board agreed to table the matter for now.
120 121 122 123 124	G. Discussion Regarding Stoneybrook Monuments The Board proposed to the HOA the implementation of a \$1 fee, with the understanding that the HOA would assume full responsibility for all monuments within Stoneybrook.
125 126 127 128 129 130	<ul> <li>H. Consideration of Board Member Resumes The Board reviewed resumes submitted by the following residents for consideration: <ul> <li>Mark Albrecht</li> <li>Lisa Davis</li> <li>Kevin Kruckeberg</li> </ul> </li></ul>
131 132 133	I. Consideration of Resolution 2025-09, Designating Officers All board members will remain the same, but two new Board members will be appointed. Lisa Davis was appointed to Seat 5, and Kevin Kruckeberg was appointed

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to Seat 1.

# HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AUGUST 5, 2025 - Minutes of Meeting Page 4

136 On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, Mr. Frankel will 137 remain the Chairman, Mr. Bacon will remain the Vice Chairman, Mr. Neville, Ms. Davis 138 and Mr. Kruckeberg will be the assistant secretaries. Ms. Davis, Seat 5, will expire in 139 November 2026, and Mr. Kruckeberg, Seat 1, will expire in November 2028. 140 141 SEVENTH ORDER OF BUSINESS **HOA Updates** 142 A. Heritage Harbour Master HOA 143 An update was provided regarding the park, pavilions, trash receptacles, and 144 additional items identified by the insurance company for follow-up. Mr. Neville 145 expressed appreciation to the Master Association for their efforts and remarked 146 that the playground is beautiful. A discussion was held regarding the east ditch. 147 and it was reported that Manatee County has completed clearing of the area. 148 Mr. Schappacher stated that maintenance of the Central Ditch is a responsibility 149 of the Heritage Harbour Master Association. Only the maintenance of the East 150 Ditch is the County's responsibility. 151 152 B. Stoneybrook HOA 153 Ms. Cole noted on record that there was a death at pond 18, and it will be reported to 154 the insurance company. 155 C. Golf Course Update 156 157 No report. 158 159 **EIGHTH ORDER OF BUSINESS Supervisor Requests** 160 Mr. Kruckeberg requested that a District Map be provided to him. 161 162 **NINTH ORDER OF BUSINESS Adjournment** 163 164 On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the meeting was 165 adjourned at 7:17 p.m.

Chairman / Vice Chairman

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Secretary / Assistant Secretary

### HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Fund

For the Period from 07/01/25 to 07/31/25 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	ERAL FU	UND - 00	<u>1</u>					
001 001 001 001 001 001 001	100079 100080 100081 100082 100083 100084 100085 100086	07/08/25 07/08/25 07/10/25 07/22/25 07/22/25 07/23/25 07/23/25 07/23/25	INFRAMARK LLC PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A. FASTSIGNS INFRAMARK LLC SCHAPPACHER ENGINEERING LLC STONEYBROOK AT HERITAGE HARBOUR ANJ EXCAVATION LLC STONEYBROOK AT HERITAGE	153024 6146 INV-30032-A 154306 2893 06012025 40 05012025	JUL25 MANAGEMENT SERVICES LEGAL SERVICES 06/25 REPLACE SIGNS AND POSTS-BALANCE JUN25 POSTAGE ENGINEERING SRVCS THRU 06/30/25 JUN 2025 MEETING ROOM RENTAL INSTALL SIDEWALK FLUMES (5) MAY 2025 MEETING ROOM RENTAL	District Manager District Counsel Street Sign Repairs/Replacements Miscellaneous Mailings District Engineer Miscellaneous Services R&M-Sidewalks Miscellaneous Services	531150-51301 531146-51301 546491-54101 541030-51301 531147-51501 549001-51301 546084-54101 549001-51301	\$4,550.00 \$2,451.00 \$4,649.28 \$1.25 \$1,387.50 \$100.00 \$1,125.00 \$100.00
							Fund Total	\$14,364.03
<b>DEBT</b> 200	15137	<b>CE FUN</b> 07/24/25	D SERIES 2013 - 200  HERITAGE HARBOUR SOUTH C/O U.S BANK	DSXFR 072225	XFR FY 2025 SPECIAL ASSESSMENTS-S2013	SERIES 2013 SPECIAL ASSESSMENTS		\$78,745.6
							Fund Total	\$78,745.6
							Total Checks Paid	\$93,109.6

INVOICE

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

TO C4958 CUSTOMER ID C4958

FO#

DATE
7/1/2025
NET TERMS
Due On Receipt
DUE DATE

7/1/2025

Services provided for the Month of: July 2025

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

INVOICE#

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

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

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

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

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



INVOICE

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.

ATTORNEYS AND COUNSELORS AT LAW

Invoice # 6146 Date: 07/02/2025 Due On: 08/02/2025

Heritage Harbour South Community Development District inframarkcms@payableslockbox.com

### Statement of Account

	Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
(	\$0.00	+	\$2,451.00	) - (	\$0.00	) =	\$2,451.00

### **HHSOUTH**

### Heritage Harbour South Community Development District

### Services

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	AHC	06/02/2025	Tele-conv. with Chairman. Continued review of agenda package and preparation for 6/3 CDD meeting. E-mail District Manager re: pending items. E-mail Master HOA counsel re: status of Maintenance Agreement comments/revisions.	1.25	\$303.00	\$378.75
Service	AHC	06/03/2025	Review e-mails re: public records request. Exchange e-mails with Chair re: fishing issues. Exchange e-mails with District Manager re: pending items. Final preparation for CDD meeting and attend meeting.	3.75	\$303.00	\$1,136.25
Service	AHC	06/04/2025	Follow-up on action items from 6/3 CDD meeting. Prepare draft pressure cleaning contract and e-mail to District Manager for review/comment and coordination of execution.	1.50	\$303.00	\$454.50
Service	AHC	06/05/2025	Tele-conv. with Chair re: pending items from HHMA meeting.	0.25	\$303.00	\$75.75
Service	AHC	06/06/2025	Prepare draft ad and mailed notice for budget public hearing and exchange e-mails with District Manager.	0.50	\$303.00	\$151.50

Service	DPL	06/23/2025	Continued reviewof of draft budget ad and mailed notice.	0.75	\$303.00	\$227.25
	A de montre en mante amo de acusa do de la composición del composición de la composición de la composición del composición de la composición de la composición de la composición de la composición del composición de la composición del composición de la composición del composición del composición del composición de la c			Services S		\$2,424.00

### Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense			1.00	\$27.00	\$27.00
macrostolica de la Principa de Caracteria de			Expenses S		\$27.00
			5	Subtotal	\$2,451.00
			-	Total	\$2,451.00

### **Detailed Statement of Account**

### **Current Invoice**

Invoice Num	nber Due On	Amount Due	Payments Received Ba	lance Due
6146	08/02/2025	\$2,451.00	\$0.00	\$2,451.00
			Outstanding Balance	\$2,451.00
			<b>Total Amount Outstanding</b>	\$2,451.00

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.

