

*Heron Isles
Community Development District*

August 16, 2022

AGENDA

**Heron Isles
Community Development District**

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

August 9, 2022

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, August 16, 2022 at 5:00 p.m. at Florida State College at Jacksonville, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097.**

Following is the revised agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of Consent Agenda
 - A. Approval of the Minutes of the May 17, 2022 Meeting
 - B. Financial Statements
 - C. Assessment Receipts Schedule
 - D. Check Register
- IV. Acceptance of the Fiscal Year 2021 Audit Report
- V. Discussion of Landscaping Services and Consideration of Proposals
 - A. BrightView
 - B. Coastal Greenery
 - C. Yellowstone
- VI. Public Hearing for the Purpose of Adopting the Fiscal Year 2023 Budget

- A. Consideration of Resolution 2022-09, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2023
- B. Consideration of Resolution 2022-10, Imposing Special Assessments and Certifying an Assessment Roll
- VII. Consideration of Resolution 2022-11, Declaring a Vacancy in Seats 2 and 4 as of November 22, 2022
- VIII. Ratification of Proposal from All Weather Contractors for Drainpipe Repairs at 96537 Starfish
- IX. Consideration of Resolution 2022-12, Adopting a Policy on Access and Usage Hours of the District's Park
- X. Staff Reports
 - A. District Counsel
 - B. District Engineer – Ratification of the Stormwater Needs Analysis Report
 - C. District Manager – Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2023
 - D. Field Operations Manager – Report
- XI. Supervisors' Requests and Public Comment
- XII. Next Scheduled Meeting – November 15, 2022, at 5:00 p.m. at Florida State College of Jacksonville, Nassau Center, 76346 William Burgess Road, Yulee, Florida
- XIII. Adjournment

THIRD 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 Tuesday, May 17, 2022 at 5:00 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
Kathy Blessing	Vice Chairperson
Robert Martyn	Supervisor
Nicole Reams	Supervisor
Wendy Emanuelson	Supervisor

Also present were:

Daniel Laughlin	District Manager
Lauren Gentry	District Counsel (by phone)
Mike Yuro	District Engineer (by phone)
Cheryl Graham	Field Operations Manager
Jake Whealdon	KE Law Group

The following is a summary of the discussion and actions taken at the May 17, 2022 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 5:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the February 15, 2022 Meeting**
- B. Financial Statements**
- C. Assessment Receipts Schedule**
- D. Check Register**

Copies of the minutes and financial documents were enclosed in the agenda package for the Board's review. The check register totals \$61,868.66.

On MOTION by Ms. Reams seconded by Mr. Martyn with all in favor the consent agenda was approved.

FOURTH ORDER OF BUSINESS

Discussion of Developable Property within the District and Application of Assessment

Mr. Matovina informed the Board that when the original PUD was approved for Heron Isles, the PUD authorized the construction of 749 homes and several commercial areas. Two of the commercial areas were set up for office spaces, including- a strip of land along Chester Road and the area north of the fire station up to the first house in Phase 3C. The third parcel is off Heron Isles Parkway at the northeast corner. He believes the odds of the parcel furthest to the north being developed are slim. The parcel at the corner is zoned for a gas station / convenience store, however there are no immediate plans for that parcel. New Atlantic Home Builders approached Mr. Matovina's company to ask for approval to build 25 small single-family homes within the parcel located immediately over the railroad tracks. He noted the plans are not set in stone at this point, and he would appreciate feedback from the Heron Isles community.

Mr. Watson stated that he would like a chance to receive input from residents at the next meeting. Mr. Matovina stated that he would have a better presentation available at that time. District Staff will also need to confirm whether or not the parcel is within the District's boundaries.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-06,
Approving the Proposed Budget for Fiscal
Year 2023 and Setting a Public Hearing Date**

Mr. Laughlin noted the public hearing would be scheduled for August 16, 2022 to coincide with the regular board meeting date. There is no increase in assessments proposed in the overall budget, although Mr. Laughlin did review a few line items that include increases, such as the management fee, insurance premium, electric, landscape and irrigation maintenance, facility management. Mr. Laughlin also pointed out an extra \$10,000 was added to the facility repairs line item, and the capital reserve contribution was increased due to the savings in water expenses with the installation of the irrigation wells. The resolution includes a declaration of assessments in the event that an assessment hearing is needed for the potentially developed property as described by Mr. Matovina.

On MOTION by Mr. Watson seconded by Ms. Blessing with all in favor Resolution 2022-06, approving the proposed budget for Fiscal Year 2023 and Setting a Public Hearing for August 16, 2022 at 5:00 p.m. was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2022-07,
Adopting Amended Prompt Payment Policies**

Mr. Whealdon informed the Board during the last legislative session an increase in the interest rate for late payments from 1% to 2% was approved. This resolution reflects that update.

On MOTION by Mr. Martyn seconded by Mr. Watson with all in favor Resolution 2022-07, adopting amended prompt payment policies was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Amendment to District
Management Services Agreement with GMS,
LLC**

Mr. Whealdon informed the Board the purpose of the amendment to the GMS agreement is to update the address in which notices would be sent to for District Counsel, to update the indemnification language and the insurance requirements, to add a financial services disclaimer, to add public records language, and to add E-Verify language to reflect recent legislative changes.

On MOTION by Mr. Watson seconded by Ms. Emanuelson with all in favor the amendment to the agreement with Governmental Management Services, LLC for district management services was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2022-08, Authorizing a Change in Registered Agent

Mr. Laughlin informed the Board the purpose of this resolution is to change the designated registered agent to himself. The registered office will be the office of GMS.

On MOTION by Mr. Martyn seconded by Ms. Blessing with all in favor Resolution 2022-08, authorizing a change in registered agent was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

District Counsel had nothing to report.

Ms. Blessing asked for an update on the agreement for the installation of the vending machines at the bathrooms. Mr. Laughlin responded that the gentleman responsible for the vending machines has received the agreement and it will be provided to the Board for review.

Mr. Watson informed the Board and staff that the fence along Heron Isles Parkway has been mostly repaired.

B. District Engineer – Update on Stormwater Needs Analysis Report

Mr. Yuro informed the Board that the stormwater needs analysis report is substantially complete and has been sent to the District Manager for review. The parcels discussed previously in the meeting will need to be reviewed to determine whether they need to be removed from the map Mr. Yuro has attached to the report.

Mr. Yuro also stated that he has been asked to review areas in which there are depressions surrounding curbing, generally around inlets. It is his guess that the cause is likely that the underdrains are not capped. There are a couple that he is not concerned with at this time, and those are located at 96493 and 96534 Starfish. His recommendation is to continue to monitor those areas. However, Mr. Yuro does recommend investigation and repair of numerous other

areas, including at 96537, 96027, and 96376 Starfish Lane. Ms. Graham noted those areas were in her report and All Weather has already been approved to investigate the area at 96534 Starfish. Mr. Watson asked that a bid be obtained from All Weather for the other areas as well.

C. District Manager – Report on the Number of Registered Voters (1,340)

Mr. Laughlin informed the Board there are 1,340 registered voters reported to be residing within the District’s boundaries.

D. Field Operations Manager

1. Report

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

Ms. Graham asked for approval of a proposal from All Weather Contractors totaling \$14,098 to repair a cracked sections of sidewalk from Heron Isles Parkway to Commodore Point. Ms. Blessing asked if a warranty is included. Ms. Graham will ask about the warranty. Ms. Graham will also ask if All Weather will reduce the cost of the mailbox parking area if multiple jobs are approved, at the request of the Board. If All Weather will not come down on the price for the mailbox parking pad, A Plus Concrete will be offered the job.

On MOTION by Mr. Watson seconded by Ms. Emanuelson with all in favor the proposals for sidewalk repairs totaling \$14,890, and the proposal for the mailbox parking pad from All Weather Contractors were approved, subject to All Weather reducing the rate of the mailbox parking pad to \$3,500. If All Weather will not reduce the rate, A Plus Concrete will be awarded the project.

Mr. Watson asked for the status of the mailbox kiosk cover construction. Ms. Emanuelson responded that it should be completed by the end of the month.

**TENTH ORDER OF BUSINESS
Supervisor Requests**

Supervisor Requests and Public Comment

Mr. Watson stated that he’s noticed cars parked at the playground at late hours, and it’s been brought to his attention that items have been found on the ground in the area. He asked that a sign be posted that the playground is closed after dark. Ms. Gentry provided a few options,

including adopting hours for the park as part of the District's policies, posting a sign saying no loitering or alerting the Sheriff's department to the suspicious activity and request they monitor the area.

On MOTION by Mr. Watson seconded by Ms. Emanuelson with all in favor adopting a policy to set hours for the park from dawn to dusk and purchasing signage to post those hours at an amount not to exceed \$300 was approved.

Ms. Gentry noted the policy would be brought back in written form to the next meeting for ratification.

Mr. Watson asked for two signs, one prohibiting overnight parking, and one providing the hours for the park.

Public Comments

Mr. John Patrick, Breezeway Court, stated that the entrance is a mess and is not lit well. Mr. Watson informed him that plants were installed the day of the meeting and offered to discuss where Mr. Patrick would like to see lights installed. Mr. Laughlin stated that he would look into streetlighting options.

Mr. Danielson expressed concern to the Board that someone cut their leg jumping over the community fence at the end of Albatross due to numerous nails sticking out of a fence. Mr. Watson directed staff to remove the nails and repair the fence.

Mr. Danielson also asked about the state of the columns. Mr. Watson assured him it would be repaired.

Mr. Danielson mentioned the lack of mowing for close to a month. Mr. Laughlin stated that the landscape maintenance will be monitored closely, and a deficiency letter could be sent if there is no improvement. Mr. Watson stated that Ms. Graham will be soliciting bids for landscaping.

Mr. Danielson also asked for clarification on the purpose of the facility repairs line item in the budget. Mr. Laughlin stated that it is for the park.

A resident asked if the roses could be cut off the fire hydrant on Graylon and Heron Isles Parkway.

The resident also asked if the no overnight parking rule would apply to both residents and non-residents. Mr. Watson responded yes. The resident then asked what would happen with the woman who shoots fireworks after dark to commemorate her son’s birthday. Mr. Watson responded that she could put it in a request to the CDD. Another resident suggesting installing lights to deter any suspicious activity.

A resident stated that right in front of the Hotwire internet building, someone pulled off the road, which created divots in the grass two months ago and it still has not been fixed. Ms. Graham stated that Martex will fill it in.

Mr. Isaiah Douglas spoke to the cracking sidewalks, stating that he felt the concrete vendors were mixing too much water into the concrete mix.

Ms. Jan Hoffman asked if the Spanish moss can be removed from the trees and also asked for more trash cans to be installed around the community. She suggested allowing the kids in the community to paint the trash cans to encourage more use. She also asked that the turn lane lines be repainted. Lastly, she suggested installation of speed bumps. Mr. Watson clarified that the community cannot make any improvements to Heron Isles Parkway as it is the County’s roadway, and also noted that the County has been notified of the speeding issues. Mr. Laughlin suggested reaching out to Commissioner Bell on any issues in which the County is involved.

Mr. Watson asked that residents utilize the District’s website, www.HeronIslesCDD.com, which contains the contact information for staff, and the Board members and can be used to report any issues in the community.

