

*Heron Isles
Community Development District*

November 16, 2021

AGENDA

**Heron Isles
Community Development District**

475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.HeronIslesCDD.com

November 9, 2021

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

Dear Board Members:

The Heron Isles Community Development District Board of Supervisors Meeting is scheduled for **Tuesday, November 16, 2021 at 4:30 p.m. at Summer House Realty, 316 Ash Street, Fernandina Beach, Florida 32034.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Acceptance of Resignation of Wayne Couch
- IV. Discussion on Storm Drains
- V. Ratification of Engagement Letter with Berger Toombs for Fiscal Year 2021 Audit Services
- VI. Ratification of Agreement with Magic Touch Commercial Cleaning Company for Janitorial Services
- VII. Consideration of Resolution 2022-01, Amending the Fiscal Year 2021 Budget
- VIII. Ratification of Revised Fiscal Year 2022 Meeting Schedule
- IX. Consideration of Resolution 2022-02, Authorizing a Change in Registered Agent and Registered Office
- X. Consideration of Resolution 2022-03, Designating Officers
- XI. Consideration of Landscape Maintenance Agreement with The Greenery

- XII. Consideration of Proposals for Pressure Washing
- XIII Discussion on Speed Humps
- XIV. Approval of Consent Agenda
 - A. Approval of the Minutes of the August 4, 2021 Board of Supervisors and Audit Committee Meetings
 - B. Financial Statements
 - C. Assessment Receipts Schedule
 - D. Check Register
- XV. Staff Reports
 - A. District Counsel – Memo re: Stormwater Management Needs Analysis
 - B. District Engineer
 - 1. Work Authorization for Preparation of a Stormwater Needs Analysis Report
 - 2. Work Authorization for Bi-Annual Stormwater Management System Inspection
 - C. District Manager
 - D. Field Operations Manager – Report
- XVI. Supervisors’ Requests and Public Comment
- XVII. Next Scheduled Meeting – February 15, 2022, at 4:40 p.m. at Summer House Realty, 316 Ash Street, Fernandina Beach, Florida
- XVIII. Adjournment

FIFTH ORDER OF BUSINESS



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

August 30, 2021

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

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Heron Isles Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021, with optional renewals for the years ending September 30, 2022, 2023, 2024, and 2025. This engagement may be renewed on the same terms for each additional fiscal year upon written authorization of the District, with no need for an additional engagement letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

Fort Pierce / Stuart



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- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.
- We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is also responsible for providing planned corrective actions in response to the auditors' recommendations included in the audit report, if any, and for reporting corrective actions taken in response to the auditors' recommendations in the prior year's audit report, if any.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will include on subsequent events through the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;



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- b. Additional information that we may request from management for the purpose of the audit; and
- c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Heron Isles Community Development District's financial statements. Our report will be addressed to the Board of Heron Isles Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Provide the Management Letter and Attestation Reports as required by the Auditor General.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Heron Isles Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Ernesto Torres. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

The audit should be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2021, and if the draft is timely reviewed by management, the District shall receive the final audit by June 15, 2021.



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Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the years ending September 30, 2021 and 2022 will not exceed \$3,250, our fee for the year ending September 30, 2023 will not exceed \$3,335, and the fee for the years ending September 30, 2024 and 2025 will not exceed \$3,460, unless the scope of the engagement is changed, the assistance which Heron Isles Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Heron Isles Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Heron Isles Community Development District, Heron Isles Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



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Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Heron Isles Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Heron Isles Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Heron Isles Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Notwithstanding the foregoing, we agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made thereunder. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service;
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District; and
- d. Upon completion of this Agreement, keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for training public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.



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If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Heron Isles Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

A handwritten signature in black ink that reads "Berger Toombs Elam Gaines & Frank".

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

DocuSigned by:
Eric L. Lewis
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9/9/2021



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner, U.S. 813.611.1111 email jbb@baggett.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT
(DATED AUGUST 30, 2021)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-NF, LLC
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850
EMAIL: ETORRES@GMSNF.COM**

Auditor: J.W. Gaines

By: _____



Title: Director

Date: August 30, 2021

District: Heron Isles CDD

By: _____

DocuSigned by:

3FE774DC69854A7...
District Manager

Title: _____

Date: 9/9/2021

SIXTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT AND
MAGIC TOUCH COMMERCIAL CLEANING COMPANY LLC FOR JANITORIAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2021 by and between:

HERON ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, being situated in Nassau County, Florida, with a mailing address of 475 West Town Place Suite 114, St. Augustine, Florida 32092 (the "District"); and

MAGIC TOUCH COMMERCIAL CLEANING COMPANY LLC, a Florida corporation, with a mailing address of 96515 Commodore Point Drive, Yulee, Florida 32097 (hereinafter "Contractor," together with District the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in Nassau County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and/or maintains a common recreation area inclusive of two playgrounds and restroom facilities ("Facilities"), as further described in **Exhibit A**; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide janitorial maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide janitorial maintenance services and has agreed to provide to the District those services identified in **Exhibit B**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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. INCORPORATION OF 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. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional janitorial maintenance services two (2) times per week on Mondays and Fridays, which dates and times shall be determined in coordination with the Amenity Manager, or in his or her absence, the District Manager, and as more specifically set forth in **Exhibits A and B**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

E. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit B**, this Agreement controls.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in this Agreement unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment,

elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the Amenity Manger or in his or her absence, the District Manager to act as its representative.

(2) Upon request by the Amenity or District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Five Hundred Seventy-Three Dollars (**\$573.00**) per month. The term of this Agreement shall be from October 1, 2021, through September 30, 2022, unless extended by the Parties or terminated earlier by either Party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require

the Contractor to provide.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any

and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest, all as actually incurred.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in

equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, 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 Contractor agrees to assume all liabilities or obligations imposed by any one or

more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor 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 17. 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 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

With a copy to: KE Law Group, PLLC
2800 S. Adams Street, #6386
Tallahassee, Florida 32314
Attn: District Counsel

B. If to the Contractor: Magic Touch Commercial Cleaning
Company LLC
96515 Commodore Point Drive
Yulee, Florida 32097
Attn: Ian Robinson

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 Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND 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. All actions and disputes shall be brought in the proper court and venue, which shall be Nassau County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor, the Contractor 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 CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BY PHONE AT (904) 940-5850, ETORRES@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

SECTION 26. 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 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties 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.

SECTION 28. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.


Attest:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

3FE774DC69854A7


Secretary/Assistant Secretary

DocuSigned by:

6852A3DE8558488...


Chairperson, Board of Supervisors

Witness:

**MAGIC TOUCH COMMERCIAL CLEANING
COMPANY LLC, a Florida limited liability company**



Print Name: Rachel Collins



By: Ian Robinson
Its: owner

- Exhibit A: Request for Proposals
- Exhibit B: Services Proposal

Exhibit A

INVITATION TO BID

Heron Isles Community Development District
c/o Riverside Management Services
475 West Town Place, Suite 114 - World Golf Village
St. Augustine, FL 32092
Phone: 904-239-5305
cgraham@rmsrf.com

Dear **CONTRACTOR**:

You are invited to submit a proposal for the common areas of Heron Isles Community Development District.

- Janitorial services for restrooms
- Waste removal from parks

Bid Specifications:

The following janitorial services are specified below. There is one (1) structure which is the restroom facility located at 96139 Heron Isles Parkway in Yulee. There are two (2) playgrounds/parks – one is located in the same area as the restroom facility and the other is one block east, also on Heron Isles Parkway. Locations are identified on the attached map.

Services to be included in Bid:

Janitorial Services – Restroom Facility:

There are two restrooms.

- Ladies restroom has four (4) stalls and two (2) sinks – this includes one (1) stall for ADA.
- Men's restroom has two (2) urinals and a sink and one (1) stall for ADA which also has a sink.

Full cleaning of both restrooms is to take place two times per week on Monday and Friday.

Cleaning includes:

- Washing sinks
- Washing commodes
- Cleaning mirrors (ladies restroom)
- Wiping down stall doors and walls
- Emptying waste containers
- Mopping floor
- Wiping down base boards
- Wiping down interior side of door

Janitorial Service for Recreational Parks:

Requires emptying of waste containers two times per week on Monday & Friday.

- Pavilion located at 96139 Heron Isles Parkway – Empty waste container at pavilion.
- Next to Playground #2 – One block east on Heron Isles Parkway – Empty waste container.

Note:

- All cleaning supplies, soap, paper supplies and trash bags are to be provided by the contractor.
- There is not a dumpster on the property, all waste is to be removed from the property and disposed of.

Please note: All contracts will require a 30-day "no cause" clause.

Closing Date – July 10, 2021 at 5:00 p.m.

Should you have any questions, please call Cheryl Graham at 904-239-5305.
Email your proposal to Heron Isles CDD c/o Cheryl Graham of Riverside Management Services at cgraham@rmsrf.com.

Exhibit B



IAN Robinson
Magic Touch Commercial Cleaning Company
 Yulee, Florida 32097
 Phone: (904) 335-7027
 Email: magictouchcompany254@gmail.com
 Web: www.magictouchcompany.com

Cheryl Graham
 9655 Florida Mining Blvd., Building 300,
 Suite 305
 Jacksonville, Florida 32257
 (904) 239-5305

Estimate # 000006
 Date 06/09/2021
 Business / Tax # 83-3950208

Description	Total
<i>Herrn Delon</i>	
Bi-weekly Routine Cleaning (Monday&Friday)	\$573.00

Magic Touch Commercial Cleaning Co. offers top-notch commercial cleaning throughout the Duval and Nassau County area. We are licensed, insured and bonded. We believe that customer service is the key to our success. Magic Touch Commercial Cleaning Co. only hires the most qualified cleaning professionals to take care of your property. We require background checks and provide extensive training to each of our cleaners to ensure quality services are guaranteed.