3050 N Washington Sarasota, FL 34234 (941) 355-5746

INVOICE INV-30032

fastsigns.com

Completed Date: 5/30/2025 Payment Terms: COD Customer

Payment Due Date: 5/30/2025

**Created Date:** 1/29/2025

**DESCRIPTION:** Signage Repairs Change Order

**Bill To:** Heritage Harbor CDD c/o Inframark

313 Campus St

Celebration, FL 34747

US

**Installed:** Heritage Harbor CDD c/o Inframark

Rick Schappacher

7155 Grand Estuary Trail Bradenton, FL 34212

US

Ordered By: Rick Schappacher Salesperson: Stacy Jarrell

Work Phone: (941) 251-7613 Tax ID: 85-8012556683C-1

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Item 1: Missing sign/Frame Beacon Ha Light Run Aluminum - Panel	arbour at Chatum 1	\$381.93	\$0.00	\$381.93
	Part Qty: 1 Width: 36.00" Height: 6.00" Sides: 2 - Thickness: 080 Aluminum - Vinyl Type: No Vinyl - Laminate Type: No Laminate	<b>Design/File Type</b> - Design/File Type: Art Supplie	d/File Setup		
	<b>Notes:</b> Double-sided HIP Reflective Street Sign				
1.2	Vinyl -Standard-Digital Print - Street Na	ame			
1.2	Part Qty: 1 Width: 36.00" Height: 6.00" - Vinyl: Digital Print - Laminate Type: Cast Gloss 8518 - Vinyl Type: Clear				
	<b>Text:</b> Beacon Harbour Dr				
	<b>Notes:</b> Green/White Double-sided 1 each				

ا م	Custom Sign Trams				1
1.3	Custom Sign - Frame				
	Part Qty: 1				
	Width: 6.00" Height: 36.00"				
	<b>Notes:</b> 6" X 36" POWDER COATED BLACK				
	SEMI GLOSS				
	Frame and endcap				
	**Please note frames are welded				
	construction and end cap cannot be				
	added				
1.4	Installation In-House - Installation				
	- # of Hours: 0.5				
	Notes:				
	Add Beacon Harbour street sign to				
	post on Chatum Light Run				
/	Item 2: Yield Sign Post Beacon Harbour Loop & Burning	1	\$778.14	\$0.00	\$778.14
	Light Way		, , , , , ,	,	,
2.1	Custom Sign -				
	Part Qty: 1				
	Width: 3.00" Height: 11.00'				
	<del>-</del>				
	<b>Text:</b> Replace broken Yield Sign post on				
	corner of Beacon Harbour Loop and				
	Burning Light Way				
	Notes:				
	3" X 11' FT SMOOTH POST, POWDER				
	COATED BLACK SEMI GLOSS, BALL				
	FINIAL, DECORATIVE BASE  ***OVERSIZE SHIPPING CHARGES				
	APPLY TO THIS POST				
2.2	Shipping - OVERSIZE SHIPPING				
	Part Qty: 1				
	Width: 1.00"				
	Height: 1.00"				
2.3	Installation -				
	- # of Hours: 1				
	Notes:				
	Remove existing post and install new				
	post, finial and base. Does not include				
	new sign  Item 3: Straighten Posts Haven Harbour Way and				
	Bridgewater Ct.	1	\$84.00	\$0.00	\$84.00
3.1	Installation -				
3.1					
	- # of Hours: 0.5				
	<b>Notes:</b> Straighten stop/street sign on corner				
	of Harbour Way & Bridgewater Ct.				
4	Item 5: Right Lane Must Turn Sign (New)	1	\$520.24	\$0.00	\$520.24
4	item 5. Right Lane Must Turn sign (New)	ı	<b>⊅</b> 3∠0.∠4	<b>Ψ</b> υ.υυ	<b>⊅</b> 3∠U.∠4

4.1	Aluminum - Sign Panel				
7.1	Part Qty: 1 Width: 30.00" Height: 30.00" Sides: 1				
	<b>Text:</b> RIGHT LANE MUST TURN RIGHT				
	<b>Notes:</b> .080 HIP Reflective Aluminum Diamond, Standard DOT Graphics (White/Black)				
4.2	Installation - Install				
	- # of Hours: 1				
	<b>Text:</b> Add new Right Lane Must Turn Right Sign and Post on Grand Harbour Blvd.				
	<b>Notes:</b> Install new galvanized post and sign.				
4.3	Posts -				
	Part Qty: 1 - Post Type: U-Channel Galvanized - Post Length: 12' - Include Stainless Hardware?,				
5	ltem 9: Yellow 9-pin reflector sign at St	one Harbour	\$150.92	\$0.00	\$150.92
3	Loop median	ı	\$150.9Z	\$0.00	\$130.92
5.1	Installation -				
	- # of Hours: 0.25				
	Notes: Install (1) reflector sign on existing post. Dispose of old. ***Pricing based on combined install with other items				
5.2	Custom Sign -				
	Part Qty: 1 Width: 18.00" Height: 18.00"				
	<b>Notes:</b> Standard DOT OM4-1 HIP reflector sign Yellow				
6	Item 10: Move and Replace Golf Cart Si	<b>gn</b> 1	\$480.83	\$0.00	\$480.83
6.1	Aluminum - Panel				
	Part Qty: 1 Width: 30.00" Height: 30.00" Sides: 1 - Thickness: 080 Aluminum - Vinyl Type: No Vinyl - Laminate Type: No Laminate	Design/File Type - Design/File Type: Art Supplied/File Setup			
	<b>Notes:</b> .080 HIP Reflective Aluminum Diamond, Standard DOT Graphics (Yellow/Black)				

### Installation In-House - Installation 6.2 - # of Hours: 1.25 Text: Remove Existing short Speed Bump / sign and replace with Yellow Golf Cart Crossing sign (back painted black) and post on Stone Harbour Loop near Guard House. Notes: Remove existing golf cart sign and frame. Replace with new Diamond sign - back painted black. No frame. Move as indicated with new concrete \*\*Assumes that any frame can be removed. If frame is welded, new post will be required to change sign. 7 \$1,068.22 \$0.00 \$1,068.22 Item 11: Golf Cart Crossing Sign near Guard House 1 7.1 **Aluminum - Sign Panel** Part Qty: 1 Width: 30.00" Height: 30.00" Sides: 1 - Thickness: Use Traffic Blank - Vinyl Type: Standard Vinyl - Laminate Type: Calendared Gloss 8508 Text: **Golf Cart Crossing** Notes: .080 HIP Reflective Aluminum Diamond, Standard DOT Graphics (Yellow/Black) 7.2 **Custom Sign - Post** Part Qty: 1 Width: 3.00" Height: 11.00' Text: Notes: 3" X 11' FT SMOOTH POST, POWDER COATED BLACK SEMI GLOSS, BALL FINIAL, DECORATIVE BASE \*\*\*OVERSIZE SHIPPING CHARGES

7.3

APPLY TO THIS POST

Part Qty: 1 Width: 1.00" Height: 1.00"

**Shipping - Oversize Shipping** 

#### **Installation - Install** 7.4 - # of Hours: 1 Text: Add Yellow Golf Cart Crossing sign (back painted black) and post on Stone Harbour Loop near Guard House. Notes: Install new post, finial and base with golf cart crossing sign (back painted Item 12: Pedestrian Crossing Sign & Post Stone Harbour 8 \$2,079.44 \$1,039.72 \$0.00 **Loop at Heritage Isles Way Aluminum - Sign Panel** 8.1 Part Qty: 1 Width: 30.00" Height: 30.00" Sides: 1 - Thickness: Use Traffic Blank - Vinyl Type: Standard Vinyl - Laminate Type: Calendared Gloss 8508 Text: **Pedestrian Crossing** Notes: .080 HIP Reflective Aluminum Diamond, Standard DOT Graphics (Yellow/Black) 8.2 **Custom Sign - Post** Part Qty: 1 Width: 3.00" Height: 11.00' Text: Notes: 3" X 11' FT SMOOTH POST, POWDER COATED BLACK SEMI GLOSS, BALL FINIAL, DECORATIVE BASE \*\*\*OVERSIZE SHIPPING CHARGES APPLY TO THIS POST 8.3 **Shipping - Oversize Shipping** Part Qty: 1 Width: 1.00" Height: 1.00" 8.4 Installation - Install - # of Hours: 1 Text: Furnish and Install Pedestrian Crossing Signs and Posts on Stone Harbour Loop at Heritage Isles Way Notes: Install new post, finial and base with pedestrian crossing sign (back painted black) 9 **Item 13: Lower Stop Sign** 1 \$84.00 \$0.00 \$84.00