A resident mentioned parking issues on the streets. The Board informed him that is an HOA issue.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – August 16, 2022 at 5:00 p.m. at Florida State College of Jacksonville, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida

TWELFTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

HERON ISLES
Community Development District
Unaudited Financial Statements
as of
June 30, 2022

Meeting Date
August 16, 2022

Heron Isles
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
June 30, 2022

	<u>General</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	<u>Total Governmental Funds</u>
ASSETS:				
Cash - Wells Fargo	\$66,598	---	\$36,746	\$103,344
State Board	\$214	---	\$2,008	\$2,222
Custody-Reserves	\$753	---	---	\$753
Custody-Excess Funds	\$353,062	---	---	\$353,062
Investments:				
Series 2017A-1				
Revenue	---	\$48,544	---	\$48,544
Series 2017A-2				
Reserve	---	\$33,188	---	\$33,188
Prepaid Expenses	\$40	---	---	\$40
Electric Deposits	\$1,580	---	---	\$1,580
	<u>\$422,247</u>	<u>\$81,731</u>	<u>\$38,754</u>	<u>\$542,732</u>
LIABILITIES:				
Accounts Payable	\$13,007	---	---	\$13,007
Accrued Expenses	\$573	---	---	\$573
FUND BALANCES:				
Restricted for Debt Service	---	\$81,731	---	\$81,731
Restricted for Capital Reserve	---	---	\$38,754	\$38,754
Nonspendable	\$1,620	---	---	\$1,620
Unassigned	\$407,047	---	---	\$407,047
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	<u>\$422,247</u>	<u>\$81,731</u>	<u>\$38,754</u>	<u>\$542,732</u>

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 06/30/22

	ADOPTED BUDGET	PRORATED BUDGET Thru 06/30/22	ACTUAL Thru 06/30/22	VARIANCE
Revenues				
Assessments - On Roll	\$412,343	\$412,343	\$417,601	\$5,258
Interest/Misc Revenue	\$10	\$8	\$11	\$4
Access Key Cards	\$100	\$75	\$0	(\$75)
Total Revenues	\$412,453	\$412,426	\$417,612	\$5,187
Expenditures				
<i>Administrative</i>				
Supervisor Fees	\$6,000	\$4,500	\$2,200	\$2,300
FICA Expense	\$459	\$344	\$168	\$176
Engineering	\$4,000	\$3,000	\$3,565	(\$565)
Assessment Roll	\$7,500	\$7,500	\$7,500	\$0
Dissemination	\$1,500	\$1,125	\$1,125	\$0
Attorney	\$18,000	\$13,500	\$12,459	\$1,041
Annual Audit	\$3,250	\$3,250	\$3,250	\$0
Trustee Fees	\$3,800	\$0	\$0	\$0
Management Fees	\$47,694	\$35,771	\$35,771	\$0
Computer Time	\$1,800	\$1,350	\$1,350	\$0
Website Compliance	\$1,200	\$900	\$900	\$0
Telephone	\$200	\$150	\$72	\$78
Postage	\$800	\$600	\$49	\$551
Printing & Binding	\$1,500	\$1,125	\$184	\$941
Rental & Leases	\$120	\$90	\$0	\$90
Meeting Room Rental	\$1,000	\$750	\$40	\$710
Insurance	\$14,653	\$14,653	\$13,786	\$867
Legal Advertising	\$5,350	\$4,013	\$623	\$3,390
Other Current Charges	\$7,200	\$7,114	\$7,114	\$0
Office Supplies	\$100	\$75	\$2	\$73
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative Expenditures	\$126,301	\$99,985	\$90,334	\$9,651
<i>Utilities</i>				
Electric	\$31,740	\$23,805	\$19,589	\$4,217
Water & Sewer	\$64,000	\$48,000	\$21,409	\$26,591
Total Utilities	\$95,740	\$71,805	\$40,997	\$30,808

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 06/30/22

	ADOPTED BUDGET	PRORATED BUDGET Thru 06/30/22	ACTUAL Thru 06/30/22	VARIANCE
Expenditures				
<i>Contract Services</i>				
Landscape Maintenance	\$60,852	\$45,639	\$46,651	(\$1,012)
Landscape Contingency	\$15,000	\$8,249	\$8,249	\$0
Irrigation Maintenance	\$3,000	\$2,250	\$1,490	\$760
Lake Maintenance	\$12,900	\$9,675	\$6,602	\$3,073
Janitorial Services	\$7,200	\$5,400	\$5,164	\$236
Trash Removal Services	\$7,440	\$5,580	\$0	\$5,580
Facility Management	\$11,781	\$8,836	\$8,836	\$0
Pest Control Services	\$250	\$188	\$0	\$188
Holiday Decorations	\$1,500	\$0	\$0	\$0
Total Contract Services	\$119,923	\$85,817	\$76,993	\$8,823
<i>Repairs & Maintenance</i>				
Facility Repairs	\$7,500	\$5,625	\$4,494	\$1,131
Misc Repairs & Maintenance	\$7,500	\$5,625	\$455	\$5,170
Total Repairs & Maintenance	\$15,000	\$11,250	\$4,949	\$6,301
<i>Reserves</i>				
Capital Reserve - Transfer Out	\$35,489	\$0	\$0	\$0
Capital Project Improvements	\$20,000	\$0	\$0	\$0
Total Reserves	\$55,489	\$0	\$0	\$0
TOTAL EXPENDITURES	\$412,453	\$268,856	\$213,274	\$55,583
EXCESS REVENUES (EXPENDITURES)	\$0		\$204,339	
FUND BALANCE - Beginning	\$0		\$204,328	
FUND BALANCE - Ending	\$0		\$408,667	

**Heron Isles
COMMUNITY DEVELOPMENT DISTRICT**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>REVENUES:</u>													
Maintenance Assessments	\$0	\$35,097	\$368,449	\$1,236	\$4,636	\$3,089	\$3,633	\$389	\$1,071	\$0	\$0	\$0	\$417,601
Interest Income	\$1	\$0	\$0	\$2	\$2	\$1	\$2	\$2	\$2	\$0	\$0	\$0	\$11
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$1	\$35,097	\$368,449	\$1,238	\$4,638	\$3,091	\$3,635	\$391	\$1,073	\$0	\$0	\$0	\$417,612
<u>EXPENDITURES:</u>													
<u>Administrative:</u>													
Supervisors	\$0	\$600	\$0	\$0	\$600	\$200	\$0	\$800	\$0	\$0	\$0	\$0	\$2,200
FICA Expense	\$0	\$46	\$0	\$0	\$46	\$15	\$0	\$61	\$0	\$0	\$0	\$0	\$168
Engineering	\$0	\$325	\$0	\$195	\$0	\$260	\$0	\$2,785	\$0	\$0	\$0	\$0	\$3,565
Attorney	\$356	\$1,852	\$538	\$275	\$3,765	\$306	\$27	\$3,685	\$1,656	\$0	\$0	\$0	\$12,459
Dissemination	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$1,125
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$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	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$0	\$0	\$0	\$35,771
Computer Time	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$0	\$0	\$1,350
Website Administration	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$900
Telephone	\$0	\$0	\$0	\$37	\$9	\$0	\$27	\$0	\$0	\$0	\$0	\$0	\$72
Postage	\$10	\$2	\$4	\$6	\$12	\$5	\$0	\$5	\$5	\$0	\$0	\$0	\$49
Printing & Binding	\$13	\$0	\$21	\$0	\$6	\$54	\$2	\$0	\$89	\$0	\$0	\$0	\$184
Rental & Leases	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$13,786	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,786
Legal Advertising	\$301	\$0	\$0	\$0	\$322	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$623
Other Current Charges	\$148	\$6,599	\$38	\$50	\$47	\$34	\$132	\$33	\$34	\$0	\$0	\$0	\$7,114
Meeting Room Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40	\$0	\$0	\$0	\$0	\$40
Office Supplies	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
Dues, Licenses, Subscriptions	\$0	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$26,463	\$13,949	\$4,950	\$4,912	\$9,156	\$5,223	\$4,537	\$11,759	\$9,384	\$0	\$0	\$0	\$90,334
<u>Maintenance:</u>													
Electric	\$2,203	\$2,145	\$2,139	\$2,087	\$2,203	\$2,197	\$2,195	\$2,200	\$2,220	\$0	\$0	\$0	\$19,589
Water & Sewer	\$3,477	\$3,151	\$2,928	\$2,869	\$1,853	\$1,977	\$1,639	\$1,739	\$1,777	\$0	\$0	\$0	\$21,409
Landscape Maintenance	\$5,071	\$5,071	\$5,071	\$5,071	\$5,071	\$5,324	\$5,324	\$5,324	\$5,324	\$0	\$0	\$0	\$46,651
Landscape Contingency	\$0	\$0	\$4,500	\$3,749	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,249
Irrigation Repairs	\$0	\$995	\$429	\$66	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,490
Lake Maintenance	\$734	\$734	\$734	\$734	\$734	\$734	\$734	\$734	\$734	\$0	\$0	\$0	\$6,602
Janitorial	\$573	\$580	\$573	\$573	\$573	\$573	\$573	\$573	\$573	\$0	\$0	\$0	\$5,164
Trash Removal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Management	\$982	\$982	\$982	\$982	\$982	\$982	\$982	\$982	\$982	\$0	\$0	\$0	\$8,836
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Repairs	\$266	\$76	\$251	\$0	\$85	\$89	\$3,136	\$591	\$0	\$0	\$0	\$0	\$4,494
Misc Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$305	\$0	\$0	\$0	\$455
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$13,305	\$13,734	\$17,607	\$16,130	\$11,501	\$11,875	\$14,732	\$12,142	\$11,914	\$0	\$0	\$0	\$122,940
Total Expenditures	\$39,769	\$27,683	\$22,557	\$21,042	\$20,657	\$17,098	\$19,269	\$23,901	\$21,298	\$0	\$0	\$0	\$213,274
<u>TOTAL OTHER SOURCES AND USES</u>													
Capital Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Project Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Sources and Uses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	(\$39,768)	\$7,414	\$345,892	(\$19,804)	(\$16,018)	(\$14,007)	(\$15,634)	(\$23,510)	(\$20,225)	\$0	\$0	\$0	\$204,339

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2017
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 06/30/22

	ADOPTED BUDGET	PRORATED BUDGET Thru 06/30/22	ACTUAL Thru 06/30/22	VARIANCE
Revenues				
Special Assessments - On Roll	\$221,947	\$221,947	\$224,779	\$2,831
Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$7	\$7
Total Revenues	\$221,947	\$221,947	\$224,785	\$2,838
Expenditures				
Series 2017A1				
Interest - 11/1	\$26,041	\$26,041	\$26,041	\$0
Special Call - 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest - 5/1	\$26,041	\$26,041	\$25,975	\$66
Principal - 5/1	\$100,000	\$100,000	\$100,000	\$0
Series 2017A2				
Interest - 11/1	\$17,000	\$17,000	\$17,000	\$0
Special Call - 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest - 5/1	\$17,000	\$17,000	\$16,875	\$125
Principal - 5/1	\$30,000	\$30,000	\$30,000	\$0
Special Call - 5/1	\$0	\$0	\$10,000	(\$10,000)
Total Expenditures	\$216,081	\$216,081	\$235,891	(\$19,809)
Other Sources/(Uses)				
Interfund Transfer In(Out)	\$0	\$0	\$0	\$0
Total Other Sources/(Uses)	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$5,866		(\$11,105)	
FUND BALANCE - Beginning	\$57,790		\$92,837	
FUND BALANCE - Ending	\$63,656		\$81,731	

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL RESERVE

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 06/30/22

	ADOPTED BUDGET	PRORATED BUDGET Thru 06/30/22	ACTUAL Thru 06/30/22	VARIANCE
Revenues				
Capital Reserve Transfer In	\$35,489	\$0	\$0	\$0
Interest Income	\$0	\$0	\$6	\$6
Total Revenues	\$35,489	\$0	\$6	\$6
Total Revenues				
Capital Outlay	\$20,000	\$15,000	\$6,784	\$8,216
Repair & Maintenance	\$0	\$0	\$0	\$0
Other Current Charges	\$500	\$375	\$291	\$84
Total Expenditures	\$20,500	\$15,375	\$7,076	\$8,299
EXCESS REVENUES (EXPENDITURES)	\$14,989		(\$7,070)	
FUND BALANCE - Beginning	\$45,815		\$45,824	
FUND BALANCE - Ending	\$60,804		\$38,754	

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)
Less: November 1, 2021 (Prepayment)	(\$5,000)
Less: May 1, 2022	(\$100,000)

Current Bonds Outstanding	\$1,685,000
---------------------------	-------------

Series 2017A-2 Capital Improvement Revenue Bonds	
Interest Rate:	5.00%
Maturity Date:	11/1/36
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$34,125.00
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)
Less: November 1, 2021 (Prepayment)	(\$5,000)
Less: May 1, 2022	(\$30,000)
Less: May 1, 2022 (Prepayment)	(\$10,000)

Current Bonds Outstanding	\$635,000
---------------------------	-----------

C.

