

*Heron Isles  
Community Development District*

*August 6, 2020*

# *Heron Isles*

## *Community Development District*

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*475 West Town Place, Suite 114, St. Augustine, Florida 32092*  
*Phone: 904-940-5850 Fax: 904-940-5899*

July 29, 2020

Board of Supervisors  
Heron Isles Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Heron Isles Community Development District will be held Thursday, August 6, 2020 at 6:00 p.m. at the Residence Inn Amelia Island, 2301 Sadler Road, Fernandina Beach, Florida 32034.

- I. Roll Call
- II. Audience Comments
- III. Affidavits of Publication
- IV. Organizational Matters
  - A. Acceptance of Resignation from Justin Blessing
  - B. Consideration of Appointing a New Supervisor to Fill the Vacancy (2022)
  - C. Oath of Office for Newly Appointed Supervisor
  - D. Consideration of Resolution 2020-05, Designating Officers
- V. Approval of the Minutes of the May 7, 2020 Meeting
- VI. Consideration of Proposals
  - A. Landscape Maintenance
  - B. Asphalt Repair
  - C. Culvert Issue
  - D. Mailbox Pads
  - E. Irrigation Well
  - F. Fence Along Heron Isles Pkwy
  - G. Swallowtail Shrubbery Buffer
- VII. Consideration of Addendum to Agreement with Leland Management, Inc. for Fiscal Year 2021
- VIII. Public Hearing to Adopt the Fiscal Year 2021 Budget
  - A. Consideration of Resolution 2020-06, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2021
  - B. Consideration of Resolution 2020-07, Imposing Special Assessments and Certifying an Assessment Roll
- IX. Public Hearing to Adopt Amended and Restated Rules of Procedure; Consideration of Resolution 2020-08
- X. Discussion of Wetland Stagnant Water and Man-Made Swale

- XI. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager – Consideration of a Regular Meeting Schedule for Fiscal Year 2021
  - D. Property Manager – Report / Community Project Updates
- XII. Supervisors' Requests and Audience Comments
- XIII. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register
- XIV. Next Scheduled Meeting – TBD
- XV. Adjournment

Enclosed under the third order of business are copies of the affidavits of publication for the public hearings and meeting.

The fourth order of business is organizational matters. Following acceptance of Justin Blessing's resignation, the Board can consider appointing a new supervisor to fill the vacancy for the remainder of the term, which ends in November 2022. If a new supervisor is appointed that supervisor will subscribe to an oath of office and the Board can then consider restructuring the slate of officers with resolution 2020-05.

Enclosed under the fifth order of business is a copy of the minutes of the May 7, 2020 meeting.

The sixth order of business is consideration of proposals. Copies of all proposals provided thus far are enclosed in the agenda package. If any additional proposals are received they will be sent under separate cover.

The seventh order of business is consideration of addendum to agreement with Leland Management, Inc. for Fiscal Year 2021. A copy of the addendum is enclosed in the agenda package.

The eighth order of business is the public hearing to adopt the Fiscal Year 2021 budget. A copy of the budget is enclosed, as well as copies of resolutions 2020-06 and 2020-07 for consideration.

The ninth order of business is the public hearing to adopt the amended and restated rules of procedure. Enclosed for your review and approval is a copy of resolution 2020-08, as well as a copy of the rules of procedure. No changes have been made to the rules from when they were first presented in November.

The tenth order of business is discussion of wetland stagnant water and man-made swale. Enclosed in your agenda package is a letter from Nassau County Engineering Services regarding the issue.

Copies of the financial reports are enclosed for your review and approval.

The balance of the agenda is routine in nature. Staff reports and any additional support material will be presented and discussed at the meeting. If you have any questions, please contact me.

I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

*Ernesto Torres*

Ernesto Torres  
District Manager

## *AGENDA*

# Heron Isles Community Development District

## *Agenda*

Thursday  
August 6, 2020  
6:00 p.m.

Meeting Via Zoom:  
Call In #: (646) 876-9923  
Meeting ID: 938 0182 0872  
Passcode: 880279  
[www.HeronIslesCDD.com](http://www.HeronIslesCDD.com)

- I. Roll Call
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- IV. Organizational Matters
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  - C. Approval of Check Register
- XIV. Next Scheduled Meeting – TBD
- XV. Adjournment

*THIRD ORDER OF BUSINESS*

NEWS-LEADER  
Published Weekly  
511 Ash Street/P.O. Box 16766 (904) 261-3696  
Fernandina Beach, Nassau County, Florida 32034

STATE OF FLORIDA  
COUNTY OF NASSAU:

Before the undersigned authority personally appeared  
**Foy R. Maloy, Jr**

Who on oath says that (s)he is the Publisher of the  
Fernandina Beach News-Leader, a weekly newspaper published at  
Fernandina Beach in Nassau County, Florida; that the attached  
copy the advertisement, being a DISPLAY LEGAL NOTICE in the  
matter of

2020/2021 BUDGET

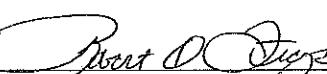
Was published in said newspaper in the issue(s) of

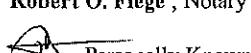
07/15/2020 07/22/2020  
LEGAL DISPLAY

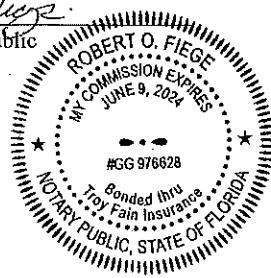
Affiant further says that the said News-Leader is  
a newspaper published at Fernandina Beach, in said Nassau  
County, Florida and that the said newspaper has heretofore been  
continuously published in said Nassau County, Florida, each week  
and has been entered as second class mail matter at the post office  
in Fernandina Beach in said Nassau County, Florida, for a period  
of one year preceding the first publication of the attached copy  
of advertisement; and Affiant further says that (s)he has neither paid  
nor promised any person, firm or corporation any discount,  
rebate, commission or refund for the purpose of securing this  
advertisement for publication in the said newspaper.



Sworn to and subscribed to before me  
This 22nd day of July, A.D. 2020

  
Robert O. Fiege, Notary Public

  
Personally Known



## HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2020/2021 BUDGETS; NOTICE OF POSSIBLE REMOTE PROCEDURES DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Heron Isles Community Development District ("District") will hold a public hearing on August 6, 2020 at 6:00 p.m. at the Residence Inn by Marriott Amelia Island located at 2301 Sadler Road, Fernandina Beach, Florida 32034 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, FL 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at [www.HeronIslesCDD.com](http://www.HeronIslesCDD.com).

It is anticipated that the public hearing and meeting will take place at the Residence Inn by Marriott Amelia Island located at 2301 Sadler Road, Fernandina Beach, Florida 32034. In the event that the COVID-19 public health emergency prevents the hearing and meeting from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can obtain the remote conference information (Zoom Application Link and/or Call-In Number) by visiting the District's Website or contacting the District Manager's Office, both identified above. Participants are strongly encouraged to submit questions and comments to the District Manager's Office at [etorres@gmsnf.com](mailto:etorres@gmsnf.com) or by calling (904) 940-5850 at least 24 hours in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Ernesto Torres  
District Manager

**NEWS-LEADER**  
**Published Weekly**  
**511 Ash Street/P.O. Box 16766 (904) 261-3696**  
**Fernandina Beach, Nassau County, Florida 32034**

**STATE OF FLORIDA  
COUNTY OF NASSAU:**

Before the undersigned authority personally appeared  
**Foy R. Maloy, Jr**

Who on oath says that (s)he is the Publisher of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy of the advertisement, being a Legal Notice in the matter of

**N/ OF RULE DEVELOPMENT  
CH. 120 & 190**

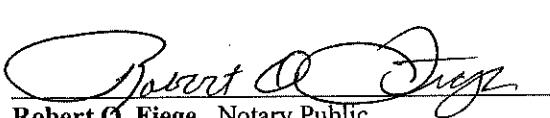
Was published in said newspaper in the issue(s) of

**07/01/2020  
Ad # 583929**

Affiant further says that the said News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and Affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed to before me  
This 1st day of July, A.D. 2020

  
**Robert O. Fiege, Notary Public**

 Personally Known



**NOTICE OF RULE DEVELOPMENT  
BY THE HERON ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, *Florida Statutes*, the Heron Isles Community Development District ("District") hereby gives notice of its intention to develop Amended and Restated Rules of Procedure to govern the operations of the District.

The Amended and Restated Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager, c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Phone: (904) 940-5850.

**Ernesto Torres, District Manager  
Heron Isles Community Development District**

NEWS-LEADER  
Published Weekly  
511 Ash Street/P.O. Box 16766 (904) 261-3696  
Fernandina Beach, Nassau County, Florida 32034

STATE OF FLORIDA  
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Before the undersigned authority personally appeared  
**Foy R. Maloy, Jr**

Who on oath says that (s)he is the Publisher of the  
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Fernandina Beach in Nassau County, Florida; that the attached  
copy of the advertisement, being a Legal Notice in the matter of

NOTICE OF RULEMAKING  
AUGUST 6

Was published in said newspaper in the issue(s) of

07/03/2020  
Ad # 583928

Affiant further says that the said News-Leader is  
a newspaper published at Fernandina Beach, in said Nassau  
County, Florida and that the said newspaper has heretofore been  
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and has been entered as second class mail matter at the post office  
in Fernandina Beach in said Nassau County, Florida, for a period  
of one year preceding the first publication of the attached copy  
of advertisement; and Affiant further says that (s)he has neither paid  
nor promised any person, firm or corporation any discount,  
rebate, commission or refund for the purpose of securing this  
advertisement for publication in the said newspaper.

  
Sworn to and subscribed to before me  
This 3rd day of July, A.D. 2020

  
Robert O. Fiege, Notary Public



 Personally Known

NOTICE OF RULEMAKING REGARDING THE  
AMENDED AND RESTATED RULES OF PROCEDURE OF THE  
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Heron Isles Community Development District ("District") on August 6, 2020 at 6:00 p.m. at the Residence Inn by Marriott Amelia Island located at 2301 Sadler Road, Fernandina Beach, Florida 32034.

It is anticipated that the public hearing and meeting will take place at the Residence Inn by Marriott Amelia Island located at 2301 Sadler Road, Fernandina Beach, Florida 32034. In the event that the COVID-19 public health emergency prevents the hearing and meeting from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2, Florida Statutes.

*While it may be necessary to hold the above referenced public hearing of the District's Board of Supervisors despite the current public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can obtain the remote conference information by visiting the District's website, [www.HeronIslesCDD.com](http://www.HeronIslesCDD.com), or contacting the District Manager's office by phone at (904) 940-5850 or by email etorres@gmsnf.com. Additionally, participants are encouraged to submit questions and comments to the District Manager at least 24 hours in advance of the meeting at etorres@gmsnf.com to facilitate the Board's consideration of such questions and comments during the meeting.*

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Amended and Restated Rules of Procedure. The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the *Fernandina Beach News-Leader* on July 1, 2020.

The Amended and Restated Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed amended and Restated Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager's Office at c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1800-955-8770 for aid in contacting the District Office.

Heron Isles Community Development District  
Ernesto Torres, District Manager

*FOURTH ORDER OF BUSINESS*

*A.*

**From:** Courtney Hogge chogge@gmsnf.com  
**Subject:** Fwd: Heron Isles CDD  
**Date:** May 20, 2020 at 11:41 AM  
**To:**



**From:** Justin Blessing <[jdblessin@gmail.com](mailto:jdblessin@gmail.com)>  
**Date:** May 20, 2020 at 4:22:40 AM EDT  
**To:** Ernesto Torres <[etorres@gmsnf.com](mailto:etorres@gmsnf.com)>  
**Subject: Heron Isles CDD**

Ernesto, I'm sorry to say that I must resign my position from the board of supervisors because as of May 1st I'm no longer a resident of the district. Please let me know what I need to do to make this happen. -Justin Blessing

*B.*

Dear CDD;

I would like to apply for the currently vacated Heron Isles Community Development District seat 4. I am currently a homeowner within the Heron Isles CDD area. I have lived in Heron Isles for over two years now, having bought a new home built by KB Homes in February of 2018. In the two years I have lived here, I have developed a sincere affection for the community and the area. I have observed the CDD/HOA interaction as the owners took responsibility for the HOA, and feel that there were definitely some "growing pains" that occurred during the process. I feel that the CDD needs to be more proactive in their stewardship of the community, and with a little more effort, it can help make Heron Isles a truly extraordinary community. In terms of HOA type experience, I have lived in several HOA controlled communities over the years, including the community of Kiln Creek, in Newport News, VA, where I was actually on the HOA board for one year. Although VA and FL legal systems are different, I feel that there are valuable lessons learned that can be obtained from looking at "Best Practices" from other CDD's/HOA's. As far as work experience, I am an Engineering Supervisor over at Trident Refit Facility in Kings Bay, GA. I have over 30 + years' experience as a DOD Engineer. In summary, I would be honored to be considered for this vacancy, and look forward to the opportunity to help make our community a truly special place.

Sincerely,

Wayne F. Couch

**Wayne Couch**  
97512 Albatross Dr.  
Yulee, FL 32097 US  
Phone: 904-326-9612  
Email: [Wayne.s.bit@gmail.com](mailto:Wayne.s.bit@gmail.com)

**Trident Refit Facility**

Kings Bay GA 31547

**04/2020 - Present**

**Supervisory General Engineer** (This is a federal job)

**Duties, Accomplishments and Related Skills:**

Assumed assignment as temporary Chemical Laboratory Supervisor on 06 April 2020.

Provides Chemical and Metallurgical Analysis services on a diverse range of chemical and organic substances, as well as metals and alloys to support maintenance requirements for the US submarine fleet.

Member of Navy Oil Analysis program used to support conditioned based maintenance of ships equipment.

Provide supervision to all Chemical Laboratory personnel, ensuring a commitment to EEO, personnel policies, safety and health and compliance with the Collective Bargaining Agreement for shift hours, allocation of overtime, availabilities of odd-shifts, etc.

**Trident Refit Facility**

Kings Bay, GA 31547

**07/2016 - 04/2020**

**Supervisory General Engineer** (This is a federal job)

**Duties, Accomplishments and Related Skills:**

Second Shift Engineering Division Head - Provide supervision to all engineering second shift personnel, ensuring a commitment to EEO, personnel policies, safety and health and compliance with the Collective Bargaining Agreement for shift hours, allocation of overtime, availabilities of odd-shifts, etc.

Backshift went live on Sept 5, 2017, following extensive training with all TRFKB Engineering Branches. This included extensive review and evaluation of multiple URO 1 and URO 3 inspections on Trident Class Submarines with the structural branch; evaluation of pump, valve, piping deficiencies and other issues with mechanical branch; and performance of vibration/sound analysis with the electrical/sound analysis branch. Since going live, provide continuous engineering backshift support to ensure SSGN/SSBN's are returned to the fleet on time and ahead of schedule to support critical fleet commitments.

From August 2017 through November 2018, backshift processed and approved 103 total ESR's, consisting of 78 Mechanical, 24 Structural and 1 electrical. Backshift also issued 124 vibration reports on 2nd shift for FY 17-18.

**Puget Sound Naval Shipyard and IMF, Yokosuka**

**detachment.**

CFAY - Yokosuka

Japan, Kagawa Japan

**06/2012 - 05/2015**

**Supervisory Nuclear Engineer** (This is a federal job)

**Duties, Accomplishments and Related Skills:**

PSNS & IMF Yokosuka, Japan Code 2304.2 Nuclear Space Control Technical Branch Head.

As a member of the PSNS and IMF Space Control Team, supported NAVSEA 08/Naval Reactors vision for implementation of the Space Control Program on the USS George Washington (CVN-73). The Space Control

Program provides a process to provide access for foreign national to perform maintenance on the Forward Deployed Carrier in a manner that reduces maintenance costs and allows work without distraction. Provided leadership in continuous improvement to eliminate waste, improve efficiency and improve quality. Developed processes to drive continual process improvement throughout the Space Control Team. This included ensuring process improvements, such as those identified through lessons learned efforts, such as Hotwashes and After Action Reviews (AAR's), are identified and codified into the applicable technical documents on a continual, ongoing basis. Executed performance management duties for all subordinates (DoD: SC1940.4.4; SC1940.4.5; SC1940.5; SC1940.6; SC1940.7; SC1940.9.3; SC1940.10.3) including employees subject to PARP and SPMP programs. Provided opportunities and encouraged subordinate employees in areas of professional and technical development that support the PSNS & IMF mission and Business Operations Plan.

Developed and maintained the Space Control process to maximize the amount of work that foreign nationals can perform on the forward deployed Nuclear Aircraft Carrier. Developed and maintained the ship-specific Space Designation Listing (SDL) of physical spaces on USS George Washington (CVN-73). This listing is used to determine access and mitigations for space control. Obtained NAVSEA 08/Naval Reactors approval for alternate radiological or security controls if the requirements of NAVSEAINST 9210.48 are unable to be practicably met.

Member of Navy Area Commander Communications Center (NACCC), Submarine Group Seven. For the NACCC, functioned as Civil Authorities Notification Form preparer in accordance with Yokosuka Standard Operating Procedure 2-4-3 to provide Yokosuka local government and Japanese Government officials notification of radiological casualties occurring within the local commanders Area of Responsibility (AOR).