Our Routine cleaning includes, but not limited to:

- (2)Bathrooms (Sanitize and disinfect toilet, sink, bathroom mirrors, sweep/mop floors, fill all dispensers, wipe down baseboards, and interior side of doors)
- (2)Park trash cans (empty trash cans and wipe the tops)

In addition to our routine cleaning set of services, we offer:

- Covid-19 Spraying
- Antibacterial Cleanings

Materials include in price

60 Day Notice Agreement *- Per REP - 30 Day Notice* \$0.00

Payment due 1st of each month and or 7 days upon receipt. If payment is not received within that 7 period a late fee of \$50 with be added to the total.

60 day notice agreement.

The parties agree either party may terminate this agreement, with or without cause, upon 60 days written notice to the other at the addresses found in this agreement.

Herrn Delon
 Accepted by CDD Board of Supervisors
August 4, 2021

Services to begin October 1, 2021

Cheryl Graham, Operations Mgr.
Richard Remington Service

Subtotal	\$573.00
Total	\$573.00

SEVENTH ORDER OF BUSINESS

RESOLUTION 2022-01

WHEREAS, the Board of Supervisors, hereinafter referred to as the "Board", of the Heron Isles Community Development District, hereinafter referred to as "District", adopted a Capital Reserve Fund Budget for fiscal year 2021, and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

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

1. The Capital Reserve Fund Budget are hereby amended in accordance with Exhibit "A" attached.
2. This resolution shall become effective this 16th day of November, 2021 and be reflected in the monthly and fiscal Year End 9/30/21 Financial Statements and Audit Report of the District

*Heron Isles
Community Development District*

by: _____
Chairman

Attest:

by: _____
Secretary

RESOLUTION 2019-02

EXHIBIT A

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL RESERVE
Budget Amendment
For The Period Ending 09/30/21

	ADOPTED BUDGET	ADD (DECREASE)	AMENDED BUDGET	ACTUAL BUDGET
Revenues				
Capital Reserve Transfer In	\$43,236	\$0	\$43,236	\$43,236
Interest Income	\$50	(\$47)	\$3	\$3
Total Revenues	\$43,286	(\$47)	\$43,239	\$43,239
Total Revenues				
Capital Outlay	\$20,000	(\$20,000)	\$0	\$0
Repair & Maintenance	\$0	\$24,698	\$24,698	\$24,698
Other Current Charges	\$500	\$0	\$500	\$387
Total Expenditures	\$20,500	\$4,698	\$25,198	\$25,085
EXCESS REVENUES (EXPENDITURES)	\$22,786	(\$4,745)	\$18,041	\$18,154
FUND BALANCE - Beginning	\$35,552	(\$7,882)	\$27,670	\$27,670
FUND BALANCE - Ending	\$58,338	(\$12,627)	\$45,711	\$45,824

EIGHTH ORDER OF BUSINESS

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 2022 at 4:30 p.m. at Summer House Realty, 316 Ash Street, Fernandina Beach, Florida 32097 on the third Tuesday of the following months (*unless otherwise noted):

Tuesday, November 16, 2021

Tuesday, February 15, 2022

Tuesday, May 17, 2022

Tuesday, August 16, 2022

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

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

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

Ernesto Torres
District Manager

NINTH ORDER OF BUSINESS

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING 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. Daniel Laughlin is hereby designated as Registered Agent for the Heron Isles Community Development District.

Section 2. The District's Registered Office shall be located at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

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 upon its adoption.

PASSED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2021.

ATTEST:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

TENTH ORDER OF BUSINESS

RESOLUTION 2022-03

**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 16TH DAY OF NOVEMBER, 2021.

ATTEST

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

ELEVENTH ORDER OF BUSINESS

**CONSENT TO ASSIGNMENT OF THE LANDSCAPE MAINTENANCE AGREEMENT
BY AND BETWEEN HERON ISLES COMMUNITY DEVELOPMENT DISTRICT AND
LIVINGSTON HUFF, INC., D/B/A MARTEX SERVICES INC., TO
THE GREENERY OF NORTH FLORIDA II, INC., D/B/A THE GREENERY, INC.**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this __ day of November, 2021 by and between Livingston Huff, Inc., a Florida corporation doing business as Martex Services Inc., with a mailing address of 3563 S. Fletcher Avenue, Fernandina Beach, Florida 32034 (“**Assignor**”); and The Greenery of North Florida II, Inc., a Florida corporation doing business as The Greenery, Inc., whose mailing address is P.O. Box 6569, Hilton Head, South Carolina 29938 (“**Assignee**”); and Heron Isles Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Nassau County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine , FL 32092 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Landscape and Irrigation Maintenance Services Agreement*, dated October 1, 2017 (the “**Agreement**”); and

WHEREAS, Assignor has entered into a financial partnership with Assignee resulting in Assignor assigning the Agreement to Assignee, which assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section 16 of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.

2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT. The District consents to Assignor’s assignment of the Agreement to Assignee on the condition that the District receive new insurance certificates naming the District, its staff, consultants, agents, and supervisors as additional insured. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

Assignor and Assignee acknowledge and agree that Assignor and Assignee shall be jointly and severally liable for any injury to District property caused by Assignor occurring prior to the effective date of this Assignment.

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee 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: KE Law Group, PLLC
2016 Delta Blvd. Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Assignee: The Greenery of North Florida II, Inc.,
d/b/a The Greenery, Inc.
P.O. Box 6569
Hilton Head, South Carolina 29938
Attn: _____

C. If to Assignor: Livingston Huff, Inc.,
d/b/a Martex Services Inc.
3563 S. Fletcher Avenue
Fernandina Beach, Florida 32034

5. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Attest:

**District: Heron Isles Community
Development District**

Print Name: _____

By: _____
Print Name: _____
Its: _____

Witness:

**Assignor: Livingston Huff, Inc., d/b/a
Martex Services Inc.**

Print Name: _____

By: _____
Print Name: _____
Its: _____

Witness:

**Assignee: The Greenery of North Florida II, Inc.,
d/b/a The Greenery, Inc.**

Print Name: _____

By: _____
Print Name: _____
Its: _____

TWELFTH ORDER OF BUSINESS

Accept

Estimate

Date: Sep 23, 2021
No. 1475

Nassau Pressure Wash LLC

William Appleton
(904) 258-5540 Office
www.nassaupressurewash.net
nassaupressurewash@gmail.com

Presented To:

Heron Isles CDD C/o Riverside Management Services
Ms. Cheryl Graham
Heron Isle Parkway
Yulee, FL 32097
904-813-4393 Cell
cgraham@rmsnf.com



Date of Est.	Description of Service	Qty	Each	Amount
Sep 23, 2021	<p>Fence Soft Wash: Fence from chester rd and HI parkway to behind the first house on Commadore (96742 commadore) Not including signs. Includes removal of all organic matter. Organic matter includes all green matter, algae, dirt, and bugs. Rust and other non-organic stains are not included with this service. Non-organic stains can be removed it is just a different more complex process. The only Organic matter we do not guarantee 100% removal of is artillery fungus.</p> <p>Playground: Childrens play equipment cleaning.</p> <p>Disclaimer: Any items outside or on the porch/patio need to be taken inside or placed in the yard away from the house(if it can not get wet take it inside we spray down everything around working area). All automobiles need to be parked away from the house and close to the street. If you are having your driveway cleaned park on the street also be sure to keep your tires off the curb as we will be cleaning that too. This insures our cleaning solution will not get on anything it shouldn't. Again if something can not get wet it needs to be taken inside. All pets, children, residents and guests will need to be inside and out of the work area for service to be completed. This is for your and our safety. Make sure all windows and doors are properly shut, secure, and have a good proper seal. Nassau Pressure Wash LLC is not</p>	1139 1 1	1.20	1,366.80

responsible for any damages because of improper installation, bad seals, open windows/doors, window a/c units, damages to any items left in work area, over spray, any injures to residents, guests, or other beings, damages due to faulty electrical wiring/installation, so please follow the instructions provided in this disclaimer. Nassau Pressure Wash LLC is also not liable for any damages from water intrusion (make sure you have good seals). If any items are left in work area we will move them at your expense of \$75 an hour minium charge of \$75. We will not replace items to their proper place unless requested. If you are unable to move something due to physical limitations or other ailments let us know, and we will come prepared to take care of it (normally at no extra cost). After service is completed let all surfaces dry before walking, driving, playing, taking animals on, or other use; to insure your safety and the best possible clean. Note we do not guarantee complete removal of artillery fungus, mud dauber nests, wasp nest base stems, vines and/or vine adhesive pads, or inorganic stains. (If you are paying for a restoration service the inorganic stains refrenced in your quote will be removed)

SubTotal	1,366.80
Heron Isles (40%)	-546.72
Total	820.08

Thank you for allowing us the opportunity to present our service to you!

FOURTEENTH 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, August 4, 2021 at 6:00 p.m. at Florida State College at Jacksonville Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097.

Present and constituting a quorum were:

Greg Watson	Chairman
Robert Martyn	Supervisor
Nicole Reams	Supervisor
Wayne Couch	Supervisor

Also present were:

Ernesto Torres	District Manager
Sarah Sandy	Hopping, Green & Sams
Cheryl Graham	Field Operations Manager
Jennifer Kilinski	KE Law Group
Daniel Laughlin	GMS

The following is a summary of the discussion and actions taken at the August 4, 2021 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 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

A resident stated on item number VII where it says consideration of proposals, I won't walk under the archways anymore because they're crumbling. I walk every day with about six other people that clean up that Parkway every day. I also clean up both parks. It's not safe. All of the stones are falling off, just like all of the other ones that go through our Parkway. People are just kind of taking the stones and throwing them into the bushes. Somebody needs to walk the Parkway and look at the conditions, including the fencing that is so bad now. Who takes care of power washing that? I watch the janitors every Monday. They're wonderful people, they're so

nice and they do a great job. They take every bit of trash and pick up. I just wanted to shout out to these people that we hired. The bathrooms always look good.