9.1	Installation In-House - Installation					
	- # of Hours: 0.5					
	<b>Text:</b> Lower existing Stop Sign on outbound					
	side					
	of Stone Harbour Loop at Guard					
	House so awning is					
	not blocking visibility					
	<b>Notes:</b> Lower existing sign on same post					
	**Assumes that frame can be moved.					
	If frame is welded, new post will be					
	required to change sign.					
10	Item 14: Reset Keep Right Sign		1	\$84.00	\$0.00	\$84.00
10.1	Installation -					
	- # of Hours: 0.5					
	Notes:					
	Re-set Keep Right Sign in Stone					
	Harbour Loop median just west of Guard House					
	Item 15: Missing signs/Frames Stone Ha	arbour Loop &	-			
11	River Heritage Blvd	•	1	\$674.72	\$0.00	\$674.72
11.1	Aluminum - Panel					
	Part Qty: 2	Design/File Type				
		- Design/File Type: A	rt Supplied/File !	Setup		
	Height: 6.00" Sides: 2					
	- Thickness: 080 Aluminum					
	- Vinyl Type: No Vinyl					
	- Laminate Type: No Laminate					
	<b>Notes:</b> Double-sided HIP Reflective Street					
	Sign					
	J					
11.2	Vinyl -Standard-Digital Print - Street Nar	me				
	Part Qty: 2					
	Width: 36.00"					
	<b>Height:</b> 6.00" - Vinyl: Digital Print					
	- Laminate Type: Cast Gloss 8518					
	- Vinyl Type: Clear					
	Text:					
	Stone Harbour Loop					
	River Heritage Blvd					
	Notes:					
	Green/White					
	Double-sided					

44.3	Guata va Giana - Europa					
11.3	Custom Sign - Frame					
	Part Qty: 2 Width: 6.00"					
	Height: 36.00"					
	Notes:					
	6" X 36" POWDER COATED BLACK					
	SEMI GLOSS					
	Frame and endcap **Please note frames are welded					
	construction and end cap cannot be					
	added					
11.4	Installation In-House - Installation					
	- # of Hours: 0.75					
	Notes:					
	Remove broken sign frame. Add (2)					
	new frames w/street names					
	Item 17 & 18: Replace Sign Panels		2	\$135.60	\$0.00	\$271.20
12.1	Aluminum - Panel					
	Part Qty: 1 Width: 36.00"	Design/File Type	: Art Supplied/File Se	tuo		
	<b>Height:</b> 6.00"	- Design/File Type	. Art supplied/File se	ιαρ		
	Sides: 2					
	- Thickness: 080 Aluminum					
	<ul><li>- Vinyl Type: No Vinyl</li><li>- Laminate Type: No Laminate</li></ul>					
	Notes:					
	Double-sided HIP Reflective Street					
	Sign					
12.2	Vinyl -Standard-Digital Print - Street Na	ame				
	Part Qty: 1					
	Width: 30.00"					
	<b>Height:</b> 6.00" - Vinyl: Digital Print					
	- Laminate Type: Cast Gloss 8518					
	- Vinyl Type: Clear					
	Text:					
	Kingsbury Pl Golden Harbour Tr					
	Notes:					
	Green/White					
	Double-sided 1 each					
12.3	Installation In-House - Installation					
	- # of Hours: 0.5					
	Notes:					
	Replace existing signs with new panel					
	Item 19: Missing sign/Frame Golden H	arbour Tr at	1	\$381.93	\$0.00	\$381.93
.5	Brookfield Ter		•	,5555	7 5.50	+5555

13.1	Aluminum - Panel				
	Part Qty: 1 Width: 36.00" Height: 6.00" Sides: 2 - Thickness: 080 Aluminum - Vinyl Type: No Vinyl - Laminate Type: No Laminate Notes: Double-sided HIP Reflective Street Sign	Design/File Type - Design/File Type: Art Supplied/File Setup			
13.2	Vinyl -Standard-Digital Print - Street Na	ame			
	Part Qty: 1 Width: 36.00" Height: 6.00" - Vinyl: Digital Print - Laminate Type: Cast Gloss 8518 - Vinyl Type: Clear				
	<b>Text:</b> Golden Harbour Tr				
	<b>Notes:</b> Green/White Double-sided 1 each				
13.3	Custom Sign - Frame				
	Part Qty: 1 Width: 6.00" Height: 36.00"				
	<b>Notes:</b> 6" X 36" POWDER COATED BLACK SEMI GLOSS Frame and endcap				
	**Please note frames are welded construction and end cap cannot be added				
13.4	Installation In-House - Installation				
	- # of Hours: 0.5 <b>Notes:</b>				
	Add Golden Harbour Tr at Brookfield Ter				
	Removal and Disposal	1	\$159.00	\$0.00	\$159.00
14.1	Installation - - # of Hours: 1				
	- # of Hours: 1  Notes:  Remove and dispose of old posts and panels.				
15	Finials and Bases for posts on phase 1	10	\$210.00	\$0.00	\$2,100.00

15.1	Hardware/Parts -	
	Part Qty: 1 Width: 1.00"	
	Height: 1,00"	
	Notes: Aluminum, black powder-coated ball	
	finials and bases. Could not be reused from posts (welded construction)	

Payment Terms: Unless you have existing payment terms already on file, any balance is due before installation or delivery. You may pay through our portal by calling the office or having a check ready on-site. The balance is due on pickup if you are picking up your order. Invoices not paid within terms will be assessed a \$250 late fee. The unpaid balance shall accrue interest at the maximum rate allowed by law until the balance is paid in full. Payments shall be first credited to any late fees, then to interest due, and any remainder will be credited to the principal. Purchaser will be responsible for all additional costs, including legal, court, and collection fees associated with collection of past-due invoices.

\$9,298.57	Subtotal:
\$0.00	Taxable Amount:
\$0.00	Taxes:
\$9,298.57	Grand Total:
\$4,649.29	Amount Paid:
\$4,649.28	BALANCE DUE:

TRANSACTIONS			
Date	Туре	Amount	
2/19/2025	MasterCard (Online) - 0252	\$4,649.29	

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

The state of the s	
Signature:	Date:

RECOMMENDED FOR PAYMENT:

License #ES12002217



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 154306 **CUSTOMER ID** C4958

PO#

**INVOICE#** 

DATE
7/16/2025
NET TERMS
Due On Receipt
DUE DATE
7/16/2025

Services provided for the Month of: June 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	1	Ea	1.25		1.25
Subtotal					1.25

Subtotal	\$1.25
Tax	\$0.00
Total Due	\$1.25

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.

### Schappacher Engineering LLC

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

### Invoice

Date	Invoice #
7/7/2025	2893

Project

Terms

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

		Due on receipt	HH South CD	D Engineering
Serviced	Description	Quantity	Rate	Amount
6/2/2025	Prep work for site review and conduct site review of drainage issue on Beacon Manor during rainfall event.	1.75	150.00	262.50
6/3/2025	Review agenda items, print pertinent documents for CDD meeting.  Prepare Engineer's Report then attend CDD meeting and coordinate with sign vendor.	4.25	150.00	637.50
6/4/2025	Coordinate with sign vendor on remaining items.	0.25	150.00	37.50
6/5/2025	Call for vendor working on golf villas in regard to closing roadway for utility connections, notify CDD, Master and HOA.	0.5	150.00	75.00
6/9/2025	Coordinate with golf course on rubble rip rap along bank of pond 29.  Prepare justification of costs for Inframark.	0.5	150.00	75.00
6/11/2025	Review e-mail from CDD chairperson regarding existing water main backflow preventer. Review plans and respond.	0.25	150.00	37.50
6/12/2025	Coordinate with vendor to install various sidewalk flumes throughout community. Send photos of deficiencies.	0.5	150.00	75.00
6/17/2025	Coordinate with Marketplace representative for repairs and updates.	0.5	150.00	75.00
6/30/2025	Review e-mail from board member regarding damaged storm grate and coordinate with Master Association for replacement. Review e-mail from CDD manager regarding SWFWMD recertification and coordinate with staff.	0.75	150.00	112.50
Please make checks Thank you for your	payable to Schappacher Engineering business!	Tot	tal	\$1,387.50