Provided management oversight for USS George Washington Space Control Trouble Desk, ensuring that problems encountered during execution of the space control process are resolved, and technical documents are updated as required to prevent problem recurrence.

### **Military Sealift Command**

1 Dunlap Drive, Mobile, AL  
Mobile, AL 36602 United States

**04/2008 - 07/2016**

**Mechanical Engineer** (This is a federal job)

#### **Duties, Accomplishments and Related Skills:**

Owners Representative - Joint High Speed Vessel (JHSV)- April 2008 thru June 2012, and May 2015 to the present.

Perform MSC oversight functions throughout the entire acquisition process to ensure that specific MSC concerns, such as operability, habitability and maintainability, are incorporated into the JHSV design to optimize life cycle maintenance costs and ship's operational capability. Perform technical review of JHSV Design deliverables, including drawings, design calculations, vendor plans, tech manuals and correspondence as required to ensure compliance with contract DRL's and ABS HSNC (High Speed Naval Craft) requirements. Incorporate lessons learned from other MSC projects into JHSV design to reduce costs and shorten delivery time. Work closely with the local Supship office to evaluate and provide resolutions to technical issues.

Evaluate contractor performance during the test and trials program to ensure ships performance meets MSC requirements, and that any deficiencies occurring during test and trials are corrected in a timely manner prior to expiration of the ships warranty. Represent MSC at Builder's Trials and Acceptance Trials and associated screening conferences.

Utilized NAVISWORKS software for review of the ShipConstructor generated 3D JHSV production model, focusing mainly on MSC operational issues and design supportability for MSC maintenance policies. Interfaced with MSC Chief Engineers to obtain operational /fleet input for the 3D model reviews. Utilized the 3D model review process to help develop good working relationships within the JHSV industry/government team. Member of JHSV Source Selection Evaluation Board (SSEB) for 1.5 Billion JHSV 10 ship contract: Functioned as Factor Lead for Construction sub factor. Evaluated JHSV Construction Proposal in accordance with the phase 1 contract to ensure the JHSV construction process provides the best possible value to the government, with minimal risk of cost overruns.

**Education:**

**North Carolina State University** Raleigh, NC United States  
Bachelor's Science Nuclear Engineering - May 1988

**College of William and Mary** Williamsburg, VA United States  
MBA December 2002

**Relevant Coursework, Licenses and Certifications:**

BUAD 604 - Organizational Behavior, 3 sem, Fall 1999  
BUAD 602 - Accounting I, 3 sem, Spring 2000  
BUAD 605 - Quantitative Methods I (Business Statistics I), 3 sem, Spring 2000  
BUAD 606 - Quantitative Methods 2 (Business Statistics 2), 1.5 sem, Summer 2000  
BUAD 608 - Economics I, 1.5 sem, Summer 2000  
BUAD 603 - Accounting 2, 3 sem, Fall 2000  
BUAD 609 - Economics 2, 3 sem, Fall 2000  
BUAD 607 - Marketing, 3 sem, Spring 2001  
BUAD 612 - Management of Information Systems. 3 sem, Spring 2001  
BUAD 610 - Production, 3 sem, Summer 2001  
BUAD 611 - Finance, 3 sem, Summer 2001  
BUAD 633 - Securities Analysis, 3 sem, Fall 2001  
BUAD 574 - Principles of Negotiation, 3 sem, Fall 2001  
BUAD 590 - Business Strategy, 3 sem, Spring 2002  
BUAD 595 - Integrated Enterprise Systems, 3 sem, Spring 2002  
BUAD 557 - Leadership/Planned Change, 3 sem, Fall 2002  
BUAD 562 - Project Management, 3 sem, Fall 2002

*C.*

# OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

## STATE OF FLORIDA

County of \_\_\_\_\_

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

\_\_\_\_\_  
(Title of Office)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." See § 92.52, Fla. Stat.]

\_\_\_\_\_  
*Signature*

*Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.*

\_\_\_\_\_  
*Signature of Officer Administering Oath or of Notary Public*

\_\_\_\_\_  
*Print, Type, or Stamp Commissioned Name of Notary Public*

*Personally Known*  **OR** *Produced Identification*

*Type of Identification Produced* \_\_\_\_\_

## ACCEPTANCE

**I accept the office listed in the above Oath of Office.**

Mailing Address:      Home      Office

\_\_\_\_\_  
Street or Post Office Box

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

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
**Signature**

*D.*

## **RESOLUTION 2020-05**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF HERON ISLES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Heron Isles Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the County of Nassau, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to designate the Officers of the District.

**NOW, THEREFORE**, be it resolved by the Board of Supervisors of Heron Isles Community Development District:

**SECTION 1.** \_\_\_\_\_ is appointed Chairman.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chairman.

**SECTION 3.** \_\_\_\_\_ is appointed Secretary and Treasurer.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Treasurer.

\_\_\_\_\_ is appointed Assistant Secretary.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 6<sup>TH</sup> DAY OF AUGUST, 2020.**

**ATTEST**

**HERON ISLES COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

*FIFTH ORDER OF BUSINESS*

**MINUTES OF MEETING  
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Heron Isles Community Development District was held on Thursday, May 7, 2020 at 10:30 a.m. using *Zoom* media technology pursuant to Executive Orders 20-52, 20-69 and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 29, 2020 respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Ricky Rowell	Chairman
Don Lyons	Vice Chairman
Robert Martyn	Supervisor
Kathy Blessing	Supervisor

Also present were:

Ernesto Torres	District Manager
Jason Walters	District Counsel
Cheryl Graham	Property Manager

The following is a summary of the discussion and actions taken at the May 7, 2020 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Torres called the meeting to order at 10:33 a.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Mr. Greg Watson, 85078 Furtherview Court, stated someone had mentioned a fence along Heron Isles Parkway where there's not currently a fence over by the pond. Somebody wanted to know the length. I measured it to be approximately 175 yards. I don't know if that's still something you all were looking into. I guess another resident brought it up and someone wanted to know how long it was. Also, on Heron Isles Parkway where the smaller gazebo is, underneath one there is always a lot of dirt and water and it could be a slip hazard where you all could be liable. Somebody might want to look into that.

Ms. Graham stated okay, thank you.

Ms. Donna Hook, 96372 Commodore Point Drive, stated at the end of Commodore the grass is extended into the road about five feet, and the three stop signs with reflectors are bent over and are faded. They've probably been there about 15 years and they probably need to be replaced. The road is also buckled there at the end of Commodore. The T-turn isn't being utilized as it should be. There probably should be a sign stating it's a turn-around. People are using the driveways down there to turn around. I know the signs say no parking, but they're set back and hard to see. There's no access to the lake for the Lake Doctors to come and I haven't seen them at either pond at the end of Commodore for about six months and I don't know if we're being charged, but I haven't seen anything. I don't know if there's anything you can do about alligators in the pond, because there are two alligators if you drive down to Commodore on the right.

Mr. Torres stated a resident that observes an alligator can call the FWC. We will work on getting a schedule from Lake Doctors.

Ms. Tammy Stewart, 85372 Furtherview Court, stated the HOA board has a few questions in regard to some of the things that were requested previously as far as the status of the cluster mailboxes.

Mr. Torres stated some of the stuff that residents are bringing up right now are going to be discussed because they're on the agenda. Perhaps these comments would be best served at the end of the agenda.

### **THIRD ORDER OF BUSINESS**

### **Approval of Minutes of the February 6, 2020 Meeting**

There were no comments on the minutes.

On MOTION by Ms. Blessing seconded by Mr. Martyn with all in favor the minutes of the February 6, 2020 meeting were approved.

### **FOURTH ORDER OF BUSINESS**

### **Landscape Report - Martex**

Ms. Graham stated I do not have a report from Martex. I know there was a meeting with their technician yesterday to follow up with the connections of the irrigation system and how they would be related to the wells once installed. I'm trying to follow up with him on what the status was because I didn't get a report from him.

**FIFTH ORDER OF BUSINESS****Acceptance of the Fiscal Year 2019 Audit**

Mr. Torres informed the Board the Fiscal Year 2019 audit is a “clean” audit.

On MOTION by Mr. Lyons seconded by Ms. Blessing with all in favor the Fiscal Year 2019 audit report was accepted.

**SIXTH ORDER OF BUSINESS****Consideration of Homeowner Request to Use a Portion of Common Area for a Community Garden**

Ms. Graham stated I asked for the homeowner to advise on a location for a community garden and I've not gotten any follow up on that. I thought maybe a section over by the parks since we have a lot of open land over there, but I would leave that up to the owners and the Board to make that decision.

Mr. Torres stated we can table it for now. I don't have any backup documents or proposed plan from the resident that reached out to us. If she provides an update, we will put it on the next agenda.

**SEVENTH ORDER OF BUSINESS****Discussion on Community Projects**

- A. Update on Irrigation Well
- B. Update on Sidewalk Repairs
- C. Update on Fence Cap Repairs and Pressure Washing
- D. Discussion on Remaining FY20 Projects

Ms. Graham stated after a long period of time, all of the tops for all of the masonry columns have been replaced and painted and look very nice. Hopefully we get no storms that will affect them because they tend to blow off.

The sidewalks have been cleaned in the common areas and the amenity center has been cleaned, so things are looking better in that regard.

In regard to the irrigation wells, there has been a proposal submitted that was approved, and now we're just waiting on the contractor to come back out and do the final review. They were supposed to meet yesterday but I have not gotten a response.

Mr. Martyn asked about a section of fence near the second entrance of Heron Isles that needs to be cleaned.

Ms. Graham responded spot cleaning will be needed and noted she would obtain a quote.

Ms. Graham presented a proposal for relocating the cluster mailboxes for a total of \$7,776 for the concrete pads needed and noted a location needs to be determined.

Mr. Rowell stated I'm not opposed to this project, but I think the quote is a little steep.

Mr. Martyn stated one of the things we had problems with the old cluster was people's mail getting wet. What are we going to do about that?

Mr. Torres stated I think that problem has been addressed. I think what was happening was the mail was being sorted on site, rather than prior to the carrier arriving to the location.

Ms. Graham stated correct, the mail carrier was opening up all of the boxes at the same time and sorting it while standing there, rain or shine, and that's why everything was getting wet. I went to the post office and filed a complaint and asked them why they aren't sorting it at the post office, so it was ready to put in the mailboxes and he had no answer but acknowledged there was a complaint being filed. I don't know if that's improved anything, but we made the post office aware of what they were doing out there.

Mr. Lyons stated at our last meeting Ms. Tammy Stewart stated that a resident on Swallowtail was requesting some type of barrier be installed along the pond on Heron Isles Parkway as a sound barrier. I asked Ms. Graham to bring pictures with recommendations on whether fencing or landscaping should be used, and I want to ask if she has looked at that at all.

Ms. Graham stated yes I have, and I'm working with Martex in that area they did go out and measure the area and came back with a recommendation for 167 three-gallon viburnums to plant all along Heron Isles Parkway against the pond area to extend from that corner to where the fence line ends coming in from Black Rock Road and the total amount for that is \$3,429.09. We would probably have to add some bubblers in the area if need be.

Mr. Rowell stated we need to find out what that cost would be too so we can add it to our projects list.

Ms. Blessing stated it would be nice to know how much fencing would be compared to the bushes because you'll have to take care of the bushes and the fencing you could put it up and not worry about it too much.

Ms. Graham stated architectural guidelines for a property on a pond is that it has to be picket fencing. Do you want to continue that, or do you want a solid privacy wall all the way down?

Mr. Lyons stated the whole thing is about a sound buffer, so the picket fence is not going to do anything.

Mr. Greg Watson stated that's the area I was referring to with the 175-yards. When I was at the meeting it seemed like they said a fence was preferred.

Mr. Torres stated based on the budget we have \$57,500 allotted for FY21 for capital projects. We can certainly reduce that based on the board's preference for FY21.

Mr. Rowell stated we need the information before we can decide how we want to move forward, so we need to get some quotes from fencing companies.

Ms. Graham stated I will get quotes for privacy fencing in that section.

Mr. Torres stated we have some funds left in the account for FY20 so maybe when Cheryl comes back to the next meeting with some quotes, we could approve a project for this year. Cheryl, if you could get additional proposals for the concrete pad, recheck the shrub area to make sure we have adequate irrigation and if not, how much that is going to be, and let's compare to vinyl fencing for the area. That about wraps everything up.

## **EIGHTH ORDER OF BUSINESS**

### **Consideration of Resolution 2020-03, Approving the Proposed Budget for Fiscal Year 2021 and Setting a Public Hearing Date for Adoption**

Mr. Torres stated we're planning to adopt the budget at our August 6<sup>th</sup> meeting, and gave an overview of the proposed Fiscal Year 2021 budget noting the budget as presented does not require an increase in the annual operations and maintenance assessments.

Following a discussion by the Board, the budget was approved as presented.

On MOTION by Mr. Rowell seconded by Ms. Blessing with all in favor resolution 2020-03, approving the proposed budget for Fiscal Year 2021 and setting a public hearing date for adoption at August 6, 2020 at 6:00 p.m. was approved.

## **NINTH ORDER OF BUSINESS**

### **Consideration of Resolution 2020-04, Adopting an Internal Controls Policy**

Mr. Walters stated this is something we're rolling out to every district throughout the state and this is based on some statutory updates that require the local government entities to

have such a policy in place. We have our financials audited every year by an independent CPA firm, so our controls are largely already in place.

On MOTION by Mr. Martyn seconded by Ms. Blessing with all in favor resolution 2020-04, adopting an internal controls policy was approved.

## TENTH ORDER OF BUSINESS

### Staff Reports

#### A. District Counsel

Mr. Walters stated we are monitoring the executive orders issued by the Governor very closely. To the extent the ability to hold public meetings by technology and means like Zoom and teleconferencing expires, we will obviously have to consider that for future meetings. We will continue to monitor those and update all of the staff and Board.

#### B. District Engineer

There being none, the next item followed.

#### C. District Manager

Mr. Torres stated we have 1,260 registered voters within the District.

As a reminder, we have three seats up for election in November and before we meet again there will be a qualification period through the Supervisor of Elections office in June. Ricky, Don and Robert, your seats are up for election, so if you'd like to be considered for reelection you have to go through the qualification steps.

#### D. Property Manager - Report

Ms. Graham gave an overview of her report, a copy of which was included in the agenda package and stated it's the time of year when the mulching needs to be done. I have a proposal for \$4,499 to install the red mulch in all of the landscape beds you currently have in the common areas. On the playground, we didn't put in the rubber mulch, just the normal playground mulch there because of the cost factor.

I've had All Repairs and Maintenance do a deep cleaning of the restroom facility to get it all refreshed since it's been closed up so that when we get the okay to reopen, it will be ready to go.

Ms. Graham informed the Board a homeowner on Commodore Point has installed a fence on an easement in which the lake maintenance company needs to use for access to the lake. The

owner will need to move the fence back 10-feet. Responding to an earlier comment made by a resident, Ms. Graham stated we can put signs up on the K-Turn to let people know it's a turnaround.

On MOTION by Mr. Rowell seconded by Ms. Blessing with all in favor the proposal Ms. Graham presented for mulch installation for a total of \$4,499 was approved.

Ms. Graham informed the Board she received a quote from Alpha Foundations for sidewalk repairs for a total of \$3,468.88 and was also contacted by National Sidewalk Safety and will attempt to obtain a quote for similar repairs.

Mr. Torres stated I would propose if we're going to approve this repair, then perhaps we could use our capital project funds to pay for that.

On MOTION by Mr. Rowell seconded by Mr. Martyn with all in favor an amount not to exceed \$3,600 for sidewalk repairs was approved.

## ELEVENTH ORDER OF BUSINESS

## Supervisor's Requests and Audience Comments

### Audience Comments

Ms. Tammy Stewart asked do you know which phase of the Governor's reopening that we will be able to open the restrooms back up to the homeowners?

Mr. Walters responded the basic answer is they could be open now from a legal standpoint. I think the concern is without it being staffed and without cleaning on a regular basis, there are concerns about that, but as you look at the initial first phase, it was a pretty soft reopening, so I think it's more of a logistical question than a legal question but to the extent we feel there are parameters you've put in place such as more frequent cleaning or signage that would encourage folks to properly sanitize, then it could be opened, it's just a question of is the Board and staff comfortable without that would look.

Ms. Graham noted the bathrooms are cleaned once a week and Mr. Torres stated the difficult piece is I think the board would feel responsible to increase the cleaning of the

bathrooms to daily, if not twice a day, and we'd have to shift some funds around to make that happen.

Ms. Tammy Stewart stated we've had a lot of requests from homeowners and local vendor trucks to have them set up. The HOA has not had a stand on that due to the social distancing recommendations, but we wanted to get the board's input on how to address this.

The Board did not object to food trucks, however Mr. Walters when asked on his opinion on the matter noted if the District is going to allow food trucks on the District's property, the District may want to enter into license agreements including language for indemnification, insurance requirements, and making the vendors responsible for enforcing the Governor's directives on social distancing.