**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022 ASSESSMENT RECEIPTS SUMMARY**

ASSESSED	#UNITS ASSESSED	SERIES 2017A-2		TOTAL ASSESSED
		DEBT SERVICE ASSESSED	O&M ASSESSED	
NET ASSESSMENTS TAX ROLL	748	221,947.36	412,340.61	634,287.97
TOTAL NET ASSESSMENTS		221,947.36	412,340.61	634,287.97

SUMMARY OF TAX ROLL RECEIPTS				
NASSAU COUNTY DISTRIBUTION	DATE RECEIVED	TOTAL RECEIVED	DEBT SERVICE RECEIPTS	O&M RECEIPTS

1	11/1/21	2,580.12	902.82	1,677.30
2	11/22/21	51,407.75	17,988.38	33,419.37
3	12/6/21	547,224.93	191,482.63	355,742.30
4	12/22/21	19,545.56	6,839.30	12,706.26
5	1/6/22	1,901.89	665.50	1,236.39
6	2/7/22	7,131.73	2,495.50	4,636.23
7	3/10/22	4,752.42	1,662.95	3,089.47
8	4/7/22	5,588.48	1,955.50	3,632.98
9	5/9/22	598.32	209.36	388.96
10	6/7/22	-	-	-
TAX CERTS	6/12/22	1,648.15	576.71	1,071.44
INTEREST	7/28/22	12.11	4.24	7.87
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-

TOTAL TAX ROLL RECEIPTS	\$ 642,391.44	\$ 224,782.90	\$ 417,608.56
-------------------------	---------------	---------------	---------------

TOTAL DUE TAX ROLL RECEIPTS	\$ (8,103.47)	\$ (2,835.54)	\$ (5,267.95)
-----------------------------	---------------	---------------	---------------

PERCENT COLLECTED	TOTAL	DEBT	O&M
% COLLECTED TAX ROLL	101.28%	101.28%	101.28%

D.

HERON ISLES
Community Development District

Check Register Summary

4/01/2022 - 6/30/2022

<i>Check Date</i>	<i>Check #'s</i>	<i>Total</i>	<i>Total Amount</i>
General Fund			
4/1/22 - 4/30/22	431-442	\$16,416.35	
5/1/22 - 5/31/22	443-451	\$9,800.84	
6/1/22 - 6/30/22	452-458	\$13,984.56	
Total			\$40,201.75
Capital Reserve			
5/12/22	7	\$6,784.36	
Total			\$6,784.36
Autopayments			
4/6/22	JEA Online Payment	\$1,638.55	
4/6/22	FPL Online Payment	\$2,194.90	
5/5/22	JEA Online Payment	\$1,738.65	
5/6/22	FPL Online Payment	\$2,199.65	
6/3/22	JEA Online Payment	\$1,776.80	
6/6/22	FPL Online Payment	\$2,219.83	
Total			\$11,768.38

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/07/22	00130	3/31/22	72403	202203	320	57200	46500		MAR LAKE MANAGEMENT FUTURE HORIZONS, INC	*	733.60	733.60	000431
4/07/22	00014	4/01/22	223	202204	310	51300	34000		APR MANAGEMENT FEES	*	3,974.50		
		4/01/22	223	202204	310	51300	35110		APR WEBSITE ADMIN	*	100.00		
		4/01/22	223	202204	310	51300	35100		APR INFORMATION TECH	*	150.00		
		4/01/22	223	202204	310	51300	31300		APR DISSEM AGENT SERVICES	*	125.00		
		4/01/22	223	202204	310	51300	42500		COPIES	*	2.10		
		4/01/22	223	202204	310	51300	41000		TELEPHONE	*	26.70		
									GOVERNMENTAL MANAGEMENT SERVICES			4,378.30	000432
4/07/22	00127	4/04/22	1831	202203	310	51300	31500		MAR GENERAL COUNSELING KE LAW GROUP PLLC	*	305.80	305.80	000433
4/07/22	00065	4/01/22	17	202204	320	57200	34100		APR FACILITY MANAGEMENT RIVERSIDE MANAGEMENT SERVICES, INC.	*	981.75	981.75	000434
4/14/22	00093	4/08/22	12	202204	310	51300	49000		SE2017 AMORT SCHED 10K DISCLOSURE SERVICES, LLC	*	100.00	100.00	000435
4/14/22	00130	2/28/22	72067	202202	320	57200	46500		FEB LAKE MANAGEMENT FUTURE HORIZONS, INC	*	733.60	733.60	000436
4/14/22	00125	4/13/22	683362	202204	320	57200	46200		APR LANDSCAPE MAINTENANCE THE GREENERY, INC	*	5,324.00	5,324.00	000437
4/21/22	00131	4/12/22	041222	202204	320	57200	49700		PRESSURE WASHING PERIMTR BLACKWELDER PRESSURE/SOFT WASHING	*	2,248.00	2,248.00	000438
4/21/22	00014	4/12/22	225	202204	320	57200	49700		APR FACILITY REPAIRS GOVERNMENTAL MANAGEMENT SERVICES	*	103.30	103.30	000439

HIC -HERON ISLES - BPEREGRINO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/21/22	00066	4/13/22	04132022	202204 320-57200-46000	PMT FOR ELECTRICAL RPRS	*	75.00		
		4/13/22	04132022	202204 320-57200-46000	PMT TRAILOR RNTL&PICKUP	*	75.00		
								150.00	000440
4/21/22	00132	4/15/22	7	202204 320-57200-46600	WEEKLY ROUTINE CLEANING	*	573.00		
								573.00	000441
4/21/22	00133	4/12/22	405221	202204 320-57200-49700	RMV/INSTL CEMENT SLIDE FT	*	785.00		
								785.00	000442
5/05/22	00130	4/30/22	72805	202204 320-57200-46500	APR LAKE MANAGEMENT	*	733.60		
								733.60	000443
5/05/22	00014	5/01/22	226	202205 310-51300-34000	MAY MANAGEMENT FEES	*	3,974.50		
		5/01/22	226	202205 310-51300-35110	MAY WEBSITE ADMIN	*	100.00		
		5/01/22	226	202205 310-51300-35100	MAY INFORMATION TECH	*	150.00		
		5/01/22	226	202205 310-51300-31300	MAY DISSEM AGENT SERVICES	*	125.00		
		5/01/22	226	202205 310-51300-51000	OFFICE SUPPLIES	*	.27		
		5/01/22	226	202205 310-51300-42000	POSTAGE	*	4.77		
								4,354.54	000444
5/05/22	00065	5/01/22	18	202205 320-57200-34100	MAY FACILITY MANAGEMENT	*	981.75		
								981.75	000445
5/12/22	00115	5/17/22	05172022	202205 310-51300-44500	MEETING ROOM RENTAL 5/17	*	40.00		
								40.00	000446
5/12/22	00115	5/17/22	08162022	202205 300-15500-10000	ROOM RENTAL PREPAY 8/16	*	40.00		
								40.00	000447
5/12/22	00127	5/08/22	2147	202204 310-51300-31500	APR GENERAL COUNSEL	*	27.00		
								27.00	000448

HIC -HERON ISLES - BPEREGRINO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/12/22	00110	5/06/22	3068	202202	310	51300	31100			*	260.00		
			FEB ENG EFFORTS-CDD MTG										
		5/06/22	3069	202205	310	51300	31100			*	2,200.00		
			BI-YEARLY STORMWATER INSP										
									YURO AND ASSOCIATES, LLC.			2,460.00	000449
5/26/22	00014	5/12/22	227	202205	320	57200	49700			*	590.95		
			MAY FACILITY REPAIRS										
									GOVERNMENTAL MANAGEMENT SERVICES			590.95	000450
5/26/22	00132	5/16/22	8	202205	320	57200	46600			*	573.00		
			BIWEEKLY ROUTINE CLEANING										
									MAGIC TOUCH COMMERCIAL CLEANING CO			573.00	000451
6/03/22	00110	5/31/22	3083	202205	310	51300	31100			*	585.00		
			MAY ENG SERVICES										
									YURO AND ASSOCIATES, LLC.			585.00	000452
6/09/22	00130	5/31/22	73248	202205	320	57200	46500			*	733.60		
			MAY LAKE MANAGEMENT										
									FUTURE HORIZONS, INC			733.60	000453
6/09/22	00014	6/01/22	228	202206	310	51300	34000			*	3,974.50		
			JUN MANAGEMENT FEES										
		6/01/22	228	202206	310	51300	35110			*	100.00		
			JUN WEBSITE ADMIN										
		6/01/22	228	202206	310	51300	35100			*	150.00		
			JUN INFORMATION TECH										
		6/01/22	228	202206	310	51300	31300			*	125.00		
			JUN DISSEM AGENT SERVICES										
		6/01/22	228	202206	310	51300	51000			*	.30		
			OFFICE SUPPLIES										
		6/01/22	228	202206	310	51300	42000			*	5.32		
			POSTAGE										
		6/01/22	228	202206	310	51300	42500			*	88.80		
			COPIES										
									GOVERNMENTAL MANAGEMENT SERVICES			4,443.92	000454
6/09/22	00065	6/01/22	19	202206	320	57200	34100			*	981.75		
			JUN FACILITY MANAGEMENT										
									RIVERSIDE MANAGEMENT SERVICES, INC.			981.75	000455
6/23/22	00127	6/16/22	2841	202205	310	51300	31500			*	3,685.29		
			MAY GENERAL COUNSEL										
									KE LAW GROUP PLLC			3,685.29	000456

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/23/22	00133	6/06/22 67221	202206 320-57200-46000	REPAIR FENCE	*	305.00	
							305.00 000457

6/30/22	00113	6/27/22 21175	202206 310-51300-32200	AUDIT FYE 9/30/21	*	3,250.00	
							3,250.00 000458

TOTAL FOR BANK B						40,201.75	
TOTAL FOR REGISTER						40,201.75	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/12/22	00005	3/30/22 840201	202205 600-58400-60000	PLAYGROUND EQUIPMENT	*	6,784.36		
							MIRACLE RECREATION EQUIPMENT	6,784.36 000007
-----						TOTAL FOR BANK C	6,784.36	
						TOTAL FOR REGISTER	6,784.36	

FOURTH ORDER OF BUSINESS

**Heron Isles
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2021

Heron Isles Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2021

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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Suite 200
Fort Pierce, Florida 34950

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

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Heron Isles Community Development District
Nassau County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Heron Isles Community Development District as of and for the year ended September 30, 2021, and the related notes to financial statements that collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart
- 1 -

To the Board of Supervisors
Heron Isles Community Development District

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and each major fund as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

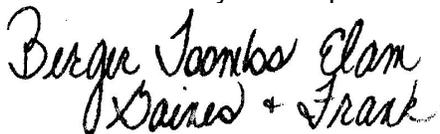
Required Supplementary Information

Governmental accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures in accordance with governmental auditing standards generally accepted in the United States of America, which consisted principally of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 20, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Heron Isles Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 20, 2022

**Heron Isles Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

Management's discussion and analysis of Heron Isles Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and interest on long term debt.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Heron Isles Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of the financial activity for the year ended September 30, 2021.

