

*Heron Isles
Community Development District*

February 3, 2021

AGENDA

Heron Isles Community Development District

475 West Town Place, Suite 114

St. Augustine, Florida 32092

www.HeronIslesCDD.com

January 27, 2021

Board of Supervisors
Heron Isles Community Development District
Call In #: 1-800-264-8432; Passcode: 433354

Dear Board Members:

The Heron Isles Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, February 3, 2021 at 6:00 p.m. at the Story and Song Bookstore Bistro, 1430 Park Avenue, Fernandina Beach, Florida.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Organizational Matters
 - A. Oath of Office for Newly Elected Supervisors
 - B. Consideration of Appointing a New Supervisor to Fill Seat 5 Vacancy
 - C. Oath of Office for Newly Appointed Supervisor
 - D. General Information for New Supervisors
 - E. Consideration of Resolution 2021-03, Designating Officers
- IV. Consideration of Proposed Utility Easement to Accommodate Blackrock Cove
- V. Consideration of Resolution 2021-04, Changing the Designated Registered Agent
- VI. Consideration of Addendum to Amenity Rental Agreement
- VII. Approval of Consent Agenda
 - A. Approval of the Minutes of the November 5, 2020 Meeting
 - B. Financial Statements

- C. Assessment Receipts Schedule
 - D. Check Register
 - E. Ratification of Agreement with Riverside Management Services for Facility Maintenance Services
 - F. Ratification of E-Verify Memorandum of Understanding
- VIII. Staff Reports
- A. District Counsel – Consideration of Hopping Green & Sams Rate Increase Letter
 - B. District Engineer
 - C. District Manager – Consideration of Revision to Meeting Schedule
 - D. Property Manager
 - 1. Report
 - 2. Consideration of Proposal for Meeting and Coronavirus Awareness Signs
- IX. Supervisors' Requests and Public Comment
- X. Next Scheduled Meeting – May 6, 2021 at 10:30 a.m. Location to be determined.
- XI. Adjournment

THIRD ORDER OF BUSINESS

B.

Nicole Reams

96445 Commodore Point Dr
Yulee FL 32097
904.556.0802
NicoleReamsRealEstate@gmail.com

1 January 2021

Ernesto Torres

District Manager, Heron Isles Community Development District

etorres@gmsnf.com

Please accept the enclosed as my application for the currently vacated Heron Isles Community Development District seat. I have been a homeowner within the Heron Isles Development and a registered voter in Nassau County since building my home in Phase II in 2015. As a Top Producing REALTOR in Nassau County, I have gained knowledge on most of the local communities, as well as knowledge and experience with county land and home regulations. Over the past 6 years, I have built relationships within several organizations that provide connections and expertise I believe is beneficial to serving on the CDD Board of Supervisors.

For the past year I have served on the Heron Isles Owners Association Board of Directors, working diligently to improve the morale and reputation of our community, correct long neglected issues and rebuild relationships and trust among the neighbors. We have seen great improvement over the past year, and I am optimistic about the direction our community is headed! During my time with the BOD, I have noticed a general misunderstanding by the owners of the roles and purpose of the HOA, BOD and CDD that often causes conflict. I believe that better communication and collaboration between the two would minimize these types of problems. It would encourage unity in the community, support for the boards and create a safer and happier neighborhood as a whole. I believe that I have built the trust and relationships to bridge the gap between the owners and the boards that serve them.

I appreciate your consideration and look forward to working to educate our neighbors on how together we can improve Heron Isles and make our neighborhood a true community.

Sincerely,

Nicole Reams

Nicole Reams

96445 Commodore Point Dr

Yulee FL 32097

904.556.0802

NicoleReamsRealEstate@gmail.com

MEMBERSHIPS & AFFILIATIONS

Ambassador - AIFBY Greater Nassau County Chamber of Commerce

Top Producer - Amelia Island Nassau County Association of REALTORS

National Ambassador - Lynch Syndrome International

Board of Directors - Heron Isles Owners Association

Celebration Church Amelia Island

Nassau County School District

VA Hometown Hero Project

Rotary International

Network of Women

Water Mission

E.

RESOLUTION 2021-03

**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 3RD DAY OF FEBRUARY, 2021.

ATTEST

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

30' UTILITY EASEMENT PURCHASE

PURCHASER/GRANTEE: Blackrock Cove Nassau, LLC

SELLER/GRANTOR: Heron Isles Community Development District

EASEMENT: 30' wide by approximately 675' (see attached)

CONSIDERATION: \$30,000 for force main easement, and,
\$30,000 for water main easement

CONDITIONS:

1. Subject to JEA approval;
2. Subject to St Johns River Water Management District (SJRWMD) approval;
3. Subject to SJRWMD release of Conservation Easement;
4. Grantee to reimburse Heron Isles CDD for District Counsel, District Engineer and other review fees up to a total of \$5,000.00; and,
5. Grantee shall be responsible for any cost related to SJRWMD releasing the Conservation Easement, including but not limited to wetland mitigation, legal fees and survey fees.

Approved by:

BLACKROCK COVE NASSAU, LLC

Rick Ward 1/19/21

Grantee

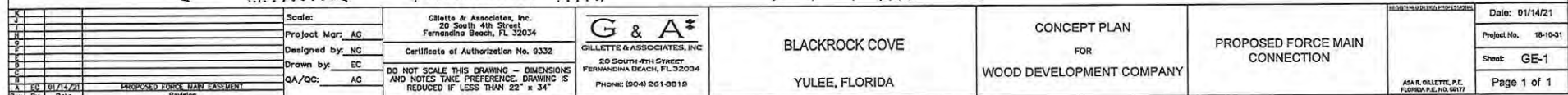
Date

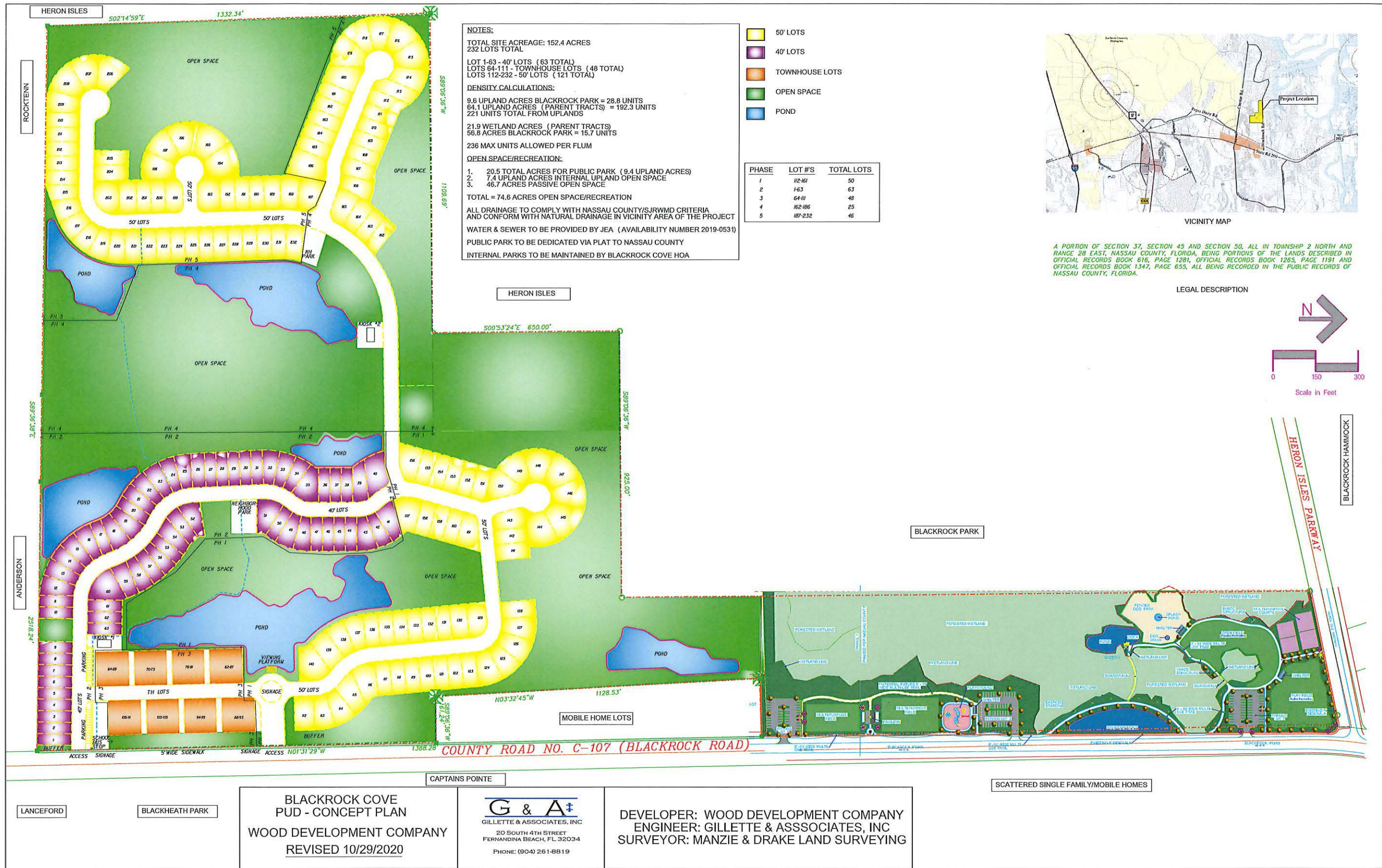
Approved by:

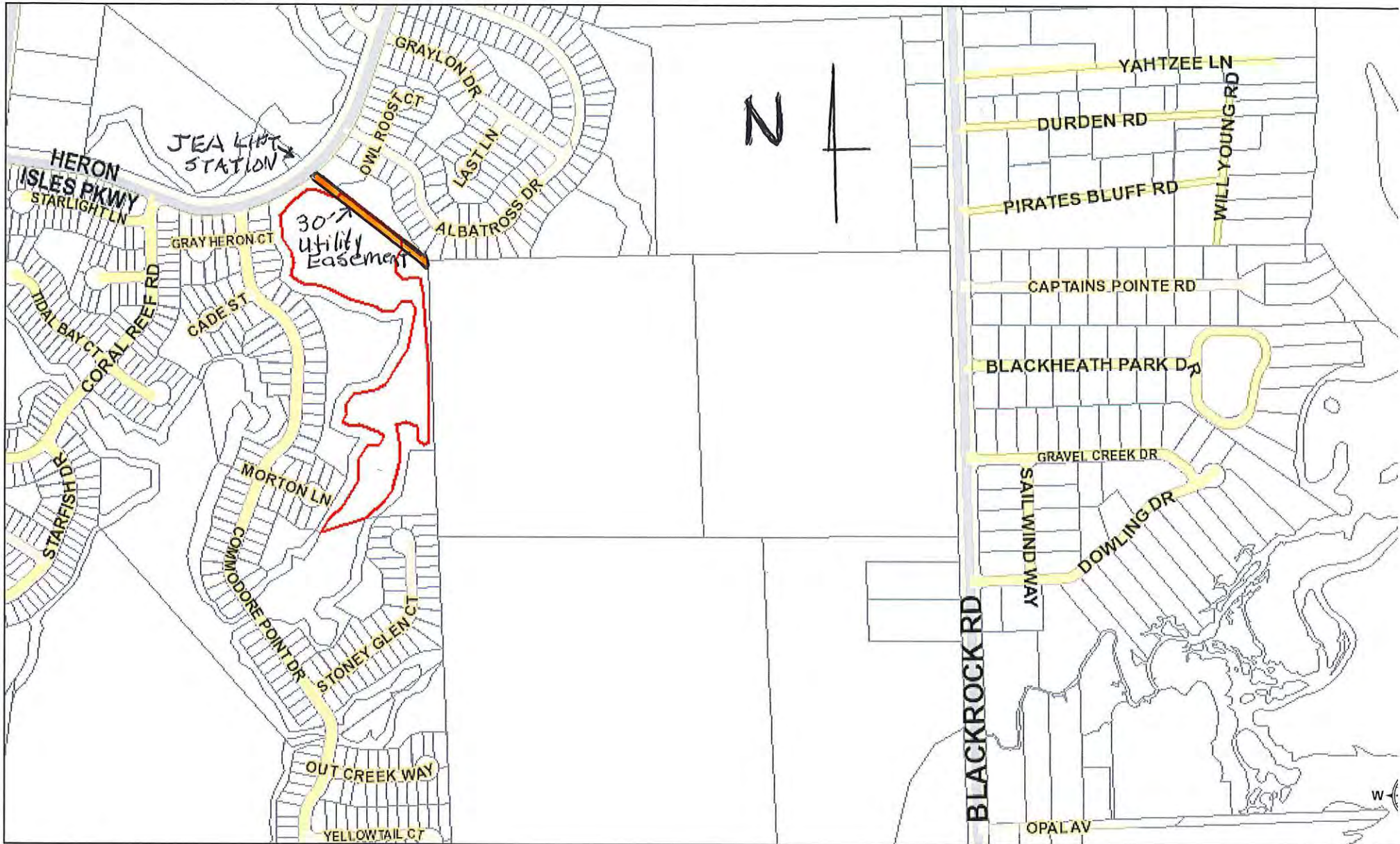
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