### Heritage Harbour Billing Summary

Schappacher Engineering, LLC

Date	General District Svcs, CDD Mtgs	Community Signage & Striping	Sidewalk & Roadway Review & Repairs	Annual Site Reviews	Storm Water System Inspection & Repairs	Hurricane Assessment Review	Sewer & Water Issues	Marketplace issues	Golf Course Assistance
6/2/2025					262.50				
6/3/2025	600.00	37.50							
6/4/2025		37.50							
6/5/2025									75.00
6/9/2025	37.50								37.50
6/11/2025							37.50		
6/12/2025			75.00						
6/17/2025								75.00	
6/30/2025					112.50				
Monthly Total	\$637.50	\$75.00	\$75.00	\$0.00	\$375.00	\$0.00	\$37.50	\$75.00	\$112.50
Annual Total	\$4,425.00	\$4,800.00	\$5,025.00	\$2,625.00	\$1,537.50	\$1,275.00	\$37.50	\$412.50	\$675.00



### STONEYBROOK AT HERITAGE HARBOUR HOA

INVOICE

INVOICE # 06012025 DATE: 07/17/2025

200 Golden Harbour Trail Bradenton, Florida 34212 Phone: 941-750-9688

TO:

Heritage Harbour South CDD 313 Campus Street Celebration, FL 34747 Email: KCole@inframark.com

### **COMMENTS OR SPECIAL INSTRUCTIONS:**

Meeting Room Rental

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	June 2025 Meeting Room Rental	100.00	\$100.00
		SUBTOTAL	\$100.00
		SALES TAX	0
		TOTAL DUE	\$100.00

Make all checks payable to STONEYBROOK AT HERITAGE HARBOUR HOA

Address: 200 Golden Harbour Trail, Bradenton, FL 34212

If you have any questions concerning this invoice, contact Jessica Friday.

Phone: 941-750-9688

Email: Manager@StoneybrookHOA.com

### INVOICE

### A N J EXCAVATION LLC

INVOICE # 40 DATE: JULY 8, 2025

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

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

JOB SITE ADDRESS	START DATE	END DATE
Heritage Harbour- 5 Total Sidewalk Flumes	June	July

LINE ITEM	DESCRIPTION	LINE TOTAL
1	Installation of 5 sidewalk flumes- 225,00/ EA, X 5 =	\$1,125.00
	TOTAL	\$1,125.00

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

RECOMMENDED FOR PAYMENT:

Rele Schopson 7/18/25



### STONEYBROOK AT HERITAGE HARBOUR HOA

INVOICE

INVOICE # 05012025 DATE: 07/17/2025

200 Golden Harbour Trail Bradenton, Florida 34212 Phone: 941-750-9688

TO:

Heritage Harbour South CDD 313 Campus Street Celebration, FL 34747 Email: KCole@inframark.com

### **COMMENTS OR SPECIAL INSTRUCTIONS:**

Meeting Room Rental

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	May 2025 Meeting Room Rental	100.00	\$100.00
		SUBTOTAL	\$100.00
		SALES TAX	0
		TOTAL DUE	\$100.00

Make all checks payable to STONEYBROOK AT HERITAGE HARBOUR HOA

Address: 200 Golden Harbour Trail, Bradenton, FL 34212

If you have any questions concerning this invoice, contact Jessica Friday.

Phone: 941-750-9688

Email: Manager@StoneybrookHOA.com

### **CHECK REQUEST FORM**

District Name:	Heritage Harbour South			
Date:	July 22, 2025			
Invoice Number:	DSXfr 072225			
Please issue a check to:				
Vendor Name:	Heritage Harbour South c/o WellsFargo			
Vendor No.:	V00031			
Check amount:	\$78,745.63			
Please cut check from Acct. #:	BankUnited GF Acct# 0495			
Please code to:	200-131000-1000			
	Series 2013			
Check Description/Reason:	Xfr FY 2025 Special Assessments received			
Mailing instructions:	Please FedEx with letter to Trustee at WellsFargo			
Due Date for Check:	include in next AP batch			
Requestor:	Terri Lusk			
Manager's Approval:	MandreSum			
Date:	7/22/25			

### **HERITAGE HARBOUR SOUTH**

Community Development District 11555 Heron Bay Blvd., Suite 201 Coral Springs, Florida 33076 (954) 603-0030

July 22, 2025

Wells Fargo Bank - CTS payment processing Lockbox Services 856470 1801 Parkview Dr, 1st Floor Shoreview, MN 55126

**SERIES 2013** 

Re: FY 2025 Special Assessment Collections

To Whom it May Concern:

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

Series 2013 \$ 78,745.63

Please deposit these funds into the Series 2013 Revenue account.

Account # 46553300

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

Sincerely,

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

Terri Lusk

District Accountant

Terri Lusk

### MANAGEMENT SERVICES MASTER AGREEMENT

This **Management Services Master Agreement** (the "Agreement") is made this 22<sup>nd</sup> day of May 2023, between:

- 1) HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT, a Community Development District with its principal place of business in Manatee County, Florida (hereinafter the "District"); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the "Service Company")

### **BACKGROUND**

The District desires to procure management services required for the District as set forth in Schedule A attached to this Agreement ("Services") and the Service Company desires to provide said operations and maintenance services to the District.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

### 1) TERM AND TERMINATION

- 1.1 The term of this Agreement shall be for an initial period effective upon the latest date set forth below the signatures and ending on June 30, 2024. The term of this Agreement shall automatically renew for additional one (1) year terms, commencing on July 1 of the then current year, unless either party terminates or refuses to renew for any reason, in writing by certified mail return receipt requested, at least sixty (60) days prior to the upcoming renewal date.
- 1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.
- 1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.
- 1.4 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.
- 1.5 If District incurs costs for damages due to a default of

- the Service Company that results in termination of this Agreement, District may deduct such costs or damages from the final payment due to Service Company. Such deduction will not exceed the final payment owed to Service Company and will constitute full and final settlement between District and Service Company for all claims against Service Company by District and a release by District of any and all further claims against Service Company.
- 1.6 The Service Company may, at its discretion, suspend service immediately should the District fail to make payments in a timely manner, until such time as the account is made current.
- 1.7 Either party may, in its sole and absolute discretion, whether or not reasonable, on sixty (60) days' written notice to the other party, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Said termination notice must be sent to the non-terminating party pursuant to the notice requirements set forth in Section 10.13 of this Agreement.

### 2) SERVICE COMPANY'S SERVICES

- 2.1. Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the "Services").
- 2.2. The District shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company's services:
- 2.2.1. All financial books and records of the District;
- 2.2.2. All bank statements of all accounts of the District;
- 2.2.3. Copies of all contracts and agreements to which District is a party;
- 2.2.4. Copies of all minutes, resolutions and other official actions of the District; and
- 2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents, and shall have no liability for errors which may result from the use of the abovereferenced documents should errors be contained therein. Service Company shall, however, advise the District of any error it discovers during Service Company's review of the above-referenced documents.