- ◆ The District's total liabilities exceeded total assets by \$(706,775) (net position). Unrestricted net position for Governmental Activities was \$250,152. Restricted net position-debt service was \$5,398. Net investment in capital assets was \$(962,325).
- ◆ Governmental activities revenues totaled \$658,193 while governmental activities expenses totaled \$517,526.

**Heron Isles Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2021	2020
Current assets	\$ 270,741	\$ 221,917
Prepaid bond insurance	63,000	67,296
Restricted assets	91,915	99,252
Capital assets	1,358,037	1,399,424
Total Assets	1,783,693	1,787,889
Current liabilities	185,535	177,762
Non-current liabilities	2,304,933	2,457,569
Total Liabilities	2,490,468	2,635,331
Net position - net investment in capital assets	(962,325)	(887,244)
Net position - restricted	5,398	73,709
Net position - unrestricted	250,152	(33,907)
Total Net Position	\$ (706,775)	\$ (847,442)

The increase in current assets is primarily related to revenues exceeding expenditures in the General Fund in the current year.

The decrease in total liabilities is related primarily to the principal payments in the current year.

The decrease in capital assets is primarily related to current year depreciation.

The increase in net position is related to revenues exceeding expenses.

**Heron Isles Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change in Net Position

	Governmental Activities	
	2021	2020
Program Revenues		
Charges for services	\$ 658,171	\$ 673,621
General Revenues		
Miscellaneous revenues	-	29,445
Investment earnings	22	302
Total Revenues	<u>658,193</u>	<u>703,368</u>
Expenses		
General government	109,307	110,049
Physical environment	313,228	280,802
Interest and other charges	94,991	99,510
Total Expenses	<u>517,526</u>	<u>490,361</u>
Change in Net Position	140,667	213,007
Net Position - Beginning of Year	<u>(847,442)</u>	<u>(1,060,449)</u>
Net Position - End of Year	<u>\$ (706,775)</u>	<u>\$ (847,442)</u>

The decrease in miscellaneous revenues is related to a landscape enhancement project in the prior year.

The increase in physical environment is related to increased repairs and maintenance expenses in the current year.

**Heron Isles Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets activity as of September 30, 2021 and 2020:

Description	Governmental Activities	
	2021	2020
Land and improvements	\$ 46,653	\$ 46,653
Construction in progress	-	12,583
Infrastructure	2,273,975	2,227,432
Accumulated depreciation	(962,591)	(887,244)
Capital assets, net	<u>\$ 1,358,037</u>	<u>\$ 1,399,424</u>

Depreciation was \$75,347 in the current year and additions to infrastructure was \$46,543 which included transfers from construction in progress of \$12,583.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily due to lower landscaping, contingency and water/sewer expenditures than were anticipated.

The September 30, 2021 budget was amended for capital reserves.

Debt Management

Governmental Activities debt includes the following:

- ◆ In June 2017, the District issued \$2,315,000 Series 2017A-1 Senior Capital Improvement Revenue Refunding Bonds and \$850,000 Series 2017A-2 Subordinate Capital Improvement Revenue Refunding Bonds. These bonds were issued to refund and redeem the Series 2005 Capital Improvement Revenue Bonds. The balance of the Series 2017A-1 and Series 2017A-2 Bonds were \$1,790,000 and \$680,000, respectively.

Economic Factors and Next Year's Budget

Heron Isles Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2022.

**Heron Isles Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Request for Information

The financial report is designed to provide a general overview of Heron Isles Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Heron Isles Community Development District, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Heron Isles Community Development District
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 156,034
Investment	96,710
Assessments receivable	2,631
Prepaid expenses	13,786
Deposits	1,580
Total Current Assets	270,741
Non-current Assets:	
Prepaid bond insurance	63,000
Restricted assets:	
Investments	91,915
Capital assets not being depreciated	
Land and improvements	46,653
Capital assets being depreciated	
Infrastructure	2,273,975
Accumulated depreciation	(962,591)
Total Non-current Assets	1,512,952
Total Assets	1,783,693
LIABILITIES	
Current Liabilities:	
Accounts payable	19,667
Accrued interest payable	35,868
Bonds payable	130,000
Total Current Liabilities	185,535
Non-current Liabilities:	
Bonds payable, net	2,304,933
Total Liabilities	2,490,468
NET POSITION	
Net investment in capital assets	(962,325)
Restricted-debt service	5,398
Unrestricted	250,152
Total Net Position	\$ (706,775)

See accompanying notes to financial statements.

Heron Isles Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expense) Revenues and Changes in Net Position Governmental Activities
Primary government			
Governmental Activities			
General government	\$ (109,307)	\$ 132,050	\$ 22,743
Physical environment	(313,228)	287,375	(25,853)
Interest and other charges	(94,991)	238,746	143,755
Total Governmental Activities	\$ (517,526)	\$ 658,171	140,645
			General revenues:
			Investment earnings
			22
			Change in Net Position
			140,667
			Net Position - October 1, 2020
			(847,442)
			Net Position - September 30, 2021
			\$ (706,775)

See accompanying notes to financial statements.

Heron Isles Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2021

ASSETS	General	Debt Service	Total Governmental Funds
Cash and cash equivalents	\$ 156,034	\$ -	\$ 156,034
Investment	96,710	-	96,710
Assessments receivable	1,709	922	2,631
Prepaid expenses	13,786	-	13,786
Deposits	1,580	-	1,580
Restricted assets:			
Restricted investments	-	91,915	91,915
Total Assets	\$ 269,819	\$ 92,837	\$ 362,656
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable	\$ 19,667	\$ -	\$ 19,667
FUND BALANCES			
Nonspendable-prepays/deposits	15,366	-	15,366
Restricted for:			
Debt Service	-	92,837	92,837
Assigned for capital reserves	124,034	-	124,034
Unassigned	110,752	-	110,752
Total Fund Balances	250,152	92,837	342,989
Total Liabilities and Fund Balances	\$ 269,819	\$ 92,837	\$ 362,656

See accompanying notes to financial statements.

Heron Isles Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2021

Total Governmental Fund Balances	\$	342,989
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets, land and improvements, \$46,653, and infrastructure, \$2,273,975, net of accumulated depreciation, \$(962,591) used in governmental activities are not current financial resources; and therefore, are not reported at the fund level.		1,358,037
Prepaid bond insurance was recognized as an other debt service cost at the fund level in the year the debt was issued, however, at the government-wide level it is recognized as an asset and amortized over the life of the bonds.		63,000
Long-term liabilities, including bonds payable, \$(2,470,000), net of net bond discount, \$35,067, are not due and payable in the current period; therefore, are not reported at the governmental fund level.		(2,434,933)
Accrued interest expense for long-term debt is not a current financial use; therefore, it is not reported at the governmental fund level.		<u>(35,868)</u>
Net Position of Governmental Activities	\$	<u><u>(706,775)</u></u>

See accompanying notes to financial statements.

**Heron Isles Community Development District
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021**

	General	Debt Service	Total Governmental Funds
Revenues			
Special assessments	\$ 419,425	\$ 238,746	\$ 658,171
Investment earnings	14	8	22
Total Revenues	<u>419,439</u>	<u>238,754</u>	<u>658,193</u>
Expenditures			
Current			
General government	109,307	-	109,307
Physical environment	237,881	-	237,881
Capital outlay	33,960	-	33,960
Debt service			
Principal	-	155,000	155,000
Interest	-	90,169	90,169
Total Expenditures	<u>381,148</u>	<u>245,169</u>	<u>626,317</u>
Net Change in Fund Balances	38,291	(6,415)	31,876
Fund Balances - October 1, 2020	<u>211,861</u>	<u>99,252</u>	<u>311,113</u>
Fund Balances - September 30, 2021	<u><u>\$ 250,152</u></u>	<u><u>\$ 92,837</u></u>	<u><u>\$ 342,989</u></u>

See accompanying notes to financial statements.

Heron Isles Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds	\$	31,876
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, at the government-wide level, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that depreciation, \$(75,347) exceeded capital outlay, \$33,960, in the current year.		(41,387)
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Payment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce long-term liabilities in the Statement of Net Position.		155,000
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Prepaid bond insurance was recognized as an expenditure at the fund level the year the bond was issued, at the government-wide level it was recorded as an asset and is amortized over the life of the bond. This is the current year amortization.		(4,296)
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Amortization expense of bond discounts does not require the use of current resources and therefore, is not reported at the fund level. This is the amount of amortization in the current period.		(2,364)
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In the Statement of Activities, interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the change in accrued interest from the prior year.		1,838
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Change in Net Position of Governmental Activities	\$	<u>140,667</u>
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See accompanying notes to financial statements.

Heron Isles Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND
For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Special assessments	\$ 412,343	\$ 412,343	\$ 419,425	\$ 7,082
Miscellaneous revenues	100	100	-	(100)
Interest earnings	450	403	14	(389)
Total Revenues	<u>412,893</u>	<u>412,846</u>	<u>419,439</u>	<u>6,593</u>
Expenditures				
Current				
General government	119,505	119,505	109,307	10,198
Physical environment	230,602	255,300	237,881	17,419
Capital outlay	40,000	20,000	33,960	(13,960)
Total Expenditures	<u>390,107</u>	<u>394,805</u>	<u>381,148</u>	<u>13,657</u>
Net Change in Fund Balances	22,786	18,041	38,291	20,250
Fund Balances - October 1, 2020	<u>35,552</u>	<u>27,670</u>	<u>211,861</u>	<u>184,191</u>
Fund Balances - September 30, 2021	<u>\$ 58,338</u>	<u>\$ 45,711</u>	<u>\$ 250,152</u>	<u>\$ 204,441</u>

See accompanying notes to financial statements.

Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on September 1, 2004, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes and Nassau County, Florida Ordinance 2004-41. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing or re-constructing, enlarging or extending, equipping, operating and maintaining water management, bridges or culverts, district roads, landscaping, street lights and other basic infrastructure projects within or without the boundaries of the Heron Isles Community Development District. The District is governed by a five-member Board of Supervisors who are elected on an at-large basis by registered voters within the District. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Heron Isles Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments. Program revenues include charges for services and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the Statement of Activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District implemented the Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – Accounts for debt service requirements to retire the capital improvement bonds which were used to finance the construction of District infrastructure improvements.

Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as general obligation bonds, be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

b. Restricted Assets

Certain net position of the District will be classified as restricted assets on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted assets, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

c. Capital Assets

Capital assets, which include land improvements and infrastructure, are reported in governmental activities.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method over the infrastructure assets' estimated useful lives ranging from 10 to 30 years.

d. Bond Discounts

Bond discounts are amortized over the life of the bonds.

e. Prepaid Bond Insurance

Prepaid bond insurance associated with the issuance of refunding bonds are presented on the financial statements as a non-current asset and amortized over the life of the bonds using the straight-line method.

f. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. Formal budgets are adopted for the general fund. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

g. Net Position

Net position represents the difference between assets and liabilities and is reported in three categories. Net investment in capital assets, represents capital assets, net of accumulated depreciation and any outstanding debt related to those assets. Net position is reported as restricted when there are legal limitations imposed on their use by legislation, or external restrictions imposed by other governments, creditors, or grantors. Unrestricted net position is assets that do not meet definitions of the classifications previously described.

**Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net position

“Total fund balances” of the District’s governmental funds, \$342,989, differs from “net position” of governmental activities, \$(706,775), reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net position versus the current financial resources focus of the Governmental Fund Balance Sheet. The effect of the differences is illustrated below.

Capital related items

When capital assets (land improvements and infrastructure that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Land and improvements	\$	46,653
Infrastructure		2,273,975
Accumulated depreciation		<u>(962,591)</u>
Net Capital Assets		<u>\$ 1,358,037</u>

Prepaid bond insurance

Prepaid bond insurance is recognized as an asset at the government-wide level and amortized over the life of the long-term debt.

Prepaid bond insurance	\$	<u>63,000</u>
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Long-term debt transactions

Long-term liabilities and the deferred amount on refunding applicable to the District’s governmental activities are not current uses or resources and accordingly are not reported at the fund level. All uses and resources (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2021 were:

Bonds payable	\$	(2,470,000)
Bond discount, net		<u>35,067</u>
Total		<u>\$ (2,434,933)</u>

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to the accrued interest on bonds.

Accrued interest	\$	<u>(35,868)</u>
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**Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$31,876, differs from the “change in net position” for governmental activities, \$140,667, reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives as depreciation. As a result, fund balances decrease by the financial resources expended, whereas, net position decreases by depreciation charged.

Depreciation	\$ (75,347)
Capital outlay	<u>33,960</u>
Total	<u>\$ (41,387)</u>

Long-term debt transactions

Repayment of long-term liabilities are reported as expenditures at the fund level but such repayments reduce liabilities at the government-wide level.

Debt principal payments	<u>\$ 155,000</u>
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Amortization of the bond discount and prepaid bond insurance does not require the use of current resources and therefore is not reported at the fund level.

Bond discount	<u>\$ (2,364)</u>
Prepaid bond insurance	<u>\$ (4,296)</u>

Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest payable	<u>\$ 1,838</u>
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**Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District follows the provisions of Chapter 280, Florida Statutes regarding deposits and investments to manage custodial credit risk. The District maintains all deposits in a qualified public depository, so that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes. As of September 30, 2021, the District's bank balance was \$171,699 and the carrying value was \$156,034.

As of September 30, 2021, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturities</u>	<u>Fair Value</u>
Florida PRIME	49 Days*	\$ 2,216
U S Bank Money Market	N/A	186,409
Total		<u>\$ 188,625</u>

* Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the District the investment in the U S Bank Money Market is a level one asset.

Investments

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2021, there were no redemption fees, maximum transaction amounts, or any other requirement that would limit daily access to 100 percent of the account value.

Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments in treasury funds, commercial paper, and government loans are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2021, the District's investment in Florida PRIME was rated AAAM by Standard & Poor's. The District's investment in U.S. Bank Money Market is not rated.

Concentration of Credit Risk

The District places no limit on the amount it may invest. The investments in U S Bank Money Market represent 99% and the investments in Florida PRIME represent 1% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

NOTE D – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments on benefitted property within the District. Operating and Maintenance Assessments are based upon adopted general fund budget and levied annually. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collection (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the Nassau County Tax Collector on November 1 and due on or before March 31 of each year.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE E – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<u>Governmental Activities:</u>				
Capital assets, not depreciated				
Land and improvements	\$ 46,653	\$ -	\$ -	\$ 46,653
Construction in progress	12,583	33,960	(46,543)	-
Total Capital assets, not depreciated	<u>59,236</u>	<u>33,960</u>	<u>(46,543)</u>	<u>46,653</u>
Capital assets, being depreciated:				
Infrastructure	<u>2,227,432</u>	<u>46,543</u>	<u>-</u>	<u>2,273,975</u>
Less accumulated depreciation for:				
Infrastructure	<u>(887,244)</u>	<u>(75,347)</u>	<u>-</u>	<u>(962,591)</u>
Total Capital Assets Depreciated, Net	<u>1,340,188</u>	<u>(28,804)</u>	<u>-</u>	<u>1,311,384</u>
Governmental Activities, Capital Assets	<u>\$ 1,399,424</u>	<u>\$ 5,156</u>	<u>\$ (46,543)</u>	<u>\$ 1,358,037</u>

Depreciation of \$75,347 was charged to physical environment.

**Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE F – LONG-TERM DEBT

The following is a summary of debt activity for the District for the year ended September 30, 2021:

Long-term debt at October 1, 2020	\$	2,625,000
Principal payments		<u>(155,000)</u>
Long-term debt at September 30, 2021	\$	2,470,000
Less: bond discount, net		<u>(35,067)</u>
Total long-term debt, September 30, 2021	\$	<u><u>2,434,933</u></u>

Long-term debt for Governmental Activities is comprised of the following:

Capital Improvement Revenue Refunding Bonds

\$2,315,000 Series 2017A-1 Senior Capital Improvement Revenue Refunding Bonds due in annual principal installments maturing May 2036. Interest is due semi-annually on May 1 and November 1, at various rates between 2% and 3.375%. Current portion is \$100,000.	\$	1,790,000
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----	-----------

\$850,000 Series 2017A-2 Subordinate Capital Improvement Revenue Refunding Bonds due in annual principal installments maturing May 2036. Interest is due semi-annually on May 1 and November 1 with a fixed interest rate of 5%. Current portion is \$30,000.		<u>680,000</u>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	----------------

Bond payable		2,470,000
Bond Discount, net		<u>(35,067)</u>
Bonds Payable, Net	\$	<u><u>2,434,933</u></u>

**Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE F – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2021 are as follows:

Year Ending September 30,	Principal	Interest	Total
2022	\$ 130,000	\$ 86,081	\$ 216,081
2023	135,000	82,581	217,581
2024	135,000	78,831	213,831
2025	140,000	74,831	214,831
2026	150,000	70,588	220,588
2027-2031	805,000	276,464	1,081,464
2032-2036	975,000	115,545	1,090,545
Totals	<u>\$ 2,470,000</u>	<u>\$ 784,921</u>	<u>\$ 3,254,921</u>

Summary of Significant Bond Resolution Terms and Covenants

Capital Improvement Revenue Refunding Bonds

Significant Bond Provisions

The Series 2017 Senior and Subordinate Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2027 at a redemption price equal to the principal amount of the Series 2017 Senior and Subordinate Bonds to be redeemed, together with accrued interest to the date of redemption. The Series 2017 Senior and Subordinate Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

**Heron Isles Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE F – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Fund – The Series 2017A-1 and Series 2017A-2 Reserve Account requirements are equal to 50 percent of the maximum annual debt outstanding for Series 2017A-1 and Series 2017A-2 Bonds. The Series 2017A-1 Bonds Reserves are satisfied by the Reserve Insurance Policy which will terminate on the final maturity date or upon earlier, in full, payment of the Series 2017A-1 Bonds. The Series 2017A-2 Bonds were funded from the proceeds of the Series 2017A-2 Bonds in amounts. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve deposits as of September 30, 2021:

<u>Capital Improvement Revenue Refunding Bonds</u>	<u>Reserve Balance</u>	<u>Reserve Requirement</u>
Senior Series 2017A-1	\$ 81,258	\$ 81,258
Subordinate Series 2017A-2	\$ 33,688	\$ 33,313

NOTE G – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that exceeded commercial insurance coverage in the last three years.

NOTE H – SUBSEQUENT EVENT

In November 2021, the District made prepayments on the Series 2017A-1 and 2017A-2 Capital Improvement Revenue Refunding Bonds of \$5,000 and \$5,000, respectively. In May 2022, the District made a prepayment on the Series 2017A-2 Capital Improvement Revenue Refunding Bonds of \$10,000.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Heron Isles Community Development District
Nassau County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Heron Isles Community Development District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated June 20, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Heron Isles Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Heron Isles Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Heron Isles Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Board of Supervisors
Heron Isles Community Development District

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Heron Isles Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 20, 2022



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
Heron Isles Community Development District
Nassau County, Florida

Report on the Financial Statements

We have audited the financial statements of the Heron Isles Community Development District as of and for the year ended September 30, 2021, and have issued our report thereon dated June 20, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 20, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Heron Isles Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Heron Isles Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

To the Board of Supervisors
Heron Isles Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Heron Isles Community Development District. It is management's responsibility to monitor the Heron Isles Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2021.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Heron Isles Community Development District reported:

- 1) The total number of district employees compensated for the purposes of the auditing disclosure requirements of employees and independent contractors, Board members that receive statutory compensation are reported herein in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 8
- 3) All compensation earned by or awarded to employees, for the purposes of the auditing disclosure requirements of employees and independent contractors, Board members that receive statutory compensation are reported herein, whether paid or accrued, regardless of contingency: \$2,401
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$309,588
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see on the following page.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Heron Isles Community Development District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund, \$592.75, Debt Service, \$447.30.
- 8) The amount of special assessments collected by or on behalf of the District: Total Special Assessments collected was \$658,171.

To the Board of Supervisors
Heron Isles Community Development District

- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: Series 2017A-1 Bonds, \$1,790,000 maturing November 2036 and Series 2017A-2 Bonds, \$680,000 maturing November 2036.

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 412,343	\$ 419,425	\$ 7,082
Interest earning	450	14	(436)
Miscellaneous revenues	100	-	(100)
Total Revenues	<u>412,893</u>	<u>419,439</u>	<u>6,546</u>
Expenditures			
Current			
General government	119,505	109,307	10,198
Physical environment	230,602	237,881	(7,279)
Capital outlay	40,000	33,960	6,040
Total Expenditures	<u>390,107</u>	<u>381,148</u>	<u>8,959</u>
Net changes in fund balance	<u>22,786</u>	<u>38,291</u>	<u>15,505</u>
Fund Balances - October 1, 2020	<u>35,552</u>	<u>211,861</u>	<u>176,309</u>
Fund Balances - September 30, 2021	<u>\$ 58,338</u>	<u>\$ 250,152</u>	<u>\$ 191,814</u>

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

To the Board of Supervisors
Heron Isles Community Development District

Purpose of this Letter

Our Management Letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 20, 2022



**Berger, Toombs, Elam,
Gaines & Frank**

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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Heron Isles Community Development District
Nassau County, Florida

We have examined Heron Isles Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for Heron Isles Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Heron Isles Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Heron Isles Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Heron Isles Community Development District's compliance with the specified requirements.