THIRD ORDER OF BUSINESS

Consideration of Retaining Hopping Green & Sams for Client Matters

Mr. Torres informed the Board the letter enclosed in the agenda package was sent to the Chairman and his recommendation was to bring the letter to the Board to consider. Sarah Warren was serving as the District's counsel under Hopping, Green & Sams. She has since left the firm and a letter was sent to each of her clients informing them that she now works for KE Law Group. There were three choices given to the Board. One is to retain Hopping Green & Sams, number two is to transfer to KE Law Group and number three is to issue a request for qualifications for legal counsel services.

Mr. Watson asked about the rates for KE Law Group. Ms. Kilinski responded that she believed Ms. Warren's billing rate was \$325 per hour at Hopping Green & Sams. KE Law's associates are billing at \$265 to \$285 per hour, Ms. Kilinski's rate is \$320 per hour, however she is willing to be more competitive with that rate. She noted anything that would be routine the paralegals and contract attorneys would handle, so the District would be billed at the lesser rate. Ms. Sandy also spoke and noted that Hopping, Green and Sams would propose she and Michelle Rigoni would work with the District. Ms. Rigoni would handle a large part of the District's needs at a lower billing rate as an associate. The billing rate for HGS would remain at \$285 for Ms. Sandy.

The Board discussed both firms and chose to transfer to KE Law Group with the motion below.

On MOTION by Mr. Watson seconded by Mr. Couch with all in favor choosing alternative #1 to transfer client matters to KE Law was approved.

FOURTH ORDER OF BUSINESS

Acceptance of the Audit Committee's Recommendation

Mr. Torres noted the Audit Committee recommended selecting Berger Toombs Elam Gaines & Frank as the audit firm for Fiscal Years 2021-2025 at a rate of \$16,755.

On MOTION by Mr. Martyn seconded by Mr. Watson with all in favor accepting the Audit Committee’s Recommendation to contract with Berger Toombs Elam Gaines & Frank was approved.

FIFTH ORDER OF BUSINESS

Discussion Regarding Heron Isles Parkway Fence

Mr. Torres reminded the Board that a decision was made at the last meeting to obtain proposals to remove the damaged fence along Heron Isles Parkway and shortly after the meeting, before staff was able to obtain a proposal to remove the fence a cease-and-desist letter was received from the law office of Tomasseti & Prince. The fence is within the County’s right of way and therefore is not on the District’s property.

Mr. Watson stated that he thought the best option would be to inform Blackrock Park that the District is considering removing the fence and they’re welcome to maintain the fence if they wish. Ms. Kilinski responded that it is a viable option to respond to the letter disclaiming ownership of the fence. Given that the fence is not on District’s property, there is no responsibility requirement. She noted the District could also contact the County to remove the fence given that it is on their property and is dilapidated. Mr. Couch noted the new Blackrock subdivision across the street may have an opinion on the fence as well. Mr. Torres stated that staff could also obtain an estimate on what it would cost to clean the fence up, communicate that to Blackrock homeowners and perhaps enter into an agreement to share costs of the maintenance of the fence if it is in their interest. Mr. Martyn stated that the fence has been a constant issue and he is not in favor of constantly expending funds to maintain the fence. Mr. Watson directed Ms. Kilinski to send a letter to Blackrock informing them the District will move toward removing the fence unless they would like to take ownership and maintenance responsibility.

On MOTION by Mr. Watson seconded by Mr. Martyn with all in favor authorizing staff to send notice to the Blackrock community and Nassau County that the fence along Heron Isles Parkway needs to be maintained or removed after researching ownership was approved.

This item will be included on the next agenda to discuss any updates.

SIXTH ORDER OF BUSINESS**Update on Future Storm Drain Repairs**

Mr. Watson informed the Board he and the District Engineer walked the property to review various sinkholes. The engineer will investigate to see if the contractor who made a recent repair to a storm drain is at fault, and if not, a quote was obtained in the amount of \$4,500 to make the repair. Mr. Watson proposed filling the sinkholes with sand and/or dirt and monitor the holes to ensure they do not sink again. He offered to fill the holes himself. This item will be included on the next agenda to update the Board on the status of the holes.

SEVENTH ORDER OF BUSINESS**Consideration of Proposals****A. Painting of Community Sign**

Ms. Graham presented proposals for painting of the community signs noting a proposal was approved at the May meeting, however the approved vendor submitted a new proposal due to an increase in the cost of materials. Mr. Watson suggested approving Rineck's proposal, which does not include painting of the letters. A few letters are missing and will need to be replaced.

On MOTION by Mr. Watson seconded by Mr. Martyn with all in favor Rineck's proposal to paint the community sign was approved. Additionally, purchasing and installing replacement letters for the sign at an amount not to exceed \$500 was approved

Ms. Graham informed the Board she met with a contractor to inquire about getting the stones reset into the pavilion and two towers and she is awaiting a quote.

B. Park Bench Replacement

Ms. Graham informed the Board playground equipment was ordered after the last meeting and the pieces are scheduled to be delivered early September. While Ms. Graham was patching a crack in the slide, a resident asked Ms. Graham if sunshades could be installed, so she will obtain some quotes for the next meeting. The park benches are over 10 years old and the coating has peeled up. A proposal was included in the agenda package for \$2,889 for three benches. The Board opted to hold votes on the remaining items until all of the proposals have been reviewed.

C. Pond Maintenance

Ms. Graham presented four proposals for lake maintenance ranging from \$733.60 to \$1,145 per month. She noted she's worked with the lowest bidder, Future Horizons in the past and they have been reliable.

D. Janitorial Service

Ms. Graham presented three proposals for janitorial service twice a week ranging from \$563.33 to \$720 per month, Amelia Cleaning being the lowest bidder.

E. Landscape Maintenance Services

Ms. Graham presented three proposals for landscape maintenance services ranging from \$60,852 to \$72,984 annually, the current contractor Martex Services being the lowest bidder. The Board discussed the complaints about the current service. Mr. Watson stated that he would meet with the owner to discuss the issues. Mr. Torres noted a 30-day notice could be provided at any time.

F. Roadway / Storm Drain Repair

A proposal from Dennis Armstrong in the amount of \$4,500 was included in the agenda package.

The Board voted on items B through F at this time.

On MOTION by Mr. Martyn seconded by Ms. Reams with all in favor purchasing replacement benches for the park at the quoted amount of \$2,889 was approved.

On MOTION by Ms. Reams seconded by Mr. Watson with all in favor Future Horizons proposal for aquatic maintenance services was approved.

Ms. Reams motioned to approve Amelia Cleaning's proposal for janitorial service. Mr. Watson seconded the motion.

Mr. Watson mentioned that the owner of either Amelia Cleaning or Magic Touch was a resident of Heron Isles, but could not recall which. Ms. Reams suggested tabling consideration of the proposals until that is determined. Consideration of janitorial proposals was tabled.

The Board chose to stick with Martex for landscape maintenance services and Mr. Watson will meet with the owner to discuss the current service issues.

The roadway / storm drain repair proposal from Dennis Armstrong was tabled.

EIGHTH ORDER OF BUSINESS **Acceptance of the Fiscal Year 2020 Audit Report**

Mr. Torres gave a brief overview of the audit report, noting it is a clean audit.

On MOTION by Mr. Watson seconded by Ms. Reams with all in favor the Fiscal Year 2020 audit report was accepted.

NINTH ORDER OF BUSINESS **Public Hearing to Adopt the Budget for Fiscal Year 2022**

Mr. Torres noted the budget will be updated to reflect the newly approved lake maintenance fees. There is no change in assessments included in the budget.

On MOTION by Mr. Watson seconded by Ms. Reams with all in favor the public hearing was opened.

There were no public comments.

On MOTION by Mr. Watson seconded by Ms. Reams with all in favor the public hearing was closed.

A. Consideration of Resolution 2021-06, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2022

On MOTION by Mr. Watson seconded by Ms. Reams with all in favor Resolution 2021-06, relating to annual appropriations and adopting the budget for Fiscal Year 2022 was approved.

B. Consideration of Resolution 2021-07, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2022

Mr. Torres noted this resolution adopts an assessment roll to be submitted to Nassau County.

On MOTION by Mr. Martyn seconded by Ms. Reams with all in favor Resolution 2021-07, imposing special assessments and certifying an assessment roll for Fiscal Year 2022 was approved.

TENTH ORDER OF BUSINESS

Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2022

Mr. Torres suggested tabling this item to work with District Counsel to create a schedule that matches other meetings she attends in Nassau County to keep meeting costs minimal. He asked for approval on meeting on November 4, 2021 at 10:30 a.m.

On MOTION by Ms. Reams seconded by Mr. Watson with all in favor setting a regular meeting on November 4, 2021 at 10:30 a.m. was approved.

ELEVENTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Approval of the Minutes of the May 6, 2021 Board of Supervisors and Audit Committee Meetings

There were no comments on the minutes.

B. Financial Statements

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

C. Assessment Receipts Schedule

A copy of the assessment receipts schedule showing the District is 100% collected was enclosed in the agenda package.

D. Check Register

A copy of the check register totaling \$72,276.25 was enclosed in the agenda package.