Ms. Donna Hook asked again about the grass and signage at the end of Commodore Point.

Ms. Graham responded the dirt area exceeds the driveway, so it's allowing grass growth. Ms. Graham suggested possibly pouring asphalt in the area to minimize the problem more permanently and noted she would obtain a quote for the asphalt and would have the signs replaced.

Mr. Greg Watson stated some of the skid plates are turning up at the corners and it seems like a hazard.

Ms. Graham stated I have some ordered, but I think I have to get a few more. We're going to be replacing those.

### **Supervisors' Requests**

Ms. Blessing stated the lighting on the signs was going to be looked at to see if they needed to be directed up. Do you know if anything happened on that?

Ms. Graham responded no I talked to Martex about maybe reshaping the shrubs around the lights to see if that helps and I know they've not done that yet, so I'll follow up.

## **TWELFTH ORDER OF BUSINESS**

## **Financial Reports**

### **A. Balance Sheet & Income Statement**

Copies of the financial statements were included in the agenda package.

### **B. Assessment Receipt Schedule**

Mr. Torres stated you are 99.73% collected.

**C. Approval of Check Register**

Mr. Torres stated the check register totals \$61,751.41 and your utilities total \$18,356.20.

On MOTION by Mr. Rowell seconded by Mr. Lyons with all in favor the Check Register was approved.

**THIRTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – August 6, 2020 at 6:00 p.m. at Florida State College at Jacksonville Nassau Center, 76346 William Burgess Boulevard, Yulee, FL 32097**

Mr. Torres stated in regard to how the meeting will be conducted, we will provide proper notification to all the board members and residents.

**FOURTEENTH ORDER OF BUSINESS      Adjournment**

On MOTION by Mr. Rowell seconded by Ms. Blessing with all in favor the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

*SIXTH ORDER OF BUSINESS*

*A.*

**Trim All Lawn Service**  
**942360 Old Nassauville Road**  
**Fernandina Beach, FL 32034**  
**Phone (904) 491-3232**

May 19, 2020

**TRIM ALL LAWN SERVICE**  
**Landscape Maintenance Agreement**

**Heron Isles**  
**c/o Leland Management-Amelia Island**  
**910 S. 8<sup>th</sup> Street, Suite 100**  
**Fernandina Beach, FL 32034**

Trim All Lawn Service is a fully insured landscape maintenance company with fifteen years of experience in the greens industry. Our services include lawn maintenance, irrigation installation and repairs, pest control and fertilization of turf and ornamentals. Trim All Lawn Service maintains a drug-free work place.

Heron Isles, hereinafter called the “Owner” and Trim All Lawn Service, hereinafter called the “Contractor,” in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agrees as follows:

1. **Duration of Agreement.** The contractor shall perform its services under this agreement, as set forth on Page 3, from June 1, 2020 until and including May 31, 2021. This agreement shall automatically renew on its anniversary date for same terms and conditions, and any price adjustments shall be made on anniversary date.
2. **Termination, Cancellation, and Nonrenewal of Contract:**  
This agreement may be terminated, at any time, with or without cause, by either party by giving the other written notice, 30 days in advance, of the termination.
3. **Services.** The Contractor, who shall be considered an independent contractor of the Owner, shall perform the services listed under description of services. The Contractor shall perform its services upon the premises of Owner located at Heron Isles Parkway, Yulee, FL 32097. All such services shall conform to the practices in the landscape maintenance industry and with applicable law. Contractor shall maintain the proper insurance in full force and effect for the duration of this contract.

4. **Payment.** The Owner shall pay to the Contractor for services under this Agreement the sum of **\$7,269.25** monthly due on the first day of the month after the service is performed. Additional services requested by Owner and performed by the Contractor beyond the scope of this contract for monthly maintenance, will be billed to Owner separately. Payments shall be remitted to: Trim All Lawn Service, 942360 Old Nassauville Road, Fernandina Beach, FL 32034. If payment is delinquent, service will be placed on a temporary hold until payment is received in full. The owner may be subject to collection agency costs, attorney fees, court costs, filing fees and finance charges for late or non-payment.

The Parties have signed and agreed to this agreement as of the date set forth below.

---

Trim All Lawn Service  
Jason R. Lee, President

Date

---

Heron Isles  
Representative

Date

## **DESCRIPTION OF SERVICES**

### **Maintenance Program:**

- Mow weekly service during growing season and as needed during dormant period.
- Edge all walkways, flower beds, roadways, etc.
- Trim all shrubs as needed.
- Weeds in beds will be removed by manual or chemical application.
- Remove all landscape debris and blow property after every service.
- Trash pick-up prior to each cut.
- 52 weeks per year

**Cost of Maintenance: \$79,140.00 per year**

➤ Payable in 12 monthly installments of \$6,595.00

### **Fertilization, weed, and pest control of turf:**

- Insecticides will be applied as needed to keep insect populations down. Additional treatments, if needed, will be at an additional charge.
- Herbicides will be applied for broadleaf weeds.
- Fertilization will be a slow release type designed for professional use.
- All Fungicide treatments, if needed, will be at an additional charge.
- Turf will be treated **6** times per year.

### **Fertilization and pest control of ornamentals:**

- Slow release fertilizers will be applied to all ornamental plant material.
- Insecticides will be added to control all insect activity.
- Ornamentals will be treated **2** times per year or as needed to promote healthy ornamental plants.

**Cost of Fertilization and Pest Control: \$2,691.00 per year**

➤ Payable in 12 monthly installments of \$224.25

### **Irrigation system checks:**

- Activation each zone and visually inspection for broken or out of adjustment irrigation heads.
- Adjusting all sprinklers as needed.
- Adjusting all clocks to meet demand for turf and ornamental areas.
- All repairs necessary will be reported before work is to begin.
- All calls for irrigation problems will be addressed immediately.
- Additional sprinkler repairs will be completed on an hourly basis at a rate of **\$75.00** per hour, plus parts.

**Irrigation Monthly System Checks: \$5,400.00 per year**

➤ Payable in monthly installments of \$450.00

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### **Total for Maintenance Package**

**\$87,231.00 per year payable in 12 monthly installments of \$7,269.25**

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*B.*



PROFESSIONAL PROPERTY MAINTENANCE

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Paving • Asphalt Repair • Seal Coating • Striping  
Lawn Maintenance • Landscaping • Irrigation  
Fertilization • Power Sweeping • Porterling • Painting  
High Pressure Washing

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June 3, 2020

Debra Tardiff  
Heron Isles Subdivision  
96358 Commodore Point Drive  
Yulee, FL

Dear Debra,

I would first like to take this opportunity to thank you for allowing us to propose your asphalt work.  
Below please find the items we discussed:

1. Brush removal and site prep- \$250.00
2. 24x5 Base and Asphalt install- \$1,000.00
3. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
4. Additional Option: Saw cut and repair 5x12 Asphalt area \$250.00 if done together, minimum charge of \$900.00 for remo.

Once again thank you and please if you have any questions don't hesitate to call

Sincerely,

250.00	.
1,000.00	
250.00	
900.00	
<hr/>	
\$2,400.00	Total Cost

Travis Keeling

904-305-7365



# Masonry Plus Property Services, LLC

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32435 Fern Parke Way  
Fernandina Beach, Florida 32034-7043  
Office/Fax: (904) 491-5998  
Email: [bricks4515@gmail.com](mailto:bricks4515@gmail.com)

## Proposal

6/23/2020

Proposal # 62720

Heron Isles  
C/O Leland Management  
910 S. 8<sup>th</sup> Street

Attention: Cheryl Graham, CMCA  
Project: Blacktop Repair at Commodore Point Drive

Excavate area approximately 2"x 4'x 22' remove overgrowth in designated area and compact existing road base material.

Infill area with new Blacktop materials and compact as needed to conform to existing roadway.

All excess excavated materials disposed of in the common area at the end of the roadway.

Labor and Materials: \$ 3,200.00

Thank you for the opportunity to place a bid for this project.

Please reply by email to [bricks4515@gmail.com](mailto:bricks4515@gmail.com) should you need me to PROCEED.

*C.*

ABSOLUTE CONTRACTING, CO.  
2102 University Blvd S.  
Jacksonville, FL. 32216  
Phone 904-838-9488  
Fax 904-339-9431  
EMAIL- rchallsr@gmail.com

July 3. 2019

## CONTRACT

### Description of work:

Repair washout at outflow behind house located at Breezeway Court.

Repair will consist of filling wash out with fill in lifts and compacted, then sod will be installed. \$2,500

Repair option 2: Same as 1 including a small catch basin to collect water with two 4-inch lines down into lake. \$3,750

Absolute has seen this problem many times. What happens is water from both homes including the roof runs towards the lake in a small area what we have done in the past on repair option 1 is build a small berm to divert the water around the repair. Sometimes it works sometimes it moves the problem over option 2 will collect the water and put it into the pond thru 4-inch pipe underground instead of on the surface

### Work Order Authorization:

I hereby authorize you to perform the above described services and I agree to pay the amounts indicated above and on the last page. I AGREE TO THE TERMS AND CONDITIONS

ON THE ATTACHED PAGE, WHICH IS PART OF THIS CONTRACT. I/we hereby certify that I am duly authorized to order and approve the work requested. I/we are the lawful owners of this property, or I/we are the agents for the property owner, and I/we personally guarantee payments of this debt. I/we acknowledge receipt and have reviewed and agree to the terms and wording attached to this contract which are part of this contract.

---

Signature

---

Title

---

Signature

---

Title

Terms of Payment:

---

Check \_\_\_\_\_

Cash \_\_\_\_\_

Other \_\_\_\_\_

In the event a check is returned for any reason, Absolute Contracting Co. will charge customer the amount of the check plus a \$50.00 processing fee or 5% of the face amount of the check, whichever is greater.

---

I/we are completely satisfied with the above work, which has been completed on:

---

Date

---

Customer Signature

---

Customer Signature

#### TERMS AND CONDITIONS

In the event CUSTOMER fails to make payment according to the terms and conditions herein, ABSOLUTE CONTRACTING CO. may charge interest on the unpaid balance at the highest permissible legal rate of interest allowed by the STATE on the average unpaid balance. In the event, in the sole judgment of ABSOLUTE CONTRACITNG CO., it becomes necessary to institute legal action to collect said unpaid balance, ABSOLUTE CONTRACTING CO. shall be entitled to a judgment for the unpaid balance, accrued interest, and reasonable attorney's fees incurred in such legal action as allowed by STATE law.

CUSTOMER agrees that this contract is entered in the state of Florida and that jurisdiction and venue shall lie at Jacksonville, Duval County, Florida and customer specifically consents to jurisdiction lying

in Duval County, Jacksonville, Florida should any litigator arise as a result of this contract. In the event a claim of lien is recorded, and/ or a foreclosure action is filed concerning the property to which material and/or labor has been furnished, then in that event jurisdiction and venue shall lie in the county where the subject real property is located.

In the event customer disputes, the quality, quantity, pricing, or otherwise is not satisfied with the services and/or materials provided by ABSOLUTE CONTRACITNG CO., CUSTOMER must notify ABSOLUTE CONTRACTING, CO by certified mail, return receipt requested of the dispute within 15 days, from the date services and/or materials were provided. In the event CUSTOMER fails to do so, CUSTOMER waives their right to raise these matters as a defense when ABSOLUTE CONTRACITNG CO. attempts to collect sums due. ABSOLUTE CONTRACTING CO. shall have the first opportunity to complete cure, rectify and/or remedy claims, made by customer regarding services and/or materials provided, by using its own employees, affiliated entities, or other entities of its choice. If CUSTOMER hires a different entity, then ABSOLUTE CONTRACTING CO will NOT be responsible for the charges unless agreed to in writing by ABSOLUTE CONTRACITNG, CO. in advance.

Limited Warranty (if applicable) is conditioned upon payment in full, and there is absolutely NO warranty whatsoever unless payment has been made in full by CUSTOMER. In the event, that any court of competent finds any terms and/or paragraph(s) unenforceable, Jurisdiction, then all remaining terms and/or paragraph(s) will still be in effect.

THIS AGREEMENT, together with the provisions and conditions on the reverse hereof, embodies the entire agreement of the parties, THERE ARE NO PROMISES. TERMS, CONDITIONS OR OBLIGATIONS, ORAL OR WRITTEN REFERRING TO THE SUBJECT MATTER HEREOF OTHER THAN AS CONTAINED HEREIN.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECT TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Customer agrees to contract, terms, and conditions.

---

CUSTOMER NAME

Owner/Agent for Owner

---

Date

*D.*



# Masonry Plus Property Services, LLC

---

32435 Fern Parke Way  
Fernandina Beach, Florida 32034-7043  
Office/Fax: (904) 491-5998  
Email: [bricks4515@gmail.com](mailto:bricks4515@gmail.com)

## Proposal

4/30/2020

Proposal # 70920

Heron Isles Community  
C/O Leland Management  
910 S. 8<sup>th</sup> Street  
Fernandina Beach, Florida 32034

Attention: Cheryl Graham CMCA  
Project: Concrete Mailbox Pads

Excavate area inside of curb, approximately 4"x 4'x 4' compact subsoil area, set forms and pour new 3500 psi. concrete pad.

Trowel finish concrete smooth and brush with a light broom texture. Remove forms, compact backfill along edges of new concrete.

All excavated materials and debris removed from property and properly disposed of, unless otherwise directed.

Labor and Materials: \$ 485.67 each.

Thank you for the opportunity to work with your Communities.

Please reply by email to [bricks4515@gmail.com](mailto:bricks4515@gmail.com) should you need me to PROCEED.

15 Cluster Boxes X \$485.67 = \$7,285.05

*E.*

**WaterCare Irrigation and Well**

7 Faith Ln

Palm Coast, FL 32137 US

watercare29@gmail.com

## Estimate

**ADDRESS**

John Korman  
 Martex Services  
 1418 Avery Road Ste, 200  
 Fernandina Beach, FL 32034

**ESTIMATE #** 1481**DATE** 05/14/2020**EXPIRATION DATE** 08/11/2020

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Property Name or Address</b>	Heron Isles	1	0.00	0.00
<b>Services</b>	Install 4 - 4"x2" PVC Deep wells - up to 500', after that it will be \$10.00 per additional foot	1	0.00	0.00
<b>Services</b>	4 - Well seals 4 - 5 Horsepower 3 Phase pumps 4- 90 GPM liquid end 4 - 84' of 2" galvanized pipe	1	0.00	0.00
<b>Services</b>	4 - 90' of 4 wire (submersible wire) 4 - magnetic starter 4 - 65 gal pressure tank 4 - 2" cycle stop valve	1	0.00	0.00
<b>Services</b>	4 - 40/60 HD pressure switch 4 - set of miscellaneous fittings 4 - 1" pressure relief valve 4 - 2" brass check valve	1	0.00	0.00
<b>Estimate - Duane</b>	Estimated Total	1	78,876.00	78,876.00
<b>Warranty</b>	1 year warranty on all new parts & labor  *****Price includes 4 pump stations with pressure tanks and cycle stops.  *****DOES NOT include electrical. We can provide a price for electrical if there is an interest in this project*****  We are not proposing wells at the north and south entrances, as we feel the cost is not feasible for the return. We are proposing 4 wells along Heron Isles Pkwy at strategic locations for easy connection to existing sprinkler systems.	1	0.00	0.00

**TOTAL****\$78,876.00**

*F.*

Office: 904-225-2366  
Cell: 904-703-5022  
Fax: 904-225-2688  
(csfyulee@aol.com)

**PROPOSAL and CONTRACT**

MARK GILLIS  
Owner/President

www.CSFFENCE.com

**CSF**  
**CREATIVE SERVICES & FENCE Co., INC**  
P O Box 1628  
Yulee, Florida 32041

Date: July 22, 2020

To: Leland Management  
1027 South 8<sup>th</sup> Street  
Fernandina Beach FL 32034  
ATTN: Ms. Cheryl Graham

Address of Job: Heron Isles  
Phone: 572-4942

We hereby submit specifications and estimates for the following:

- 1) Material and labor to install 535 lineal feet of new tan vinyl tongue & groove fence along Heron Isles Parkway in order to provide privacy

We hereby propose to furnish material and labor, complete in accordance with the above specifications, for the sum of:

**FIFTEEN THOUSAND SIX HUNDRED DOLLARS**      **(\$15,600.00)**      Price good for 30 days

**NOTE: We will beat any legitimate, written quote presented which is of like work, dimensions and/or material.**

This price does not include any additional work that is not listed and specified in the above detail. Any alteration, deviation from above specifications, or additional work involving extra cost of material or labor will only be executed upon written consent of the Customer. If Customer is not available for written consent, Customer agrees that a verbal consent is contractual and binding. Any additional work will become an extra charge over and above this Contract amount.

CSF is not responsible for any unforeseen delays due to structural, electrical, plumbing, termite damage, hidden factors not noticeable upon first visual inspection, poor weather conditions, acts of nature, or any other conditions which are not within the contractor's control. CSF is not responsible for any unintentional damage to unforeseen or undisclosed lines (water, cable, electrical, etc.) found underground in fence line. Any repairs necessary to said lines will be at an additional charge of time & material and OWNER agrees to pay for said repairs in full to CSF upon receipt of invoice.