In our opinion, Heron Isles Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 20, 2022

FIFTH ORDER OF BUSINESS

**Heron Isles CDD
Landscape Contractors Comparison Worksheet**

Landscape Contractors	-	Monthly	Annually
BrightView Landscape Services Grounds Maintenance Visits 52 Includes Mowing of Pond Banks	\$	7,698.00	\$ 92,376.00
Coastal Greenery 44 Landscape Maintenance Visits Includes Mowing of Pond Banks	\$	9,045.00	\$ 108,540.00
Yellowstone Landscape 42 Landscape Maintenance Visits Includes Mowing of Pond Banks	\$	12,083.00	\$ 144,996.00
Options - Reduce mowing of pond banks to bi-weekly			
BrightView Landscape Services Grounds Maintenance - 52 Visits Includes Mowing of Pond Banks - 26 Visits	\$	7,278.00	\$ 87,336.00
Coastal Greenery Grounds Maintenance - 44 Visits Included Mowing of Pond Banks - 26 Visits	\$	8,005.00	\$ 96,060.00
Yellowstone Landscape Grounds Maintenance - 42 Visits Includes Mowing of Pond Banks - 21 Visits	\$	10,375.00	\$ 124,500.00

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@rmsnf.com

Dear CONTRACTOR:

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

- Landscaping services for common areas and pond banks
- Irrigation maintenance services
- Fertilization, weed control and insect control services

Bid Specifications:

The following landscape maintenance services are specified below. Locations are identified on the attached map.

Drawings (Plats will be provided upon request):

Map of the community are included in this packet.

Contractor Requirements:

In order to submit a proposal, each Proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. **This is an informal bid. No protest rights or other procurement rights will be afforded to any Proposer.**

Services to be included in Bid:

1. Mowing

The mowing of all turf areas of the common property no less than once every seven days in the heavy growth season; April 1st thru October 31st. Lake perimeters & banks to the water's edge are to be included in this schedule. Mowing in the "off peak season" from November 1st through March 31st will be completed every other week. Total mowing per year should be 42 depending on weather conditions. Mowing height will be no less than 3 inches and no more than 4 inches for all St. Augustine or Bahia grass.

Common areas:

1. Phase 1 begins at Starfish Lane and Chester Road - Sidewalk adjacent to Chester Road to the perimeter fence. This requires edging and mowing.
2. Phase 3 begins at Breezeway Court and Chester Road - north of Heron Isles Parkway -Sidewalk adjacent to Chester Road to the perimeter fence. This requires edging and mowing.
3. Heron Isles Parkway, including medians –
 - South side of Heron Isles Parkway from Chester Road to Blackrock Parkway, EXCEPT for the area of the Blackrock Park Community, from their fence line to the east end of the pond along Heron Isles Parkway.
 - North side of the Parkway from Chester Road to the preserve on the north side just east of the round-a-bout, both parks and playgrounds on Heron Isles Parkway to the preserve, around restroom facility and where homes begin, from the curb to the fence.

4. Entry of each section of the community identified as: Starfish Lane, Coral Reef Road, Commodore Point Drive, Albatross Drive, Graylon Drive (North and South sides), Swallowtail Drive and Breezeway Court.
5. Graylon Drive at round-a-bout – from street side of owners’ vinyl fence to the curb
6. Round-a-bout on Heron Isles Parkway
7. Entire corner lot between Heron Isles Parkway and Swallowtail Drive (mailbox kiosk located on lot)
8. Two (2) common areas on Coral Reef Road - one (1) on each side of the road) where the wetlands cross under the roadway. There is a sidewalk along both sides of Coral Reef Road. This is located just south of Tidal Bay Drive and just north of the corner of Starfish Drive and Coral Reef Road. The turf area is to be mowed, the sidewalk and curb area is to be edged. Shrubs and tree limbs from the wetlands should not be lower than 6’ and the grass should be trimmed to create a groomed line along the wetlands.
9. Four (4) common areas on Commodore Point Drive - two (2) on each side of roadway where the wetlands cross under the roadway. There is a sidewalk along both sides of Commodore Point Drive. The turf area is to be mowed, the sidewalk and curb area is to be edged. Shrubs and tree limbs from the wetlands should not be lower than 6’ and the grass should be trimmed to create a groomed line along the wetlands. Please cut back any overgrowth around the JEA lift station.
10. One (1) open area on Commodore Pointe which includes Tract “Y” between lots 177 & 178
11. Two (2) recreational areas including area around parking lot located 96139 Heron Isles Parkway
12. There are 22 retention ponds. Mowing of all pond banks to the water’s edge as depicted in the attached map. This will include mowing of 10’ of turf at the top of the bank as well.

*** It is preferred for mowing to take place on Wednesday or Thursday to maintain a crisp clean appearance for the weekend. Work not completed on the scheduled day should be complete the following**

2. Edging

The edging of all common area walkways and other paved areas no less than once every seven days in the heavy growth season, April 1st through October 31st and as needed during the period of November 1st through March 31st. (The common areas are listed above in section 1)

The edging of all plant bed areas twice per month from April 1st through October 31st and as needed during the period of November 1st through March 31st.

3. Weeding

- All landscape beds should be properly mulched (2.5-3” thick) and should be kept reasonably free of weeds with respect to the site conditions and time of year.
- There are two 8’ x 8’ areas where the irrigation wells are located. These areas are fenced and need to be treated periodically to eliminate weeds. One (1) is located by the restroom facility and one (1) is located between the secondary playground and the JEA Lift Station on Heron Isles Parkway.

4. Trimming

The trimming and hard edging of grass areas inaccessible to mowing equipment will be done no less than once every seven days from April 1st through October 31st and as needed from November 1st through March 31st.

5. Plants, Shrubs

The shearing of shrubs and plants will be done on an as needed basis to maintain a crisp appearance and to conform to the landscape design specified by the District. With the exception for desired hedges, all pruning and trimming of plants will be done so that the natural shapes are retained. Shrubs, limbs and/or vines are to be trimmed to prevent them interfering with the view of OR from attachment to the community signs, fence columns and fencing in the community.

6. Blowing

The clearing or blowing of all walkways, roadways, recreational areas including the parking area and any other paved area that may become littered during the maintenance process will be done with every service.

7. Trash Removal

All debris and/or litter shall be removed from turf areas, shrub beds, drainage ditch and ponds with each visit to the property.

8. Monthly Irrigation System Checks

A complete system run-through and visual inspection of all spray heads, nozzles, drip lines, gear-driven heads, etc. shall be performed monthly to ensure a functional irrigation system to avoid any dry and problem areas. A written report generated is to be sent to the Operations Manager on a **monthly** basis. All broken or otherwise inoperable gear-driven rotors, nozzles, spray heads and etc. shall be replaced at the time of inspection and the Operations Manager is to be informed of the repairs. During such inspection, all spray devices should be checked to ensure they are aimed away from the exterior surfaces of all buildings, fencing, and other solid structures and from any street, sidewalk, jogging path or other pedestrian or vehicular traffic areas. All broken or otherwise inoperable piping shall be repaired upon inspection and the Operations Manager informed of the repairs. **Sprinkler system repairs totaling over \$100.00 must be approved prior to completing. For an expedited response, send a text the Operations Manager.**

All necessary parts and materials shall be billed separately to the Heron Isles CDD with a specific description of location and source of damage, i.e., general maintenance, vehicle or vandalism. All broken irrigation heads with markings and/or cuts indicative of mower damage shall be repaired at no charge for materials or labor.

9. Fertilization

Fertilization of turf and ornamental shrubs, trees, palms, ground covers shall be undertaken on a program customized for Heron Isles Community Development District. Note: A minimum of 6 applications on St. Augustine or Bahia turf and three (3) applications of custom blended granular fertilizer on shrubs and trees is required. Fertilizer should be swept off of walks and drives into lawns or beds. When required after fertilization, the contractor will apply irrigation.

(Customized program for fertilization should be included with the proposal)

10. Pest Control- including Ant Beds

The contractor will inspect lawn areas, ornamental shrubs, trees, palms and ground covers at least monthly for indications of pest problems and provide a monthly written report to the Operations Manager on the problems and treatment. Upon confirmation of a specific problem requiring treatment, the contractor will apply pesticides as needed and only in affected spots, and whenever possible using the least toxic, effective pesticide. Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides in Florida.

*** If this service is being subcontracted out, the contractor is required to notify the Operations Manager with the subcontractor's information along with schedule for service.**

(Pest control application schedule should be submitted along with the proposal)

11. Trees

To be cleared of sprouts or moss from trunk one (1) time per year. "Lifting" of limbs up to 10 feet above the ground included. Contractor will maintain staking and guying of new trees and established trees as needed.

NOTES:

1. Work must be done between 8:00 am and 5:00 pm Monday through Friday. No weekend work will be permitted, without approval. Work not completed on the scheduled day must be completed by the following afternoon. Weather permitting.
2. Appearance of all workers should be professional.
3. Work vehicles are permitted to park in the parking lot or along the curb with orange safety cones in place. Parking of work vehicles is NOT allowed on any vacant lots within the community.

Additional Bid Requests:

- **Annuals**

The installation of 25 fresh annuals installed 3 times per year at main playground.

Note: The 25 plants will be distributed in common area locations located at the Recreational Playground including the parking area on Heron Isles Parkway.

- **Mulching and Pine Straw**
 1. The application of mini pine bark nuggets in the landscape beds at the recreational playground and parking area, at a minimum depth of 3 inches two (2) times per year.
 2. The application of mini pine bark nuggets in the landscape beds in the median along Heron Isles Pkwy. at a minimum depth of 3 inches two (2) times per year.
 3. The application of mulch under the shrubbery in landscape beds along Heron Isles Parkway at a minimum depth of 3 inches two (2) times per year. Mulch would not be placed under Viburnum shrubs next to the fence. Only open areas under tree clusters and landscape area by community signs on each corner.

- **Flowers/Shrubs on Heron Isles Parkway**
 1. The cost to replace flowers or shrubbery in landscape beds in median on Heron Isles Parkway
 2. The cost to replace plant material in landscape bed at mailbox kiosk.

Bid Packages Must Include the Following Documents:

1. Complete Recommendations and Maintenance Proposal
2. Copy of all Licenses
3. Certificates of Insurance:
 - Liability
 - Worker's Comp
 - Vehicle

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

Closing Date – July 22, 2022 at 5:00 p.m.