On MOTION by Mr. Watson seconded by Ms. Reams with all in favor the consent agenda was approved.
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TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer

The engineer was not in attendance. Mr. Watson asked that the engineer attend the next meeting at least by phone to discuss the sinkholes.

C. District Manager

There being nothing to report, the next item followed.

D. Field Operations Manager – Report

Ms. Graham gave an overview of her report, a copy of which was included in the agenda package.

Martex provided a quote for mulching the landscape beds for a total of \$6,550. Mr. Watson stated that he felt installing mulch under the hedges as they did last install was a waste and that he would discuss it in his talk with the owner of Martex.

On MOTION by Mr. Martyn seconded by Mr. Watson with all in favor installing mulch in the landscape beds in the amount of \$6,550 was approved.
--

On the corners of Starfish and Chester Road and Heron Isles Parkway and Chester Road are two landscape beds with flowers installed. Ms. Graham suggested a Viburnum shrub along the hedges and a smaller yellow and green plant and reducing the number of flowers. The quote for this install is \$879. She asked for a not to exceed \$1,000 so she could work with them on the shrubs. Mr. Watson suggested asking if the HOA would contribute to the landscaping again.

THIRTEENTH ORDER OF BUSINESS

Supervisor’s Requests and Public Comment

Public Comments

There were no public comments.

Supervisor Requests

Mr. Couch asked about the status of a cover for the mailbox kiosks. Mr. Watson responded that the HOA is working on it. Ms. Graham noted that a verbal quote was obtained to add lighting to the mailbox area, however she was told to hold off until the HOA is able to coordinate a cover structure.

Mr. Martyn stated that the no turnaround signs at the end of Commodore Point still have not been installed. Ms. Graham will look into where the signs are at.

Ms. Reams stated that she had an owner on Commodore Point reach out to her a few times to ask that the Board discuss speed bumps on Commodore and the uneven, cracked sidewalks. Mr. Torres stated that staff can put something together for the next meeting for the sidewalks. In regard to speed bumps, Mr. Laughlin noted that due to the roads being District owned roads, a traffic study would have to be done at the District’s expense to determine if speed bumps would be approved by the County.

Mr. Watson informed the Board there is PVC piping located near the wells that needs to be protected from vandalism. He suggested a locked fence be installed around the piping. Ms. Graham suggested a wood fence to blend better with the landscaping and to block the view of the piping. Mr. Torres stated that he would get with Cheryl to come up with something.

FOURTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – November 4, 2021
at 10:30 a.m. at the Florida State College at
Jacksonville Nassau Center**

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Reams seconded by Mr. Watson with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

An Audit Committee meeting of the Heron Isles Community Development District was held on Thursday, August 4, 2021 at 6:00 p.m. at Florida State College at Jacksonville Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097.

Audit Committee Members Present were:

Greg Watson
Robert Martyn
Nicole Reams
Wayne Couch

Also present were:

Ernesto Torres	District Manager
Sarah Sandy	Hopping, Green & Sams
Mike Yuro	District Engineer by telephone
Cheryl Graham	Field Operations Manager
Jennifer Kilinski	KE Law Group
Daniel Laughlin	GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Torres called the meeting to order at approximately 6:00 p.m.

SECOND ORDER OF BUSINESS

Review and Ranking of Proposals for Audit Services

Mr. Torres presented two proposals, one from Grau & Associates and one from Berger, Toombs, Elam, Gaines and Frank. He noted Berger Toombs is the incumbent audit firm. The criteria the proposals will be scored upon are ability of personnel, proposer's experience, understanding the scope of work, ability to furnish the required services, and price. Mr. Torres gave both firms 20 points for ability of personnel due to both firms being very experienced with District audits. He gave Grau & Associates 19 points for proposer's experience and Berger Toombs 20 points for the same. For understanding the scope of work he also gave Grau & Associates 19 points and Berger Toombs 20 points. For ability to furnish the required services, both firms were given 20 points. For price, Berger Toombs proposed a price of \$16,755 for five years of service and Grau proposed a price of \$17,000.

On MOTION by Mr. Watson seconded by Mr. Martyn with all in favor the ranking Berger, Toombs, Elam, Gaines & Frank #1 and Grau & Associates #2 was approved.

THIRD ORDER OF BUSINESS

Other Business

There was no other business.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Watson seconded by Ms. Reams with all in favor the Audit Committee meeting was adjourned.

B.

HERON ISLES
Community Development District
Unaudited Financial Statements
as of
September 30, 2021

Meeting Date
November 16, 2021

Heron Isles
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
September 30, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	<u>Total Governmental Funds</u>
ASSETS:				
Cash - Wells Fargo	\$112,213	---	\$43,821	\$156,034
State Board	\$213	---	\$2,003	\$2,215
Custody-Reserves	\$753	---	---	\$753
Custody-Excess Funds	\$93,741	---	---	\$93,741
Investments:				
Series 2017A-1				
Revenue	---	\$48,780	---	\$48,780
Series 2017A-2				
Reserve	---	\$33,688	---	\$33,688
Prepayment	---	\$9,447	---	\$9,447
Prepaid Expenses	\$18,857	---	---	\$18,857
Electric Deposits	\$1,580	---	---	\$1,580
Assessment Receivable	\$1,704	\$922	---	\$2,626
	<u>\$229,061</u>	<u>\$92,837</u>	<u>\$45,824</u>	<u>\$367,722</u>
TOTAL ASSETS				
LIABILITIES:				
Accounts Payable	\$21,263	---	---	\$21,263
Accrued Expenses	\$1,075	---	---	\$1,075
FUND BALANCES:				
Restricted for Debt Service	---	\$92,837	---	\$92,837
Restricted for Capital Reserve	---	---	\$45,824	\$45,824
Nonspendable	\$20,437	---	---	\$20,437
Assigned	\$0	---	---	\$0
Unassigned	\$186,286	---	---	\$186,286
	<u>\$229,061</u>	<u>\$92,837</u>	<u>\$45,824</u>	<u>\$367,722</u>
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS				

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/21

	ADOPTED BUDGET	PRORATED BUDGET Thru 09/30/21	ACTUAL Thru 09/30/21	VARIANCE
Revenues				
Assessments - On Roll	\$412,343	\$412,343	\$419,420	\$7,077
Interest/Misc Revenue	\$400	\$400	\$11	(\$390)
Access Key Cards	\$100	\$100	\$0	(\$100)
Total Revenues	\$412,843	\$412,843	\$419,430	\$6,587
Expenditures				
<i>Administrative</i>				
Supervisor Fees	\$6,000	\$6,000	\$2,600	\$3,400
FICA Expense	\$459	\$459	\$199	\$260
Engineering	\$4,000	\$4,000	\$2,080	\$1,920
Assessment Roll	\$7,500	\$7,500	\$7,500	\$0
Dissemination	\$1,500	\$1,500	\$1,500	\$0
Attorney	\$15,000	\$15,000	\$16,360	(\$1,360)
Annual Audit	\$3,250	\$3,250	\$3,250	\$0
Trustee Fees	\$3,800	\$3,800	\$3,717	\$83
Management Fees	\$45,423	\$45,423	\$45,423	\$0
Computer Time	\$1,000	\$1,000	\$1,000	\$0
Website Compliance	\$1,700	\$1,700	\$500	\$1,200
Telephone	\$200	\$200	\$96	\$104
Postage	\$800	\$800	\$331	\$469
Printing & Binding	\$1,500	\$1,500	\$547	\$953
Rental & Leases	\$120	\$120	\$40	\$80
Meeting Room Rental	\$1,000	\$1,000	\$365	\$635
Insurance	\$13,629	\$13,629	\$13,321	\$308
Legal Advertising	\$5,350	\$5,350	\$3,102	\$2,248
Other Current Charges	\$7,000	\$7,000	\$7,163	(\$163)
Office Supplies	\$100	\$100	\$38	\$62
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative Expenditures	\$119,506	\$119,506	\$109,307	\$10,199
<i>Utilities</i>				
Electric	\$31,740	\$31,740	\$25,118	\$6,622
Water & Sewer	\$64,000	\$64,000	\$37,436	\$26,564
Total Utilities	\$95,740	\$95,740	\$62,554	\$33,186

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/21

	ADOPTED BUDGET	PRORATED BUDGET Thru 09/30/21	ACTUAL Thru 09/30/21	VARIANCE
Expenditures				
<i>Contract Services</i>				
Landscape Maintenance	\$60,852	\$60,852	\$60,852	\$0
Landscape Contingency	\$15,000	\$15,000	\$1,758	\$13,242
Irrigation Maintenance	\$3,000	\$3,000	\$5,727	(\$2,727)
Lake Maintenance	\$12,900	\$12,900	\$12,900	\$0
Janitorial Services	\$7,200	\$7,200	\$7,200	\$0
Trash Removal Services	\$7,440	\$7,440	\$7,440	\$0
Management Company	\$11,220	\$11,220	\$935	\$10,285
Facility Management	\$0	\$0	\$9,786	(\$9,786)
Pest Control Services	\$250	\$250	\$248	\$2
Holiday Decorations	\$1,500	\$1,500	\$0	\$1,500
Total Contract Services	\$119,362	\$119,362	\$106,846	\$12,516
<i>Repairs & Maintenance</i>				
Facility Repairs	\$15,000	\$15,000	\$12,793	\$2,207
Misc Repairs & Maintenance	\$0	\$0	\$2,602	(\$2,602)
Total Repairs & Maintenance	\$15,000	\$15,000	\$15,396	(\$396)
<i>Reserves</i>				
Capital Reserve - Transfer Out	\$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	(\$39,561)
TOTAL EXPENDITURES	\$412,843	\$412,843	\$396,898	\$15,946
EXCESS REVENUES (EXPENDITURES)	(\$0)		\$22,532	
FUND BALANCE - Beginning	\$0		\$184,191	
FUND BALANCE - Ending	(\$0)		\$206,723	