Grantor

Date

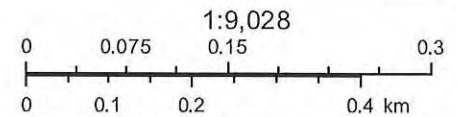




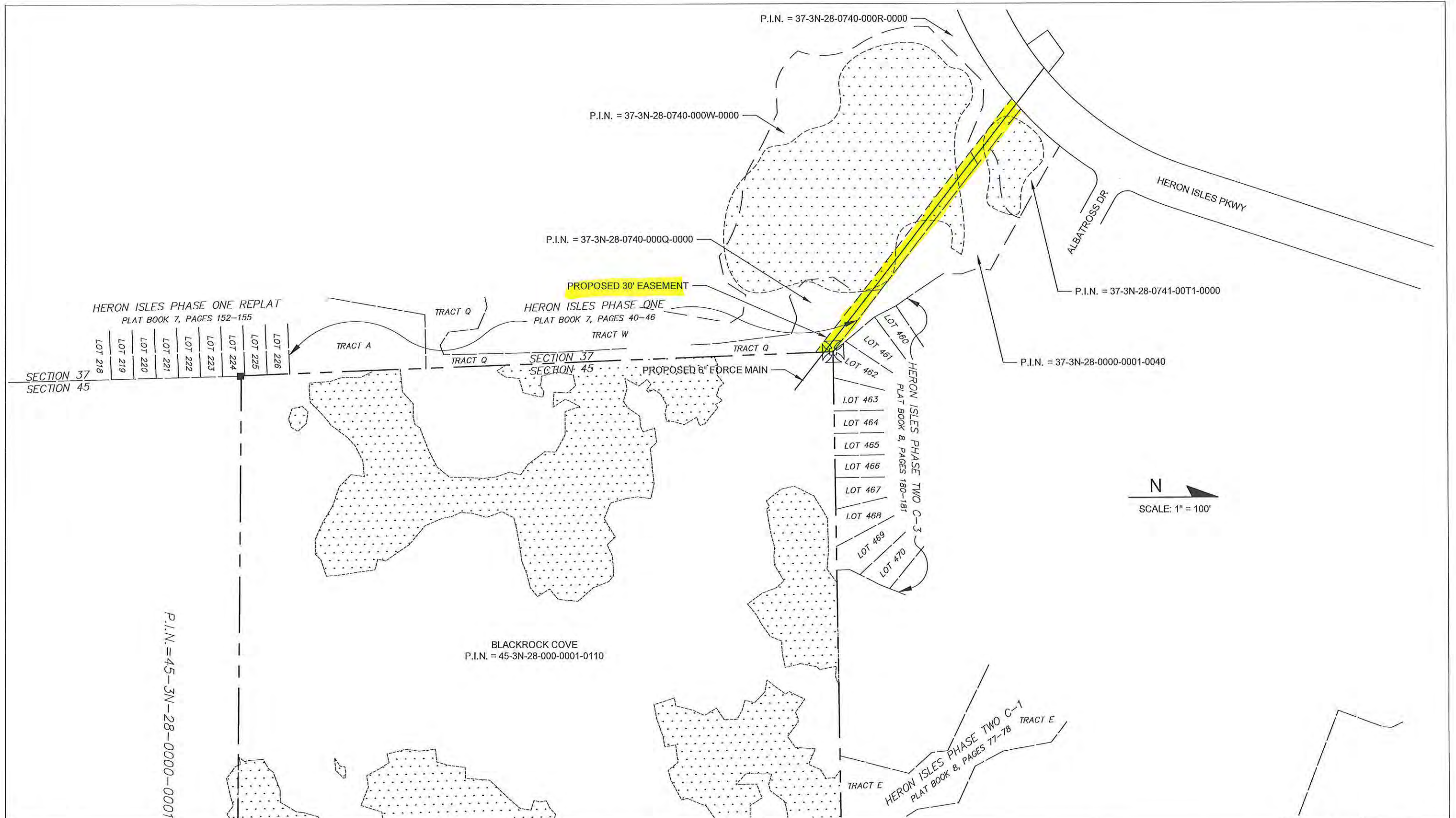



January 18, 2021

MAP SHOWING
30' Utility Easement



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), OpenStreetMap contributors, and the GIS User Community



K					Scale:	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034	 GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819	BLACKROCK COVE	YULEE, FLORIDA	CONCEPT PLAN FOR WOOD DEVELOPMENT COMPANY	PROPOSED FORCE MAIN CONNECTION	<div>REGISTERED DESIGN PROFESSIONAL</div> <div>ASA R. GILLETTE, P.E. FLORIDA P.E. NO. 56177</div>	Date: 01/14/21
J					Project Mgr: AG								Project No. 18-10-31
I					Designed by: NG								Sheet: GE-1
H					Drawn by: EC	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"							Page 1 of 1
G					QA/QC: AG								
F													
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A	EC	01/14/21		PROPOSED FORCE MAIN EASEMENT									
Rev.	By	Date		Revision									

FIFTH ORDER OF BUSINESS

RESOLUTION 2021-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE HERON ISLES COMMUNITY DEVELOPMENT
DISTRICT AUTHORIZING AND APPROVING A CHANGE
OF DESIGNATED REGISTERED AGENT AND
REGISTERED OFFICE.**

WHEREAS, the 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 Nassau County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Roy Van Wyk is hereby designated as Registered Agent for the Heron Isles Community Development District.

Section 2. The District's Registered Office shall be located at Hopping Green & Sams, P.A., 119 S. Monroe Street, Suite 300, Tallahassee, Florida 32301.

Section 3. In accordance with Section 189.014(1), *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with Nassau County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective on February 3, 2021.

PASSED AND ADOPTED THIS 3RD DAY OF FEBRUARY, 2021.

ATTEST:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SIXTH ORDER OF BUSINESS

**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT
ADDENDUM TO AMENITY RENTAL AGREEMENT – COVID-19**

Please read carefully. This Addendum (“Addendum”) modifies the terms of the Amenity Rental Agreement (“Agreement”), including but not limited to imposing capacity maximums, imposing additional cleaning obligations, allowing the District to cancel the event at any time, and setting forth indemnification, release, and waiver obligations, for the event on the date listed below (“Rental Event”).

Name of Applicant: _____

Home Address: _____ **Email:** _____

Phone #: _____ **Rental Area:** _____

Date of Rental Event: _____ **Type of Event:** _____

Number of Guests expected to attend the event: _____

1. **Maximum Capacity.** The maximum capacity for the event shall be 50 people. Any number of guests that would exceed the maximum capacity required approval from the Heron Isles CDD prior to the event. Notwithstanding such maximum capacities, the Applicant is responsible for ensuring all guests are able to observe appropriate social distancing or wear masks if social distancing is not possible.
2. **Social Distancing.** The Applicant acknowledges that the District is not responsible for ensuring that social distancing or other health precautions are observed during the Rental Event. The Applicant is solely responsible for encouraging guests to maintain appropriate social distancing and to wear masks if social distancing is not possible, as well as for ensuring that guests comply with any federal, state, and local requirements.
3. **Guest Screening.** Before allowing any individual attending the Rental Event as a guest of the Applicant, to access the Rental Area for purposes of participation in the event hosted under the Agreement, the Applicant expressly acknowledges and agrees that Applicant is required ask each individual the screening questions below.

Applicant further acknowledges and agrees that if the answer to any of the questions below is “yes,” Applicant shall be required to prevent that individual from attending the Rental Event or otherwise accessing the Rental Area:

- a. Do you have or have you had in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or diarrhea? Yes ___ No ___
- b. Have you been in close contact (within 6 feet for at least 15 minutes) with anyone with the above symptoms? Yes ___ No ___ If Yes, Date: _____
- c. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days? Yes ___ No ___
- d. Have you tested positive for or otherwise been exposed to anyone who is currently waiting for COVID-19 test results? Yes ___ No ___
If yes, date of testing: _____ Has time period of 14 days passed? Yes ___ No ___
- e. Have you traveled internationally or been on a cruise during the past 14 days? Yes ___ No ___
- f. Have you traveled to an out-of-state hotspot or to an in-state hotspot during the past 14 days? Yes ___ No ___ If Yes, Date: _____

- 4. Cleaning and Sanitizing.** Though the District's Amenity Facilities are being cleaned and sanitized on a routine basis, the Applicant is responsible for cleaning and sanitizing the areas used before and after the Rental Event. [Cleaning supplies will not be provided and completion of cleaning protocols will be verified by staff.] Failure to clean the Rental Area will result in a forfeiture of the event deposit.
- 5. Cancellation.** The Applicant acknowledges that the District may cancel any scheduled event immediately for any reason or no reason, including but not limited to a reported positive case of COVID-19 at the Amenity Facilities, an increase in COVID-19 cases in the community at large, or governmental orders or policies making it impractical, infeasible, or inadvisable to allow group activities or events at the District's Amenity Facilities. District staff shall notify the Applicant as soon as practicable of any cancellation. Applicant expressly acknowledges and agrees that in the event of any such cancellation, the District shall not be responsible for any costs incurred by the Applicant or otherwise resulting from or related to cancellation of the Rental Event. Notwithstanding the foregoing, any rental or deposit fees paid to the District by the Applicant shall be returned to the Applicant if the District cancels the Rental Event.
- 6. Indemnification, Release, and Waiver.** The Applicant acknowledges that although the District has taken reasonable steps to protect users of its Amenity Facilities from exposure to COVID-19, including the requirement to adhere to the protocols set forth in this Addendum, there may nevertheless be a risk of exposure to COVID-19 for the Applicant and his/her attendees. The Applicant assumes any such risk that may arise therefrom on behalf of itself and its attendees, to the fullest extent permitted by law. Applicant agrees that its indemnification, defense, and hold harmless obligations under the Agreement apply fully and without limitation to any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions, and judicial decrees (including without limitation, costs and reasonable attorney's fees for the District's legal counsel of choice, whether at trial or on appeal), arising from any negative health effects suffered by the Applicant or any other individual present at the Rental Event related to COVID-19 in connection with the use of the District's Amenity Facilities under the Agreement and this Addendum. Applicant further agrees to release the District and its Supervisors, officers, directors, consultants, and staff from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of or in connection with (a) Applicant's hosting of the Rental Event and use of the District's Amenity Facilities, (b) a failure to comply with the measures imposed by District, (c) a failure to comply with local, state, and federal laws and policies, procedures, and the District amenity rules; and (d) any damage, injury, illness or death related to Applicant's use of the District's Amenity Facilities. This is in addition to, and not in lieu of, the indemnification and release obligations set forth in the Agreement.