- 2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement, prior to the commencement of any additional services.
- 2.4. In performing the services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.
- 2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. The District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement. Any other potential conflict of interest related to Service Company providing services to another entity not addressed herein shall be disclosed by Service Company to the District prior to the Service Company engaging in the provision of services for such entity.
- 2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.
- 2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.
- 2.8. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

### 3) DISTRICT OBLIGATIONS

#### 3.1. District shall:

- 3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;
- 3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;
- 3.1.3. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and
- 3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.
- 3.3 The District represents and warrants that:
- 3.3.1 It is duly incorporated, validly existing, and in good standing under the laws of its state;
- 3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms:
- 3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;
- 3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and
- 3.4 The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Directors, and no Director shall act independently unless authorized by a Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said

systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable high degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

### 4) FEES AND PAYMENT

- 4.1. The Service Company will begin billing July 1, 2023, for District Management Services in the amount of \$4,550.00 monthly.
- 4.2. During the term of this Agreement, the District shall pay the Service Company a fee of \$54,600.00 ("Annual Base Fee") plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly (as set forth in Section 4.1) as compensation for the services set forth herein, per schedule(s) defined in Section 1 and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The monthly share of the Annual Base Fee shall be due on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within ten (10) days of invoice date.
- Service Company shall be required to attend 4.3. scheduled District meetings starting on July 1, 2023. Attendance of meetings is based on an allocation of up to thirteen (13) meetings per year, including regular monthly meeting of the District's Board of Supervisors and a Budget meeting, with an allocation of up to three (3) hours per meeting scheduled. The Service Company will bill the District \$250.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.
- 4.4. Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of Nature, when

- requested by the District, will be billed at the rate of \$125.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Directors. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.
- 4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified immediately that such emergency action was taken.
- 4.6. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.
- 4.7. The Service Company reserves the right to modify, with thirty (30) days' notice, any of the applicable fees listed in the "Miscellaneous Schedule of Charges", attached to the Agreement, to bring them in line with current business practice. The Board shall approve such increases upon notice and documentation of the reason for the increase. The Board shall not unreasonably delay or withhold approval. Should the Board reject an increase, the Service Company shall have the option to immediately terminate the Agreement.
- 4.8. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. Service Company shall notify the District of any requested increase to the Annual Base Fee for the upcoming fiscal year no later than April 1 of the then current fiscal year. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.
- 4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee

adjustment, which will be invoiced in the first month following approval of the budget.

4.10. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

#### 5) INDEMNIFICATION AND LIMITATION

- 5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES, OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE.
- 5.2. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, AND EXCEPT AND TO THE EXTENT OF SERVICE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, THE DISTRICT EXPRESSLY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS SERVICE COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR JUDGMENTS, OF ANY KIND OR CHARACTER, **INCLUDING ATTORNEYS** EXPENSES AND COSTS, RESULTING FROM THE SERVICE COMPANY'S PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT AND/OR UNDERTAKEN BY THE SERVICE COMPANY AT THE DIRECTION OF THE DISTRICT; INCLUDING, BUT NOT LIMITED TO CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR JUDGMENTS ARISING FROM THE NEGLIGENCE. GROSS NEGLIGENCE, OR INTENTIONAL ACTS OF THE DISTRICT AND INCLUDING SERVICE COMPANY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE OR MIXED WITH THE NEGLIGENCE OF OTHERS. FURTHER, THE SERVICE COMPANY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ANY GENERAL LIABILITY POLICY ISSUED ON BEHALF OF THE DISTRICT. THE DISTRICT'S INSURANCE SHALL BE RECOGNIZED AS THE PRIMARY SOURCE FOR THE EVENT OF CLAIMS. THE DISTRICT SHALL MAINTAIN PROPERTY AND CASUALTY INSURANCE, AND WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT DATE, THE DISTRICT SHALL FURNISH COPIES OF SUCH POLICIES TO THE SERVICE COMPANY WITH A CERTIFICATION OR OTHER EVIDENCE THAT THE SERVICE COMPANY HAS BEEN DESIGNATED AS AN ADDITIONAL INSURED UNLESS SO ADVISED OR RECOMMENDED BY THE DISTRICT.

- COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.
- 5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.5. The Service Company shall be allowed to retain the counsel of its choice, but subject to the approval of the District, if Service Company reasonably believes that separate legal assistance is necessary in connection with the defense of any matter asserted by a third party, whether or not demand has been made against the Service Company. The District agrees to pay all reasonable attorneys' fees and related or ancillary expenses including costs incurred by the Service Company in the defense of any claim or cause of action covered by the terms of this Agreement.
- 5.6. Statements for attorney's fees and all legal expenses received by the Service Company in connection with any claim asserted by a third party shall be processed in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such statements.
- 5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.
- 5.8. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETENT TO PROVIDE THE SERVICES CONTRACTED FOR.
- 5.9. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft,

vandalism, force of nature, or acts of Nature.

- 5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.
- 5.11. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.
- 5.12. The Service Company agrees to indemnify, defend, and hold harmless the District and it officers, supervisors, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including reasonable attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out to the extent arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Service Company. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District is entitled and shall continue after the Service Company has ceased to be engaged under this Agreement.

#### 6) INSURANCE

- 6.1. Throughout the term of this Agreement, the Service Company shall provide and maintain the following levels of insurance coverage:
- 6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);
- 6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);
- 6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and
- 6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.
- 6.1.5. Comprehensive Automobile Liability Insurance for all vehicles used by the Service Company's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- 6.1.6. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable

insurance carrier, licensed to conduct business in the State of Florida.

6.2. The District shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

### 7) DISPUTES

- 7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the AAA.mediation.org for names of local qualified mediators for the parties to select. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.
- 7.2 If the parties are unable to resolve any disputes in accordance with the Section above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration District or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. Any mediation or arbitration shall be held in a mutually agreeable location within the County in which the District is located.
- 7.3 ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIMING PARTY KNEW OR SHOULD HAVE REASONABLY KNOWN OF SAID CLAIM. INVOICES ALREADY PAID CANNOT BE DISPUTED FOR ANY REASON BEYOND THE DATE OF THE NEXT BOARD MEETING.
- 7.4 Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees as ordered.

#### 8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance

hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

#### 9) PUBLIC RECORDS

- 9.1 The Service Company will be the public records custodian for the District. In connection with its services to District, the Service Company agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Service Company taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:
- 9.1.1. The Service Company shall keep and maintain public records required by the District to perform the services hereunder.
- 9.1.2. Upon a request for public records received by the District, the Service Company shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.
- 9.1.3 The Service Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Service Company does not transfer the records to the District.
- 9.1.4 Upon completion of this Agreement, the Service Company shall transfer, at no cost, to the District all public records in possession of the Service Company consistent with Florida law. All records stored electronically by the Service Company must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- 9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.
- 9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of the law.
- 9.1.7 Failure of the Service Company to comply with Section 119.0701, Florida Statutes may subject the Service Company to penalties under Section 119.10, Florida Statutes. Further, in the event the Service Company fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is

required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE SERVICE COMPANY HAS **OUESTIONS** REGARDING THE APPLICATION OF CHAPTER 119, **FLORIDA** STATUTES, TO **SERVICE COMPANY'S** DUTY TO **PROVIDE PUBLIC RECORDS** RELATING TO THIS AGREEMENT, **SERVICE COMPANY SHALL CONTACT** THE **DISTRICT'S** CUSTODIAN OF PUBLIC RECORDS. **SANDRA DEMARCO** C/OINFRAMARK, LLC, **TELEPHONE:** (954)603-0033, **EMAIL:** Recordsrequest@inframark.com AND **ADDRESS: MAILING** 210 N. UNIVERSITY DRIVE, **SUITE** 702, CORAL SPRINGS, FL 33071.

### 10) MISCELLANEOUS

- 10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.
- 10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.
- 10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.
- 10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

- 10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.
- 10.7. The parties may only modify this Agreement by a written amendment signed by both parties.
- 10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 10.9. Service Company and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Service Company agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Service Company has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Service Company and order Service Company to immediately terminate the contract with the subcontractor.
- 10.10. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to solicit the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services; provided however, this Section 10.10 will not apply to anyone who was employed by the District and hired by the Service Company to perform the Services.
- 10.11. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be

assigned by either party without the prior written consent of the other party unless such assignment is made pursuant to the operation of law. When written consent of a party is required for any assignment of this Agreement, such consent shall not be unreasonably withheld.