**Heron Isles
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	\$2,277	\$6,183	\$3,648	\$3,631	\$681	\$1,488	\$0	\$0	\$1,704	\$419,420
Interest Income	\$1	\$0	\$0	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$11
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$1,606	\$22,143	\$376,058	\$2,279	\$6,185	\$3,649	\$3,632	\$683	\$1,489	\$1	\$1	\$1,705	\$419,430
<u>EXPENDITURES:</u>													
<u>Administrative:</u>													
Supervisors	\$0	\$800	\$0	\$0	\$800	\$0	\$0	\$600	\$0	\$0	\$400	\$0	\$2,600
FICA Expense	\$0	\$61	\$0	\$0	\$61	\$0	\$0	\$46	\$0	\$0	\$31	\$0	\$199
Engineering	\$0	\$0	\$0	\$390	\$520	\$0	\$0	\$585	\$585	\$0	\$0	\$0	\$2,080
Attorney	\$0	\$2,307	\$1,862	\$1,707	\$2,730	\$420	\$897	\$1,380	\$217	\$1,650	\$2,223	\$968	\$16,360
Dissemination	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$1,500
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,717	\$0	\$0	\$3,717
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,250	\$0	\$0	\$0	\$3,250
Assessment Roll Services	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Management Fees	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$3,785	\$45,423
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Website Administration	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$500
Telephone	\$0	\$0	\$0	\$0	\$0	\$58	\$0	\$0	\$0	\$0	\$0	\$0	\$96
Postage	\$75	\$6	\$29	\$168	\$4	\$9	\$4	\$8	\$6	\$8	\$0	\$13	\$331
Printing & Binding	\$7	\$65	\$37	\$4	\$126	\$27	\$18	\$9	\$92	\$14	\$99	\$51	\$547
Rental & Leases	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40	\$0	\$40
Insurance	\$13,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,321
Legal Advertising	\$318	\$0	\$0	\$327	\$0	\$0	\$406	\$275	\$0	\$1,226	\$0	\$551	\$3,102
Other Current Charges	\$39	\$6,572	\$34	\$45	\$0	\$241	\$36	\$39	\$50	\$33	\$34	\$39	\$7,163
Meeting Room Rental	\$0	\$150	\$0	\$0	\$175	\$0	\$40	\$0	\$0	\$0	\$0	\$0	\$365
Office Supplies	\$1	\$13	\$0	\$0	\$15	\$1	\$0	\$0	\$0	\$0	\$0	\$7	\$38
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$25,471	\$14,009	\$5,998	\$6,677	\$8,467	\$4,791	\$5,437	\$6,976	\$8,235	\$10,683	\$6,862	\$5,700	\$109,307
<u>Maintenance:</u>													
Electric	\$2,001	\$2,002	\$2,003	\$2,003	\$2,017	\$2,152	\$2,189	\$2,109	\$2,217	\$2,165	\$2,087	\$2,172	\$25,118
Water & Sewer	\$5,438	\$5,306	\$4,522	\$4,379	\$3,378	\$1,671	\$1,010	\$893	\$2,865	\$2,747	\$3,677	\$1,550	\$37,436
Landscape Maintenance	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$60,852
Landscape Contingency	\$0	\$648	\$463	\$0	\$0	\$648	\$0	\$0	\$0	\$0	\$0	\$0	\$1,758
Irrigation Repairs	\$1,085	\$0	\$474	\$288	\$257	\$269	\$1,022	\$589	\$0	\$1,700	\$0	\$43	\$5,727
Lake Maintenance	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$1,075	\$12,900
Janitorial	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$7,200
Trash Removal Services	\$620	\$620	\$620	\$620	\$620	\$620	\$620	\$620	\$620	\$620	\$620	\$620	\$7,440
Management Company	\$935	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$935
Facility Management	\$0	\$436	\$935	\$935	\$935	\$935	\$935	\$935	\$935	\$935	\$935	\$935	\$9,786
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$248	\$0	\$0	\$0	\$0	\$248
Facility Repairs	\$464	\$0	\$0	\$0	\$395	\$60	\$0	\$0	\$270	\$450	\$5,160	\$5,994	\$12,793
Misc Repairs & Maintenance	\$0	\$0	\$2,602	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,602
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$17,289	\$15,758	\$18,366	\$14,971	\$14,348	\$13,102	\$12,522	\$12,140	\$13,652	\$15,363	\$19,224	\$18,060	\$184,795
Total Expenditures	\$42,760	\$29,767	\$24,364	\$21,647	\$22,815	\$17,893	\$17,959	\$19,116	\$21,888	\$26,047	\$26,086	\$23,760	\$294,102
<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)	(\$7,193)	(\$7,624)	\$420,530	(\$19,369)	(\$16,630)	\$4	(\$14,244)	(\$14,327)	(\$18,434)	(\$20,399)	(\$26,046)	(\$22,055)	\$22,532

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2017
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/21

	ADOPTED BUDGET	PRORATED BUDGET Thru 09/30/21	ACTUAL Thru 09/30/21	VARIANCE
Revenues				
Special Assessments - On Roll	\$233,370	\$233,370	\$226,798	(\$6,572)
Prepayments	\$0	\$0	\$11,947	\$11,947
Interest Income	\$0	\$0	\$8	\$8
Total Revenues	\$233,370	\$233,370	\$238,753	\$5,384
Expenditures				
Series 2017A1				
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	\$27,047	\$27,047	\$0
Principal - 5/1	\$100,000	\$100,000	\$95,000	\$5,000
Special Call - 5/1	\$0	\$0	\$5,000	(\$5,000)
Series 2017A2				
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	\$18,000	\$17,875	\$125
Principal - 5/1	\$30,000	\$30,000	\$30,000	\$0
Special Call - 5/1	\$0	\$0	\$5,000	(\$5,000)
Total Expenditures	\$220,494	\$220,294	\$245,169	(\$24,875)
Other Sources/(Uses)				
Interfund Transfer In(Out)	\$0	\$0	\$0	\$0
Total Other Sources/(Uses)	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$12,876		(\$6,416)	
FUND BALANCE - Beginning	\$60,264		\$99,252	
FUND BALANCE - Ending	\$73,139		\$92,837	

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL RESERVE

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/21

	ADOPTED BUDGET	PRORATED BUDGET Thru 09/30/21	ACTUAL Thru 09/30/21	VARIANCE
Revenues				
Capital Reserve Transfer In	\$43,236	\$43,236	\$43,236	\$0
Interest Income	\$50	\$50	\$3	(\$47)
Total Revenues	\$43,286	\$43,286	\$43,239	(\$47)
Total Revenues				
Capital Outlay	\$20,000	\$20,000	\$0	\$20,000
Repair & Maintenance	\$0	\$0	\$24,698	(\$24,698)
Other Current Charges	\$500	\$500	\$387	\$113
Total Expenditures	\$20,500	\$20,500	\$25,085	(\$4,585)
EXCESS REVENUES (EXPENDITURES)	\$22,786		\$18,154	
FUND BALANCE - Beginning	\$35,552		\$27,670	
FUND BALANCE - Ending	\$58,338		\$45,824	

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:	\$75,990.63
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)
Less: May 1, 2021	(\$95,000)
Less: May 1, 2021 (Prepayment)	(\$5,000)

Current Bonds Outstanding	\$1,790,000
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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:	\$34,125.00
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)
Less: May 1, 2021	(\$30,000)
Less: May 1, 2021 (Prepayment)	(\$5,000)

Current Bonds Outstanding	\$680,000
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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	27,439.53	9,630.24	17,809.29
INSTALLMENTS	12/30/20	400.60	140.60	260.00
5	01/06/21	3,508.94	1,231.51	2,277.43
6	02/04/21	9,527.10	3,343.65	6,183.45
7	03/04/21	5,620.37	1,972.54	3,647.83
8	04/08/21	5,594.30	1,963.39	3,630.91
9	05/06/21	1,049.82	368.45	681.37
10	06/03/21	-	-	-
11	06/03/21	-	-	-
TAX CERTIFICATES	06/09/21	2,292.31	804.51	1,487.80
INTEREST	10/14/21		-	4.98
EXCESS FEES	10/29/21	2,625.65	921.50	1,704.15
			-	-
TOTAL TAX ROLL RECEIPTS		646,217.50	226,797.98	419,424.50

TOTAL DUE TAX ROLL RECEIPTS	(10,906.79)	(3,827.88)	(7,083.89)
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PERCENT COLLECTED	TOTAL	DEBT	O&M
% COLLECTED TAX ROLL	101.72%	101.72%	101.72%

D.