By signing below, I acknowledge that I have read, understand, and agree to comply with the requirements of the Agreement and this Addendum, and that I am 18 years of age or older.

Signature: _____

Print Name: _____ Date: _____

SEVENTH ORDER OF BUSINESS

A.

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, November 5, 2020 at 10:30 a.m. at the Story and Song Bookstore Bistro, 1430 Park Avenue, Fernandina Beach, Florida.

Present and constituting a quorum were:

Ricky Rowell	Chairman (by phone)
Don Lyons	Vice Chairman
Robert Martyn	Supervisor
Kathy Blessing	Supervisor
Wayne Couch	Supervisor

Also present were:

Ernesto Torres	District Manager
Roy Van Wyk	District Counsel
Luanne Smith	Associa Community Management Services
David Hoffman	Heron Isles HOA

The following is a summary of the discussion and actions taken at the November 5, 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. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes

A. August 6, 2020 Meeting

B. September 9, 2020 Special Meeting

There were no comments or corrections to the minutes.

On MOTION by Mr. Lyons seconded by Mr. Martyn with all in favor the minutes of the August 6, 2020 Board of Supervisors meeting and the September 9, 2020 special meeting were approved as presented.

FOURTH ORDER OF BUSINESS**Ratification of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for the Fiscal Year 2020 Audit**

Mr. Torres stated the Board of Supervisors convened as the audit committee several months ago and made a recommendation and the Board approved the recommendation to engage Berger, Toombs, Elam, Gaines & Frank as the auditor for the District. This is the engagement letter that has already been signed by me and sent back to the audit firm.

On MOTION by Mr. Martyn seconded by Mr. Rowell with all in favor Berger Toombs Elam Gaines and Frank's engagement letter for the fiscal year 2020 audit was ratified.

FIFTH ORDER OF BUSINESS**Consideration of Proposals for Field Operations Services**

- A. First Coast CMS, LLC**
- B. Riverside Management Services, Inc.**
- C. Associa Community Management Services (provided under separate cover)**

Mr. Torres stated several weeks ago Leland Management gave us notice that they would be discontinuing their services of field operations to the District effective October 31st. There are two proposals in your agenda package for you to consider today and a couple of days ago Luanne called to introduce herself as the new company that is transitioning on the HOA side and she indicated they would also be interested in providing the operations part as Leland was as well so I emailed that proposal to all of you. The proposed fees are within our budget. Whoever is selected we would ask District Counsel to prepare an agreement.

Ms. Blessing stated I don't think we should have the same management company as the homeowner's association because we don't want to be put in this position again and I think we have a much smaller footprint.

Mr. Rowell stated I agree with that.

Ms. Blessing stated the other two both look like good companies.

Mr. Rowell asked have you been in contact with them and the person that's going to be our property manager will not be overloaded, correct?

Mr. Torres responded correct.

On MOTION by Mr. Rowell seconded by Mr. Martyn with all in favor the proposal from Riverside Management Services, Inc. was approved.

SIXTH ORDER OF BUSINESS

Discussion on Re-Opening District Facilities for Rentals and Regular Use

Mr. Torres stated when I was working with Leland Management, we received correspondence from a resident who wanted to rent the pavilion for a party. At the last meeting we did not approve reopening of the facilities because we were concerned with the capacity level and maintaining social distancing, so we left things the way they are, so I'm bringing this back to the Board to see how you feel now. If there's no change, that's fine, we will continue to enforce that.

Mr. Rowell stated I would like to hear from District Counsel on what they recommend and what other communities are doing.

Mr. Van Wyk stated I believe the majority of them have decided to reopen now that we're in phase three. Some of them are requiring indemnification signatures from each individual who wants to use the property, but the majority have returned to normal operations with notices, hand sanitizer out, and signs saying please wear a mask and that type of thing. Barring any local restrictions, there would be nothing preventing you from opening it up.

Following a discussion among the Board, a motion was made to reopen the facilities with Mr. Rowell requesting that District Counsel draft a waiver of liability for any rentals of the facilities.

On MOTION by Mr. Rowell seconded by Mr. Lyons with all in favor reopening the District facilities subject to a waiver of liability for any rentals of the facilities was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-01, Declaring a Vacancy in Seat 5

Mr. Torres stated I've had a conversation with Ricky about this. This his seat for which he did not qualify so we will ask the Board to approve this resolution declaring the seat vacant

effective November 17, 2020 and at that point we will seek letters of interest from the community and bring those back to the Board at the next meeting for an appointment.

On MOTION by Mr. Lyons seconded by Ms. Blessing with all in favor Resolution 2021-01, declaring a vacancy in seat 5 was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2021-02, Amending the Fiscal Year 2020 Capital Reserve Fund Budget

Mr. Torres stated the budget amendment balances out the budget, and this is amending your capital reserve fund budget for fiscal year 2020.

On MOTION by Ms. Blessing seconded by Mr. Martyn with all in favor Resolution 2021-02, amending the fiscal year 2020 capital reserve fund budget was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

The Board held a moment of silence for Mr. Jason Walters who served as District Counsel for many years. Mr. Van Wyk reported that Ms. Sarah Warren would be taking over District Counsel duties in the future and clarified any open items that still need to be taken care of on their end; one of which being the need for a license agreement to be drafted for a Little Library placement within the community.

B. District Engineer

Mr. Lyons stated JEA and FPL both came over to Coral Reef and mapped out the electric and water lines where the sinkhole is. Nothing has been done to the sinkhole. I had a question for the engineer just to ask if there were any plans on rectifying that problem. There is also a sinkhole in the yard across the street from it.

Mr. Torres stated I will give the engineer a call.

C. District Manager

Ms. Blessing asked for an updated on the status of the well project. Mr. Torres noted the installation should be complete within a few weeks.

D. Property Manager

There being none, the next item followed.

TENTH ORDER OF BUSINESS**Supervisor's Requests and Audience Comments****Audience Comments**

Mr. Greg Watson, 85078 Furtherview Court, stated my wife and I were walking to check the mail the other day and a lady had fallen. She had parked in the concrete parking space near the mailboxes. On both sides people were pulling in and it's not wide enough so it's creating ruts and she had got her heel caught in that rut, fell down and cut herself a couple times on her hand and put a lump on her head. I'm just thinking for safety reasons, maybe we want to widen that. Secondly, so I understand, resumes will be accepted for seat 5 at this time?

Mr. Torres stated yes, after this meeting we will send an announcement out and it will have a cutoff period.

Mr. David Hoffman, 96425 Commodore Point, stated I've had several quick issues that I don't know if they've gotten taken care of by Cheryl. The sidewalks on Commodore; they were supposed to be repaired. On the agenda in the past there's been a discussion on moving of the mailboxes. I hope that's a dead issue. I have talked extensively with the manager over at the postal service and he said since that is a contract service that it's not going to happen. I put in a work order through Dee to fix the lights, particularly the sign at the end of Commodore Point where the lights are broken, and she said she had something working, but I don't know what happens when you change companies. The last thing I wanted to ask about was the fence beyond the traffic circle that people were complaining about.

Mr. Torres asked for clarification on the lights, were they streetlights?

Mr. David Hoffman responded no, the lights that shine on the Heron Isles sign. Half of them around the neighborhood are broken, but one at Commodore in particular is broken off.

Mr. Couch asked if a list could be created of repairs and projects needed throughout the community.

Mr. Torres stated we will add the landscape lighting to the list given to the new field operations manager right away. We've had that issue for several months now.

Ms. Smith stated through our HOA we have a town square platform which allows residents to get online and tell us what's wrong and they can do it 24/7 and it will come straight to me.

Supervisors' Requests

Mr. Martyn asked was the easement at the end of Commodore Point ever resolved? I've seen the landscape people and Lake Doctors people there, but I don't think those fences are far enough apart that they can get down there and Cheryl was working on that.

Mr. Torres stated this was an issue that was being handled with Leland Management because they approved the gentleman to block the easement with the fence. On the other property there is an easement as well, but it's also blocked and the homeowner has allowed passage through his gate, so all the details have not been worked out with that. Eventually once we're staffed completely again, we are going to have to look at that and perhaps enforce the easement encroachment and no party is going to win on that one.

Mr. Martyn stated the K-Turn the signs still haven't been moved nor has the turnaround sign been put up.

Mr. Torres stated I'll add that to the list along with the landscape lights.

Mr. Lyons stated I wanted to go back and readdress the issue you were talking about with the lady that fell. What is your recommendation to fix that problem?

Mr. Greg Watson stated I think you're going to have to pour more concrete. Even if you filled in the rut with dirt the rain and cars are going to create another rut. The only way to fix it is to concrete both sides.

Mr. Torres stated I'll go by there today and take pictures of it and send it to our engineer to get his recommendations and bring it back to the board.

Mr. Greg Watson suggested approving a not to exceed amount to get the repairs completed prior to the next meeting and the Board made the following motion.

On MOTION by Mr. Lyons seconded by Mr. Rowell with all in favor an amount not to exceed \$3,500 for concrete or asphalt repairs at the mail kiosk parking area was approved.
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Mr. Couch asked the three new houses that they're building on the corner of Graylon and Heron Isles Parkway, how are they getting into the system with the assessments? I know this sheet says 748 homes are assessed and now it's going to be 751.

Mr. Torres stated whether there is a house there or not, it's assessed so there's no additional revenue that is going to be gained by it. We don't need to do anything.

Mr. Couch informed the Board there will be a public hearing regarding the new subdivision that is going to be at the corner of Black Rock and Heron Isles Parkway and a traffic study will be discussed, however the traffic study does not address Heron Isles Parkway.

Ms. Blessing asked if new flowers could be installed at the front entrance. Mr. Torres responded we have a landscape contingency line. We can address that.

ELEVENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet & Income Statement

Mr. Torres gave an overview of the financial statements, copies of which were included in the agenda package.

B. Assessment Receipt Schedule

A copy of the assessment receipts schedule reflecting the District being collected at 101% was included in the agenda package.

C. Approval of Check Register

A copy of the check register totaling \$78,244.41 was included in the agenda package.

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

Ms. Blessing stated I'd like for the engineer to take a look at the road system to give us some kind of estimate. It would be nice to have when we're looking at capital funding for future years because that's a major expense we're going to have. Mr. Torres stated I will talk to him about it.