I agree that CREATIVE SERVICES & FENCE CO has the right to make additional charges if unusual ground conditions hinder the installation. The CUSTOMER is responsible for property markers, surveys and locates of underground lines.

**TERMS OF PAYMENT: 50% Due Upon Acceptance of Contract; Balance due upon completion**  
Respectfully submitted by: \_\_\_\_\_ President/Owner

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.  
Payment will be made as outlined above.

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



**SUPERIOR**  
**FENCE & RAIL, INC.**

**Where Quality Matters!**

## Proposal for Fencing Installation



Heron Isles HOA - Cheryl Graham

Customer's Last Name, First Name

East Side of Heron Isles Parkway

Service Address

Date 7 / 21 / 2020

Yulee

City

FL

State

32097

Zip

PRICE IS VALID 30 DAYS FROM  
DATE OF PROPOSAL.

904 572 4342

Customer's Daytime Phone No.

Customer's Evening Phone No.

Customer's E-mail Address

Nearest Cross Street

### PERMIT/INSPECTION INFORMATION

7588

Permit required?  Yes  No  Homeowner to obtain permit  
(Superior Fence & Rail requires copy of permit before installation)  Superior Fence & Rail to obtain permit  Plot plan or survey available?  
 Yes  No

Selection	\$ 13,734
-----------	-----------

### ADDITIONAL COST OPTIONS ADD THE PRICES ON THIS COLUMN TO THE SELECTION

TAKE DOWN AND HAUL AWAY OLD FENCE	\$ -
--------------------------------------	------

SUB TOTAL	\$ 13,734
DEPOSIT AMOUNT DUE	\$ 6867
FINAL AMOUNT DUE	\$ 6867

APPROXIMATE LAYOUT	
FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS,L)	
Heron Isles Parkway 	

FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL \_\_\_\_\_

Product	
Style:	Height:
Footage:	If Gates:
Post Cap:	Color:
Rail Type:	Post Type:
Picket Type:	\$

Product	Vinyl
Style:	Hamilton STD
Footage:	541'
Post Cap:	Pyramid
Rail Type:	S.5"
Picket Type:	T36
	\$ 13,734

Product	
Style:	Height:
Footage:	If Gates:
Post Cap:	Color:
Rail Type:	Post Type:
Picket Type:	\$

# VINYL FENCING



 **SUPERIOR**  
FENCE & RAIL, INC.  
Where Quality Matters!

Find Us On  
  
[www.superiorfenceandrail.com](http://www.superiorfenceandrail.com)

## Vinyl Fence Advantage

Our standard vinyl fence panels are constructed six foot on center, not eight foot on center. That means we have to use more posts and concrete but that is what makes our fences stronger. It also means that our fences don't require a metal rail stiffener to prevent sag. And with standard pickets that are 43% stronger than the industry standard vinyl fence, you get a fence that is built to last.

### Color Options Available



### Vinyl Privacy Fence Styles

HeartWood colors available in Hamilton Standard 6' height only



Hamilton



Aberdeen



Livingston



Melrose

Series	Privacy Features					Innovations			
	Widths	Heights	Locking Boards	Rails	Colors	SolarShield	PrivacyLock	HeartWood	StayStrong
PLUS SERIES	6'	4', 6', 8'	PrivacyLock	1-3/4" X 7"	White, Tan	✓	✓		✓
STANDARD SERIES	6'	4', 6', 8'	Tongue & Groove	1-3/4" X 5-1/2"	White, Tan	✓		✓	

### Vinyl Picket Fence Styles



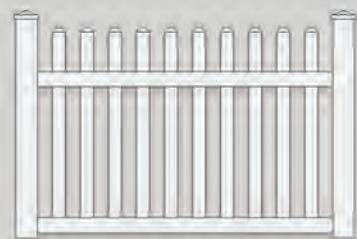
Cumberland



Irvine



Dunbar



Kirkwall

Panel	Picket Features					Innovations			
	Widths	Heights	Spacing	Pool Code	Colors	SolarShield	PrivacyLock	HeartWood	StayStrong
Cumberland	6'	4'	2"	Yes	White, Tan	✓			
Irvine	6'	4'	3"	Yes	White, Tan	✓			
Dunbar	6'	4'	3"	Yes	White, Tan	✓			
Kirkwall	6'	4'	3"	No	White, Tan	✓			

*G.*



April 28, 2020  
Heron Isles CDD

Contract No. - 8560

Plant a viburnum hedge between the sidewalk and the pond to provide a screen buffer for the back of the Swallowtail Drive homes.

Proposal includes creating a 3' wide planting bed by removing the existing turf grass with a sod cutter and disposing of the debris.

167 Viburnum odorotism (3 gallon) will be installed. Bed will be mulched.

If area is not irrigated, we can not be responsible for hand watering or for the survival rate of the plants.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Sodcutter	1.00	\$142.67	\$142.67
Landscaping Labor	26.00	\$35.00	\$910.00
Viburnum Odoratissimum 3# (Sweet Viburnum)	167.00	\$11.11	\$1,854.84
#332 Pine Bark Mulch	100.00	\$5.22	\$521.58
			<b>\$3,429.09</b>

#### WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Landscape Work	\$0.00	\$3,429.09
	<b>\$0.00</b>	<b>\$3,429.09</b>

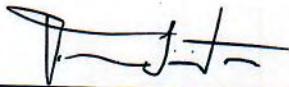
<b>Sale</b>	<b>\$3,429.09</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$3,429.09</b>

Contract No. - 8560

Heron Isles CDD

April 28, 2020

By



Tom Livingston

Date 4/28/2020

Martex

By

---

Date

Heron Isles CDD

*SEVENTH ORDER OF BUSINESS*

**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT**

**ADDENDUM TO MANAGEMENT AGREEMENT**

**WITH THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT**

THIS ADDENDUM TO THE MANAGEMENT AGREEMENT, between **HERON ISLES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, hereinafter referred to as "the District", and **LELAND MANAGEMENT, INC.**, a Florida corporation, hereinafter referred to as "AGENT".

Effective October 1, 2020, the Monthly Management Fee shall be \$935.00. This Management Fee will remain in effect until such time as an additional Amendment is made to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have affixed or caused to be affixed their respective signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESS:**

**LELAND MANAGEMENT ASSOCIATION, INC.**

By:\_\_\_\_\_  
Rebecca Furlow, CAM, President

**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT**

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

*EIGHTH ORDER OF BUSINESS*

***Approved Budget  
Fiscal Year 2021***

***Heron Isles Community  
Development District***

***August 6, 2020***



**Heron Isles  
Community Development District**

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**Capital Reserves**

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# Heron Isles

## Community Development District

**General Fund**

Description	Adopted Budget FY 2020	Actual Thru 6/30/20	Projected Next 3 Months	Total Projected 9/30/20	Approved Budget FY 2021
<b>Revenues</b>					
Assessments - On Roll	\$412,343	\$417,983	\$0	\$417,983	\$412,343
Interest IncomeMiscellaneous Income	\$400	\$35,858	\$6	\$35,864	\$400
Access Key Cards	\$100	\$0	\$0	\$0	\$100
Carryforward Surplus	\$650	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$413,494</b>	<b>\$453,841</b>	<b>\$6</b>	<b>\$453,847</b>	<b>\$412,843</b>
<b>Expenditures</b>					
<i>Administrative</i>					
Supervisor Fees	\$6,000	\$2,800	\$1,000	\$3,800	\$6,000
FICA Expense	\$459	\$214	\$77	\$291	\$459
Engineering	\$5,000	\$0	\$1,000	\$1,000	\$4,000
Assessment Roll	\$7,500	\$7,500	\$0	\$7,500	\$7,500
Dissemination	\$1,500	\$1,125	\$1,125	\$2,250	\$1,500
Attorney	\$15,000	\$6,516	\$5,484	\$12,000	\$15,000
Annual Audit	\$3,250	\$3,250	\$0	\$3,250	\$3,250
Trustee Fees	\$3,800	\$0	\$3,717	\$3,717	\$3,800
Management Fees	\$45,423	\$34,067	\$11,356	\$45,423	\$45,423
Computer Time	\$1,000	\$750	\$250	\$1,000	\$1,000
Website Compliance	\$1,700	\$375	\$125	\$500	\$1,700
Telephone	\$200	\$55	\$145	\$200	\$200
Postage	\$800	\$413	\$200	\$613	\$800
Printing & Binding	\$1,500	\$505	\$300	\$805	\$1,500
Rental & Leases	\$120	\$0	\$0	\$0	\$120
Meeting Room Rental	\$1,000	\$639	\$40	\$679	\$1,000
Insurance	\$11,196	\$12,390	\$0	\$12,390	\$13,629
Legal Advertising	\$5,350	\$1,991	\$3,359	\$5,350	\$5,350
Other Current Charges	\$7,000	\$6,461	\$150	\$6,611	\$7,000
Property Tax	\$0	\$3,601	\$0	\$3,601	\$0
Office Supplies	\$100	\$48	\$20	\$68	\$100
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$118,073</b>	<b>\$82,877</b>	<b>\$28,348</b>	<b>\$111,224</b>	<b>\$119,506</b>
<b>UTILITIES:</b>					
Electric	\$31,740	\$18,345	\$6,080	\$24,425	\$31,740
Water & Sewer	\$44,064	\$46,065	\$15,621	\$61,686	\$64,000
<b>SUBTOTAL UTILITIES</b>	<b>\$75,804</b>	<b>\$64,410</b>	<b>\$21,701</b>	<b>\$86,111</b>	<b>\$95,740</b>
<b>CONTRACT SERVICES</b>					
Landscape Maintenance	\$60,852	\$45,639	\$15,213	\$60,852	\$60,852
Landscape Contingency	\$15,000	\$5,974	\$3,000	\$8,974	\$15,000
Irrigation Maintenance	\$3,000	\$2,899	\$101	\$3,000	\$3,000
Lake Maintenance	\$12,900	\$9,675	\$3,225	\$12,900	\$12,900
Janitorial Services	\$7,200	\$4,350	\$2,850	\$7,200	\$7,200
Trash Removal Services	\$7,440	\$4,500	\$1,500	\$6,000	\$7,440
Management Company	\$9,000	\$6,750	\$2,250	\$9,000	\$11,220
Pest Control Services	\$225	\$241	\$0	\$241	\$250
Holiday Decorations	\$1,500	\$0	\$1,500	\$1,500	\$1,500
<b>SUBTOTAL CONTRACT SERVICES</b>	<b>\$117,117</b>	<b>\$80,028</b>	<b>\$29,639</b>	<b>\$109,667</b>	<b>\$119,362</b>
<b>REPAIRS &amp; MAINTENANCE</b>					
Facility Repairs	\$15,000	\$8,690	\$6,310	\$15,000	\$15,000
<b>SUBTOTAL REPAIRS &amp; MAINTENANCE</b>	<b>\$15,000</b>	<b>\$8,690</b>	<b>\$6,310</b>	<b>\$15,000</b>	<b>\$15,000</b>
<b>RESERVES</b>					
Capital Reserve - Transfer Out	\$30,000	\$35,707	\$0	\$35,707	\$43,236
Capital Project Improvements	\$57,500	\$13,700	\$0	\$13,700	\$20,000
<b>SUBTOTAL RESERVES</b>	<b>\$87,500</b>	<b>\$49,407</b>	<b>\$0</b>	<b>\$49,407</b>	<b>\$63,236</b>
<b>TOTAL FIELD EXPENDITURES</b>	<b>\$295,421</b>	<b>\$202,534</b>	<b>\$57,650</b>	<b>\$260,185</b>	<b>\$293,338</b>
<b>TOTAL EXPENDITURES</b>	<b>\$413,494</b>	<b>\$285,411</b>	<b>\$85,998</b>	<b>\$371,409</b>	<b>\$412,843</b>
<b>Excess Revenues</b>	<b>\$0</b>	<b>\$168,430</b>	<b>(\$85,992)</b>	<b>\$82,438</b>	<b>\$0</b>

	FY 2019	FY 2020	FY 2021
NET ASSESSMENTS	\$320,236	\$412,343	\$412,343
PLUS COLLECTION FEES (7%)	\$24,104	\$31,037	\$31,037
GROSS ASSESSMENTS	\$344,340	\$443,380	\$443,380
NO. OF UNITS	749	748	748
PER UNIT ASSESSMENT	\$460	\$593	\$593

# **HERON ISLES**

## **COMMUNITY DEVELOPMENT DISTRICT**

### GENERAL FUND BUDGET FISCAL YEAR 2021

#### **REVENUES:**

##### **Maintenance Assessments**

The District will levy a non ad-valorem special assessment on all assessable property within the District to fund all of the General Operating Expenditures for the fiscal year.

##### **Interest Income**

The District will have all excess funds invested with U.S. Bank. The amount is based upon the estimated average balance of funds available during the fiscal year.

##### **Access Key Card**

The District will collect fees for replacement of access cards at \$10 each.

#### **EXPENDITURES:**

##### **Administrative:**

##### **Supervisor Fees**

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,000 in one year. The amount for the fiscal year is based upon all five supervisors attending the estimated 4 annual meetings.

##### **FICA Expense**

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

##### **Engineering Fees**

The District's engineer will be providing general engineering services to the District including attendance and preparation for board meetings, etc.

##### **Assessment Roll**

Governmental Management Services serves as the District's collection agent and certifies the District's non-ad valorem assessments with the county tax collector.

##### **Dissemination Agent**

The District is required by the Security and Exchange Commission to comply with Rule 15(c) (2)-12(b) (5), which relates to additional reporting requirements for un-rated bond issues provided by Governmental Management Services.

##### **Attorney**

The District's legal counsel, Hopping Green & Sams, will be contracted to provide general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts.

##### **Annual Audit**

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

##### **Trustee Fees**

The District issued Series 2005 Capital Improvement Revenue Bonds, which are held with a Trustee at US Bank.

# **HERON ISLES**

## **COMMUNITY DEVELOPMENT DISTRICT**

### GENERAL FUND BUDGET

FISCAL YEAR 2021

The amount of the trustee fees is based on the agreement between US Bank and the District.

#### **Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services. These services are further outlined in Exhibit "A" of the Management Agreement.

#### **Computer Time**

The District processes all of its financial activities, i.e., accounts payable, financial statements, etc. on a mainframe computer leased by Governmental Management Services.

#### **Website Compliance**

Per Chapter 2014-22, Laws of Florida, all Districts must have a website by October 1, 2015 to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS, LLC and updated monthly. ADA Human audit fee will be included in this line.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
GMS	\$42	\$500
Vglobal Tech		<hr/> \$1,200
		\$1,700

#### **Telephone**

Telephone and fax machine.

#### **Postage**

Mailing of agenda packages, overnight deliveries, correspondence, etc.

#### **Printing & Binding**

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

#### **Rental & Leases**

Record storage fees to maintain district files by McCranie & Associates Inc at \$10/month.

#### **Meeting Room Rental**

This item includes the cost to rent a boardroom for the Heron Isles Community Development District monthly supervisor meetings. The rental fees are based on the quarterly meetings.

#### **Insurance**

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. Florida Insurance Alliance specializes in providing insurance coverage to governmental agencies.

#### **Legal Advertising**

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

# HERON ISLES

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND BUDGET

### FISCAL YEAR 2021

#### **Other Current Charges**

Bank charges, Property appraisal fees, and any other miscellaneous expenses that are incurred during the year.

#### **Office Supplies**

Miscellaneous office supplies.

#### **Meeting Room Rental**

This item includes the cost to rent a boardroom for the Heron Isles Community Development District monthly supervisor meetings. The rental fees are based on the quarterly meetings.

#### **Dues, Licenses & Subscriptions**

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

#### **Utilities:**

##### **Electric**

This item includes the cost of electricity for Heron Isles CDD that will be provided by FPL.

Location	Account #	Monthly	Annual
100 Heron Isles Pkwy	55251-34119	\$2,000	\$24,000
96103 Heron Isles Pkwy	79367-06030	\$20	\$240
96116 Heron Isles Pkwy	15371-18034	\$25	\$300
961164 Heron Isles Pkwy #IRR	17007-82129	\$20	\$240
96139 Heron Isles Pkwy	89411-73059	\$38	\$456
96148 Heron Isles Pkwy	59739-27030	\$25	\$300
96443 Heron Isles Pkwy #IRR	62356-51129	\$25	\$300
96638 Heron Isles Pkwy #IRR	62602-83129	\$25	\$300
96331 Starfish Dr entwall	39110-92496	\$25	\$300
928 Chester Rd # Entrance	62761-04061	\$20	\$240
		\$422	\$5,064
Total Electric		<b>\$2,645.00</b>	<b>\$31,740.00</b>

##### **Water & Sewer**

This item includes the cost of water and/or sewer from JEA.