- 10.12. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.
- 10.13. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to the following with a copy by e-mail as well:

To Service Company:

Inframark, LLC 2002 West Grand Parkway North, Suite 100 Katy, Texas 77449 ATTN: Chris Tarase, Vice President E-mail: chris.tarase@inframark.com

With a copy to:

Inframark, LLC 220 Gibraltar Road, Suite 200 Horsham, PA 19044 ATTN: Legal Department E-mail: Michael.alpago@inframark.com

To District:

Heritage Harbour South Community Development

District Attn: Chair

E-mail only: <a href="mailto:seat2@heritageharboursouthCDD.org">seat2@heritageharboursouthCDD.org</a>

With a copy to:

Attn: Andrew Cohen, District Counsel Persson, Cohen, Mooney, Fernandez & Jackson, P.A. 6853 Energy Court

Lakewood Ranch, FL 34240 E-mail: <u>acohen@flgovlaw.com</u>

- 10.14. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District. All such records shall be provided by Service Company to the District within twenty (20) days of District's request for such records.
- 10.15. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC

DocuSigned by: Chris Tarase

By: Chris Tarase

Title: Vice President – Management Services
Date: 5/22/2023

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

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

Printed Name: Philip I. Frankel

Title: Chair

5/22/2023 Date: \_\_\_\_

### Schedule A Scope of Services

The Service Company shall provide the following services to, for, and on behalf of the District:

#### A- FINANCIAL ACCOUNTING SERVICES

- 1- Prepare the District's budget at the District's direction.
- 2- Implement the District's budget directives.
- 3- Prepare monthly financial reports for the regular District meetings.
- 4- Submit preliminary budget to the District as required under applicable law or District policy.
- 5- Modify preliminary budget for consideration by the District at the District's advertised Public Hearing.
- 6- Coordinate budget preparation with District's Board, Engineer, and Attorney.
- 7- Prepare budget resolution approving the District's budget and authorization to set public hearing.
- 8- Prepare budget and assessment resolutions as required by applicable law.
- 9- Prepare annual financial report for units of local government.
- 10- Prepare of Public Depositor's Report and distribution to State Treasurer.
- 11- Provide all required annual disclosure information to the local government in the County in which the District resides
- 12- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies.
- 13- Prepare all required schedules for year-end audit.
- 14- Oversee capital and general fund accounts.
- 15- Prepare required investment policies and procedures at the District's direction.
- 16- Administer purchase order system, periodic payment of invoices.
- 17- Coordinate tax collection and miscellaneous receivables.
- 18- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).

19- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

### B- MANAGEMENT AND RECORDING SERVICES

- 1- Attend up to 13 Meetings of the District Board of Supervisors and provide meaningful dialogue on the issues before the District Board of Supervisors for action.
- 1. Record all meetings of the District. Provide all communication equipment necessary for the District's Supervisors to attend by phone or Zoom. The Service Company shall provide electronic equipment for each Supervisor at each meeting with the agenda and all attachments to be covered during such meeting.
  - The Service Company shall maintain and provide access to all District Supervisors, at no additional cost, to Service Company's financial software for the payment of the District's invoices, balance sheet, and other financial data at all times. The Service Company shall provide training for its use and functions and all updates at no additional charge during the term of this Agreement.
- Organize, conduct, and provide summary minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices as directed by the District; for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.
- 3- Consult with the Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- 4- Provide Oath of Office and Notary Public for all newly elected members of the District Board of Supervisors.
- 5- Prepare agenda for budget hearings.
- 6- Prepare all the District's Board of Supervisor agendas and coordination of receipt of sufficient material for the District's Board of Supervisors to make informed policy decisions.
- 7- Prepare and advertise all notices of meetings as required.
- 8- Maintain the District's seal.
- 9- Act as the primary point of contact for District-related matters
- 10- Ensure all required procedures for the District are properly followed and executed, including provision of required compliance and disclosure information to local

- governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.
- 11- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work of companies supplying the services related to the operation and maintenance of the District's public infrastructure.
- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company shall advise the District of its needs for renewal or additional procurement activities and implement same. The Service Company shall work with the District's Attorney and Engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee. Any such project management fee must be approved in advance the District; provided, however, that in the event of an emergency, the Service Company may provide project management services for a reasonable project management fee.
- 13- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e., oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).
- 14- If required, provide day-to-day management of in-house operations by performing the following:
  - a- Hire and maintain a highly qualified staff.
  - b- Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner.
  - c- Prepare and implement operating schedules.
  - d- Prepare and implement operating policies.
  - e- Interface with residents to ensure anticipated levels of service are being met.
  - f- Implement internal purchasing policies.
  - g- Prepare and bid services and commodities as necessary.
  - h- Coordinate with the District's residents to determine the services and levels of service to be provided as part of the District's budget preparations.
- 15- Preparation of specifications and coordination for insurance and independent auditor services.
- 16- Responding to any community complaints or requests for service from residents.

# C- SPECIAL ASSESSMENT SERVICES

- 1- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- 2- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- 3- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that the Service Company has obtained all the pertinent information to prepare accurate assessments.
- 4- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- 5- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. and provide pay off information upon request to property owner.
- 6- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- 7- Act as primary contact to answer property owners' questions regarding the Capital Assessment.
- D- FIELD SERVICES Available upon request and with mutually agreed upon scope.

# Schedule B Rate Schedule

# I. ANNUAL BASE FEE

The Annual Base Fee for the first Agreement year shall be \$54,600.00 (\$4,550.00 per month). Base fee includes District Management, Accounting, Recording, Assessments and Disclosure filing.

# II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$125.00 per hour
Mail Distribution	
General Distribution-Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03per additional page
Labels	\$0.07each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 percopy, up to 100 copies \$0.10 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services- incudes court appearances, performance oitasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property-the <b>Service Company</b> will charge the seller directly	Per market rates

# FIRST AMENDMENT TO THE MANAGEMENT ADVISORY SERVICES AGREEMENT BETWEEN HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AND INFRAMARK, LLC

**THIS FIRST AMENDMENT** is entered into and effective on October 1, 2025, as set forth by and between Heritage Harbour South Community Development District ("DISTRICT") and Inframark, LLC ("MANAGER").

WHEREAS, the DISTRICT and MANAGER entered into a Management Advisory Services Agreement with an effective date of May 22, 2023, whereby MANAGER would provide non-exclusive management, financial and accounting services for the DISTRICT (the "Original Agreement");

**WHEREAS** the DISTRICT and MANAGER now wish to amend the Agreement by adjusting the compensation and term as follows; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

- 1. Both parties agree that Exhibit A to the Agreement shall be replaced in its entirety with the Exhibit A attached to this First Amendment.
- 2. Except as provided in this First Amendment, the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and terms of the Agreement, the terms of this First Amendment shall prevail.
- **3.** This First Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of this  $2^{nd}$  day of September 2025.

Inframark, LLC	Heritage Harbour South Community Development District	
By:	By:	
Name: Chris Tarase	Name:	
Title: President	Title: Chairperson	

### Exhibit A

### **Scope of Services**

All services required for the management of a community development district under Chapter 189, Florida Statutes, Chapter 190, Florida Statutes and all other applicable Federal, Florida, and local

laws (including the ordinance(s) and resolution(s) relating to the District and any interlocal agreements). All services should be completed on a timely basis.

Specifically, the MANAGER shall provide the following services to, for, and on behalf of the District:

### A- FINANCIAL ACCOUNTING SERVICES

- Prepare the District's budget at the District's direction.
- Implement the District's budget directives.
- Preparation of monthly financial reports for the regular District meetings.
- Submit preliminary budget to the District as required under applicable law or District policy.
- Modify preliminary budget for consideration by the District at the District's advertised Public Hearing.
- Coordinate budget preparation with District's Board, Engineer, and Attorney.
- Prepare the budget resolution approving the District's budget and authorization to set public hearing.
- Prepare budget and assessment resolutions as required by applicable law.
- Prepare annual financial report for units of local government.
- Prepare of Public Depositor's Report and distribution to State Treasurer.
- Provide all required annual disclosure information to the local government in the county in which the District resides.
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies.
- Prepare all required schedules for year-end audit.
- Oversee capital and general fund accounts.
- Prepare required investment policies and procedures at the District's direction.
- Administer purchase order system, periodic payment of invoices.
- Coordinate tax collection and miscellaneous receivables.
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).
- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

# B- MANAGEMENT AND RECORDING SERVICES

- Attend up to 13 meetings/workshops of the District Board of Supervisors and provide meaningful dialogue on the issues before the District Board of Supervisors for action.
- Record all meetings of the District.
- Organize, conduct, and provide summary minutes for all meetings of the District. This
  includes, but is not limited to, scheduling meetings, providing agenda packages and
  meeting materials in the form requested by the Board of Supervisors, and publishing Board
  meeting, public hearing notices, and landowner election notices as directed by the District;

for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.