TWELFTH ORDER OF BUSINESS

**Next Scheduled Meeting – February 4, 2021
at 6:00 p.m. Location to be determined.**

THIRTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

HERON ISLES

**Community Development District
Unaudited Financial Statements
as of
December 31, 2020**

**Meeting Date
February 3, 2021**

Heron Isles
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
December 31, 2020

	<u>General</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	<u>Total Governmental Funds</u>
ASSETS:				
Cash - Wells Fargo	\$147,021	---	\$65,370	\$212,391
State Board	\$213	---	\$2,001	\$2,213
Custody-Reserves	\$753	---	---	\$753
Custody-Excess Funds	\$275,823	---	---	\$275,823
Investments:				
Series 2017A-1				
Revenue	---	\$215,324	---	\$215,324
Excess Revenue	---	\$999	---	\$999
Series 2017A-2				
Reserve	---	\$33,875	---	\$33,875
Prepayment	---	---	---	\$0
Electric Deposits	\$1,580	---	---	\$1,580
TOTAL ASSETS	<u><u>\$425,389</u></u>	<u><u>\$250,199</u></u>	<u><u>\$67,370</u></u>	<u><u>\$742,958</u></u>
LIABILITIES:				
Accounts Payable	\$36,180	---	\$0	\$36,180
FUND BALANCES:				
Restricted for Debt Service	---	\$250,199	---	\$250,199
Restricted for Capital Reserve	---	---	\$67,370	\$67,370
Nonspendable	\$1,580	---	---	\$1,580
Assigned	\$0	---	---	\$0
Unassigned	\$387,629	---	---	\$387,629
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	<u><u>\$425,389</u></u>	<u><u>\$250,199</u></u>	<u><u>\$67,370</u></u>	<u><u>\$742,958</u></u>

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 12/31/20

	ADOPTED BUDGET	PRORATED BUDGET Thru 12/31/20	ACTUAL Thru 12/31/20	VARIANCE
<u>Revenues</u>				
Assessments - On Roll	\$412,343	\$399,807	\$399,807	\$0
Interest/Misc Revenue	\$400	\$100	\$1	(\$99)
Access Key Cards	\$100	\$25	\$0	(\$25)
<i>Total Revenues</i>	\$412,843	\$399,932	\$399,808	(\$124)
<u>Expenditures</u>				
<u>Administrative</u>				
Supervisor Fees	\$6,000	\$1,500	\$800	\$700
FICA Expense	\$459	\$115	\$61	\$54
Engineering	\$4,000	\$1,000	\$0	\$1,000
Assessment Roll	\$7,500	\$7,500	\$7,500	\$0
Dissemination	\$1,500	\$375	\$375	\$0
Attorney	\$15,000	\$3,750	\$2,307	\$1,443
Annual Audit	\$3,250	\$0	\$0	\$0
Trustee Fees	\$3,800	\$0	\$0	\$0
Management Fees	\$45,423	\$11,356	\$11,356	\$0
Computer Time	\$1,000	\$250	\$250	\$0
Website Compliance	\$1,700	\$425	\$125	\$300
Telephone	\$200	\$50	\$0	\$50
Postage	\$800	\$200	\$110	\$90
Printing & Binding	\$1,500	\$375	\$108	\$267
Rental & Leases	\$120	\$30	\$0	\$30
Meeting Room Rental	\$1,000	\$250	\$150	\$100
Insurance	\$13,629	\$13,629	\$13,321	\$308
Legal Advertising	\$5,350	\$1,338	\$318	\$1,020
Other Current Charges	\$7,000	\$6,816	\$6,816	\$0
Office Supplies	\$100	\$25	\$14	\$11
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<i>Total Administrative Expenditures</i>	\$119,506	\$49,158	\$43,786	\$5,372
<u>Utilities</u>				
Electric	\$31,740	\$7,935	\$6,006	\$1,929
Water & Sewer	\$64,000	\$16,000	\$15,266	\$734
<i>Total Utilities</i>	\$95,740	\$23,935	\$21,272	\$2,663

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 12/31/20

	ADOPTED BUDGET	PRORATED BUDGET Thru 12/31/20	ACTUAL Thru 12/31/20	VARIANCE
Expenditures				
<u>Contract Services</u>				
Landscape Maintenance	\$60,852	\$15,213	\$15,213	\$0
Landscape Contingency	\$15,000	\$3,750	\$648	\$3,103
Irrigation Maintenance	\$3,000	\$750	\$576	\$174
Lake Maintenance	\$12,900	\$3,225	\$3,225	\$0
Janitorial Services	\$7,200	\$1,800	\$1,800	\$0
Trash Removal Services	\$7,440	\$1,860	\$1,860	\$0
Management Company	\$11,220	\$2,805	\$2,306	\$499
Pest Control Services	\$250	\$63	\$0	\$63
Holiday Decorations	\$1,500	\$0	\$0	\$0
Total Contract Services	\$119,362	\$29,466	\$25,628	\$3,838
<u>Repairs & Maintenance</u>				
Facility Repairs	\$15,000	\$3,750	\$0	\$3,750
Misc Repairs & Maintenance	\$0	\$0	\$1,408	(\$1,408)
Total Repairs & Maintenance	\$15,000	\$3,750	\$1,408	\$2,342
<u>Reserves</u>				
Capital Reserve	\$43,236	\$43,236	\$43,236	\$0
Capital Project Improvements	\$20,000	\$20,000	\$59,560	(\$39,560)
Total Reserves	\$63,236	\$63,236	\$102,796	(\$39,560)
TOTAL EXPENDITURES	\$412,843	\$169,544	\$194,889	(\$25,345)
EXCESS REVENUES (EXPENDITURES)	(\$0)		\$204,919	
FUND BALANCE - Beginning	\$0		\$184,291	
FUND BALANCE - Ending	(\$0)		\$389,209	

COMMUNITY DEVELOPMENT DISTRICT

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>REVENUES:</u>													
Maintenance Assessments	\$1,606	\$22,143	\$376,058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$399,807
Interest Income	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$1,606	\$22,143	\$376,058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$399,808
<u>EXPENDITURES:</u>													
<u>Administrative:</u>													
Supervisors	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
FICA Expense	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$0	\$2,307	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,307
Dissemination	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,356
Computer Time	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Website Administration	\$42	\$42	\$42	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$75	\$6	\$29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110
Printing & Binding	\$7	\$65	\$37	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108
Rental & Leases	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$13,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,321
Legal Advertising	\$318	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$318
Other Current Charges	\$39	\$6,642	\$134	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,816
Meeting Room Rental	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
Office Supplies	\$1	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$25,471	\$14,079	\$4,236	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,786
<u>Maintenance:</u>													
Electric	\$2,001	\$2,002	\$2,003	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,006
Water & Sewer	\$5,438	\$5,306	\$4,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,266
Landscape Maintenance	\$5,071	\$5,071	\$5,071	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,213
Landscape Contingency	\$0	\$648	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$648
Irrigation Repairs	\$290	\$0	\$286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$576
Lake Maintenance	\$1,075	\$1,075	\$1,075	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,225
Janitorial	\$600	\$600	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800
Trash Removal Services	\$620	\$620	\$620	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,860
Management Company	\$935	\$436	\$935	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,306
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Misc Repairs & Maintenance	\$0	\$0	\$1,408	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,408
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$16,030	\$15,758	\$16,519	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,307
Total Expenditures	\$41,501	\$29,837	\$20,756	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,093
<u>TOTAL OTHER SOURCES AND USES</u>													
Capital Reserve	\$0	\$0	\$43,236	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,236
Capital Project Improvements	\$33,960	\$0	\$25,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,560
Total Other Sources and Uses	\$33,960	\$0	\$68,836	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,796
Excess Revenues (Expenditures)	(\$5,934)	(\$7,694)	\$424,139	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$204,919

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2017
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 12/31/20

	ADOPTED BUDGET	PRORATED BUDGET Thru 12/31/20	ACTUAL Thru 12/31/20	VARIANCE
<u>Revenues</u>				
Special Assessments - On Roll	\$233,370	\$216,192	\$216,192	\$0
Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$1	\$1
<i>Total Revenues</i>	\$233,370	\$216,192	\$216,193	\$1
<u>Expenditures</u>				
<u>Series 2017A1</u>				
Interest - 11/1	\$27,247	\$27,247	\$27,247	\$0
Special Call - 11/1	\$0	\$0	\$15,000	(\$15,000)
Interest - 5/1	\$27,247	\$0	\$0	\$0
Principal - 5/1	\$100,000	\$0	\$0	\$0
Special Call - 5/1	\$0	\$0	\$0	\$0
<u>Series 2017A2</u>				
Interest - 11/1	\$18,000	\$18,000	\$18,000	\$0
Special Call - 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest - 5/1	\$18,000	\$0	\$0	\$0
Principal - 5/1	\$30,000	\$0	\$0	\$0
Special Call - 5/1	\$0	\$0	\$0	\$0
<i>Total Expenditures</i>	\$220,494	\$45,247	\$65,247	(\$20,000)
<u>Other Sources/(Uses)</u>				
Interfund Transfer In(Out)	\$0	\$0	\$0	\$0
<i>Total Other Sources/(Uses)</i>	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	<u>\$12,876</u>		<u>\$150,947</u>	
FUND BALANCE - Beginning	\$60,264		\$99,252	
FUND BALANCE - Ending	<u><u>\$73,139</u></u>		<u><u>\$250,199</u></u>	

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL RESERVE

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 12/31/20

	ADOPTED BUDGET	PRORATED BUDGET Thru 12/31/20	ACTUAL Thru 12/31/20	VARIANCE
<u>Revenues</u>				
Capital Reserve Transfer In	\$43,236	\$43,236	\$43,236	\$0
Interest Income	\$50	\$13	\$1	(\$12)
<i>Total Revenues</i>	<u>\$43,286</u>	<u>\$43,249</u>	<u>\$43,237</u>	<u>(\$12)</u>
<u>Total Revenues</u>				
Capital Outlay	\$20,000	\$5,000	\$0	\$5,000
Repair & Maintenance	\$0	\$0	\$3,469	(\$3,469)
Other Current Charges	\$500	\$0	\$67	(\$67)
<i>Total Expenditures</i>	<u>\$20,500</u>	<u>\$5,000</u>	<u>\$3,536</u>	<u>\$1,464</u>
EXCESS REVENUES (EXPENDITURES)	<u>\$22,786</u>		<u>\$39,700</u>	
FUND BALANCE - Beginning	\$35,552		\$27,670	
FUND BALANCE - Ending	<u><u>\$58,338</u></u>		<u><u>\$67,370</u></u>	

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)
Less: November 1, 2020 (Prepayment)	(\$15,000)

Current Bonds Outstanding	\$1,890,000
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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)
Less: November 1, 2020 (Prepayment)	(\$5,000)

Current Bonds Outstanding	\$715,000
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C.

HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021 ASSESSMENT RECEIPTS SUMMARY

ASSESSED	# UNITS ASSESSED	SERIES 2017A1-2 DEBT SERVICE ASSESSED	O&M ASSESSED	TOTAL ASSESSED
NET REVENUE TAX ROLL	748	222,970.10	412,340.61	635,310.71
TOTAL NET ASSESSMENTS		222,970.10	412,340.61	635,310.71

SUMMARY OF TAX ROLL RECEIPTS				
NASSAU COUNTY DISTRIBUTION	DATE RECEIVED	TOTAL RECEIVED	DEBT SERVICE RECEIPTS	O&M RECEIPTS
1	10/29/20	2,474.32	868.39	1,605.93
2	11/19/20	34,089.38	11,964.09	22,125.29
3	12/04/20	551,595.18	193,589.11	358,006.07
4	12/21/20	27,439.43	9,630.21	17,809.22
INSTALLMENTS	12/30/20	400.60	140.60	260.00
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		615,998.91	216,192.40	399,806.51

TOTAL DUE TAX ROLL RECEIPTS	19,311.80	6,777.70	12,534.10
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PERCENT COLLECTED	TOTAL	DEBT	O&M
% COLLECTED TAX ROLL	96.96%	96.96%	96.96%

D.