HERON ISLES
Community Development District

Check Register Summary- General Fund

7/01/2021 - 9/30/2021

<i>Check Date</i>	<i>Check #'s</i>	<i>Total</i>	<i>Total Amount</i>
General Fund			
7/1/21 - 7/31/21	351-359	\$19,608.76	
8/1/21 - 8/31/21	360-368	\$12,227.48	
9/1/21 - 9/30/21	369-377	\$38,830.76	

Total

\$70,667.00

Autopayments

7/6/21	JEA Online Payment	\$2,747.48
7/7/21	FPL Online Payment	\$2,165.03
8/4/21	JEA Online Payment	\$3,676.76
8/6/21	FPL Online Payment	\$2,086.58
9/2/21	JEA Online Payment	\$1,549.52
9/7/21	FPL Online Payment	\$2,172.32

Total

\$14,397.69

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/13/21	00045	6/30/21	772	202106	320-57200-46600		TRASH PICK UP 6/30/21	*	620.00		
		6/30/21	772	202106	320-57200-46700		JANITORIAL SRVS 6/30/21	*	600.00		
ALL REPAIRS & MAINTENANCE										1,220.00	000351
7/13/21	00113	6/30/21	354715	202106	310-51300-32200		AUDIT FYE 9/30/20	*	3,250.00		
BERGER, TOOMBS, ELAM, GAINES&FRANK										3,250.00	000352
7/13/21	00100	5/02/21	14216955	202105	320-57200-34800		TERMITE WRRTY RECURRING	*	248.00		
BUG OUT SERVICES										248.00	000353
7/13/21	00014	7/01/21	209	202107	310-51300-34000		JULY MANAGEMENT FEES	*	3,785.25		
		7/01/21	209	202107	310-51300-35110		JULY WEBSITE ADMIN	*	41.67		
		7/01/21	209	202107	310-51300-35100		JULY INFORMATION TECH	*	83.33		
		7/01/21	209	202107	310-51300-31300		JULY DISSEM AGENT SRVS	*	125.00		
		7/01/21	209	202107	310-51300-51000		OFFICE SUPPLIES	*	.39		
		7/01/21	209	202107	310-51300-42000		POSTAGE	*	7.68		
		7/01/21	209	202107	310-51300-42500		COPIES	*	13.65		
GOVERNMENTAL MANAGEMENT SERVICES										4,056.97	000354
7/13/21	00006	6/30/21	123700	202105	310-51300-31500		MAY GENERAL COUNSEL	*	1,380.00		
HOPPING GREEN & SAMS										1,380.00	000355
7/13/21	00058	6/23/21	647772	202107	310-51300-48000		NOTICE OF BUDGET HEARING	*	1,114.50		
NEWS LEADER										1,114.50	000356
7/13/21	00065	7/01/21	8	202107	320-57200-34100		JULY FACILITY MANAGEMENT	*	935.00		
RIVERSIDE MANAGEMENT SERVICES, INC.										935.00	000357
7/13/21	00015	7/01/21	587202	202107	320-57200-46500		JULY LAKE MAINTENANCE	*	1,075.00		
THE LAKE DOCTORS, INC.										1,075.00	000358

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #	
7/23/21	00082	6/22/20 11162	202010 320-57200-46250	IRRIGATION REPAIR	*	581.52		
		8/31/20 12472	202010 320-57200-46250	AUG IRRIGATION REPAIR	*	213.60		
		12/31/20 13536	202012 320-57200-46210	PODOCARPUS PLANTING	*	463.17		
		3/01/21 13999	202103 320-57200-46200	MAR LANDSCAPE MAINTENANCE	*	5,071.00		
							MARTEX SERVICES	6,329.29 000359
8/06/21	00045	7/31/21 810	202107 320-57200-46600	JANITORIAL SRVS	*	600.00		
		7/31/21 810	202107 320-57200-46700	TRASH&DEBRIS P/U,RPLC BAG	*	620.00		
							ALL REPAIRS & MAINTENANCE	1,220.00 000360
8/06/21	00014	8/01/21 210	202108 310-51300-34000	AUG MANAGEMENT FEES	*	3,785.25		
		8/01/21 210	202108 310-51300-35110	AUG WEBSITE ADMIN	*	41.67		
		8/01/21 210	202108 310-51300-35100	AUG INFORMATION TECH	*	83.33		
		8/01/21 210	202108 310-51300-31300	AUG DISSEM AGENT SRVCS	*	125.00		
		8/01/21 210	202108 310-51300-42500	COPIES	*	98.55		
							GOVERNMENTAL MANAGEMENT SERVICES	4,133.80 000361
8/06/21	00126	7/21/21 721212	202107 320-57200-49700	ADD 18' BARRIER OF DIRT	*	150.00		
							IRVING SORIANO DBA	150.00 000362
8/06/21	00015	8/01/21 593832	202108 320-57200-46500	AUG LAKE MAINTENANCE	*	1,075.00		
							THE LAKE DOCTORS, INC.	1,075.00 000363
8/06/21	00031	7/23/21 6205972	202107 310-51300-32300	FY21 TRUSTEE FEE SE2017	*	862.50		
		7/23/21 6205972	202107 300-15500-10000	FY22 TRUSTEE FEE SE2017	*	2,587.50		
		7/23/21 6205972	202107 310-51300-32300	INCIDENTAL EXPENSES	*	267.38		
							US BANK	3,717.38 000364
8/17/21	00058	8/01/21 07213011	202107 310-51300-48000	NOTICE OF MEETING7/7-7/14	*	111.30		
							NEWS LEADER	111.30 000365
HIC -HERON ISLES - BPEREGRINO								

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/17/21	00065	8/01/21	9	202108	320	57200	34100		AUG FAC MANAGEMENT RIVERSIDE MANAGEMENT SERVICES, INC.	*	935.00	935.00	000366
8/17/21	00110	7/29/21	2914	202106	310	51300	31100		JUNE ENGINEERING SERVICES YURO AND ASSOCIATES, LLC.	*	585.00	585.00	000367
8/25/21	00126	7/27/21	72121	202107	320	57200	49700		RPR FENCE ON CHESTER RD IRVING SORIANO DBA	*	300.00	300.00	000368
9/07/21	00006	7/26/21	124012	202106	310	51300	31500		JUN GENERAL COUNSEL	*	217.00		
		8/27/21	124820	202107	310	51300	31500		JUL GENERAL COUNSEL HOPPING GREEN & SAMS	*	1,650.00	1,867.00	000369
9/22/21	00040	9/09/21	14151	202109	300	15500	10000		FY22 INSURANCE RENEWAL EGIS INSURANCE ADVISORS, LLC	*	13,786.00	13,786.00	000370
9/22/21	00128	9/02/21	1376	202108	320	57200	49700		RPLC LIGHTS	*	4,012.50		
		9/02/21	1377	202108	320	57200	49700		INSTALL GFI RECEPTACLES ELECTRICAL AND MORE, LLC	*	1,020.00	5,032.50	000371
9/22/21	00014	9/01/21	211	202109	310	51300	34000		SEPT MANAGEMENT FEES	*	3,785.25		
		9/01/21	211	202109	310	51300	35110		SEPT WEBSITE ADMIN	*	41.67		
		9/01/21	211	202109	310	51300	35100		SEPT INFORMATION TECH	*	83.33		
		9/01/21	211	202109	310	51300	31300		SEPT DISSEM AGENT SERVICE	*	125.00		
		9/01/21	211	202109	310	51300	51000		OFFICE SUPPLIES	*	6.70		
		9/01/21	211	202109	310	51300	42000		POSTAGE	*	12.96		
		9/01/21	211	202109	310	51300	42500		COPIES	*	50.70		
		9/01/21	211	202109	310	51300	41000		TELEPHONE GOVERNMENTAL MANAGEMENT SERVICES	*	37.45	4,143.06	000372

HIC -HERON ISLES - BPEREGRINO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/22/21	00127	9/01/21	141	202108	310	51300	31500		AUG GENERAL COUNSEL/MTG KE LAW GROUP	*	1,874.25	1,874.25	000373
9/22/21	00124	8/30/21	683	202109	320	57200	49700		PAINTING SIGNS	*	2,872.16		
		9/02/21	684	202109	320	57200	49700		PAINTING SIGNS + REPAIRS	*	3,122.16		
									RINECK PAINTING AND CARPENTRY, LLC			5,994.32	000374
9/22/21	00065	9/01/21	10	202109	320	57200	34100		SEPT FACILITY MANAGEMENT	*	935.00		
									RIVERSIDE MANAGEMENT SERVICES, INC.			935.00	000375
9/22/21	00125	9/15/21	666560	202109	320	57200	46200		SEPT LANDSCAPE MAINT	*	5,071.00		
									THE GREENERY, INC			5,071.00	000376
9/30/21	00014	9/21/21	213	202108	320	57200	49700		MAINTENANCE SUPPLIES	*	127.63		
									GOVERNMENTAL MANAGEMENT SERVICES			127.63	000377
TOTAL FOR BANK B											70,667.00		
TOTAL FOR REGISTER											70,667.00		

FIFTEENTH ORDER OF BUSINESS

A.



MEMORANDUM

To: District Manager
District Engineer

From: District Counsel

Date: October 12, 2021

Subject: Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
(last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

- Forthcoming.

Exhibit A



MEMORANDUM

To: District Manager, District Engineer
From: District Counsel
Date: September 7, 2021
Subject: Wastewater Services and Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:

Name of stormwater utility, if applicable:

Contact Person

Name:

Position/Title:

Email Address:

Phone Number:

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?
If no, do you have another funding mechanism?
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?
If Yes:
How many years does the plan(s) cover?
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?
If Yes, does it include 100% of your facilities?
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify:
<input type="checkbox"/>	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction's storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0

B.

1.

WORK AUTHORIZATION

November 16, 2021

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

Subject: **Work Authorization,
Heron Isles Community Development District**

Dear Chairperson, Board of Supervisors:

Yuro & Associates, LLC (“Engineering Professional”) is pleased to submit this work authorization to provide professional services for the Heron Isles Community Development District. We will provide these services pursuant to our current agreement dated February 7, 2019 (“Agreement”) as follows:

I. Scope of Work

Heron Isles Community Development District (“District”) hereby engages the services of Engineering Professional to perform the work described in **Schedule A**, attached hereto, related to stormwater reporting requirements due June 30, 2022.

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Schedule A**.