- Consult with the Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- Provide Oath of Office and Notary Public for all newly elected members of the District Board of Supervisors.
- Prepare agenda for budget hearings.
- Prepare all the meeting agendas and coordination of receipt of sufficient material for the District's Board of Supervisors to make informed policy decisions.
- Prepare and advertise all notices of meetings as required.
- Maintain the District's seal.
- Act as the primary point of contact for District-related matters
- Ensure all required procedures for the District are properly followed and executed, including provision of required compliance and disclosure information to local governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.
- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work of companies supplying the services related to the operation and maintenance of the District's public infrastructure
- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company shall advise the District as to need for renewal or additional procurement activities and implement same. The Service Company shall work with the District's attorney and engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee. Any such project management fee must be approved in advance the District; provided, however, that in the event of an emergency, the Service Company may provide project management services for a reasonable project management fee.
- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e. oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).
- If required, provide day-to-day management of in-house operations by performing the following:
- Prepare and implement operating schedules.
- Prepare and implement operating policies.
- Interface with residents to ensure anticipated levels of service are being met.
- Implement internal purchasing policies.
- Prepare and bid services and commodities as necessary.
- Coordinate with the District's residents to determine the services and levels of service to be provided as part of the District's budget preparations.
- Preparation of specifications and coordination for insurance and independent auditor services.
- Process and assist in the investigation of insurance claims, in coordination with District Counsel.
- Responding to any community complaints or requests for service from residents.

- Monitor certificates of insurance as needed per contracts.
- Follow risk management policies and procedures.
- Procure, renew, or maintain all necessary insurance for the District as directed and authorized by the District
- Maintain an action item list of tasks and follow-ups from meetings.
- Coordinate with the District's ADA document remediation vendor (and website vendor) to ensure the District's website has the content required by Florida (and is on the website for the appropriate duration) and includes any additional information or materials requested by the Board.

# C- SPECIAL ASSESSMENT SERVICES

- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that the Service Company has obtained all the pertinent information to prepare accurate assessments.
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. and provide pay off information upon request to property owner.
- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- Act as primary contact to answer property owners' questions regarding the Capital Assessment.
- D- FIELD SERVICES (Available upon request and at mutually agreed upon scope)
  - Perform a monthly inspection of the District's property and maintenance responsibilities.
  - Provide monthly inspection report with pictures and recommendations for repairs to the District; provided however, the Service Company shall not be responsible for performing such repairs unless otherwise agreed to by the parties in writing; and
  - Notify the District about deficiencies in the services performed by its vendors.

# **Rate Schedule**

# I. ANNUAL BASE FEE

The Base Fee for the shall be \$4,914.00 per month (\$58,968.00 per year). Base fee includes District Management, Accounting and Recording services. The new base fee will take effect on October 1, 2025.

# II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$175.00 per hour	
Dissemination Services	\$1,000.00 per filing	
Assessment Roll Services	\$5,000.00 Annually	
Mail Distribution		
General Distribution- Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece	
General Distribution - Additional inserts over two	\$0.03 per additional page	
Labels	\$0.07 each	
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00	
Postage	Current rate charged by postmaster (no add on)	
Copies		
Black and white, single sided	\$0.18 per copy, up to 100 copies	
	\$0.10 per copy thereafter	
Color (single sided)	\$0.50 per copy	
Black and white, duplex (two-sided)	\$0.21 per duplex copy	
Special Services - incudes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour	
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month	
Estoppel letters for Sellers of Property-the <b>Service Company</b> will charge the seller directly	Per market rates	





# Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

# Heritage Harbour South Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

### **About FIA**

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

# **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

### What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Heritage Harbour South Community Development District c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd,. Suite 101 Wesley Chapel, FL 33544

Term: October 1, 2025 to October 1, 2026

**Quote Number: 100125619** 

# **PROPERTY COVERAGE**

# SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$1,263,272
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$332,300

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and	
		Extensions of Coverage.	
	5 %	Total Insured Values per building, including vehicle	
		values, for "Named Storm" at each affected location	
		throughout Florida subject to a minimum of \$10,000 per	
		occurrence, per Named Insured.	
	Per Attached Schedule	Inland Marine	

Special Property Coverages		
Coverage	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

<sup>\*</sup>Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

# **TOTAL PROPERTY PREMIUM**

\$10,848

# **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
Х	Α	Accounts Receivable	\$500,000 in any one occurrence
х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
Х	С	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
Х	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
Х	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
Х	F	Duty to Defend	\$100,000 any one occurrence
Х	G	Errors and Omissions	\$250,000 in any one occurrence
Х	Н	Expediting Expenses	\$250,000 in any one occurrence
Х	ı	Fire Department Charges	\$50,000 in any one occurrence
Х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
Х	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
Х	L	Leasehold Interest	Included
Х	М	Air Conditioning Systems	Included
х	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
х	0	Personal property of Employees	\$500,000 in any one occurrence
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
Х	Q	Professional Fees	\$50,000 in any one occurrence
Х	R	Recertification of Equipment	Included
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence
Х	Т	Transit	\$1,000,000 in any one occurrence
Х	U	Vehicles as Scheduled Property	Included
Х	V	Preservation of Property	\$250,000 in any one occurrence
Х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
Х	Х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

Х	Υ	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
Х	Z	Ingress / Egress	45 Consecutive Days
Х	AA	Lock and Key Replacement	\$2,500 any one occurrence
Х	BB	Awnings, Gutters and Downspouts	Included
Х	СС	Civil or Military Authority	45 Consecutive days and one mile

# **CRIME COVERAGE**

<u>Description</u> Forgery and Alteration	<u>Limit</u> Not Included	<u>Deductible</u> Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

# **Deadly Weapon Protection Coverage**

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

# **AUTOMOBILE COVERAGE**

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

# **GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

# PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate. Non-Monetary \$100,000 aggregate.

## Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate

Fraudulent Instruction: \$25,000



# **PREMIUM SUMMARY**

Heritage Harbour South Community Development District c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd,. Suite 101 Wesley Chapel, FL 33544

Term: October 1, 2025 to October 1, 2026

**Quote Number: 100125619** 

# **PREMIUM BREAKDOWN**

Property (Including Scheduled Inland Marine)	\$10,848
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$5,795
Public Officials and Employment Practices Liability	\$4,081
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$20,724

# **IMPORTANT NOTE**

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

## **Additional Notes:**

Optional Additional Coverage: \$100,000 in Crime Coverage would result in an additional premium of \$500.



# PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Heritage Harbour South Community Development District

(Name of Local Governmental Entity)	
Ву:	
Signature	Print Name
Witness By:	
Signature	Print Name
IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COV	ERAGE IS EFFECTIVE October 1, 2025
Ву:	
	Administrator



### PROPERTY VALUATION AUTHORIZATION

Heritage Harbour South Community Development District c/o Inframark Management Services - Wesley Chapel 2654 Cypress Ridge Blvd,. Suite 101 Wesley Chapel, FL 33544

### **QUOTATIONS TERMS & CONDITIONS**

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
- 2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
- 3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
- 4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
- 5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
- 6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

	Building and Content TIV Inland Marine Auto Physical Damage		As per schedule attached As per schedule attached
Signa	ature:	Date:	
Nam	e:		
Title:	:		