Location	Account #	Monthly	Annual
928 Chester Rd Apt IR01	83714954	\$105	\$1,260
96059 Heron Isles PY-Sewer	82505651	\$1,500	\$18,000
96059 Heron Isles PY-Water	82505651	\$475	\$5,700
96259 Heron Isles PY	83582184	\$1,250	\$15,000
96320 Starfish Dr	67059090	\$88	\$1,056
96416 Heron Isles PY	67133229	\$850	\$10,200
96572 Heron Isles PY	67133293	\$900	\$10,800
Contingency		\$165	\$1,984
Total Water & Sewer		<b>\$5,333</b>	<b>\$64,000</b>

# HERON ISLES **COMMUNITY DEVELOPMENT DISTRICT**

## GENERAL FUND BUDGET FISCAL YEAR 2021

### **Contract Services:**

#### **Landscape Maintenance**

Landscape services are to maintain the common areas within the District. The District has contracted with Martex Services for these services pertaining to entryway maintenance. The contract provides for a 30 day termination.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Martex	\$5,071	\$60,852

#### **Landscape Contingency**

Other Landscape service cost such as tree trimmings, tree and plant disposal and replacements.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Martex	\$1,250	\$15,000

#### **Irrigation Maintenance**

Irrigation services are to maintain the common areas within the District. The District has contracted with Martex Services for these services pertaining to entryway maintenance. The contract provides for a 30 day termination.

#### **Lake Maintenance**

The District has a contract with The Lake Doctors who provide monthly water management services to all the lakes throughout the District.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
The Lake Doctors	\$1,075	\$12,900

#### **Janitorial Services**

The District has a contract with All Repairs & Maintenance for Janitorial services for the District.

#### **Trash Removal Service**

The District has a contract with All Repairs & Maintenance for Trash Removal Services.

#### **Management Company**

Management Fees include managing, supervising and coordinating the management, operation and maintenance. The District has a contract with Leland Management Inc. to provide these services, the monthly charge is \$935.00 and the contract can be terminated by either party within 30 days notice.

#### **Pest Control**

The District has a contract with Kelly Termite for pest control services.

#### **Holiday Decorations:**

Represents estimated costs for the District to decorate the amenity center throughout the Fiscal Year.

# **HERON ISLES**

## **COMMUNITY DEVELOPMENT DISTRICT**

GENERAL FUND BUDGET  
FISCAL YEAR 2021

### **REPAIRS & MAINTENANCE:**

#### **Repairs & Maintenance**

Unscheduled repairs and maintenance to the District's facilities through the community

#### **Facility Repairs**

Repairs and maintenance for the District's amenity center.

### **RESERVES:**

#### **Capital Reserve:**

Represents any Capital expenditures the District may need outside of the regular maintenance.

#### **Capital Project Improvements:**

Used to fund minor construction or improvements to District property. This includes renovations, repairs, parking lot expansion, or road repairs.

**Heron Isles**  
**Community Development District**

**Debt Service Fund**  
**Series 2017A1-A2**

Description	Adopted Budget FY 2020	Actual Thru 6/30/20	Projected Next 3 Months	Total Projected 9/30/20	Approved Budget FY 2021
<b>Revenues</b>					
(1) Special Assessments - On Roll	\$233,370	\$228,130	\$5,240	\$233,370	\$233,370
Prepayments	\$0	\$14,709	\$0	\$14,709	\$0
Interest Income	\$0	\$148	\$0	\$148	\$0
(2) Carry Forward Surplus	\$65,405	\$66,744	\$0	\$66,744	\$60,264
<b>TOTAL REVENUES</b>	<b>\$298,775</b>	<b>\$309,730</b>	<b>\$5,240</b>	<b>\$314,970</b>	<b>\$293,633</b>
<b>Expenditures</b>					
Series 2017A1					
Interest - 11/1	\$28,475	\$28,475	\$0	\$28,475	\$27,247
Special Call - 11/1	\$0	\$10,000	\$0	\$10,000	\$0
Interest - 5/1	\$28,475	\$28,356	\$0	\$28,356	\$27,247
Principal - 5/1	\$100,000	\$100,000	\$0	\$100,000	\$100,000
Special Call - 5/1	\$0	\$10,000	\$0	\$10,000	\$0
Series 2017A2					
Interest - 11/1	\$19,000	\$19,000	\$0	\$19,000	\$18,000
Special Call - 11/1	\$5,000	\$5,000	\$0	\$5,000	\$0
Interest - 5/1	\$19,000	\$18,875	\$0	\$18,875	\$18,000
Principal - 5/1	\$30,000	\$30,000	\$0	\$30,000	\$30,000
Special Call - 5/1	\$0	\$5,000	\$0	\$5,000	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$229,950</b>	<b>\$254,706</b>	<b>\$0</b>	<b>\$254,706</b>	<b>\$220,494</b>
<b>EXCESS REVENUES</b>	<b>\$68,825</b>	<b>\$55,024</b>	<b>\$5,240</b>	<b>\$60,264</b>	<b>\$73,139</b>
				11/1/2021 Debt Service	\$43,496.88
(1)	Maximum Annual Debt Service				
(2)	Carry forward surplus is net of the reserve requirement				
(3)	Represents excess funds in DS after Nov. 1 payments				
				<b>FY 2021</b>	
				<b>NET ASSESSMENTS</b>	<b>\$233,370</b>
				<b>PLUS COLLECTION FEES (7%)</b>	<b>\$17,565</b>
				<b>GROSS ASSESSMENTS</b>	<b>\$250,935</b>
				<b>NO. OF UNITS</b>	<b>543</b>
				<b>PER UNIT ASSESSMENT:</b>	<b>\$447</b>

## Heron Isles

### Community Development District

Series 2017A-1 Capital Improvement Revenue Refunding Bonds (Senior Bonds)

#### AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/20	\$ 1,905,000.00	\$ -	\$ 27,246.88	\$ 27,356.25
05/01/21	\$ 1,905,000.00	\$ 100,000.00	\$ 27,246.88	
11/01/21	\$ 1,805,000.00	\$ -	\$ 26,246.88	\$ 153,493.76
05/01/22	\$ 1,805,000.00	\$ 100,000.00	\$ 26,246.88	
11/01/22	\$ 1,705,000.00	\$ -	\$ 25,246.88	\$ 151,493.76
05/01/23	\$ 1,705,000.00	\$ 100,000.00	\$ 25,246.88	
11/01/23	\$ 1,605,000.00	\$ -	\$ 24,246.88	\$ 149,493.76
05/01/24	\$ 1,605,000.00	\$ 105,000.00	\$ 24,246.88	
11/01/24	\$ 1,500,000.00	\$ -	\$ 23,065.63	\$ 152,312.51
05/01/25	\$ 1,500,000.00	\$ 105,000.00	\$ 23,065.63	
11/01/25	\$ 1,395,000.00	\$ -	\$ 21,818.75	\$ 149,884.38
05/01/26	\$ 1,395,000.00	\$ 110,000.00	\$ 21,818.75	
11/01/26	\$ 1,285,000.00	\$ -	\$ 20,443.75	\$ 152,262.50
05/01/27	\$ 1,285,000.00	\$ 115,000.00	\$ 20,443.75	
11/01/27	\$ 1,170,000.00	\$ -	\$ 18,934.38	\$ 154,378.13
05/01/28	\$ 1,170,000.00	\$ 115,000.00	\$ 18,934.38	
11/01/28	\$ 1,055,000.00	\$ -	\$ 17,353.13	\$ 151,287.51
05/01/29	\$ 1,055,000.00	\$ 115,000.00	\$ 17,353.13	
11/01/29	\$ 940,000.00	\$ -	\$ 15,556.25	\$ 147,909.38
05/01/30	\$ 940,000.00	\$ 120,000.00	\$ 15,556.25	
11/01/30	\$ 820,000.00	\$ -	\$ 13,681.25	\$ 149,237.50
05/01/31	\$ 820,000.00	\$ 125,000.00	\$ 13,681.25	
11/01/31	\$ 695,000.00	\$ -	\$ 11,728.13	\$ 150,409.38
05/01/32	\$ 695,000.00	\$ 130,000.00	\$ 11,728.13	
11/01/32	\$ 565,000.00	\$ -	\$ 9,534.38	\$ 151,262.51
05/01/33	\$ 565,000.00	\$ 135,000.00	\$ 9,534.38	
11/01/33	\$ 430,000.00	\$ -	\$ 7,256.25	\$ 151,790.63
05/01/34	\$ 430,000.00	\$ 140,000.00	\$ 7,256.25	
11/01/34	\$ 290,000.00	\$ -	\$ 4,893.75	\$ 152,150.00
05/01/35	\$ 290,000.00	\$ 140,000.00	\$ 4,893.75	
11/01/35	\$ 150,000.00	\$ -	\$ 2,531.25	\$ 147,425.00
05/01/36	\$ 150,000.00	\$ 150,000.00	\$ 2,531.25	\$ 152,531.25
	\$ 1,905,000.00	\$ 539,568.84	\$ 2,444,678.21	

**Heron Isles**  
**Community Development District**  
 Series 2017A-2 Capital Improvement Revenue Refunding Bonds (Subordinate Bonds)

**AMORTIZATION SCHEDULE**

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/20	\$ 720,000.00	5.000%	\$ -	\$ 18,000.00	\$ -
05/01/21	\$ 720,000.00	5.000%	\$ 30,000.00	\$ 18,000.00	\$ 66,000.00
11/01/21	\$ 690,000.00	5.000%	\$ -	\$ 17,250.00	\$ -
05/01/22	\$ 690,000.00	5.000%	\$ 30,000.00	\$ 17,250.00	\$ 64,500.00
11/01/22	\$ 660,000.00	5.000%	\$ -	\$ 16,500.00	\$ -
05/01/23	\$ 660,000.00	5.000%	\$ 35,000.00	\$ 16,500.00	\$ 68,000.00
11/01/23	\$ 625,000.00	5.000%	\$ -	\$ 15,625.00	\$ -
05/01/24	\$ 625,000.00	5.000%	\$ 35,000.00	\$ 15,625.00	\$ 66,250.00
11/01/24	\$ 590,000.00	5.000%	\$ -	\$ 14,750.00	\$ -
05/01/25	\$ 590,000.00	5.000%	\$ 35,000.00	\$ 14,750.00	\$ 64,500.00
11/01/25	\$ 555,000.00	5.000%	\$ -	\$ 13,875.00	\$ -
05/01/26	\$ 555,000.00	5.000%	\$ 40,000.00	\$ 13,875.00	\$ 67,750.00
11/01/26	\$ 515,000.00	5.000%	\$ -	\$ 12,875.00	\$ -
05/01/27	\$ 515,000.00	5.000%	\$ 40,000.00	\$ 12,875.00	\$ 65,750.00
11/01/27	\$ 475,000.00	5.000%	\$ -	\$ 11,875.00	\$ -
05/01/28	\$ 475,000.00	5.000%	\$ 45,000.00	\$ 11,875.00	\$ 68,750.00
11/01/28	\$ 430,000.00	5.000%	\$ -	\$ 10,750.00	\$ -
05/01/29	\$ 430,000.00	5.000%	\$ 45,000.00	\$ 10,750.00	\$ 66,500.00
11/01/29	\$ 385,000.00	5.000%	\$ -	\$ 9,625.00	\$ -
05/01/30	\$ 385,000.00	5.000%	\$ 45,000.00	\$ 9,625.00	\$ 64,250.00
11/01/30	\$ 340,000.00	5.000%	\$ -	\$ 8,500.00	\$ -
05/01/31	\$ 340,000.00	5.000%	\$ 50,000.00	\$ 8,500.00	\$ 67,000.00
11/01/31	\$ 290,000.00	5.000%	\$ -	\$ 7,250.00	\$ -
05/01/32	\$ 290,000.00	5.000%	\$ 50,000.00	\$ 7,250.00	\$ 64,500.00
11/01/32	\$ 240,000.00	5.000%	\$ -	\$ 6,000.00	\$ -
05/01/33	\$ 240,000.00	5.000%	\$ 55,000.00	\$ 6,000.00	\$ 67,000.00
11/01/33	\$ 185,000.00	5.000%	\$ -	\$ 4,625.00	\$ -
05/01/34	\$ 185,000.00	5.000%	\$ 60,000.00	\$ 4,625.00	\$ 69,250.00
11/01/34	\$ 125,000.00	5.000%	\$ -	\$ 3,125.00	\$ -
05/01/35	\$ 125,000.00	5.000%	\$ 60,000.00	\$ 3,125.00	\$ 66,250.00
11/01/35	\$ 65,000.00	5.000%	\$ -	\$ 1,625.00	\$ -
05/01/36	\$ 65,000.00	5.000%	\$ 65,000.00	\$ 1,625.00	\$ 68,250.00
			\$ 720,000.00	\$ 344,500.00	\$ 1,064,500.00

# Heron Isles

Community Development District

**Capital Reserve Fund**

Description	Adopted Budget FY 2020	Actual Thru 6/30/20	Projected Next 3 Months	Total Projected 9/30/20	Approved Budget FY 2021
<b>Revenues</b>					
Capital Reserve Transfer In	\$30,000	\$35,707	\$0	\$35,707	\$43,236
Interest Income	\$250	\$0	\$50	\$50	\$50
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$35,552
<b>TOTAL REVENUES</b>	<b>\$30,250</b>	<b>\$35,707</b>	<b>\$50</b>	<b>\$35,757</b>	<b>\$78,838</b>
<b>Expenditures</b>					
Capital Outlay	\$0	\$0	\$0	\$0	\$20,000
Other Current Charges	\$0	\$70	\$135	\$205	\$500
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$70</b>	<b>\$135</b>	<b>\$205</b>	<b>\$20,500</b>
<b>EXCESS REVENUES</b>	<b>\$30,250</b>	<b>\$35,637</b>	<b>(\$85)</b>	<b>\$35,552</b>	<b>\$58,338</b>

*A.*

## **RESOLUTION 2020-06**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Heron Isles Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT:**

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes (“Adopted Budget”)*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Heron Isles Community Development District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$ \_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (Series 2017-A1)	\$ _____
DEBT SERVICE FUND (Series 2017-A2)	\$ _____
CAPITAL RESERVE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not

- increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
  - d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 6<sup>TH</sup> DAY OF AUGUST, 2020.**

ATTEST:

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Secretary/Assistant Secretary

**HERON ISLES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

*B.*

## RESOLUTION 2020-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Heron Isles Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Nassau County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Heron Isles Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT  
DISTRICT:**

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of August, 2020.

ATTEST:

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

**HERON ISLES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll

*NINTH ORDER OF BUSINESS*

## **RESOLUTION 2020-08**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Heron Isles Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Nassau County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District has previously adopted Rules of Procedure to govern the administration of the District; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of August, 2020.

**ATTEST:**

---

Secretary

**HERON ISLES COMMUNITY DEVELOPMENT  
DISTRICT**

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Chairperson, Board of Supervisors

**Exhibit A:** Amended and Restated Rules of Procedure

**EXHIBIT A:**  
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED  
RULES OF PROCEDURE  
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF AUGUST 6, 2020**

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**Rule 1.0      General.**

- (1) The Heron Isles Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1      Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2      District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) **District Offices.** Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) **Public Records.** District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) **Service Contracts.** Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) **Fees; Copies.** Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) **Records Retention.** The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) **Policies.** The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) **Financial Disclosure Coordination.** Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3      Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order  
Roll call  
Public comment  
Organizational matters  
Review of minutes  
Specific items of old business  
Specific items of new business  
Staff reports  
    (a) District Counsel  
    (b) District Engineer  
    (c) District Manager  
        1. Financial Report  
        2. Approval of Expenditures  
Supervisor’s requests and comments  
Public comment  
Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) **Security and Firesafety Board Discussions**. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4      Internal Controls to Prevent Fraud, Waste and Abuse**

- (1)    Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2)    Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 218.33(3), Fla. Stat.

**Rule 2.0      Rulemaking Proceedings.**

- (1) **Commencement of Proceedings.** Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) **Notice of Rule Development.**

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

- (3) **Notice of Proceedings and Proposed Rules.**

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;
  - (c) Any statement of estimated regulatory costs for the rule;
  - (d) A written summary of hearings, if any, on the proposed rule;
  - (e) All written comments received by the District and responses to those written comments; and
  - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
  - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
  - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
  - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
    - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) **Rates, Fees, Rentals and Other Charges**. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0      Competitive Purchase.**

- (1) **Purpose and Scope.** In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) **Board Authorization.** Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) **Definitions.**
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

(q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1      Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

## **Rule 3.2      Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Definitions.
  - (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

- (i) Ability of personnel;
- (ii) Experience;
- (iii) Ability to furnish the required services; and
- (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) **Contract.** Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) **Notice of Award.** Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.

**Rule 3.3      Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

## **Rule 3.4      Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
  - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5      Construction Contracts, Not Design-Build.**

- (1) **Scope.** All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) **Procedure.** When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) **Sole Source; Government.** Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) **Contracts; Public Records.** In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) **Emergency Purchases.** The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) **Exceptions.** This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6      Construction Contracts, Design-Build.**

- (1) **Scope.** The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) **Procedure.**
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) **Qualifications-Based Selection.** If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) **Competitive Proposal-Based Selection.** If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if **the proposals are too high**, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8      Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9      Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10      Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11      Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1)    Filing

- (a)    With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b)    Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c)    If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0        Effective Date.**

These Rules shall be effective August 6, 2020, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

*TENTH ORDER OF BUSINESS*



Nassau County Engineering Services  
96161 Nassau Place  
Yulee, FL 32097

*Robert T. Companion, PE*  
*County Engineer*

7/17/2020

Heron Isles Community  
Development District  
475 West Town Place  
Suite 114  
St Augustine, FL 32092

RE: Common Areas and Drainage

To Whom it May Concern,

Engineering Staff received a drainage complaint from multiple homeowners in the area. Upon further investigation, it appears the common areas and wetlands are constricted with dead vegetation and debris.