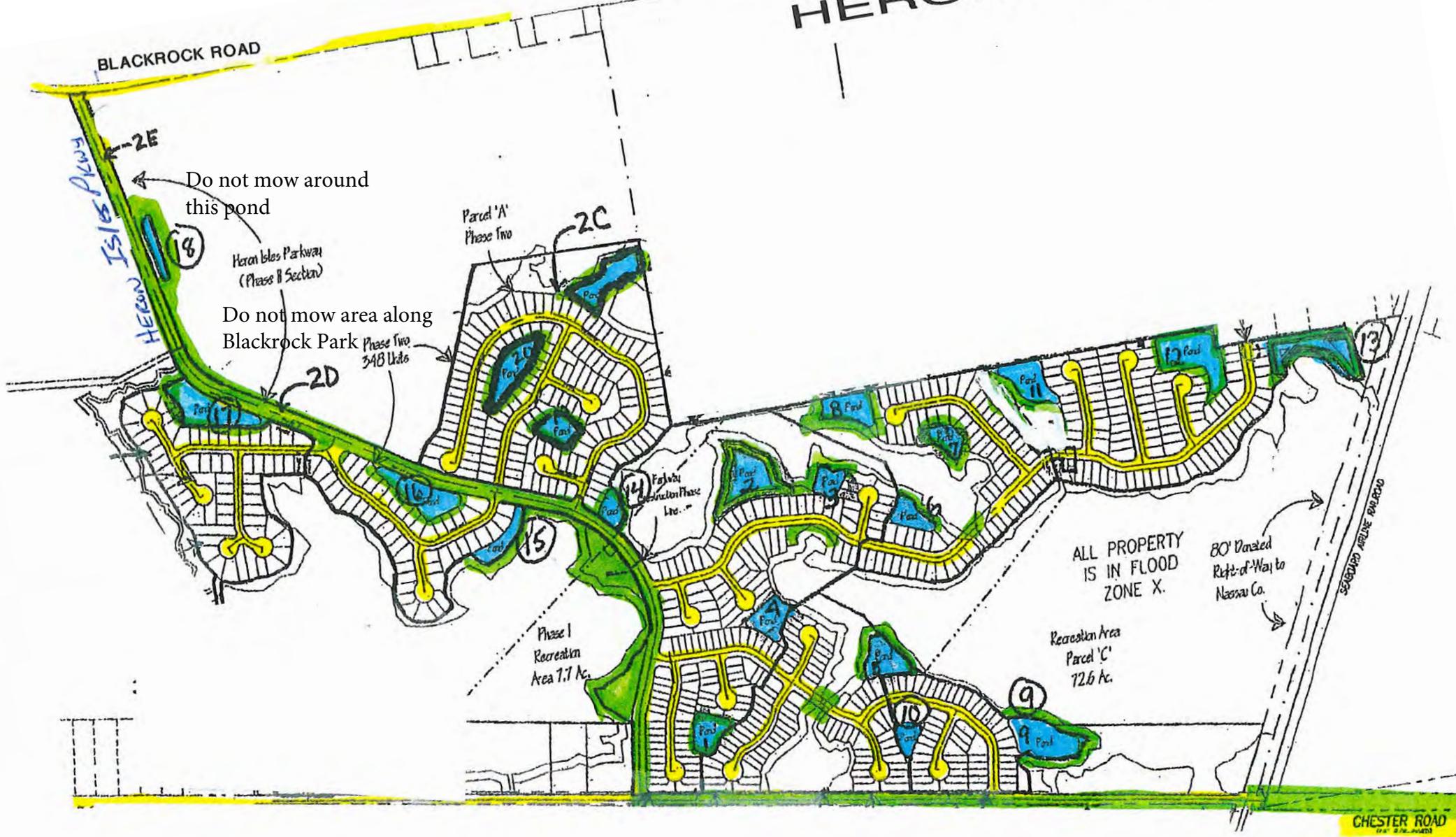
Should you have any questions, please call Cheryl Graham at 904-813-4393.

Email your proposal to Heron Isles CDD c/o Cheryl Graham of Riverside Management Services at cgraham@rmsnf.com.

PRICING SPECIFICATIONS

Services	Annual Price	Monthly Price	Unit Price
Landscaping Maintenance (Items 1-7 & 11)			
Irrigation (Item 8)			
Fertilization and Pest Control (Items 9-10)			
Annuals Installation (per rotation)			
Pine Straw or Mulch Replacement "Mini Pine Bark Nuggets" (per application)			

HERON ISLES

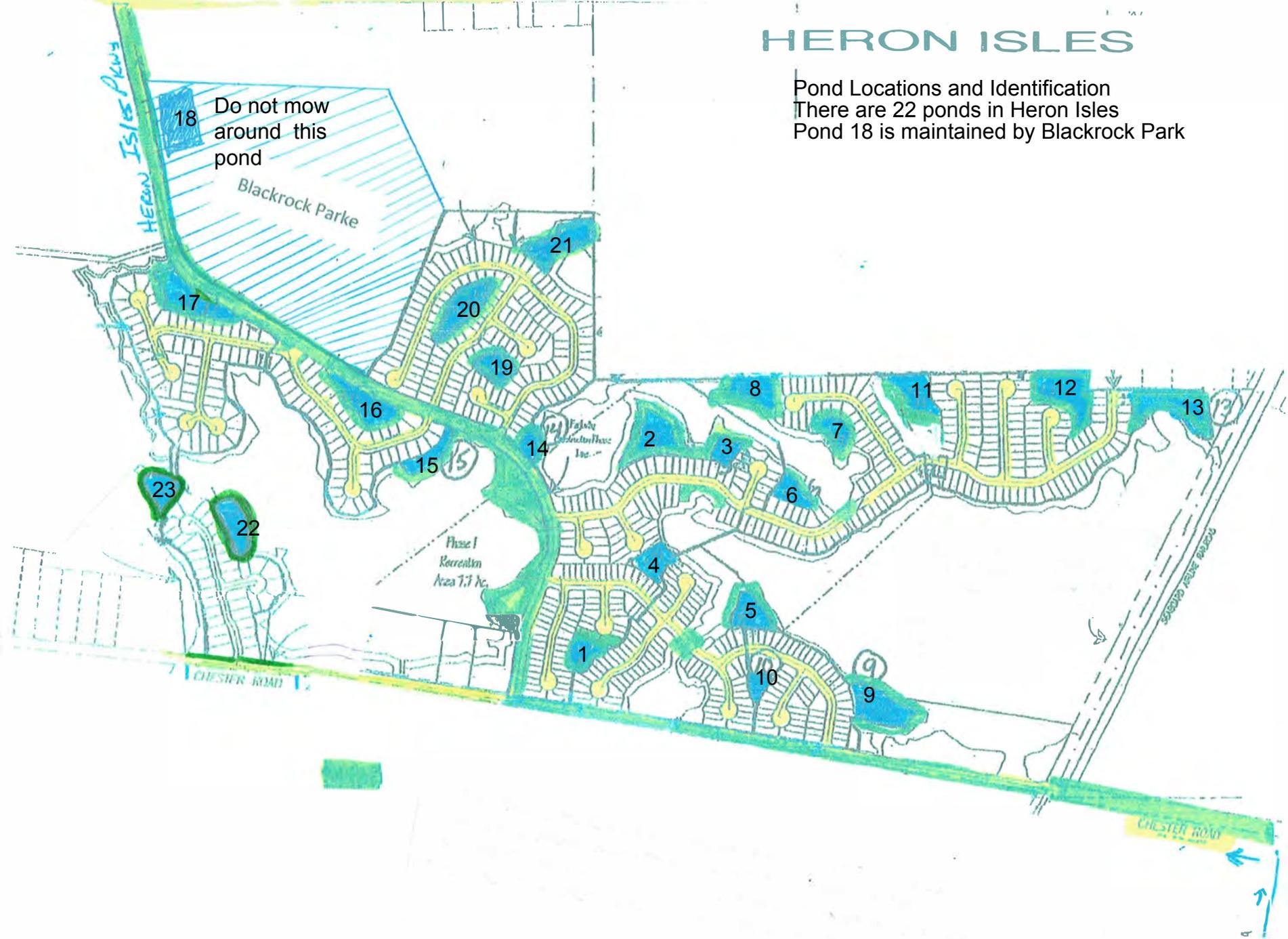


GREEN HIGHLIGHTED AREAS INDICATE AREAS TO BE MAINTAINED

BLACKROCK ROAD

HERON ISLES

Pond Locations and Identification
There are 22 ponds in Heron Isles
Pond 18 is maintained by Blackrock Park



A.



Heron Isles
Landscape Proposal
July 22, 2022

BrightView

Landscape Services

*maintaining the North Florida
Landscape Services for 20 years*

July 22, 2022

Ms. Cheryl Graham
c/o Riverside Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

RE: Heron Isles Landscape Maintenance Proposal

Dear Cheryl:

BrightView is pleased to submit a professional landscape proposal for Heron Isles. We understand how important curb appeal is to property owners, instilling a sense of pride in the community, making home a relaxing and aesthetically pleasing place and increasing investment value. We are very familiar with Heron Isles and currently maintain Blackrock. We can definitely improve the curb appeal of Heron Isles and are looking forward to working with you.

The enclosed proposal was developed based on feedback and our experience. Our skilled team will continue to achieve your landscape goals and keep your property looking its best.

Priority item #1: Plant Material Health screams "Curb Appeal" to Current and Prospective Residents as well as Management. BrightView feels and understands your concern when residents and visitors notice the bare areas in the turf, dead palm fronds, bed weeds and the like.. Healthy turf is a deep, dark green color signifying proper nutrients, appropriate irrigation and fertilization, as well as the care and pride of the community. We also understand the concern for following the "Florida Best Management Practices" directives established by the University of Florida. Items such as proper fertilization techniques, minimizing grass clippings into retention ponds, proper mowing and trimming techniques, and community landscape enhancement plantings. We further understand that trees and shrubs are expected to be healthy, upright, vigorous and colorful. To these ends, we will use the latest fertilizer formulations, irrigation techniques and Florida Friendly maintenance practices to achieve this high level curb appeal, with details presented later in this proposal.

George Rugen
1854 West Rd. Jacksonville,
FL 32216
cell 904 887 8553
george.rugen@brightview.com
www.brightview.com



BrightView

Landscape Services

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Priority item #2: Communication. Communication between your Property Manager, and BrightView will either make or break our contract. All the best intentions and service capabilities are useless if we do not communicate clearly with you. Our proposal will refer to specific reporting tools such as property management reports, irrigation inspection reports, and site specific enhancement ideas. These written reports, along with monthly property walks, will demonstrate not only our ability to keep the board informed of our services, but demonstrate our care and concern to constantly improve the Plantations landscape investment. Additionally we are offering the latest advances in Resident communication, **BrightView Connect**. BrightView Connect is our exclusive resident portal that allows resident to interact with landscape issues immediately. Residents can log on, input a landscape issue and have the ability to track their individual request in real time until the situation is resolved. Property Managers will be able to oversee the status of all outstanding landscape issues at a glance without picking up a phone or sending an email.

Priority item #3: Vendor Capabilities and Pricing. Vendor Capabilities and Pricing together reflect the Ultimate Outcome of your Satisfaction. Too few hours on the job means services go missed. Inadequate training and service practices result in unsightly "curb appeal". Rest assured, BrightView has extensive employee training, initial job assessment techniques, and a "value-driven" pricing program that results in a quality performance and customer satisfaction level second to none in the industry. All of this means our price and our service level is driven by your desired outcome for the property. Please note that our pricing that follows will be tied directly to your service expectations. As an added Bonus, our Digital Design studio is offered to all of our clients at no additional charge to provide digital renderings of any upcoming landscape project you have in mind.