HERON ISLES
Community Development District

Check Register Summary- General Fund

10/01/2020 - 12/31/2020

<i>Check Date</i>	<i>Check #'s</i>	<i>Total</i>	<i>Total Amount</i>
General Fund			
10/1/20 - 10/31/20	245-258	\$28,905.82	
11/1/20 - 11/30/20	259-266	\$11,876.50	
12/1/20 - 12/31/20	267-283	\$92,302.36	
Total			\$133,084.68
Capital Reserve			
10/29/20	3-4	\$3,600.00	
12/9/20	5	\$3,468.88	
Total			\$7,068.88
Autopayments			
10/5/20	JEA Online Payment	\$5,437.53	
10/7/20	FPL Online Payment	\$2,001.22	
11/3/20	JEA Online Payment	\$5,305.90	
11/5/20	FPL Online Payment	\$2,002.01	
12/2/20	JEA Online Payment	\$4,522.05	
12/7/20	FPL Online Payment	\$2,003.14	
Total			\$21,271.85

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/01/20	00093	9/28/20 9	202009 310-51300-49000		*	100.00	
		SE2017A	AMORT SCHD PREPAY	DISCLOSURE SERVICES, LLC			100.00 000245
10/01/20	00014	9/15/20 198	202010 310-51300-31400		*	7,500.00	
		FY21	ASSESSM ROLL CERTIF	GOVERNMENTAL MANAGEMENT SERVICES			7,500.00 000246
10/09/20	00045	10/07/20 156	202009 320-57200-46600		*	500.00	
		SEP	TRASH PICKUP		*	120.00	
		10/07/20 156	202009 320-57200-46700		*	600.00	
		SEP	DEBRIS CLEANUP		*		
		10/07/20 156	202009 320-57200-46000		*		
		SEP	JANITORIAL SERVICES	ALL REPAIRS & MAINTENANCE			1,220.00 000247
10/09/20	00014	10/01/20 199	202010 310-51300-34000		*	3,785.25	
		OCT	MANAGEMENT FEES		*	41.67	
		10/01/20 199	202010 310-51300-35110		*	83.33	
		OCT	WEBSITE ADMIN		*	125.00	
		10/01/20 199	202010 310-51300-35100		*	.51	
		OCT	INFORM TECHNOLOGY		*		
		10/01/20 199	202010 310-51300-31300		*	8.39	
		OCT	DISSEMINATION SERVICE		*	6.60	
		10/01/20 199	202010 310-51300-51000		*		
		OFFICE	SUPPLIES		*		
		10/01/20 199	202010 310-51300-42000		*		
		POSTAGE			*		
		10/01/20 199	202010 310-51300-42500		*		
		COPIES		GOVERNMENTAL MANAGEMENT SERVICES			4,050.75 000248
10/09/20	00006	9/30/20 117531	202008 310-51300-31500		*	1,196.00	
		AUG	GENERAL COUNSEL	HOPPING GREEN & SAMS			1,196.00 000249
10/09/20	00084	9/02/20 74320	202009 320-57200-46000		*	650.00	
		INSTALLED	SIGN POST	MASONRY PLUS PROPERTY SERVICES,LLC			650.00 000250
10/09/20	00015	10/01/20 531396	202010 320-57200-46500		*	1,075.00	
		OCT	LAKE MIANTENANCE	THE LAKE DOCTORS, INC.			1,075.00 000251
10/09/20	00031	7/27/20 5816702	202007 310-51300-32300		*	862.50	
		FY20	TRUSTEE FEE SE2017				

HIC -HERON ISLES - BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		7/27/20	5816702 202007 300-15500-10000		*	2,587.50	
			FY21 TRUSTEE FEE SE2017				
		7/27/20	5816702 202007 310-51300-32300		*	267.38	
			INCIDENTAL EXPENSES				
				US BANK			3,717.38 000252
10/09/20	00110	10/06/20	2739 202009 310-51300-31100		*	325.00	
			SEP ENGINEERING SERVICES				
				YURO AND ASSOCIATES, LLC.			325.00 000253
10/15/20	00015	9/01/20	525136 202009 320-57200-46500		*	1,075.00	
			SEP LAKE MIANTENANCE				
				THE LAKE DOCTORS, INC.			1,075.00 000254
10/23/20	00002	9/17/20	I0330741 202009 310-51300-48000		*	922.69	
			NOTICE OF MEETINGS SCHDL				
				THE FLORIDA TIMES-UNION			922.69 000255
10/23/20	00062	9/08/20	10172020 202009 320-57200-34000		*	750.00	
			SEP MANAGEMENT FEE				
		10/15/20	10172020 202010 320-57200-34000		*	935.00	
			OCT MANAGEMENT FEE				
				LELAND MANAGEMENT INC			1,685.00 000256
10/23/20	00082	10/19/20	12492 202010 320-57200-46200		*	5,071.00	
			OCT LANDSCAPE MAINTENANCE				
				MARTEX SERVICES			5,071.00 000257
10/23/20	00058	10/23/20	605980 202010 310-51300-48000		*	318.00	
			NOTICE MEETING 10/23/20				
				NEWS LEADER			318.00 000258
12/08/20	00058	10/23/20	605980 202010 310-51300-48000		V	318.00-	
			NOTICE MEETING 10/23/20				
				NEWS LEADER			318.00-000258
11/02/20	00120	10/28/20	10282020 202011 310-51300-44500		*	150.00	
			ROOM RENTAL&SETUP 11/5/20				
				STORY & SONG BOOKSTORE BISTRO			150.00 000259
11/09/20	00045	10/31/20	203 202010 320-57200-46600		*	500.00	
			OCT TRASH PICKUP				
		10/31/20	203 202010 320-57200-46700		*	120.00	
			OCT DEBRIS CLEANUP				
		10/31/20	203 202010 320-57200-46000		*	600.00	
			OCT JANITORIAL SERVICES				
				ALL REPAIRS & MAINTENANCE			1,220.00 000260
				HIC -HERON ISLES - BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/09/20	00014	11/01/20 200	202011 310-51300-34000		*	3,785.25	
			NOV MANAGEMENT FEES				
		11/01/20 200	202011 310-51300-35110		*	41.67	
			NOV EWBSITE ADMIN				
		11/01/20 200	202011 310-51300-35100		*	83.33	
			NOV INFORM TECHNOLOGY				
		11/01/20 200	202011 310-51300-31300		*	125.00	
			NOV DISSEMINATION SERVICE				
		11/01/20 200	202011 310-51300-51000		*	12.86	
			OFFICE SUPPLIES				
		11/01/20 200	202011 310-51300-42000		*	6.00	
			POSTAGE				
		11/01/20 200	202011 310-51300-42500		*	64.65	
			COPIES				
				GOVERNMENTAL MANAGEMENT SERVICES			4,118.76 000261
11/09/20	00082	11/01/20 12680	202011 320-57200-46200		*	5,071.00	
			NOV LANDSCAPE MAINTENANCE				
				MARTEX SERVICES			5,071.00 000262
11/09/20	00015	11/01/20 537788	202011 320-57200-46500		*	1,075.00	
			NOV LAKE MAINTENANCE				
				THE LAKE DOCTORS, INC.			1,075.00 000263
11/30/20	00005	10/01/20 83054	202010 310-51300-54000		*	175.00	
			FY21 SPECIAL DESTRIC FEE				
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000264
11/30/20	00003	11/03/20 71697629	202010 310-51300-42000		*	33.37	
			OCT FEDEX POSTAGE				
				FEDEX			33.37 000265
11/30/20	00003	11/10/20 71774780	202010 310-51300-42000		*	33.37	
			OCT FEDEX POSTAGE				
				FEDEX			33.37 000266
12/09/20	00045	11/30/20 310	202011 320-57200-46600		*	500.00	
			NOV TRASH PICK UP				
		11/30/20 310	202011 320-57200-46700		*	120.00	
			NOV DEBRIS CLEANUP				
		11/30/20 310	202011 320-57200-46000		*	600.00	
			NOV JANITORIAL SERVICES				
				ALL REPAIRS & MAINTENANCE			1,220.00 000267
12/09/20	00014	12/01/20 201	202012 310-51300-34000		*	3,785.25	
			DEC MANAGEMENT FEES				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/21/20	00121	12/18/20 576-1379	202012 320-57200-46000	STREET SIGNS	*	407.56	
				FASTSIGNS			407.56 000277
12/21/20	00111	12/18/20 12182020	202012 300-58100-10000	FY21 CAP RES BUDGET	*	43,236.00	
				HERON ISLES CDD			43,236.00 000278
12/21/20	00006	12/17/20 119114	202011 310-51300-31500	NOV GENERAL COUNSEL	*	1,776.50	
				HOPPING GREEN & SAMS			1,776.50 000279
12/21/20	00082	6/26/20 11197	202010 320-57200-46250	IRRIGATION REPAIRS	*	145.50	
				MARTEX SERVICES			145.50 000280
12/21/20	00082	9/04/20 12120	202010 320-57200-46250	IRRIGATION REPAIRS	*	144.60	
				MARTEX SERVICES			144.60 000281
12/21/20	00082	11/30/20 13233	202011 320-57200-46210	INSTALLED SEASON FLOWERS	*	647.50	
				MARTEX SERVICES			647.50 000282
12/21/20	00082	12/11/20 13191	202012 320-57200-46250	IRRIGATION REPAIRS	*	285.69	
				MARTEX SERVICES			285.69 000283
TOTAL FOR BANK B						133,084.68	
TOTAL FOR REGISTER						133,084.68	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/29/20	00002	10/26/20 10262020	202010 600-20700-10100	REIMB GF KEELCO INV#29813	*	1,600.00	
				HERON ISLES CDD			1,600.00 000003
10/29/20	00026	10/26/20 10262020	202010 600-15100-00100	TRANSFER CASH TO NEW ACC	*	2,000.00	
				STATE BOARD ADMINISTRATION OF FLA			2,000.00 000004
12/09/20	00003	10/20/20 PR99641	202010 600-58400-61000	CONCRETE REPAIR	*	3,468.88	
				ALPHA FOUNDATIONS			3,468.88 000005
TOTAL FOR BANK C						7,068.88	
TOTAL FOR REGISTER						7,068.88	

HIC -HERON ISLES - BPEREGRINO

E.

**AGREEMENT BETWEEN THE
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT
AND RIVERSIDE MANAGEMENT SERVICES, INC.,
FOR FACILITY MANAGEMENT SERVICES**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 17th day of November, 2020, by and between:

HERON ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

RIVERSIDE MANAGEMENT SERVICES, INC., a Florida corporation, whose mailing address is 9655 Florida Mining Boulevard West, Suite 305, Jacksonville, Florida 32257 (the “**Manager**,” and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure, specifically including landscaping and amenity improvements (the “**Facilities**”), located on certain properties owned and/or accessible to the District by easement (the “**District Property**”); and

WHEREAS, the District operates and maintains the Facilities and desires to retain an independent contractor to provide for Facility management for the Facilities; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Facilities.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. MANAGER'S OBLIGATION.