Removing debris will allow the wetlands stagnant water to move. This will also allow water to recede where homeowners are complaining of visible water in their back yards and dying trees. The fallen dead trees from the prolonged saturation of water may need to be removed as well.

It was also noted that there seems to be a swale, almost man-made in the wetlands behind the lots north of Breezeway ct. The wetlands are naturally flowing east and drainage should not be flowing towards Chester Rd.

Saint John's River Water Management District (SJRWMD) allows cleaning of the easements and wetlands with hand tools. This usually includes dead and fallen vegetation only. Pressure washers are allowed to perform maintenance on the pipes. For more information and any permitting that may be required, please reach out to Rocky Thompson at SJRWMD 904-448-7901 or Tracy Schilling at SJRWMD 904-448-7922.

Additional regulations regarding activities within wetlands and upland buffers can be found in section 37.03 of the Nassau County Land Development Code. Currently, meeting the DEP and SJRWMD permit requirements meets the County's standards.

Let me know if you have any questions.

Sincerely,

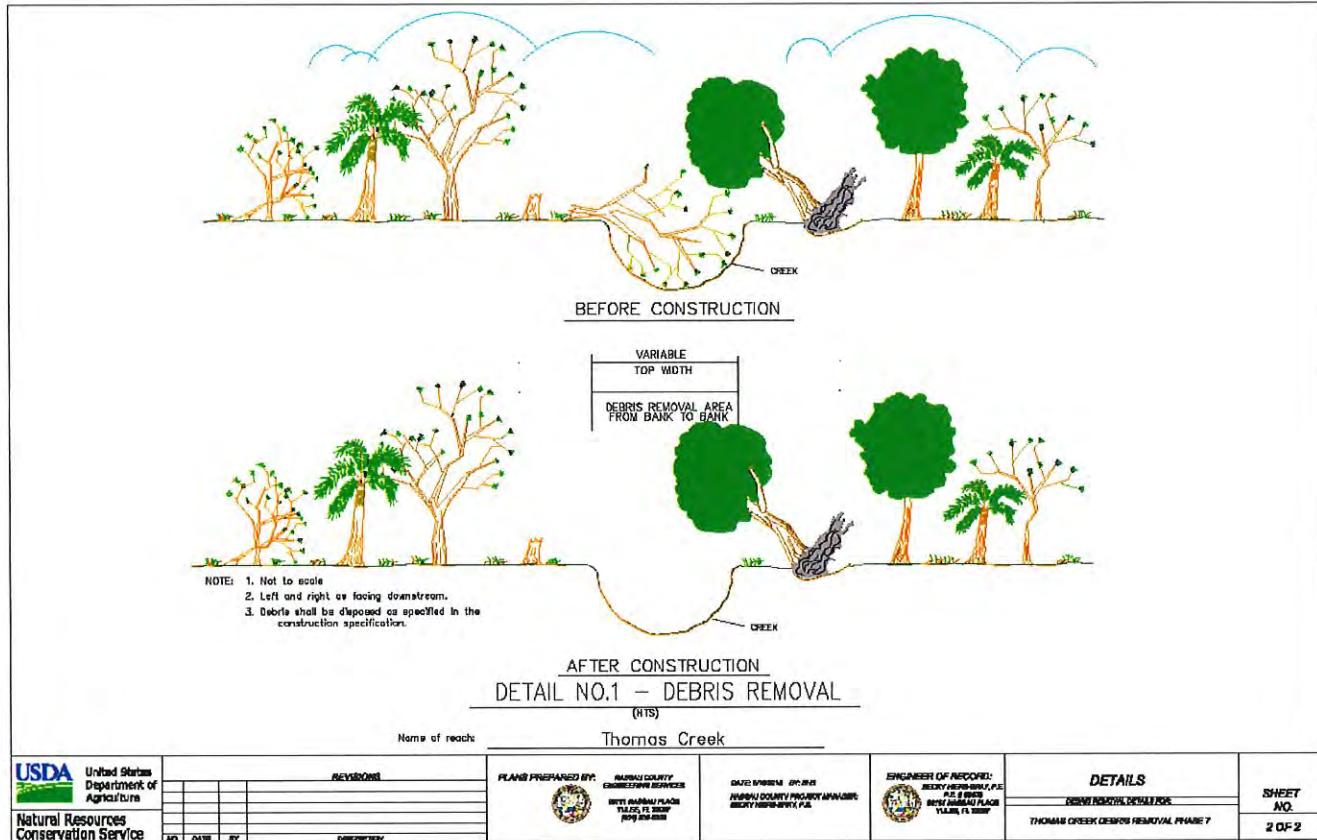
A handwritten signature in black ink that reads "Katie Peay".

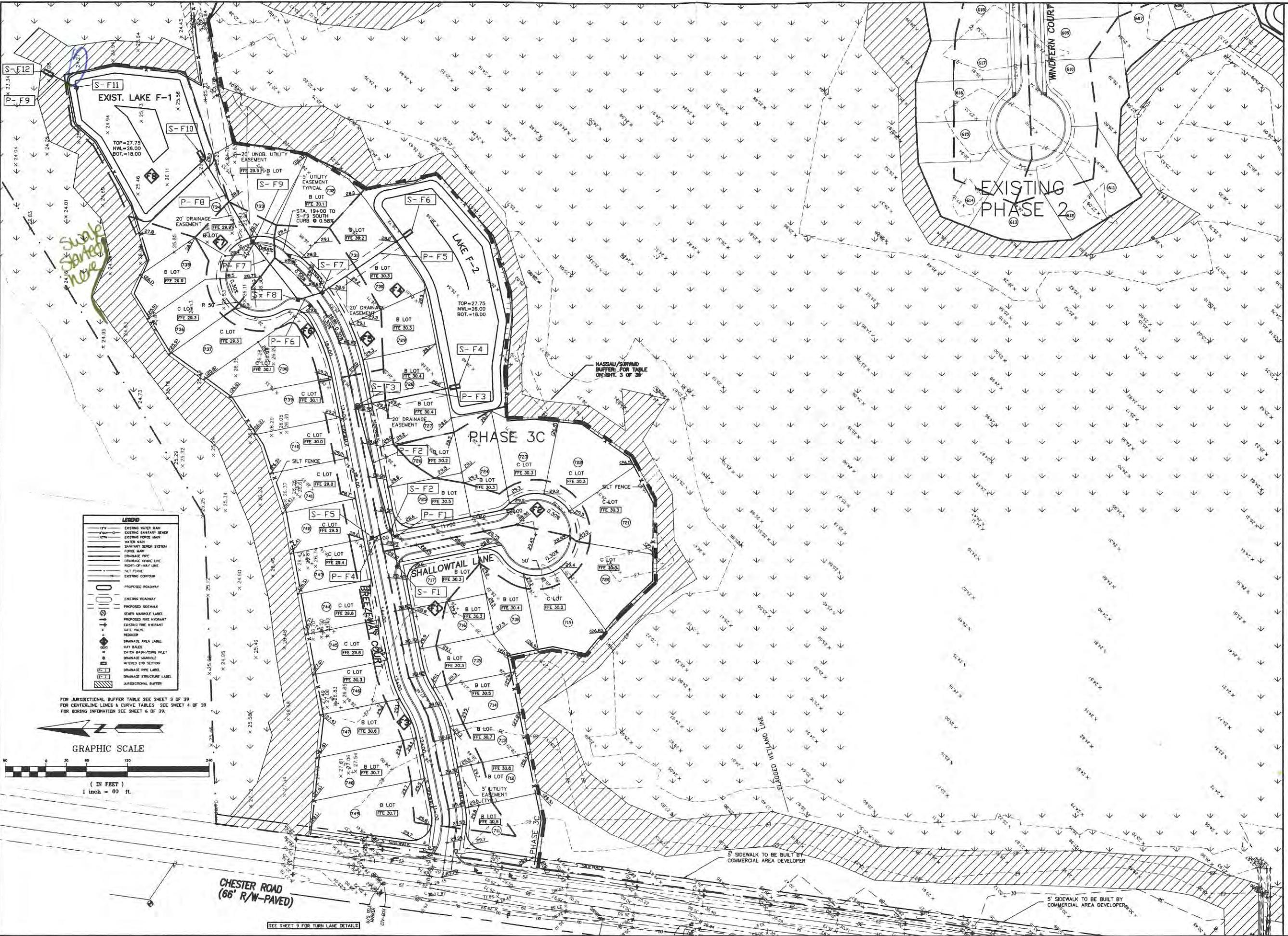
YULEE  
(904) 530-6225

FAX  
(904) 491-3611

Katie Peay, PE CFM

CC: Robert Companion, County Engineer



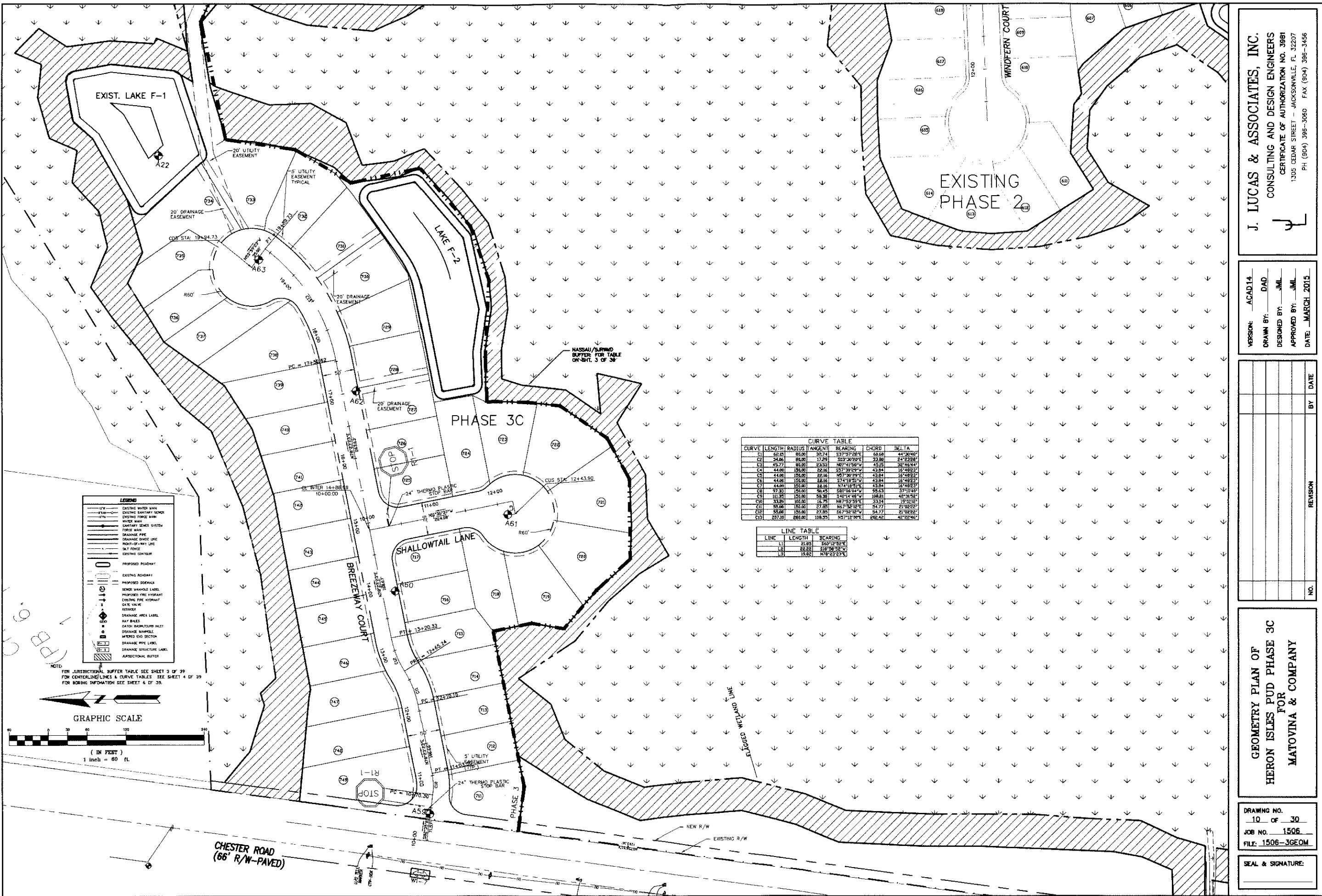


**J. LUCAS & ASSOCIATES, INC.**  
CONSULTING AND DESIGN ENGINEERS  
CERTIFICATE OF AUTHORIZATION NO. 3981  
1305 CEDAR STREET - JACKSONVILLE, FL 32207  
PH (904) 396-3060 FAX (904) 396-3456

VERSION:	ACAD14
DRAWN BY:	DAD
DESIGNED BY:	MIL
APPROVED BY:	MIL
DATE:	MARCH 2015

**PAVING & DRAINAGE PLAN OF  
HERON ISLES PUD PHASE 3C  
FOR  
MATOVINA & COMPANY**

DRAWING NO.  
14 OF 30  
JOB NO. 1506  
FILE: 1506-PHASE3  
  
SEAL & SIGNATURE:  
\_\_\_\_\_



**J. LUCAS & ASSOCIATES, INC.**  
CONSULTING AND DESIGN ENGINEERS  
CERTIFICATE OF AUTHORIZATION NO. 3981  
1305 CEDAR STREET - JACKSONVILLE, FL 32207  
PH (904) 396-3060 FAX (904) 396-3456

VERSION: ACAD14  
DRAWN BY: JML  
DESIGNED BY: JML  
APPROVED BY: JML  
DATE: MARCH 2015

**GEOMETRY PLAN OF**  
**HERON ISLES PUD PHASE 3C**  
**FOR**  
**MATOVINA & COMPANY**

**DRAWING NO. 10 OF 30**  
**JOB NO. 1506**  
**FILE: 1506-3GEOM**

**SEAL & SIGNATURE:**

*ELEVENTH ORDER OF BUSINESS*

*C.*

**Notice of Meetings  
Heron Isles  
Community Development District**

The Board of Supervisors of the Heron Isles Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2021 at Florida State College at Jacksonville Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097 on the first Thursday of the following months (\*exceptions noted):

November 5, 2020 at 10:30 a.m.  
February 4, 2021 at 10:30 a.m.  
May 6, 2021 at 10:30 a.m.  
August 5, 2021 at 6:00 p.m.

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Ernesto Torres  
District Manager

*D.*

# Heron Isles Community Development District

## Community Report – July 2020

### **Landscaping:**

Martex has been grooming the property accordingly. Occasional reports from owners are received regarding missed areas. Martex is then immediately notified and they send out a technician to take care of the area. Other landscaping contractors have been asked to provide proposals for their service.

Current rate for Martex Services	Monthly \$5,071.00	Annual Cost \$60,852.00
Proposal from Trim All Lawn Service	Monthly \$7,269.25	Annual Cost \$87,231.00
Proposal from Brightview Lawn Care	Not received	

### **Irrigation Wells:**

Martex did a preliminary review of the irrigation system to determine where the well(s) should be placed and the location of the connections. The irrigation "zone" map was provided; to will help in determining where the connections will be.

Following the review of the community with their consultant with WaterCare Irrigation & Well – the quote proposed four (4) wells along Heron Isles Parkway including the connections to the irrigation system for the amount of \$78,876.00

In speaking with Josh of Partridge Well, deep wells and the permits are \$12,200 each for which does not include the installation, still waiting on Martex to provide the gallons per minute to determine the cost for the drilling. The connection to the irrigation line would be made by the landscape contractor's irrigation technician.

### **Fence for Heron Isles Parkway:**

The owners along Swallowtail Drive had requested a buffer to prevent their homes from view by traffic on Heron Isles Parkway. Proposal for an 8' Tan Vinyl Privacy Fence that would match and connect to the existing fence along Heron Isles Parkway and terminate at the first masonry column just east of the round-a-bout.

The following fence contractors provided their quote:

- Creative Service & Fence      \$15,600
- Superior Fence & Rail      \$13,734
- Wolf Fencing      Not submitted

### **Proposal from Martex:**

During the February CDD meeting the Board was asked to consider the installation of a barrier/shrubs to buffer the view to the rear yards and homes on Swallowtail Drive. Martex was asked to provide a quote for viburnum shrubs for this area. **Proposal from Martex for preparation and installation of 167 Sweet Viburnum and mulch had been provided for the amount of \$3,429.09.**

**Note:** Liberty Landscaping has been asked to provide a quote for the same quantity and type of plant material.

### **Breezeway Court – Culvert Issue:**

The erosion around the culvert behind the home at 96072 Breezeway Court has remained consistent in size since the pond refilled. **Absolute Contracting has provided a quote with two (2) options to finalize the repair:**

<b>Option 1:</b> Filling washout area, compact and add sod	\$2,500
<b>Option 2:</b> Filling washout area, compact and add sod & catch basin to redirect flow	\$3,750

### **Commodore Point Drive – Asphalt**

At the end of Commodore Point Drive, the roadway ends however the driveway for the last home extends beyond this area. This owner has 2' of dirt and weeds 2' at the base of her driveway.