# **Property Schedule**

# Heritage Harbour South Community Development District

100125619

Policy No.: Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #		cription	Year Built	Eff. Date	Building Value	Total In	sured Value
	Ad	dress	Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Cove		vering Replaced	Roof Yr Blt
	Light House		2005	10/01/2025	\$254,918		
1	8000 Stone Harbor Loop Bradenton FL 34212		Masonry non combustible	10/01/2026			\$254,918
	Gable			Asphalt shingles			
Unit#	Desc	ription	Year Built	Eff. Date	Building Value		
	Ad	dress	Const Type	Term Date	Contents Value	Totalin	sured Value
	Roof Shape	Roof Pitch		Roof Cove	ering Cov	vering Replaced	Roof Yr Blt
	Lighting		2005	10/01/2025	\$39,463	Ĭ	-
2	8000 Stone Harbor Loop Bradenton FL 34212		Electrical equipment	10/01/2026			\$39,463
Unit#	!	ription	Year Built	Eff. Date	Building Value	Total In	sured Value
	Ad	dress	Const Type	Term Date	Contents Value	e local III	Juica Value
	Roof Shape	Roof Pitch		Roof Cove		vering Replaced	Roof Yr Blt
	Concession Stand		2005	10/01/2025	\$196,903		
3	8000 Stone Harbor Loop Bradenton FL 34212		Masonry non combustible	10/01/2026	\$23,575		\$220,478
	Simple hip			Asphalt shingles			
Unit#	Desc	ription	Year Built	Eff. Date	Building Value	<b>7</b>	
	Ad	dress	Const Type	Term Date	Contents Value	lotalin	sured Value
	Roof Shape	Roof Pitch		Roof Cove	ering Cov	vering Replaced	Roof Yr Blt
	Pavilion		2005	10/01/2025	\$74,005		
4	8000 Stone Harbor Loop Bradenton FL 34212		Masonry non combustible	10/01/2026			\$74,005
	Simple hip			Asphalt shingles			
Unit#	Desc	ription	Year Built	Eff. Date	Building Value		
	Ad	dress	Const Type	Term Date	Contents Value	Total In:	sured Value
	Roof Shape	Roof Pitch		Roof Cove	ering Cov	vering Replaced	Roof Yr Blt
	Soccer Restroom		2005	10/01/2025	\$96,863		
5	8000 Stone Harbor Loop Bradenton FL 34212		Masonry non combustible	10/01/2026			\$96,863
	Simple hip			Asphalt shingles			
Unit#	Desc	ription	Year Built	Eff. Date	Building Value		
	Ad	dress	Const Type	Term Date	Contents Value	Total In:	sured Value
	Roof Shape	Roof Pitch	7.	Roof Cove		vering Replaced	Roof Yr Blt
	Dock		2005	10/01/2025	\$56,375	l l l l l l l l l l l l l l l l l l l	HOO! II DIC
6	8000 Stone Harbor Loop Bradenton FL 34212		Non combustible	10/01/2026			\$56,375
Unit #	!	cription	Year Built	Eff. Date	Building Value	Total In	sured Value
		dress	Const Type	Term Date	Contents Value	!	
	Roof Shape	Roof Pitch		Roof Cove	ering Cov	vering Replaced	Roof Yr Blt
	Guard House		2005	10/01/2025	\$133,404		
7	8000 Stone Harbor Loop		Joisted masonry	10/01/2026	\$3,075		\$136,479
	Bradenton FL 34212 Simple hip			Asphalt shingles			

Sign:	Print Name:	Date:	



# **Property Schedule**

# Heritage Harbour South Community Development District

Policy No.: Agent:

100125619 Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	!	ription		Built	Eff. Date	Building		Total Ins	ured Value
	Roof Shape	dress Roof Pitch	Cons	t Type	Term Date Roof Co	Contents		g Replaced	Roof Yr Blt
	Back Gate	7.55.7.7.60.7	20	005	10/01/2025	\$32,42		l replaced	11001 11 210
8	8000 Stone Harbor Loop Bradenton FL 34212			masonry	10/01/2026				\$32,416
Unit #	Desc	ription	Year	Built	Eff. Date	Building	Value		157.1
	Add	dress	Cons	t Type	Term Date	Contents	Value	Total Ins	ured Value
	Roof Shape	Roof Pitch			Roof Co	vering	Coverin	g Replaced	Roof Yr Blt
	Ballfield Fencing		20	005	10/01/2025	\$56,37		Ĭ '	
9	River Heritage Blvd Bradenton FL 34212		Non con	nbustible	10/01/2026				\$56,375
	Simple hip				Clay / concrete t	iles			
Unit #	Desc	ription	Year	Built	Eff. Date	Building	Value		
	Add	dress	Cons	t Type	Term Date	Contents	Value	Total Ins	ured Value
	Roof Shape	Roof Pitch			Roof Co	vering	Coverin	g Replaced	Roof Yr Blt
	Dugout Pavilions		20	005	10/01/2025	\$50,73			
10	River Heritage Blvd Bradenton FL 34212		Fra	ıme	10/01/2026				\$50,738
Unit #	Desc	ription	Year	Built	Eff. Date	Building	Value		
		dress	Cons	t Type	Term Date	Contents		Total Ins	ured Value
	Roof Shape	Roof Pitch			Roof Co			g Replaced	Roof Yr Blt
	Bleachers		20	005	10/01/2025	\$28,18			
11	River Heritage Blvd Bradenton FL 34212		Non con	nbustible	10/01/2026				\$28,188
Unit#	Door	ription	Voor	Built	Eff. Date	Building	Value		<u> </u>
Oillt #	•	dress		t Type	Term Date	Contents		Total Ins	ured Value
	Roof Shape	Roof Pitch	Cons	гтуре	Roof Co	_ \		g Replaced	Roof Yr Blt
	Playground	ROOI PILCII	20	)25	10/01/2025	\$209,8		g керіасео 	KOOI TI BIL
12	27.49770° N, 82.46536° W Bradenton FL 34212		Proper	ty in the oen	10/01/2026		02		\$209,862
	Diddenton 12 37212			,c.i		1		1	
Unit #	Dosc	ription	Voor	Built	Eff. Date	Building	Value		
Oille #	•	dress	***************************************	t Type	Term Date	Contents		Total Ins	ured Value
	Roof Shape	Roof Pitch	Cons	гтуре				a Donlassa	Roof Yr Blt
	Playground Fencing	NOOI PILLII	20	)25	Roof Co 10/01/2025	\$7,11		g Replaced	MOOI II BIT
13	27.49770° N, 82.46536° W Bradenton FL 34212		Proper	ty in the oen	10/01/2026				\$7,112
		·							
			Total:	Building \$1,236,6		Contents Value \$26,650		Insured Va \$1,263,27	

Sign:	Print Name:	Dat	e:



# Inland Marine Schedule

# Heritage Harbour South Community Development District

Policy No.: 100125619 Agent: Egis Insuran

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Itam #	Department	Serial Number	Classification Code	Eff. date	Malica	Dest and the
Item #	Description Serial Number Classificati	Classification code	Term Date	Value	Deductible	
1	Misc Signs (310 Signs)(Max value \$1K)		Other inland marine	10/01/2025 10/01/2026	\$296,300	\$1,000
1	Gazebos Construction Material		Other inland marine	10/01/2025 10/01/2026	\$36,000	\$1,000

Total \$332,300

Sign:	Print Name:	Date:	
	•		



Heritage Harbour South Community Development District c/o Inframark 313 Campus Street Celebration, FL 34747

# INVOICE

Customer	Heritage Harbour South Community Development District
Acct #	599
Date	08/29/2025
Customer Service	Christina Wood
Page	1 of 1

Payment Information						
Invoice Summary	\$	21,224.00				
Payment Amount						
Payment for:	Invoice#28975					
100125619						

Thank You

Please detach and return with payment

Customer: Heritage Harbour South Community Development District

Invoice	Effective	Transaction	Description	Amount
28975	10/01/2025	Renew policy	Policy #100125619 10/01/2025-10/01/2026 Florida Insurance Alliance Package - Renew policy Due Date: 8/29/2025	21,224.00
Please Rem	nit Payment To:			Total

Please Remit Payment To:

Egis Insurance and Risk Advisors
P.O. Box 748555

To

Thank You

21,224.00

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349 TO PAY VIA ACH: Accretive Global Insurance Services LLC Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555	Ĩ	08/29/2025
Atlanta, GA 30374-8555	accounting@egisadvisors.com	00/29/2025