- A. *Facility Management.* The Manager shall provide the District with facility management services for the District's Facilities. Manager shall be responsible for, and authorized to perform on behalf of the District, general oversight and management of the Facilities, which shall include, and as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein:
- i. Coordination and oversight of maintenance services for the Facilities (the "**Maintenance Services**");
 - ii. Coordination with vendors to ensure all Maintenance Services for the Facilities are in compliance with contract specifications;
 - iii. Interface with vendors regarding deficiencies in service or need for additional services, billings/payments, and approval of certain invoices;
 - iv. Obtaining proposals for Maintenance Services as requested by the District and providing them to the District Manager;
 - v. Causing routine repair work or normal maintenance to be made to the District Property as may be required for the operation of the District Property, or as required under applicable government permits;
- B. *License.* This Agreement grants to Manager the right to enter and use the District Property for the purposes and uses described in this Agreement, and Manager hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.
- C. *Inspection.* The Manager shall conduct periodic inspections of all Facilities on District Property. In the event the Manager discovers any irregularities of, or needs of repair to, the District Property, the Manager shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- D. *Notification of Emergency Repairs.* The Manager shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Manager is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- E. *Care of the Property.* The Manager shall use commercially reasonable efforts to protect the District Property from damage by the Manager, its employees or contractors. The Manager agrees to promptly repair any damage to the District Property resulting from the Manager's activities and work and to notify the District of the occurrence of such damage caused by the Manager's activities within forty-eight (48) hours.
- F. *Limitations on Manager's Duties.* Notwithstanding anything contained herein to the contrary:

- i. The Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Manager have the authority to approve change orders;
- ii. The Manager shall not be required to make exhaustive or continuous on-site inspections to check the District Property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid; and

SECTION 3. COMPENSATION. The District shall pay the Manager the total sum of Eleven Thousand Two Hundred Twenty Dollars and No Cents (\$11,220.00) per year for the provision of Facility management services pursuant to the terms of this Agreement. Such annual sum shall be paid in equal monthly installments equal to Nine Hundred Thirty-Five Dollars and No Cents (\$935.00) per month. Additionally, the Manager shall be entitled to reimbursement for its reasonable and customary costs and expenses incurred by the Manager and its employees and consultants in the performance of its duties hereunder. Such expenses shall include, but are not limited to: expenses of long-distance communications; fees paid for securing approval of authorities having jurisdictions over the Improvements and/or District Property (including all permit and impact fees); the cost of reproductions, postage, express deliveries, electronic facsimile transmissions, and costs for the handling of drawings, specifications and other construction documents; any increase in premiums for that portion of insurance required by this Agreement that can be directly attributed to this Agreement; sales, use or similar taxes imposed by a governmental authority on any purchase otherwise authorized under this Agreement; and costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons or property if otherwise authorized pursuant to this Agreement ("**Reimbursable Expenses**"). All Reimbursable Expenses shall be supported by reasonable documentation.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the effective date of this Agreement and shall continue for a period of one (1) year unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' advance written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE.

A. Manager Insurance. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the following minimum levels of insurance:

- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida to include Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- ii. Commercial General Liability Insurance covering the Manager's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability.
- iii. If and to the extent that the Manager owns or leases any automobiles, trailers or other equipment required to be licensed, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Manager of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds. This shall be required for the Commercial General Liability Policy without exception, and based on market availability for the other policies referenced above.

SECTION 6. INDEMNITY.

A. Manager agrees to indemnify, defend and hold harmless the District and its officers, supervisors, agents and employees ("**District Indemnities**") from any and all liability, claims, actions, suits or demands ("**Claims**") by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Manager, or its officers, employees, representatives, or subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Manager's obligations as contemplated in this Agreement.

B. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms

of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Heron Isles Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Manager: Riverside Management Services, Inc.
9655 Florida Mining Boulevard West
Suite 305
Jacksonville, Florida 32257
Attn: Richard Whetsel, President

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

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (865) 238-2622, ETORRES@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Elena L. Jones

Secretary

Richard A. Lee 11-19-20

Chairperson, Board of Supervisors

Attest:

**RIVERSIDE MANAGEMENT
SERVICES, INC.**

Timothea A. Wright

Timothea A. Wright
Print Name

Richard M. Whetsel

Richard Whetsel, President

Exhibit A: Scope of Services

Exhibit A
Scope of Services

Riverside Management Services, Inc.
9655 Florida Mining Blvd. W., Bldg. 300, Suite 305, Jacksonville, Florida 32257

HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

PROPOSAL FOR

FACILITY MANAGEMENT SERVICES

Introduction

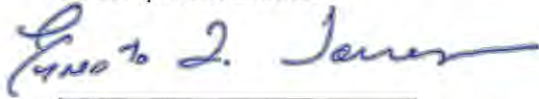
Riverside Management Services, Inc. ("Manger") is proposing Facility Management Services for Heron Isles Community Development District ("District"). The service period is from _____, 2020 through September 30, 2021 and includes but not limited to the following services:

Facility Manager

- The Facility Manager is the liaison for the Community Development District Board of Supervisors and will attend all District meetings. The Facility Manager will prepare a monthly Manager's Report, including resident concerns, information regarding completed and planned maintenance projects, etc.
- Respond to all resident questions and concerns regarding the District in a timely and professional manner.
- Manage all District maintenance contracts such as landscape, janitorial, lake, pest control, etc. are in compliance with contract specifications.
- Complete and/or coordinate maintenance projects based upon monthly inspection reports.
- Provide recommendations for annual budget and maintenance program.
- Interface with vendors for repairs, billing, payments and approve certain invoices.
- Review utility accounts for reasonable usage.

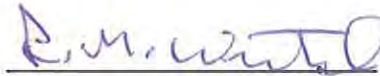
The above referenced services will be provided for \$11,220 annually paid in 12 equal monthly installments.

Heron Isles Community
Development District



Authorized Officer

Riverside Management Services, Inc.



Richard Whetsel, President

F.

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Heron Isles Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1631170

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1631170

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Heron Isles Community Development District	
Name (Please Type or Print) Ernesto Torres	Title
Signature Electronically Signed	Date 01/20/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/20/2021

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Heron Isles Community Development District
Company Facility Address	475 West Town Place, Suite 114 Saint Augustine, FL 32092
Company Alternate Address	
County or Parish	SAINT JOHNS
Employer Identification Number	201798763
North American Industry Classification Systems Code	921
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Courtney Hogge
Phone Number (865) 238 - 2622
Fax Number
Email Address chogge@gmsnf.com

Name Ernesto Torres
Phone Number (904) 940 - 5850 ext. 403
Fax Number
Email Address etorres@gmsnf.com

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EIGHTH ORDER OF BUSINESS

A.

January 27, 2021

Heron Isles Community Development District
c/o Governmental Management Services-North Florida
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Heron Isles Community Development District

Dear District Manager:

The fee agreement in place between our firm and the District contemplates annual adjustments to the hourly billing after an annual evaluation by our firm. The firm is respectfully submitting this notification of increase in our standard hourly rates. The District will still benefit from a reduction in hourly rates as an existing client of the firm. My hourly rate will be \$365. The hourly rate of Sarah Warren, the attorney most likely to provide services to the District, will be increased to \$300. The hourly rate for associates most likely to provide services will be adjusted from \$265 to \$285. The rate for paralegal services will be \$160. The updated hourly rates will become effective with the February billing statement, covering January 2021 time.

We do not anticipate this increase in hourly rates will impact the District's annual budgeted amount for District Counsel services. As always, we will continue to implement cost-effective strategies to minimize legal expenses for the District while at the same time providing thoughtful and comprehensive services.

If you have any questions, please feel free to call. We thank you for the opportunity to be of service.

Sincerely,

/s/Roy Van Wyk
Roy Van Wyk

RVW/lk

cc: Board of Supervisors (via agenda)

Accepted:

Chair, Board of Supervisors

Date: _____

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 or the Hampton Inn & Suites Amelia Island, 19 South 2nd Street, Fernandina Beach, Florida 32034 on the first Thursday of the following months (*exceptions noted):

November 5, 2020 at 10:30 a.m.

~~February 4, 2021 at 6:00 p.m.~~

February 3, 2021 at 6:00 p.m.

May 6, 2021 at 10:30 a.m.

~~August 5, 2021 at 6:00 p.m.~~

August 4, 2021 at 6:00 p.m.

D.

1.

**Heron Isles Community Development District
Facility Operations Report
January 2021**

Landscaping:

The landscaping is maintained by Martex Services. Since we are now in the off-peak season, the crew is in the community every other week through the end of April. Mowing and edging continues to be performed and tree trimming along with miscellaneous grooming is being done.

The two (2) irrigation wells that were approved in September have been installed WaterCare Irrigation and were fully operational on December 16th.

WaterCare Irrigation will be providing a proposal for two (2) additional wells to be considered for the 2021-2022 budget.

Restroom Facility:

All Service & Repair continues to maintain the restroom facility.

Issue: It was recently discovered that there is a leak in the roof on the north side of the building which is over the storage room. Shorebreak Contracting has been asked to check it out and provide a quote.

Roads and Right-of-Ways:

During September/October the review of the depressions (aka sink holes) reported in various areas of the community were performed by Mike Yuro, District Engineer. Following the District Engineer's review, Dennis Armstrong was directed to perform the necessary repairs.

These areas were:

1. Corner of Bass Lane and Commodore Point Drive
2. In the Right of way in front of 95886 Graylon Drive
3. In the roadway in front of 96197 Coral Reef Drive
4. Around the culvert behind 96072 Breezeway Court

The necessary repairs were completed in November.

Additional areas have now become visible, the locations are:

1. *Front yard between the curb and the sidewalk of 96196 Coral Reef Road
2. *Corner of Coral Reef Road and Heron Isles Parkway
3. 96376 Starfish Lane
4. 96493 Starfish Lane
5. 96537 Starfish Lane – Corner of Coral Reef Road
6. 96534 Starfish Lane – Corner of Coral Reef Road
7. 96140 Sunfish Lane
8. 96107 Gray Heron – Corner on Commodore Pointe Drive

*Dennis Armstrong has been asked to review these areas and advise on what needs to be done to correct.

Ponds:

An owner on Last Lane called regarding the low water level of pond 19. This pond is located behind the homes on Owl Roost Nest, Albatross Drive, Last Lane and Graylon Drive. A meeting took place with the owner and a physical review was performed. The water level did rise but the owner is also concerned with the spraying that took place around the perimeter of the pond. The spraying appeared to have negatively affected the small turtles.

Lake Doctors has been contacted for a copy of the service report to the pond.

Community Signs:

It was noticed that several of the community signs have cracks that are appearing on the surface of the sign. The signs are made of concrete block and are structurally sound however moisture has apparently formed in areas under the paint and need to be re-sealed.

Proposals have been requested from the following contractors to clean, seal and repaint the signs.

1. HuGus Painting
2. Krystal Klean Pressure Washing & Maintenance (They did the repairs and painting of the tops to the fence columns.)
3. Rineck Painting

Lighting - Community Signs

A review was performed on the landscape lights that are located in front of each community sign, excluding the signs at Albatross Drive and Graylon Drive (south side). As previously discussed, the shrubs interfere with the light illuminating the signs properly. Martex was asked to have a “V” cut in the shrubbery to allow more light to shine on the sign. This has not been successful due to the style of lights (older globe on some) and the newer light fixtures appear to have been broken.

In meeting with Johnny’s AC and Electric, the following recommendations were made:

1. Replace the older light fixtures with LED Lights (Eight - “Eyeball” Style)
2. Install extensions on the lights to raise them above the shrubs so they will shine on the sign
3. For signs that do not have lights (Albatross Drive and Graylon Drive (south side) it was recommended to install solar powered LED lights since electrical connections are not present in these areas. (Two)

Lighting – Towers on Heron Isles Pkwy.:

The LED lights for the two (2) small towers on Heron Isles Parkway have been repaired and replaced over the years with short lived success due to the lights becoming damaged.

During the meeting with Johnny’s AC and Electric, their recommendation was to install Two (2) Well Lights that would be in the ground and shine up in/on each tower.

A quote has been provided by Johnny’s AC and Electric for the repairs/upgrades that have been recommended. **Total quote of \$5,095.00**

Quotes from Peacock Electric and Johnny’s Electric (different from the one listed above) will be obtained for comparison.

Mailbox Kiosk – Expansion of Parking Area:

Met with A-Plus Construction Services to add two (2) parking spaces to the existing parking area. In reviewing the existing parking space, an additional two spaces measuring 20’ x 7’8” including driveway skirts will fit. **Proposal in the amount of \$3,000.00.**

Note: The plans to expand will need to be submitted to the Heron Isles OA – Architectural Review Board for approval.