#### **Quotes were obtained to fill this area:**

- Keelco Inc. \$2,400
- Masonry Plus Services \$3,200

### **Commodore Point Drive – K-Turn Issue**

On lots 375 and 377 homes constructed. The developer expanded each of these lots to include the land that was lot 376. The K-Turn was installed on lot 376 however instead of deeding a strip of land to the Heron Isles CDD for the K-Turn, an easement was placed on lot 375 regarding the space. The property owner is parking in the K-Turn which then makes it difficult for some vehicles to back up properly.

#### **Mailboxes:**

The post office has agreed to allow the mailboxes to be separated and placed closer to the homes that they service. Boxes would need to be placed between the curb and sidewalk on the property lines. This would require 4' x 4' concrete bases for fifteen (15) mailboxes to be strategically placed and mounted in the right-of-way on lot lines between the curb and the sidewalk.

**Quote was provided by Masonry Plus Services in the amount of \$ 7,285.05 for 15 concrete pads.**

#### **Playground:**

The swings have not been installed by Southern Recreation. I suspect their office is closed due to the Covid situation. I have emailed Terry Rogers to let me know when I can pick them up from their office and I'll have them installed.

#### **Restroom Repairs:**

The magnetic locks have been working well and there are 143 access control cards that have been programmed for owners that submitted their application.

#### **Signage:**

No Parking – Vehicles will be Towed signs have been installed along Commodore Pointe adjacent to the open area and by the wetland crossings.

*THIRTEENTH ORDER OF BUSINESS*

*A.*

**HERON ISLES**  
**Community Development District**  
**Unaudited Financial Statements**  
**as of**  
**June 30, 2020**

**Meeting Date**  
**August 6, 2020**

**Heron Isles**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
June 30, 2020

	General	Debt Service	Capital Reserve	Total Governmental Funds
<b>ASSETS:</b>				
Cash - Wells Fargo	\$51,828	---	\$35,637	\$87,465
State Board	\$212	---	---	\$212
Custody-Reserves	\$753	---	---	\$753
Custody-Excess Funds	\$223,190	---	---	\$223,190
Investments:				
Series 2017A-1				
Revenue	---	\$45,863	---	\$45,863
Prepayment	---	\$4,964	---	\$4,964
Excess Revenue	---	\$4,196	---	\$4,196
Series 2017A-2				
Reserve	---	\$34,250	---	\$34,250
Prepayment	---	---	---	\$0
Prepaid Expenses	\$40	---	---	\$40
Electric Deposits	\$1,580	---	---	\$1,580
Due from Other	\$6,262	---	---	\$6,262
<b>TOTAL ASSETS</b>	<b>\$283,865</b>	<b>\$89,274</b>	<b>\$35,637</b>	<b>\$408,776</b>
<b>LIABILITIES:</b>				
Accounts Payable	\$14,155	---	---	\$14,155
Accrued Expenses	---	---	---	\$0
Due to Other	---	---	---	\$0
<b>FUND BALANCES:</b>				
Restricted for Debt Service	---	\$89,274	---	\$89,274
Restricted for Capital Reserve	---	---	\$35,637	\$35,637
Nonspendable	\$1,620	---	---	\$1,620
Assigned	\$650	---	---	\$650
Unassigned	\$267,440	---	---	\$267,440
<b>TOTAL LIABILITIES &amp; FUND EQUITY &amp; OTHER CREDITS</b>	<b>\$283,865</b>	<b>\$89,274</b>	<b>\$35,637</b>	<b>\$408,776</b>

**HERON ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For The Period Ending 06/30/20

	ADOPTED BUDGET	PRORATED BUDGET Thru 06/30/20	ACTUAL Thru 06/30/20	VARIANCE
<b>Revenues</b>				
Assessments - On Roll	\$412,343	\$412,343	\$417,983	\$5,640
Interest/Misc Revenue	\$400	\$300	\$35,858	\$35,557
Access Key Cards	\$100	\$75	\$0	(\$75)
<b>Total Revenues</b>	<b>\$412,844</b>	<b>\$412,719</b>	<b>\$453,841</b>	<b>\$41,122</b>
<b>Expenditures</b>				
<i>Administrative</i>				
Supervisor Fees	\$6,000	\$4,500	\$2,800	\$1,700
FICA Expense	\$459	\$344	\$214	\$130
Engineering	\$5,000	\$3,750	\$0	\$3,750
Assessment Roll	\$7,500	\$7,500	\$7,500	\$0
Dissemination	\$1,500	\$1,125	\$1,125	\$0
Attorney	\$15,000	\$11,250	\$6,516	\$4,734
Annual Audit	\$3,250	\$3,250	\$3,250	\$0
Trustee Fees	\$3,800	\$0	\$0	\$0
Management Fees	\$45,423	\$34,067	\$34,067	\$0
Computer Time	\$1,000	\$750	\$750	\$0
Website Compliance	\$1,700	\$1,275	\$375	\$900
Telephone	\$200	\$150	\$55	\$95
Postage	\$800	\$600	\$413	\$187
Printing & Binding	\$1,500	\$1,125	\$505	\$620
Rental & Leases	\$120	\$90	\$0	\$90
Meeting Room Rental	\$1,000	\$750	\$639	\$111
Insurance	\$11,196	\$11,196	\$12,390	(\$1,194)
Legal Advertising	\$5,350	\$4,013	\$1,991	\$2,022
Other Current Charges	\$7,000	\$6,461	\$6,461	\$0
Property Tax	\$0	\$0	\$3,601	(\$3,601)
Office Supplies	\$100	\$75	\$48	\$27
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>Total Administrative Expenditures</b>	<b>\$118,073</b>	<b>\$92,446</b>	<b>\$82,877</b>	<b>\$9,570</b>
<i>Utilities</i>				
Electric	\$31,740	\$23,805	\$18,345	\$5,460
Water & Sewer	\$44,064	\$33,048	\$46,065	(\$13,017)
<b>Total Utilities</b>	<b>\$75,804</b>	<b>\$56,853</b>	<b>\$64,410</b>	<b>(\$7,557)</b>

**HERON ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For The Period Ending 06/30/20

	ADOPTED BUDGET	PRORATED BUDGET Thru 06/30/20	ACTUAL Thru 06/30/20	VARIANCE
<b>Expenditures</b>				
<i>Contract Services</i>				
Landscape Maintenance	\$60,852	\$45,639	\$45,639	\$0
Landscape Contingency	\$15,000	\$11,250	\$5,974	\$5,276
Irrigation Maintenance	\$3,000	\$2,250	\$2,899	(\$649)
Lake Maintenance	\$12,900	\$9,675	\$9,675	\$0
Janitorial Services	\$7,200	\$5,400	\$4,350	\$1,050
Trash Removal Services	\$7,440	\$5,580	\$4,500	\$1,080
Management Company	\$9,000	\$6,750	\$6,750	\$0
Pest Control Services	\$225	\$169	\$241	(\$72)
Holiday Decorations	\$1,500	\$0	\$0	\$0
<b>Total Contract Services</b>	<b>\$117,117</b>	<b>\$86,713</b>	<b>\$80,028</b>	<b>\$6,685</b>
<i>Repairs &amp; Maintenance</i>				
Facility Repairs	\$15,000	\$11,250	\$8,690	\$2,560
<b>Total Repairs &amp; Maintenance</b>	<b>\$15,000</b>	<b>\$11,250</b>	<b>\$8,690</b>	<b>\$2,560</b>
<i>Reserves</i>				
Capital Reserve	\$30,000	\$30,000	\$35,707	(\$5,707)
Capital Project Improvements	\$57,500	\$43,125	\$13,700	\$29,425
<b>Total Reserves</b>	<b>\$87,500</b>	<b>\$73,125</b>	<b>\$49,407</b>	<b>\$23,718</b>
<b>TOTAL EXPENDITURES</b>	<b>\$413,494</b>	<b>\$320,387</b>	<b>\$285,411</b>	<b>\$34,976</b>
EXCESS REVENUES (EXPENDITURES)	(\$650)		\$168,430	
FUND BALANCE - Beginning	\$650		\$101,280	
FUND BALANCE - Ending	<b>\$0</b>		<b>\$269,710</b>	

**Heron Isles**  
**COMMUNITY DEVELOPMENT DISTRICT**

	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	Total
<b>REVENUES:</b>													
Maintenance Assessments	\$1,513	\$321,505	\$71,965	\$2,835	\$4,517	\$6,418	\$2,459	\$2,815	\$3,957	\$0	\$0	\$0	\$417,983
Interest Income	\$9	\$4	\$13	\$35	\$39	\$35,740	\$15	\$2	\$2	\$0	\$0	\$0	\$35,858
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$1,521</b>	<b>\$321,509</b>	<b>\$71,978</b>	<b>\$2,870</b>	<b>\$4,555</b>	<b>\$42,158</b>	<b>\$2,474</b>	<b>\$2,817</b>	<b>\$3,959</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$453,841</b>
<b>EXPENDITURES:</b>													
<i>Administrative:</i>													
Supervisors	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$800	\$0	\$0	\$0	\$0	\$2,800
FICA Expense	\$0	\$77	\$0	\$0	\$77	\$0	\$0	\$61	\$0	\$0	\$0	\$0	\$214
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$211	\$851	\$372	\$788	\$1,626	\$659	\$850	\$1,161	\$0	\$0	\$0	\$0	\$6,516
Dissemination	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$1,125
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$3,250	\$0	\$0	\$0	\$0	\$0	\$3,250
Assessment Roll Services	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Management Fees	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$0	\$0	\$0	\$34,067
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$750
Website Administration	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$0	\$0	\$0	\$375
Telephone	\$0	\$0	\$0	\$38	\$0	\$0	\$17	\$0	\$0	\$0	\$0	\$0	\$55
Postage	\$5	\$91	\$9	\$77	\$7	\$10	\$32	\$160	\$22	\$0	\$0	\$0	\$413
Printing & Binding	\$7	\$169	\$11	\$21	\$116	\$31	\$6	\$38	\$107	\$0	\$0	\$0	\$505
Rental & Leases	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$12,390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,390
Legal Advertising	\$250	\$0	\$832	\$262	\$0	\$0	\$386	\$262	\$0	\$0	\$0	\$0	\$1,991
Other Current Charges	\$337	\$5,818	\$152	\$140	\$146	( <b>\$279</b> )	\$57	\$44	\$47	\$0	\$0	\$0	\$6,461
Meeting Room Rental	\$0	\$100	\$0	\$0	\$539	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$639
Property Tax	\$0	\$3,601	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,601
Office Supplies	\$0	\$15	\$1	\$1	\$15	\$1	\$0	\$0	\$15	\$0	\$0	\$0	\$48
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$24,911</b>	<b>\$15,757</b>	<b>\$5,412</b>	<b>\$5,361</b>	<b>\$7,561</b>	<b>\$4,456</b>	<b>\$8,634</b>	<b>\$6,560</b>	<b>\$4,226</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$82,877</b>
<i>Maintenance:</i>													
Electric	\$2,064	\$2,064	\$2,020	\$2,070	\$2,048	\$2,046	\$2,047	\$2,046	\$1,939	\$0	\$0	\$0	\$18,345
Water & Sewer	\$5,514	\$6,887	\$10,499	\$6,291	\$3,060	\$2,841	\$2,534	\$2,820	\$5,619	\$0	\$0	\$0	\$46,065
Landscape Maintenance	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$0	\$0	\$0	\$45,639
Landscape Contingency	\$180	\$0	\$648	\$0	\$0	\$0	\$5,147	\$0	\$0	\$0	\$0	\$0	\$5,974
Irrigation Repairs	\$841	\$216	0	\$0	\$847	\$121	\$0	\$794	\$81	\$0	\$0	\$0	\$2,899
Lake Maintenance	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$0	\$0	\$0	\$9,675
Janitorial	\$600	\$600	\$600	\$600	\$600	\$450	\$0	\$300	\$600	\$0	\$0	\$0	\$4,350
Trash Removal Services	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$4,500
Management Company	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$0	\$0	\$0	\$6,750
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$241	\$0	\$0	\$0	\$0	\$241
Facility Repairs	\$7,016	\$120	\$120	\$248	\$120	\$465	\$340	\$120	\$141	\$0	\$0	\$0	\$8,690
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Maintenance</b>	<b>\$23,610</b>	<b>\$17,282</b>	<b>\$21,282</b>	<b>\$16,605</b>	<b>\$14,072</b>	<b>\$13,319</b>	<b>\$17,464</b>	<b>\$13,718</b>	<b>\$15,775</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$153,127</b>
<b>Total Expenditures</b>	<b>\$48,520</b>	<b>\$33,039</b>	<b>\$26,694</b>	<b>\$21,966</b>	<b>\$21,632</b>	<b>\$17,775</b>	<b>\$26,097</b>	<b>\$20,278</b>	<b>\$20,001</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$236,004</b>
<b>TOTAL OTHER SOURCES AND USES</b>													
Capital Reserve	\$0	\$0	\$0	\$0	\$0	\$35,707	\$0	\$0	\$0	\$0	\$0	\$0	\$35,707
Capital Project Improvements	\$0	\$0	\$0	\$0	\$13,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,700
<b>Total Other Sources and Uses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,700</b>	<b>\$35,707</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,407</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$46,999)</b>	<b>\$288,470</b>	<b>\$45,284</b>	<b>(\$19,097)</b>	<b>(\$3,377)</b>	<b>\$60,090</b>	<b>(\$23,624)</b>	<b>(\$17,461)</b>	<b>(\$16,042)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$168,430</b>

**HERON ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND - SERIES 2017**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For The Period Ending 06/30/20

	ADOPTED BUDGET	PRORATED BUDGET Thru 06/30/20	ACTUAL Thru 06/30/20	VARIANCE
<b>Revenues</b>				
Special Assessments - On Roll	\$233,370	\$233,370	\$228,130	(\$5,240)
Prepayments	\$0	\$0	\$14,709	\$14,709
Interest Income	\$0	\$0	\$148	\$148
<b>Total Revenues</b>	<b>\$233,370</b>	<b>\$233,370</b>	<b>\$242,986</b>	<b>\$9,616</b>

**Expenditures**

**Series 2017A1**

Interest - 11/1	\$28,475	\$28,475	\$28,475	\$0
Special Call - 11/1	\$0	\$0	\$10,000	(\$10,000)
Interest - 5/1	\$28,475	\$28,475	\$28,356	\$119
Principal - 5/1	\$100,000	\$100,000	\$100,000	\$0
Special Call - 5/1	\$0	\$0	\$10,000	(\$10,000)

**Series 2017A2**

Interest - 11/1	\$19,000	\$19,000	\$19,000	\$0
Special Call - 11/1	\$5,000	\$5,000	\$5,000	\$0
Interest - 5/1	\$19,000	\$19,000	\$18,875	\$125
Principal - 5/1	\$30,000	\$30,000	\$30,000	\$0
Special Call - 5/1	\$0	\$0	\$5,000	(\$5,000)
<b>Total Expenditures</b>	<b>\$229,950</b>	<b>\$229,950</b>	<b>\$254,706</b>	<b>(\$24,756)</b>

**Other Sources/(Uses)**

Interfund Transfer In(Out)	\$0	\$0	\$0	\$0
<b>Total Other Sources/(Uses)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
EXCESS REVENUES (EXPENDITURES)	\$3,420		(\$11,720)	
FUND BALANCE - Beginning	\$65,405		\$100,994	
FUND BALANCE - Ending	<b>\$68,825</b>		<b>\$89,274</b>	

**HERON ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL RESERVE**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For The Period Ending 06/30/20

	ADOPTED BUDGET	PRORATED BUDGET Thru 06/30/20	ACTUAL Thru 06/30/20	VARIANCE
<b>Revenues</b>				
Capital Reserve Transfer In	\$30,000	\$30,000	\$35,707	\$5,707
Interest Income	\$250	\$188	\$0	(\$188)
<b>Total Revenues</b>	<b>\$30,250</b>	<b>\$30,188</b>	<b>\$35,707</b>	<b>\$5,520</b>
<b>Total Revenues</b>				
Capital Outlay	\$0	\$0	\$0	\$0
Other Current Charges	\$0	\$0	\$70	(\$70)
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$70</b>	<b>(\$70)</b>
EXCESS REVENUES (EXPENDITURES)	\$30,250		\$35,637	
FUND BALANCE - Beginning	\$5,500		\$0	
FUND BALANCE - Ending	<b>\$35,750</b>		<b>\$35,637</b>	

***Heron Isles***  
***Community Development District***  
***Long Term Debt Report***

**Series 2017A-1 Capital Improvement Revenue Bonds**

Interest Rate:	2.0%-3.375%
Maturity Date:	11/1/36
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$78,975.00
Reserve Balance:	---
 Bonds outstanding - 9/30/2018	\$2,155,000
Less: November 1, 2018	(\$30,000)
Less: May 1, 2019	(\$100,000)
Less: November 1, 2019	(\$10,000)
Less: May 1, 2020	(\$100,000)
Less: May 1, 2020 (Prepayment)	(\$10,000)
 Current Bonds Outstanding	\$1,905,000