This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Yuro & Associates, LLC. We look forward to helping you create a quality project.

Sincerely,



Authorized Representative of
Yuro & Associates, LLC

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Heron Isles Community Development District

Date: _____

Schedule A

Stormwater Reporting/Analysis

We have reviewed the 24 page stormwater needs analysis document provided by the Office of Economic and Demographic Research (OEDR) to determine the level of effort that will be required to complete the document by the June 30, 2022 deadline. A summary of the efforts that will be required by our office to comply with this requirement includes, but is not limited to:

- Review & fill out all required forms
- Coordinate with the District Manager and/or District Attorney, as necessary, to address a number of requirements including current and projected maintenance funding, stormwater management program, future improvements, etc.
- Review the permitted plans in order to fill out required forms
- Conduct a site visit, as necessary to supplement information from the plan review
- Provide complete description of stormwater management system for the District
- Provide the total length of buried pipe within the District boundaries
- Provide the total number of ponds, weirs, & pollutant separators
- Provide a GIS shapefile with current and projected service area
- Evaluate and provide the estimated remaining useful life for the elements of the stormwater system

We anticipate that it will be a fairly involved process which will require a significant effort on our part.

We estimate that this effort will take approximately 48 hours to complete at a unit rate of \$135/hr for a total Lump Sum cost of \$6,480.00.

2.

WORK AUTHORIZATION

November 16, 2021

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

Subject: **Work Authorization,
Heron Isles Community Development District**

Dear Chairperson, Board of Supervisors:

Yuro & Associates, LLC (“Engineering Professional”) is pleased to submit this work authorization to provide professional services for the Heron Isles Community Development District. We will provide these services pursuant to our current agreement dated February 7, 2019 (“Agreement”) as follows:

I. Scope of Work

Heron Isles Community Development District (“District”) hereby engages the services of Engineering Professional to perform the work described in **Schedule A**, attached hereto, related to bi-annual stormwater management system inspection requirements.

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Schedule A**.

This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Yuro & Associates, LLC. We look forward to helping you create a quality project.

Sincerely,



Authorized Representative of
Yuro & Associates, LLC

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Heron Isles Community Development District

Date: _____

Schedule A

Stormwater Reporting/Analysis

Permit condition #16 of the Operation & Maintenance Permit for Heron Isles (Permit #89907-5) states that “*the operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted...*”. Yuro & Associates contract with the Heron Isles CDD was executed on February 7, 2019 and since that time we have not yet completed this permit requirement on behalf of the district.

This Work Authorization includes:

- Review the existing permit, design plans and as-built plans of the community to ensure a full understanding of the entire stormwater management system design & function.
- Conduct a field inspection of the entire stormwater management system, including inlets, ponds and outfall structures
- Fill out, sign & seal the required SJRWMD form and provide to the CDD manager for your records
- Prepare a letter report to the Board to summarize the results of the inspection

We estimate that this effort will take approximately 16 total hours to complete at a unit rate of \$135/hr for a total Lump sum cost of \$2,200.00

D.

Heron Isles Community Development District
Operations Report
October 2021

Community Signs:

As approved by the Board of Supervisors, all community signs were pressure washed, cracks were repaired and the signs were repainted. There are two (2) letters on order with Fast Signs in Jacksonville for the letter “H” that someone chose to remove.

Community – Perimeter Fence: After a review of the vinyl fencing, the worst areas were from the corner of Heron Isles Parkway at Chester Road to the back of the home on the corner at Commodore Point. This area was cleaned by Blackwelder Pressure Washing for a cost of \$250.00.

Note: There has been no action from Blackrock Hammock on the vinyl fence on Heron Isles Parkway from Blackrock Road to the east side of pond 17 on Heron Isles Parkway.

Landscaping:

The landscaping is maintained by Martex Services under their new partnership known as The Greenery Inc. As of November 1st, the “off-peak” season for landscaping service began. Martex is now mowing on a bi-weekly basis and as the grass becomes dormant, they will focus on the trimming of trees and shrubs.

The proposal for mulch was approved and it was determined to place mulch in all landscape beds but not under the shrubs along the fence. Mulch will be placed in the beds along the fence where there is a cluster of Ligustrum’s.

Martex was asked to provide a quote to install complimenting shrubs at the corners of Heron Isles Parkway and Chester Road, Starfish Drive and Chester Road and Breezeway Court and Chester Road. This would be in place of having a small bed of annuals in these locations and would require no change in plant material moving forward which would leave funds for enhancement in other locations.

- Attached you will find proposal # 30397 in the amount of \$3,401.43 to replace the annuals with shrubs
- Also attached you will find proposal # 30395 in the amount of \$2,106.00 for the replacement of the existing annuals with a seasonal annuals.

Ponds:

Future Horizons began servicing the ponds on October 1st. A thorough review was performed with Chris Railings of Future Horizons to ensure access easements were identified for the technician.

There was an issue with depleted oxygen in pond 20 between Gaylon Drive and Albatross Drive shortly after the transition. Chris Railing reviewed the pond on Monday following the fish kill to ensure all conditions were back to normal.

Restroom Facility /Janitorial Service:

On October 1st, Magic Touch Cleaning Service began debris removal and janitorial service for the playgrounds and restroom facility.

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, Contractor performed the necessary repairs.

There was a deep hole at the corner of Coral Reef Road and Heron Isles Parkway that was a great concern. Upon reviews performed by Rich Hall and by Dennis Armstrong, it was determined that this required extensive repair to the drainage pipes. The work was recently completed by Dennis Armstrong for a cost of \$21,229.00. By June, holes were discovered between the sidewalk and the curb near the corner of Coral Reef Road and Heron Isles Parkway. These holes range in depths of 3", 6" and 11: +/- and are near the area that was repaired by Dennis Armstrong. Dennis was contacted and an estimate was provided on June 21st in the amount of \$4,500.00. (Copy attached)

At the request of the Board, Nassau County Road and Bridges was contacted to see if they would take on the responsibility to repair this issue. The issue was reviewed and a determination was made that the wrapping around the French drain was pulling dirt that was causing the erosion. New wrapping was placed around the drain, excess fabric was placed on top and area was filled with dirt. Work was completed on November 4th. No cost to the District.

Note: The following addressed listed have depressions that are periodically reviewed for changes that would increase a concern:

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

Updates:

Lighting - Community Signs and Towers

As approved by the Board of Supervisors, all of the landscape lights for the community signs and towers have been replaced. Receptacle boxes were checked to ensure all worked, replacements made when necessary and covers were placed on all of them. Three (3) community signs do not have electrical power but solar lighting has been installed. These locations have two (2) lights per sign to ensure each sign has sufficient lighting to match the other signs.

Mailbox Kiosk – Expansion of Parking Area

Two proposals have been provided for the expansion of the parking area by the mailbox kiosk;

- A-Plus Construction - quote # 1003 for \$3,500.00
- KT Concrete – quote 00018 for \$3,400.00

Sidewalks – Broken & Tripping Hazards

As requested by the Board, the sidewalks on Commodore Point Drive have been reviewed and broken sidewalk and tripping hazards have been identified and have been painted yellow.

Met with Santana of A-Plus Concrete to review the sidewalks and provide a quote.

Also asked Kenny Turner of KT Concrete to provide a quote.

On-site reviews of the sidewalks were performed but due to their heavy workload they have not provide the quotes yet.

Replacement Stones for Small Towers: Small towers (2) and Community signs were on the schedule to get pricing. Ted Richardson has reviewed each structure and is searching for the stones needed for this job.

Washout Area – South Towner on Heron Isles Pkwy.

Small blocks were added between the two rear columns of the tower to prevent water and dirt from flowing onto the sidewalk. The area is monitored regularly.

Playground:

Main playground:

- Order was placed with Miracle Recreation to replace the single slide (that has cracked even more) the double slide, the half bubble and an activity board. As soon as the merchandise is received, it will be installed. The Sales representative is contacted regularly for a delivery date.
- The quote for three (3) new park benches was approved during the August meeting. Benches are scheduled to be installed on November 5th.

Secondary playground:

- Fitness Center at secondary park is missing the top pull up bar. An order was placed with Playmore Recreation to replace the upper pull up bar that is missing from the Energi fitness system. This part has been received and will be installed as soon as possible.

Irrigation Wells:

As the request of the Board, proposals for fencing to be installed around the two (2) irrigation wells on Heron Isles Parkway were requested. Contractors were asked to provide quotes for 6' tan vinyl fencing which is used in the community.

Quotes have been received from:

- Tri State Handy Help in the amount of \$2,400.00
- Wolfe Fencing in the amount of \$2,600.00

Work Order Proposal



Proposal Date: 10/13/2021
Proposal Work Order #: 30397
Prepared By:

Property Name: Heron Isles CDD
Address: 96005 Starlight Lane, Yulee, FL 32097
Client Contact: JAX71 -24165
Client Phone #:

Landscape Work

Replace four seasonal flower beds with permanent plantings

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE
Planting				
Loropetalum 'Ruby' - 3 Gal	48.00	3 Gallon	\$25.47	\$1,222.40
Dwarf Umbrella Tree - 3 Gal	72.00	3 Gallon	\$26.47	\$1,905.85
Bagged Mulch	35.00	Bag	\$7.81	\$273.18
Total for Work Order #30397				\$3,401.43

These shrubs would be placed in front of the existing Viburnum shrubs located at:
1 - Corner of Heron Isles Parkway & Chester Road (largest bed)
2 - Corner of Starfish Lane & Chester Road
3 - Corner of Breezeway Court & Chester Road

TERMS & CONDITIONS

1. Plant Guarantee. Martex Services - The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by Martex Services - The Greenery, Inc. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
2. Exclusions. Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
3. Deer. Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. Martex Services - The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, Martex Services - The Greenery, Inc. is not responsible for any resultant damage.
4. Tree Work. Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding, or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
5. Utility Locates. Martex Services - The Greenery, Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. Martex Services - The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
6. Irrigation Pricing. The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is \$75 per hour. Any irrigation prices included in this bid are an estimation only.
7. New Construction Irrigation Installation. Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
8. Drainage. Any drainage installation is meant to improve conditions but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
9. Access to Jobsite. Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
10. Invoicing. Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. If the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
11. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.
12. Promotional Clause. The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

13. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. Martex Services - The Greenery, Inc. will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property.