Additional Note: Tile replacements for the large Pavilion, Small towers (2) and Community signs are on the schedule to get pricing. This information including quotes will be completed for consideration during the Heron Isles CDD Board meeting scheduled for May.

Updates:

Amenity Rental Agreement – Addendum re: Covid-19:

The addendum to the Amenity Rental Agreement has been revised and provided to the Luanne Smith of ASSOCIA / Community Management Concepts for distribution to owners that would like to reserve the facilities.

Street Signs:

New street signs for Heron Isles Parkway have been installed at the intersections of Coral Reef Road and Commodore Point Drive.

Fence Issues:

Creative Service & Fence has been contacted to repair/replace the panels that have fallen out on Heron Isles Parkway between the round-a-bout and Blackrock Road. There are two (2) sections.

Mailbox Kiosk – Landscaping:

Additional shrubbery was planted around the mailbox kiosk on the west side that was void of plant material.

Vehicle in Pond:

On December 17th a Ford F-15 pickup truck was removed from Pond # 17 which is just east of the round-a-bout. There was no damage to the pond or landscaping.

WaterCare Irrigation and Well

7 Faith Ln
Palm Coast, FL 32137 US
watercare29@gmail.com

INVOICE

BILL TO
Heron Isles CDD c/o Ernesto Torres
475 West Town Pl
St Augustine, FL 32092

INVOICE
DATE
TERMS
DUE DATE

3219
09/25/2020
Due on receipt
01/06/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Property Name or Address	Heron Isles 96139 Heron Isles Pkwy 96289 Heron Isles Pkwy	1	0.00	0.00
	Services	Install 2 - 4"x2" PVC Deep wells - up to 500', after that it will be \$10.00 per additional foot	1	0.00	0.00
	Services	2 - Well seals 2 - 5 Horsepower 3 Phase pumps 2- 90 GPM liquid end 2 - 84' of 2" galvanized pipe	1	0.00	0.00
	Services	2 - 90' of 4 wire (submersible wire) 2 - magnetic starter 2 - 65 gal pressure tank 2 - 2" cycle stop valve	1	0.00	0.00
	Services	2 - 40/60 HD pressure switch 2 - set of miscellaneous fittings 2 - 1" pressure relief valve 2 - 2" brass check valve	1	0.00	0.00
	Estimate - Duane	Estimated Total	1	41,943.00	41,943.00
	Warranty	1 year warranty on all new parts & labor	1	0.00	0.00
	Services	Each well was an additional 60' above the 500'. @ \$10 per foot x 120' total *****Price includes 2 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*****	1	1,200.00	1,200.00
	Electrical work	Electrical for pump stations 1 & 2. 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 2 wells along Heron Isles Pkwy at strategic locations for easy connection to existing sprinkler systems.	1	3,400.00	3,400.00
	Services	30% of total is due upon agreement to have project completed. Remaining balance due upon completion of project,	1	0.00	0.00

Please note that a 3.5% fee will be added to each invoice that is not paid within 14 days of due date.

which includes a walk through with
Heron Isles representative & sign off.

30% of total = \$12,582.90

Paid deposit of \$12,582.90 on
09/29/2020 with check #244

As always we appreciate your business and look forward to
addressing your watering needs in the future.
Paid deposit of \$12,582.90 on 09/29/2020

PAYMENT

12,582.90

BALANCE DUE

\$33,960.10



D ARMSTRONG CONTRACTING LLC

9957 Moorings Drive, Ste. 405

Jacksonville, FL 32257

Invoice

Date	Invoice #
12/18/2020	13613

Bill To
Heron Isles C/O: Governmental Management Services LLC 475 West Town Place, Suite 114 World Golf Village St Augustine, FL 32092

Project Location
Heron Isles - Sinkhole Repairs Multiple Locations Yulee, FL 32097

P.O. No.	Terms	Project	Requested By:
Email from Ernesto	Due on receipt	Heron Isles - Sinkhol...	Ernesto Torres

Description	Quantity	U/M	Serviced	Rate	Amount
96371 Starfish Drive - Inlet full of dirt and debris. Filter Fabric still under grate - Removed grate and filter fabric, bottles and debris and removed 6-8' of dirt and sediment. <i>Done - eg</i>	1	LS	9/14/2020	2,500.00	2,500.00
96197 Coral Reef Road - Dip in Asphalt near curb. Sawcut 7'x14' and removed asphalt, base and sub-grade and discovered under-drain pipe was split open +/- 4' below grade. De-Watered and cut out and removed a section of underdrain and install new underdrain with store and filter fabric. <i>Done - eg</i>	1	LS	12/3/2020	8,500.00	8,500.00
Corner of Bass & Commodore Pt. Drive - Sinkhole behind curb at storm inlet. Excavated area and found underdrain pipe was not connected to structure properly and open left exposed. Plugged and De-watered system and cut out old section of underdrain and abandon. Plugged ridged pipe going into the structure. Backfilled and compacted with clean fill and finish grade for new sod. Sod by others.... <i>Done - eg</i>	1	LS	9/15/2020	3,300.00	3,300.00
95886 - 95908 Graylon Drive - Sinkhole behind curb at storm inlet. Sinkhole behind curb at storm inlet. Excavated area and found underdrain pipe was not connected to structure properly and open left exposed. De-watered and cut out old section of underdrain and abandon. Plugged rigid pipe going into the structure. Backfilled and compacted with clean fill and finish grade for new sod. Sod by others.... <i>Done - eg</i>	1	LS	9/16/2020	3,300.00	3,300.00

I thank you for your business.

			Total
Phone #	E-mail	Web Site	Payments/Credits
(904) 351-6411	Dennis@DArmstrong.Net	www.darmstrong.net	Balance Due



D ARMSTRONG CONTRACTING LLC

9957 Moorings Drive, Ste. 405

Jacksonville, FL 32257

Invoice

Date	Invoice #
12/18/2020	13613

Bill To
Heron Isles C/O: Governmental Management Services LLC 475 West Town Place, Suite 114 World Golf Village St Augustine, FL 32092

Project Location
Heron Isles - Sinhole Repairs Multiple Locations Yulee, FL 32097

P.O. No.	Terms	Project	Requested By:
Email from Ernesto	Due on receipt	Heron Isles - Sinkhol...	Ernesto Torres

Description	Quantity	U/M	Serviced	Rate	Amount
96072 Breezeway Court - Erosion around MES at pond - Grubbed and removed sediment and unsuitable soil from around MES, added Limerock and mixed with clean A-3 structural fill, placed and compacted and finished grade and installed new sod to prevent erosion. <i>DONE</i>	1	LS	12/2/2020	2,500.00	2,500.00
Heron Isles - Multiple Inlet(s) Cleaning - Removed grate and filter fabric, bottles and debris and removed 6-8' of dirt and sediment.	1	LS	12/5/2020	5,500.00	5,500.00

*Approved
Gentian
RMSNR
12-18-20*

I thank you for your business.

			Total	\$25,600.00
Phone #	E-mail	Web Site	Payments/Credits	\$0.00
(904) 351-6411	Dennis@DArmstrong.Net	www.darmstrong.net	Balance Due	\$25,600.00



Hammer Pkwy & Chester Road



Coral Reef & Hua Aler Plany.



Round-a-bout by Swallowtail & Heron Isles Pkwy.





PO Box 16573
Fernandina Beach FL 32035
(904)430-7524
johnnys.ac.fb@gmail.com

Estimate

ESTIMATE#	44931093
DATE	12/04/2020
PO#	

CUSTOMER
Cheryl Graham Jobsite/Heron Isles 96139 Heron Isle Parkway Yulee FL 32097 (904) 813-4393

SERVICE LOCATION
Jobsite/Heron Isles 96139 Heron Isle Parkway Yulee.FL.32097

DESCRIPTION	ESTIMATE
	Cheryl to meet you there. Would like to have you walk property and give estimate for replacing out bulbs. Also has additional work that she will discuss onsite for an estimate

Estimate

Description	Rate	Total
Electrical Renovations		5,095.00
THIS ESTIMATE INCLUDES THE FOLLOWING		
<ul style="list-style-type: none">- Replace all entry lights- (8) Entrance lights with extension above bushes- (4) Well lights for towers- (4) Solar lights (wall washers, 200 Lumens)		

CUSTOMER MESSAGE
This estimate is good for 30 days.

Estimate Total: **\$5,095.00**

PRE-WORK SIGNATURE

Signed By:

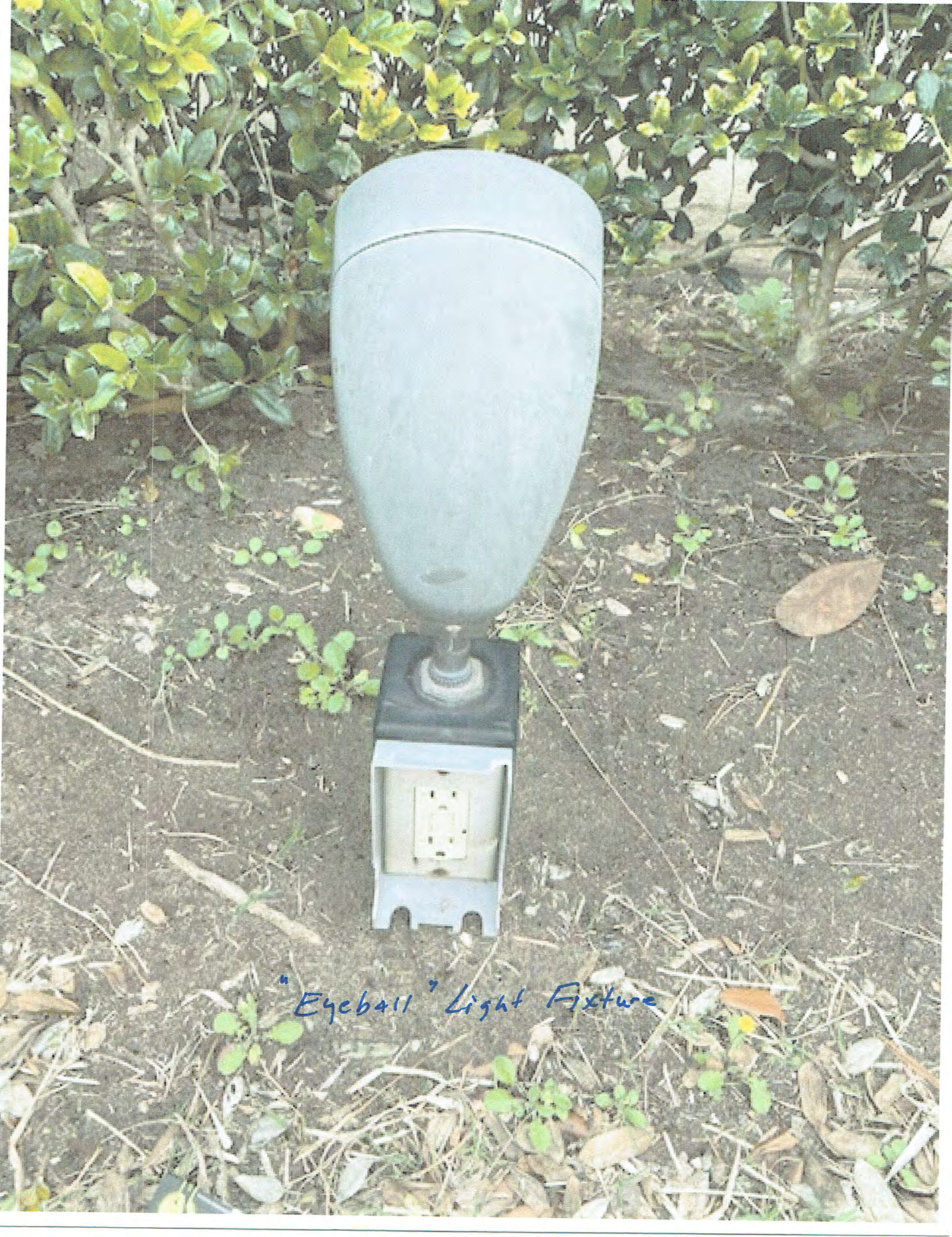
PROPOSAL TERMS

We propose to furnish material and labor in accordance with above specifications. All material is guaranteed to be as specified and work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above involving extra costs or labor will become an extra charge over and above the estimate. All Agreements contingent upon weather, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. It is agreed and understood by the parties that all equipment and parts which are sold pursuant hereto shall NOT become fixtures or part of real estate where they are placed and shall at all times remain personal property and the title thereto shall remain in the seller's name until payment in full has been received. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non-payment.