**Series 2017A-2 Capital Improvement Revenue Bonds**

Interest Rate:	5.00%
Maturity Date:	11/1/36
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$34,250.00
Reserve Balance:	\$34,250.00
 Bonds outstanding - 9/30/2018	\$800,000
Less: November 1, 2018	(\$15,000)
Less: May 1, 2019	(\$25,000)
Less: November 1, 2019	(\$5,000)
Less: May 1, 2020	(\$30,000)
Less: May 1, 2020 (Prepayment)	(\$5,000)
 Current Bonds Outstanding	\$720,000

**HERON ISLES**  
**Community Development District**

Check Register Summary- General Fund

4/01/2020 - 6/30/2020

<b>Check Date</b>	<b>Check #'s</b>	<b>Total</b>	<b>Total Amount</b>
General Fund			
4/1/20 - 4/30/20	165-174	\$14,912.85	
5/1/20 - 5/31/20	175-193	\$22,095.55	
6/1/20 - 6/30/20	194-203	\$13,573.04	
<b>Total</b>			<b>\$50,581.44</b>
Capital Reserve			
6/4/20	1	\$1,031.76	
<b>Total</b>			<b>\$1,031.76</b>
Autopayments			
4/2/20	JEA Online Payment	\$2,533.93	
4/6/20	FPL Online Payment	\$2,047.12	
5/1/20	JEA Online Payment	\$2,820.45	
5/6/20	FPL Online Payment	\$2,046.23	
6/3/20	JEA Online Payment	\$5,619.27	
6/5/20	FPL Online Payment	\$1,938.97	
<b>Total</b>			<b>\$17,005.97</b>

*B.*

**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2020 ASSESSMENT RECEIPTS SUMMARY**

ASSESSED	# UNITS ASSESSED	SERIES 2017A1-2 DEBT SERVICE ASSESSED	O&M ASSESSED	TOTAL ASSESSED
NET REVENUE TAX ROLL	748	225,050.05	412,340.61	637,390.66
<b>TOTAL NET ASSESSMENTS</b>		<b>225,050.05</b>	<b>412,340.61</b>	<b>637,390.66</b>

SUMMARY OF TAX ROLL RECEIPTS				
NASSAU COUNTY DISTRIBUTION	DATE RECEIVED	TOTAL RECEIVED	DEBT SERVICE RECEIPTS	O&M RECEIPTS
1	10/29/19	2,338.40	825.64	1,512.76
2	11/21/19	496,978.31	175,473.22	321,505.09
3	12/06/19	76,280.27	26,933.06	49,347.21
4	12/20/19	34,961.69	12,344.28	22,617.41
5	01/10/20	4,381.99	1,547.19	2,834.80
6	02/07/20	6,981.86	2,465.16	4,516.70
7	03/09/20	9,920.87	3,502.86	6,418.01
8	04/07/20	3,801.61	1,342.27	2,459.34
9	05/05/20	4,351.46	1,536.41	2,815.05
10	06/04/20	-	-	-
11 TAX CERTS	06/10/20	6,116.59	2,159.65	3,956.94
		-	-	-
		-	-	-
		-	-	-
		-	-	-
<b>TOTAL TAX ROLL RECEIPTS</b>		<b>646,113.05</b>	<b>228,129.74</b>	<b>417,983.31</b>
<b>TOTAL DUE TAX ROLL RECEIPTS</b>		<b>(8,722.39)</b>	<b>(3,079.69)</b>	<b>(5,642.70)</b>
PERCENT COLLECTED		TOTAL	DEBT	O&M
% COLLECTED TAX ROLL		<b>101.37%</b>	<b>101.37%</b>	<b>101.37%</b>

*C.*

**HERON ISLES**  
**Community Development District**

Check Register Summary- General Fund

4/01/2020 - 6/30/2020

<b>Check Date</b>	<b>Check #'s</b>	<b>Total</b>	<b>Total Amount</b>
General Fund			
4/1/20 - 4/30/20	165-174	\$14,912.85	
5/1/20 - 5/31/20	175-193	\$22,095.55	
6/1/20 - 6/30/20	194-203	\$13,573.04	
<b>Total</b>			<b>\$50,581.44</b>
Capital Reserve			
6/4/20	1	\$1,031.76	
<b>Total</b>			<b>\$1,031.76</b>
Autopayments			
4/2/20	JEA Online Payment	\$2,533.93	
4/6/20	FPL Online Payment	\$2,047.12	
5/1/20	JEA Online Payment	\$2,820.45	
5/6/20	FPL Online Payment	\$2,046.23	
6/3/20	JEA Online Payment	\$5,619.27	
6/5/20	FPL Online Payment	\$1,938.97	
<b>Total</b>			<b>\$17,005.97</b>

AP300R  
\*\*\* CHECK NOS. 000165-000203

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/22/20  
HERON ISLES CDD - GENERAL FUND  
BANK B HERON ISLES - GF

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CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
4/02/20	00093	3/27/20	8 202003 310-51300-49000							*	100.00		
			SE 2017A-1 AMORT PREPAY							*	100.00		
		3/27/20	8 202003 310-51300-49000										
			SE 2017A-2 AMORT PREPAY										
									DISCLOSURE SERVICES, LLC			200.00	000165
4/02/20	00006	3/28/20	113797 202002 310-51300-31500							*	1,625.50		
			FEB GENERAL COUNSEL										
									HOPPING GREEN & SAMS			1,625.50	000166
4/02/20	00015	4/01/20	493649 202004 320-57200-46500							*	1,075.00		
			APR LAKE MAINTENANCE										
									THE LAKE DOCTORS, INC.			1,075.00	000167
4/09/20	00045	3/31/20	1965 202003 320-57200-46600							*	450.00		
			MAR JANITORIAL SERVICES										
		3/31/20	1965 202003 320-57200-46700							*	500.00		
			MAR TRASH PICK UP										
		3/31/20	1965 202003 320-57200-46000							*	120.00		
			MAR DEBLIS CLEAN UP										
									ALL REPAIRS & MAINTENANCE			1,070.00	000168
4/09/20	00014	4/01/20	192 202004 310-51300-34000							*	3,785.25		
			APR MANAGEMENT FEES										
		4/01/20	192 202004 310-51300-35110							*	41.67		
			APR WEBSITE ADMIN										
		4/01/20	192 202004 310-51300-35100							*	83.33		
			APR INFORM TECHNOLOGY										
		4/01/20	192 202004 310-51300-31300							*	125.00		
			APR DISSEMINATION SERVICE										
		4/01/20	192 202004 310-51300-51000							*	.33		
			OFFICE SUPPLIES										
		4/01/20	192 202004 310-51300-42000							*	32.38		
			POSTAGE										
		4/01/20	192 202004 310-51300-42500							*	5.85		
			COPIES										
		4/01/20	192 202004 310-51300-41000							*	17.42		
			TELEPHONE										
									GOVERNMENTAL MANAGEMENT SERVICES			4,091.23	000169
4/09/20	00062	3/16/20	03162020 202003 320-57200-34000							*	750.00		
			MAR MANAGEMENT FEE										
									LELAND MANAGEMENT INC			750.00	000170
4/09/20	00082	3/25/20	10100 202003 320-57200-46250							*	121.12		
			IRRIGATION REPAIR										
									MARTEX SERVICES			121.12	000171
									HIC -HERON ISLES - BPEREGRINO				

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\*\*\* CHECK NOS. 000165-000203

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/22/20  
HERON ISLES CDD - GENERAL FUND  
BANK B HERON ISLES - GF

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CHECK DATE	VEND#	..... INVOICE .....	... EXPENSED TO ...	VENDOR NAME	STATUS	AMOUNT	.... CHECK ....	AMOUNT #
		DATE	INVOICE	YRMO DPT ACCT# SUB SUBCLASS				
4/16/20	00082	4/01/20	10241	202004 320-57200-46200 SEASONAL FLOWERS INSTALL	MARTEX SERVICES	*	647.50	647.50 000172
4/30/20	00082	4/01/20	10242	202004 320-57200-46200 APR LANDSCAPE MAINTENANCE	MARTEX SERVICES	*	5,071.00	5,071.00 000173
4/30/20	00058	4/24/20	574500	202004 300-15500-10000 QUALIFYING CANDIDATES	NEWS LEADER	*	261.50	261.50 000174
5/07/20	00090	4/22/20	170904	202004 320-57200-46000 VINYL FENCE REPAIR	ALDEN CONTRACTING & SERVICES	*	220.00	220.00 000175
5/07/20	00045	4/30/20	15	202004 320-57200-46000 APR DEBRIS CLEAN UP	ALL REPAIRS & MAINTENANCE	*	120.00	120.00 000176
5/07/20	00045	4/30/20	16	202004 320-57200-46700 APR THASH PICK UP	ALL REPAIRS & MAINTENANCE	*	500.00	500.00 000177
5/07/20	00102	10/21/19	42841059	201910 320-57200-46000 PET WASTE SIGN	GREAT AMERICAN BUSINESS PRODUCTS	*	95.98	95.98 000178
5/07/20	00102	1/02/20	42863609	202001 320-57200-46000 STREET SIGNS	GREAT AMERICAN BUSINESS PRODUCTS	*	10.30	10.30 000179
5/07/20	00015	5/01/20	500134	202005 320-57200-46500 MAY LAKE MAINTENANCE	THE LAKE DOCTORS, INC.	*	1,075.00	1,075.00 000180
5/14/20	00113	4/20/20	349514	202004 310-51300-32200 AUDIT FYE 9/30/2019	BERGER, TOOMBS, ELAM, GAINES&FRANK	*	3,250.00	3,250.00 000181
5/14/20	00014	5/01/20	193	202005 310-51300-34000 MAY MANAGEMENT FEES		*	3,785.25	
		5/01/20	193	202005 310-51300-35110 MAY WEBSITE ADMIN		*	41.67	
		5/01/20	193	202005 310-51300-35100 MAY INFORM TECHNOLOGY		*	83.33	

HIC -HERON ISLES - BPEREGRINO

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/22/20  
HERON ISLES CDD - GENERAL FUND  
BANK B HERON ISLES - GF

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CHECK DATE	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME	STATUS	AMOUNT	....CHECK.....	AMOUNT	#
		DATE	INVOICE	YRMO DPT ACCT# SUB SUBCLASS					
		5/01/20	193	202005 310-51300-31300		*	125.00		
				MAY DISSEMINATION FEES					
		5/01/20	193	202005 310-51300-51000		*	.24		
				OFFCIE SUPPLIES					
		5/01/20	193	202005 310-51300-42000		*	4.00		
				POSTAGE					
		5/01/20	193	202005 310-51300-42500		*	37.65		
				COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			4,077.14	000182	
- - - - -	5/14/20	00006	4/30/20	114421 202003 310-51300-31500		*	658.50		
				MAR GENERAL COUNSEL					
				HOPPING GREEN & SAMS			658.50	000183	
- - - - -	5/14/20	00062	4/07/20	04072020 202004 320-57200-34000		*	750.00		
				APR MANAGEMENT FEE					
				LELAND MANAGEMENT INC			750.00	000184	
- - - - -	5/14/20	00082	5/01/20	10623 202005 320-57200-46200		*	5,071.00		
				MAY LANDSCAPE MAINTENANCE					
				MARTEX SERVICES			5,071.00	000185	
- - - - -	5/21/20	00003	5/12/20	70096882 202005 310-51300-42000		*	155.67		
				MAY FEDEX POSTAGE					
				FEDEX			155.67	000186	
- - - - -	5/21/20	00082	2/01/19	5433 201910 320-57200-46250		*	69.60		
				REPLACED IRRIGATION HEADS					
				MARTEX SERVICES			69.60	000187	
- - - - -	5/21/20	00082	7/22/19	7287 201910 320-57200-46250		*	427.88		
				REPAIR BROKEN LINES/POPUP					
				MARTEX SERVICES			427.88	000188	
- - - - -	5/21/20	00082	8/01/19	8014 201910 320-57200-46210		*	179.50		
				SEASONAL FLOWERS INSTALL					
				MARTEX SERVICES			179.50	000189	
- - - - -	5/21/20	00082	12/01/19	8917 201912 320-57200-46200		*	5,071.00		
				DEC LANDSCAPE MAINTENANCE					
				MARTEX SERVICES			5,071.00	000190	
- - - - -	5/21/20	00082	4/30/20	8588 202004 320-57200-46210		*	4,499.06		
				INSTALLED HARDWOOD MULCH					
				MARTEX SERVICES			4,499.06	000191	
- - - - -				HIC -HERON ISLES - BPEREGRINO					

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\*\*\* CHECK NOS. 000165-000203

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/22/20  
HERON ISLES CDD - GENERAL FUND  
BANK B HERON ISLES - GF

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CHECK DATE	VEND#	..... INVOICE .....	.... EXPENSED TO... DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.... CHECK .... AMOUNT	#
6/26/20	00082	4/30/20	8588	202004	320-57200-46210						V	4,499.06-		
			INSTALLED HARDWOOD MULCH							MARTEX SERVICES			4,499.06-000191	
5/21/20	00082	5/08/20	10744	202005	320-57200-46250						*	325.92		
			REPAIR CRACKED MAIN LINE							MARTEX SERVICES			325.92	000192
5/21/20	00082	5/18/20	10782	202005	320-57200-46250						*	468.00		
			WELL SYSTEM ANALYSIS							MARTEX SERVICES			468.00	000193
6/04/20	00006	5/31/20	115061	202004	310-51300-31500						*	849.50		
			APR GENERAL COUNSEL							HOPPING GREEN & SAMS			849.50	000194
6/04/20	00082	6/01/20	10913	202006	320-57200-46250						*	5,071.00		
			JUN LANDSCAPE MAINTENANCE							MARTEX SERVICES			5,071.00	000195
6/04/20	00058	4/29/20	575000	202004	310-51300-48000						*	386.25		
			NOTICE OF MEETING 5/7/20							NEWS LEADER			386.25	000196
6/04/20	00015	6/01/20	506332	202006	320-57200-46500						*	1,075.00		
			JUN LAKE MAINTENANCE							THE LAKE DOCTORS, INC.			1,075.00	000197
6/11/20	00045	5/31/20	36	202005	320-57200-46700						*	500.00		
			MAY TRASH PICK UP								*	120.00		
			5/31/20 36	202005	320-57200-46000						*	300.00		
			MAY DEBRIS CLEAN UP											
			5/31/20 36	202005	320-57200-46600						*			
			MAY JANITORIAL SERVICE											
										ALL REPAIRS & MAINTENANCE			920.00	000198
6/11/20	00014	6/01/20	194	202006	310-51300-34000						*	3,785.25		
			JUN MANAGEMENT FEES								*	41.67		
			6/01/20 194	202006	310-51300-35110						*			
			JUN WEBSITE ADMIN											
			6/01/20 194	202006	310-51300-35100						*	83.33		
			JUN INFORM TECHNOLOGY											
			6/01/20 194	202006	310-51300-31300						*	125.00		
			JUN DISSEMINATION SERVICE											
			6/01/20 194	202006	310-51300-51000						*	15.00		
			OFFICE SUPPLIES											

HIC -HERON ISLES - BPEREGRINO

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\*\*\* CHECK NOS. 000165-000203

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/22/20  
HERON ISLES CDD - GENERAL FUND  
BANK B HERON ISLES - GF

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CHECK DATE	VEND#	.....INVOICE..... DATE	....EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
6/01/20	194		202006	310-51300-42000					*	22.29		
		POSTAGE										
6/01/20	194		202006	310-51300-42500					*	106.65		
		COPIES						GOVERNMENTAL MANAGEMENT SERVICES			4,179.19	000199
6/11/20	00102	6/02/20	42912404	202006	320-57200-46000				*	20.60		
			STREET SIGN CROSS PIECE									
								GREAT AMERICAN BUSINESS PRODUCTS			20.60	000200
6/11/20	00062	5/31/20	05312020	202005	320-57200-34000				*	750.00		
			MAY MANAGEMENT FEE									
								LELAND MANAGEMENT INC			750.00	000201
6/25/20	00100	5/04/20	11924792	202005	320-57200-34800				*	241.00		
			TERMITE WARRANTY RECURING									
								BUG OUT SERVICES			241.00	000202
6/25/20	00082	6/24/20	11174	202006	320-57200-46250				*	80.50		
			IRRIGATION REPAIR									
								MARTEX SERVICES			80.50	000203
								TOTAL FOR BANK B		51,011.38		
								TOTAL FOR REGISTER		51,011.38		

HIC -HERON ISLES - BPEREGRINO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
6/04/20	00001	6/04/20	06042020	202006	600-20700-10000 DEPOSIT ERROR				TISON'S LANDING CDD	*	1,031.76	1,031.76	000001
TOTAL FOR BANK C													1,031.76
TOTAL FOR REGISTER													1,031.76

HIC -HERON ISLES - BPEREGRINO