Property Name: Heron Isles CDD
Address: 96005 Starlight Lane, Yulee, FL 32097
Client Contact: JAX71 -24165
Client Phone #:

Proposal Date: 10/13/2021
Proposal Work Order #: 30397
Prepared By:

Total: \$3,401.43

By _____

Date 10/13/2021

Martex Services - The Greenery, Inc.

By _____

Date _____

Work Order Proposal



Proposal Date: 10/13/2021
Proposal Work Order #: 30395
Prepared By: Jon Korman

Property Name: Heron Isles CDD
Address: 96005 Starlight Lane, Yulee, FL 32097
Client Contact: JAX71 -24165
Client Phone #:

Seasonal Flower Beds

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
Seasonal Flower Beds					\$2,106.00
Seasonal Annuals	1,080.00	4" PT	\$1.95	\$2,106.00	
Total for Work Order #30395					\$2,106.00

This would be the cost for flowers to be planted at the following locations:

- 1 - Corner of Heron Isles Parkway & Chester Road (largest bed)
- 2 - Corner of Starfish Land and Chester Road (two beds)
- 3 - Corner of Breezeway Court & Chester Road (one bed)

TERMS & CONDITIONS

1. Plant Guarantee. Martex Services guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by Martex Services. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
2. Exclusions. Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
3. Deer. Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. Martex Services makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, Martex Services is not responsible for any resultant damage.
4. Tree Work. Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding, or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
5. Utility Locates. Martex Services will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. Martex Services is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
6. Irrigation Pricing. The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is \$75 per hour. Any irrigation prices included in this bid are an estimation only.
7. New Construction Irrigation Installation. Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
8. Drainage. Any drainage installation is meant to improve conditions but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
9. Access to Jobsite. Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
10. Invoicing. Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. If the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
11. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.
12. Promotional Clause. The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

13. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. Martex Services will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property.

Property Name: Heron Isles CDD
Address: 96005 Starlight Lane, Yulee, FL 32097
Client Contact: JAX71 -24165
Client Phone #:

Proposal Date: 10/13/2021
Proposal Work Order #: 30395
Prepared By: Jon Korman

Total: \$2,106.00

By Jon Korman
Jon Korman
Date 10/13/2021
Martex Services

By _____
Date _____

WO# ROAD-42392 status has been changed from Asset Essentials.

1 message

Asset Essentials Administrator <ae-noreply@smtp.dudesolutions.com>
To: "Cheryl Graham(cgraham@rmsnf.com)" <cgraham@rmsnf.com>

Fri, Nov 5, 2021 at 8:21 AM

Date: 11/5/2021 8:21:34 AM

WO#: ROAD-42392

Title: Citizen Portal Request

Source Type: Site

Cost Center:

Status: Completed

Priority:

Work Category: Paved - Drainage

Work Type: Reactive Maintenance

WO Origin: NonPM

Originator: Cheryl Graham

Assigned To: Darren Marsh Doug Ray

Date of Origination: 9/29/2021 4:58:00 PM

Date Assigned: 10/07/2021 01:19:00 PM

Date Expected:

Date Completed: 11/05/2021 08:21:00 AM

Problem: Drainage Maint./Misc

Cause:

Action: Dye test found French drain pipe pulling dirt, went to yard cut 960 SQUARE feet of fabric under drain wrap went back to job and wrapped fabric into a ball and back filled with dirt and packed

Comments:

Custom Fields:

Planned Completion Date:

Planned Man Hours:

Commissioner District : 3

Citizen Name:

Citizen Number:

Contact Name and Number:

Linear Feet Dug or Cleaned:

Users:

Name: Darren Marsh **Job Title:** Maintenance Operations Supervisor **Email:** dmarsh@nassaucountyfl.com **Phone 1:**
Phone 2:

Name: Doug Ray **Job Title:** Road Supervisor **Email:** dray@nassaucountyfl.com **Phone 1:** **Phone 2:**

Labor:

Name: Ray McGuire **Job Title:** Jetter-Vac Operator **Start date:** 11/04/2021 **End date:** 11/04/2021 **Hours:** 0.04

Name: Ray McGuire **Job Title:** Jetter-Vac Operator **Start date:** 11/04/2021 **End date:** 11/04/2021 **Hours:** 2.39

Name: Alan Nelsen **Job Title:** Maintenance Helper **Start date:** 11/04/2021 **End date:** 11/04/2021 **Hours:** 2.50

Name: Alan Nelsen **Job Title:** Maintenance Helper **Start date:** 11/04/2021 **End date:** 11/05/2021 **Hours:** 19.17

Parts:

Tasks:

Work Requested: There is a sink hole on the west corner of Heron Isles Parkway and Coral Reef Road. I am the operations manager for the Heron Isles CDD and we had filled the hole with sand only to see the hole return. This corner is on the County right-of-way and we would like this to be addresses as soon as possible. If you have any questions, please let me know. Many thanks, Cheryl Graham Riverside Management Services on behalf of the Heron Isles CDD email: cgraham@rmsnf.com cell phone: 904-813-4393

Source Sites:

Name: NC Road **No:** **Description:**

A Plus Construction Services, Inc.
165 Oakhill St
Jacksonville, FL 32227-1817
9046120597
chas.aplus@yahoo.com

Estimate



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

ESTIMATE #	DATE	
1003	08/02/2021	

P.O. NUMBER

Heron Isles

DESCRIPTION	QTY	RATE	AMOUNT
Three concrete sidewalks measuring 367 SF	1	3,500.00	3,500.00

TOTAL **\$3,500.00**

Accepted By

Accepted Date



ktconcrete

kennt turner
904 8720127
ktconcrete899@gmail.com

ESTIMATE

EST0018

DATE

08/25/2021

TOTAL

USD \$5,900.00

TO

cheryl graham

9042395305
cgraham@rmsnf.com

DESCRIPTION	RATE	QTY	AMOUNT
parking pad 11'x7'.5"	\$900.00	1	\$900.00
parking pad 11'x7'.5"	\$1,000.00	1	\$1,000.00
22'x9'	\$1,500.00	1	\$1,500.00
Grind trip hazard Commodore point	\$60.00	15	\$900.00
Tear out replace 4x6 broken sidewalk	\$400.00	4	\$1,600.00
TOTAL			USD \$5,900.00

any questions or concerns please feel free to contact me
at 904 872 0127

DATE SIGNED

08/25/2021

Tri State Handy help

1417 Sadler Road # 191

Fernandina Beach, FL 32034

904-477-0665

Tristatehandyhelp@gmail.com

Invoice 0827211

Heron Isles CDD c/o	Phone: 904-239-5305
Riverside Management Services	Email: cgreham@msnf.com
	Date : August 28, 2021

Work Order		
put in fence post and panels (\$ 275 each X 6)		\$1,650
put in fence post, panels and har ware for gate (\$ 375 each X 2)		\$750
50% of monies are required upon estimate acceptance.		
Balance due upon job completion.		
<i>All Quotes are Valid for 15 days</i>		
Subtotal		\$2,400.00
Tax	7%	excmpt
Total		\$2,400.00

TERMS & CONDITIONS

PROPERTY UTILITY LINES

Prior to start of installation: Customer must insure that all underground utility lines have been marked.

Please contact the "Sunshine One Company", who provides this service, by dialing 811.

PAYMENT TERMS

Payment Upon Acceptance of this Proposal is 50% Deposit, remaining 50% balance shall be due at time of Completion of work. We accept all Major Credit Cards. Credit Card purchases include a 3% processing fee. Checks should be made payable to Wolfe Fencing Company.

SCOPE OF WORK

Wolfe Fencing Company will provide all services, materials, labor, tools and equipment needed for completion of work as described in the quote. All Material used shall remain the property of Wolfe Fencing Company until payment in full is received. Wolfe Fencing Company shall not be responsible for the removal nor relocation of any in-ground Sprinkler Systems or Utility Cables.

CHANGE ORDER

Any deviation from that described in the quote involving a change in the scope of work or any additional costs will be executed only with a written change order signed and dated by both Wolfe Fencing Company and the customer.

WARRANTIES

Wolfe Fencing Company warrants only work performed by us to be in a good and workman like manner for a period of 180 days from job completion. Any and all parts and materials used are subject to the Manufacture's warranty Terms & conditions and therefore NOT covered by Wolfe Fencing Company.

CONDITIONS

This proposal is valid for 30 days. Wolfe Fencing Company reserves the right to withdraw this proposal or to re-quote the project if contract acceptance is beyond 30 days.

FORCE MAJEURE

No Liability: Except for payment obligations, neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, sic. Acts of God or Acts of Terrorism.

Best Efforts to Cure: In the event of a threatened default or default as a result of any cause beyond its reasonable control, the defaulting party shall nonetheless exercise its best efforts to avoid and cure such default.

Right to Terminate: In the event such an event prevents performance hereunder for a period in excess of ninety - (90) days, then the non-defaulting party may elect to terminate this Agreement and/or cancel or suspend any Purchase Orders hereunder by a written notice to the defaulting party.