ACCEPTANCE OF PROPOSAL - the above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. If Client fails to make any payment in accordance with this proposal, I agree to be assessed interest at eighteen percent (18%) per annum. In the event that any payment is returned for insufficient funds ("NSF") or stops payment, I agree to pay a fee of US FORTY 00/100 DOLLARS (\$40.00). Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by Johnny's AC in the enforcement of any of the provisions of this proposal, whether or not suit is brought, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, may be assessed against Client.

CUSTOMER SIGNATURE:

DATE OF ACCEPTANCE:



"Eyeball" Light Fixture



LED Light Fixture



DAMAGED LED Light

A Plus Construction Services Inc

165 Oakhill St.
Jacksonville, FL 32227

Estimate

Date	Estimate #
1/18/2021	1037

Name / Address
Heron Isles CDD C/O Riverside Management Services 9655 Florida Mining Blvd. Building 300 Suite 305 Jacksonville, FL 32257

			Project
Description	Qty	Rate	Total
Extending concrete pads 20'x7'8"	2	1,500.00	3,000.00
Total			\$3,000.00

**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT
ADDENDUM TO AMENITY RENTAL AGREEMENT – COVID-19**

Please read carefully. This Addendum ("Addendum") modifies the terms of the Amenity Rental Agreement ("Agreement"), including but not limited to imposing capacity maximums, imposing additional cleaning obligations, allowing the District to cancel the event at any time, and setting forth indemnification, release, and waiver obligations, for the event on the date listed below ("Rental Event").

Name of Applicant: _____

Home Address: _____ **Email:** _____

Phone #: _____ **Rental Area:** _____

Date of Rental Event: _____ **Type of Event:** _____

Number of Guests expected to attend the event: _____

1. **Maximum Capacity.** The maximum capacity for the event shall be 50 people. Any number of guests that would exceed the maximum capacity required approval from the Heron Isles CDD prior to the event. Notwithstanding such maximum capacities, the Applicant is responsible for ensuring all guests are able to observe appropriate social distancing or wear masks if social distancing is not possible.
2. **Social Distancing.** The Applicant acknowledges that the District is not responsible for ensuring that social distancing or other health precautions are observed during the Rental Event. The Applicant is solely responsible for encouraging guests to maintain appropriate social distancing and to wear masks if social distancing is not possible, as well as for ensuring that guests comply with any federal, state, and local requirements.
3. **Guest Screening.** Before allowing any individual attending the Rental Event as a guest of the Applicant, to access the Rental Area for purposes of participation in the event hosted under the Agreement, the Applicant expressly acknowledges and agrees that Applicant is required ask each individual the screening questions below.
Applicant further acknowledges and agrees that if the answer to any of the questions below is "yes," Applicant shall be required to prevent that individual from attending the Rental Event or otherwise accessing the Rental Area:

- a. Do you have or have you had in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or diarrhea? Yes ___ No ___
- b. Have you been in close contact (within 6 feet for at least 15 minutes) with anyone with the above symptoms? Yes ___ No ___ If Yes, Date: _____
- c. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days? Yes ___ No ___
- d. Have you tested positive for or otherwise been exposed to anyone who is currently waiting for COVID-19 test results? Yes ___ No ___
If yes, date of testing: _____ Has time period of 14 days passed? Yes ___ No ___
- e. Have you traveled internationally or been on a cruise during the past 14 days? Yes ___ No ___
- f. Have you traveled to an out-of-state hotspot or to an in-state hotspot during the past 14 days? Yes ___ No ___ If Yes, Date: _____

4. **Cleaning and Sanitizing.** Though the District's Amenity Facilities are being cleaned and sanitized on a routine basis, the Applicant is responsible for cleaning and sanitizing the areas used before and after the Rental Event. [Cleaning supplies will not be provided and completion of cleaning protocols will be verified by staff.] Failure to clean the Rental Area will result in a forfeiture of the event deposit.
5. **Cancellation.** The Applicant acknowledges that the District may cancel any scheduled event immediately for any reason or no reason, including but not limited to a reported positive case of COVID-19 at the Amenity Facilities, an increase in COVID-19 cases in the community at large, or governmental orders or policies making it impractical, infeasible, or inadvisable to allow group activities or events at the District's Amenity Facilities. District staff shall notify the Applicant as soon as practicable of any cancellation. Applicant expressly acknowledges and agrees that in the event of any such cancellation, the District shall not be responsible for any costs incurred by the Applicant or otherwise resulting from or related to cancellation of the Rental Event. Notwithstanding the foregoing, any rental or deposit fees paid to the District by the Applicant shall be returned to the Applicant if the District cancels the Rental Event.
6. **Indemnification, Release, and Waiver.** The Applicant acknowledges that although the District has taken reasonable steps to protect users of its Amenity Facilities from exposure to COVID-19, including the requirement to adhere to the protocols set forth in this Addendum, there may nevertheless be a risk of exposure to COVID-19 for the Applicant and his/her attendees. The Applicant assumes any such risk that may arise therefrom on behalf of itself and its attendees, to the fullest extent permitted by law. Applicant agrees that its indemnification, defense, and hold harmless obligations under the Agreement apply fully and without limitation to any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions, and judicial decrees (including without limitation, costs and reasonable attorney's fees for the District's legal counsel of choice, whether at trial or on appeal), arising from any negative health effects suffered by the Applicant or any other individual present at the Rental Event related to COVID-19 in connection with the use of the District's Amenity Facilities under the Agreement and this Addendum. Applicant further agrees to release the District and its Supervisors, officers, directors, consultants, and staff from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of or in connection with (a) Applicant's hosting of the Rental Event and use of the District's Amenity Facilities, (b) a failure to comply with the measures imposed by District, (c) a failure to comply with local, state, and federal laws and policies, procedures, and the District amenity rules; and (d) any damage, injury, illness or death related to Applicant's use of the District's Amenity Facilities. This is in addition to, and not in lieu of, the indemnification and release obligations set forth in the Agreement.

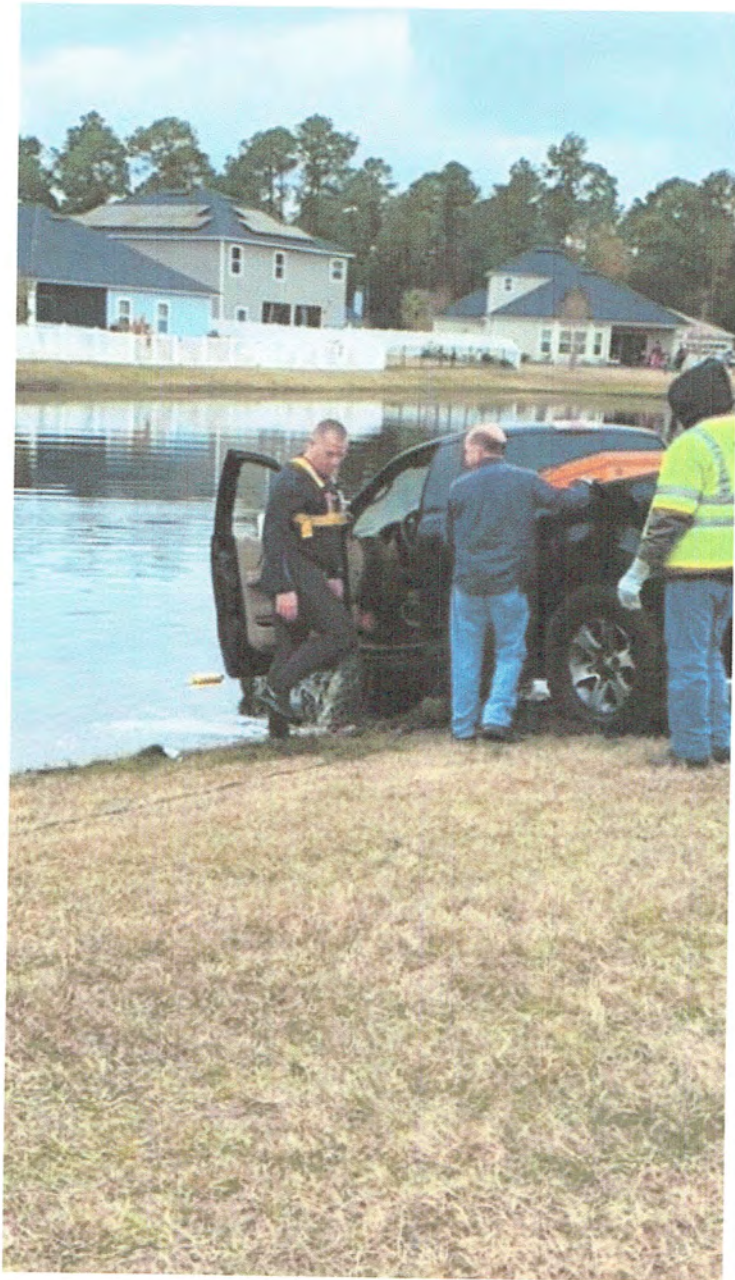
By signing below, I acknowledge that I have read, understand, and agree to comply with the requirements of the Agreement and this Addendum, and that I am 18 years of age or older.

Signature: _____

Print Name: _____ Date: _____









2.



1410 E. Oak Street
Fernandina Beach, FL 32034
(904) 261-0340

ESTIMATE

EST-13789

More than fast. More than signs. ®
fastsigns.com/576

Payment Terms: Due on Order

Created Date: 12/16/2020

DESCRIPTION: SP_D/S Meeting Signage H Frame w/ Slide-in Insert Slots + No Guests Signage 12" x 12"

Bill To: Heron Isles CDD - Riverside Management Services
9655 Florida Mining Blvd
West Bldg 300, STE 305
Jacksonville, FL 32257
US

Pickup At: FASTSIGNS
1410 E. Oak Street
Fernandina Beach, FL 32034
US

Requested By: Cheryl Graham
Email: cgraham@rmsnf.com
Work Phone: (904) 813-4393

Salesperson: Sharon Palmer
Email: sharon.palmer@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	24"x18" HERON ISLES C.D.D. MEETING AlumPoly D/S w/RTA Vinyl, Acrylic Face Slide In and H-Frame Stand	4	\$225.3225	\$901.29
2	12" X 12" NO GUEST / AlumPoly S/S w/ Digital Print Vinyl	2	\$17.55	\$35.10
Subtotal:				\$936.39
Taxes:				\$65.54
Grand Total:				\$1,001.93
Deposit Required:				\$500.97

Estimate is valid for 30 days

Credit Card information is not kept on file.