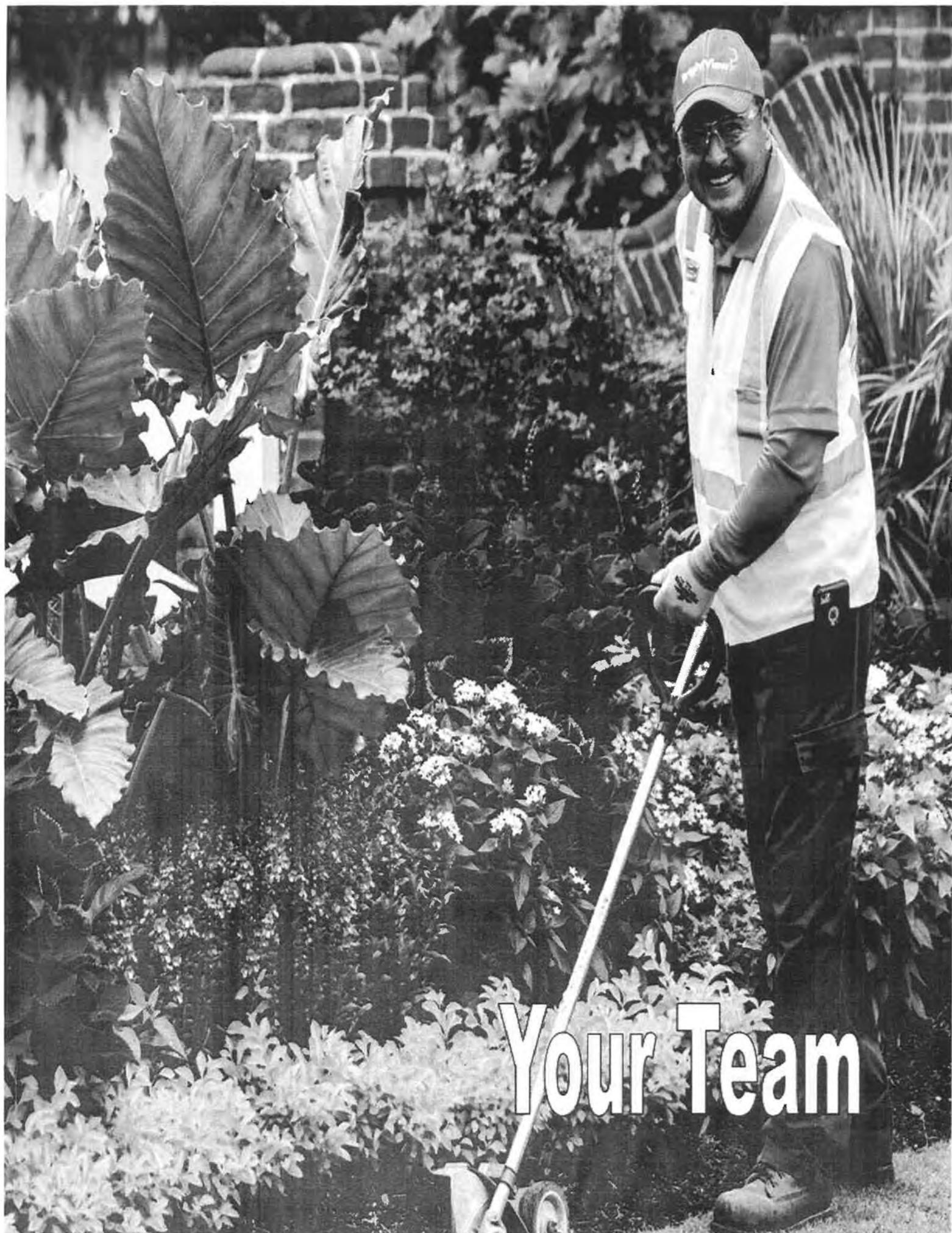
As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with BrightView, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at (904) 699-8153 or by email at George.Rugen@BrightView.com or Charbonneau@brightview.com.

Sincerely,



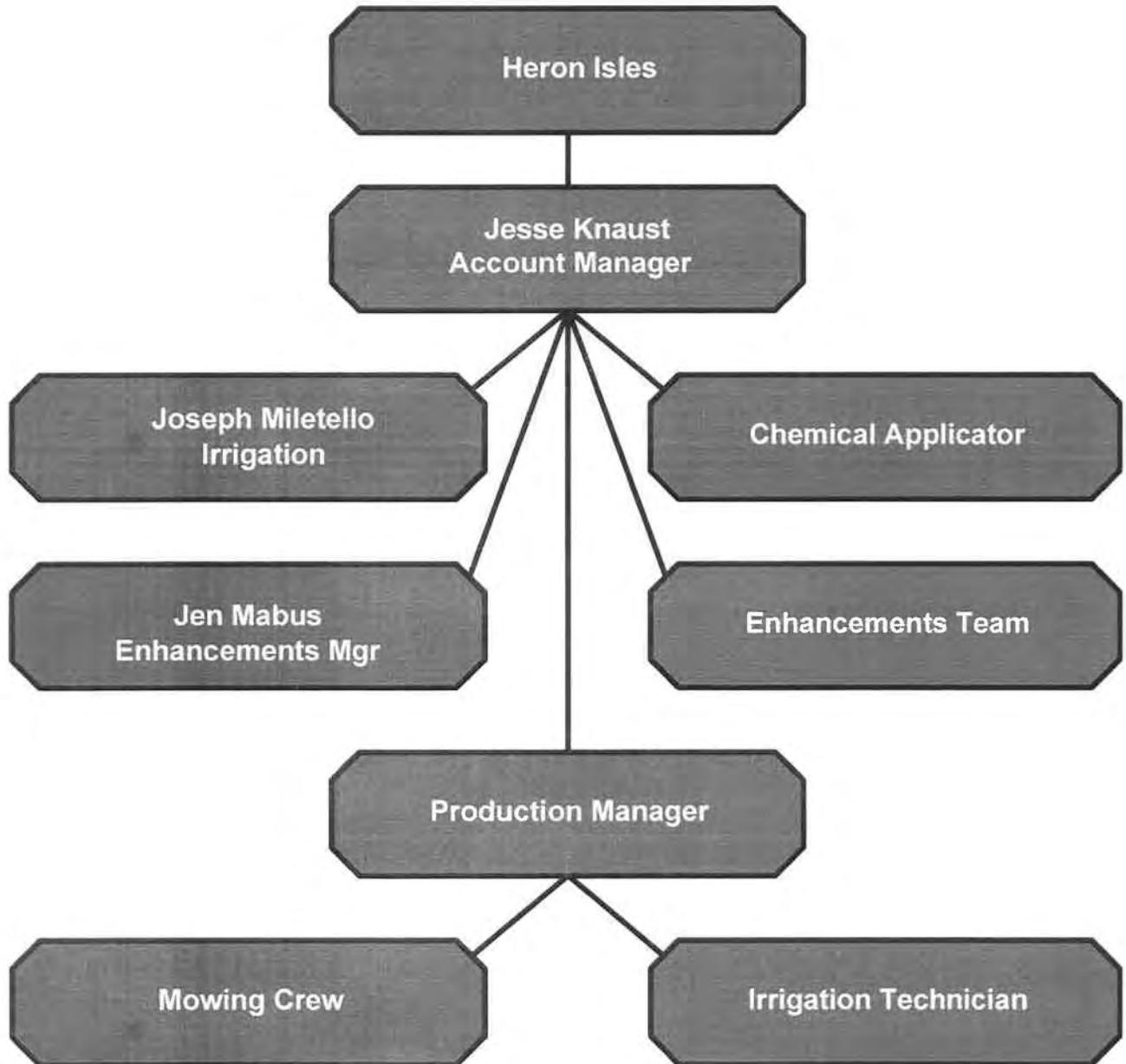
George Rugen
Business Developer



Your Team

YOUR CUSTOMER SERVICE TEAM

The crew hand selected to maintain Heron Isles has the experience necessary to meet your specific needs and expectations. Meet your team:



Richard Craig
Branch Manager

**Experience and
Job Duties**

- Years Working in Jacksonville: 30 years
- Years at BrightView: 20 years
- Years in Landscape Industry: 25 years
- Specializes in Bermuda Turf Care
- Certified Pest Operator
- University of Florida – Best Management Practices
- Develop long-term relationships and communicate on a regular basis with key clients.
- Inspect key client properties to monitor performance and overall job quality.
- Coordinate and manage client service teams.
- Ensure all contracts are executed correctly.
- Identify staffing needs
- Monitor branch safety record and implement methods to improve safe workplace practices.
- Monitor and guide Supervisors as they train Crew Leaders and Crew Members..
- Communicate with, counsel, train, discipline, review, and develop growth plan(s) for employees



Jesse Knaust
Account Manager

**Experience and
Job Duties**

- Years Working in Jacksonville: 20 years
- Years at BrightView: 10 years
- Years in Landscape Industry: 15 years
- Licensed Spray Certification
- University of Florida – Best Management Practices
- Member of the FNGLA – Ornamental Horticulture
- Develop and maintain long-term relationships with customers, focusing on both the main contact as well as the next level above and below.
- Develop and maintain a schedule to perform site walkthroughs during formal meetings with customers to ensure quality and service expectations are met.
- Lead and facilitate or assist in the resolution of customer problems or concerns.
- Proactively present site enhancement ideas to existing customers.
- Supervise the Production Specialist in conduct of field operations.
- Communicate regularly with the Production Specialist to ensure client needs and expectations are consistently met or exceeded.
- Manage service delivery to specified scope of work.
- Coordinate consistent and timely site visits with Production Specialist.



Jennifer Mabus
Enhancement / Tree Care Manager

Experience

- Years Working in Jacksonville: 20 years
- Years at BrightView: 20 years
- Years in Landscape Industry: 20 years
- Certified Arborist # (FL-5585AT)
- Education Michigan State University, B.S. Horticulture Design / Build
- University of Florida, Athletic Field Maintenance / Irrigation
- University of Florida, Best Management Practices
- Licenses
- Certified Pest Control Operator, State of Florida, DACS
- Certified Instructor Best Management Practices, IFAS, UF, SJRWM



On-Site Personnel Job Descriptions

Production Manager

Responsible for the day to day implementation of overall job functions and quality control standards. This person is onsite working with the crew the majority of his/her time. Production Managers are skilled both in horticulture applications as well as managerial application. The production manager will have a four year degree in a landscape related field in order to provide the best possible service.

Crew Leader

The crew leader schedules the workload for his crew. They insure the readiness of their workers, tools and materials. Maintains safe-working conditions at all times, including job site and crew operation. Responsible for maintaining a 90% or higher rating score on Quarterly Quality Evaluation (QQE) reviews. Trains field personnel to do required chores effectively and efficiently. They can effectively communicate in Spanish and English.

Leadman

The Leadman can manage the crew and its workload in the absence of the crew leader. This person knows the production schedule and the necessities of the account to perform the necessary tasks in order to get the job done.

Trained Gardener

Gardeners are responsible for the compliance of job specifications. They have knowledge of all materials (plants, irrigation, fertilizers, chemicals, etc.), equipment, and safety programs. They maintain consistent quality standards set by the Company. Have a pro-active plan for dealing with and staying ahead of potential problems. Maintain all equipment pertinent to his/her duty (hand tools, truck, etc.). Maintain safe working conditions at job site. They also inspect job site for unsafe working conditions and potential liabilities to clients.

CONTACT INFORMATION

- We will keep you informed when addressing unknown factors that occur from Mother Nature
- You will have 24/7 access to your Account Manager, Derek Allen, by telephone [\(904\) 703-2779](tel:9047032779) and email Jesse.Knaust@brightview.com. Our gardeners and irrigation specialists are also available around the clock.
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation.
- For minor irrigation issues, we will do everything possible to turn off the water supply within two hours or less of being notified and fix the problem the next business day.
- All safety hazards will be resolved at the time we are notified.
- You can expect a response and proposed solutions to after hours emergencies within two hours or less

The following are your 24-hour emergency contacts.

Jesse Knaust	Account Manager	(904) 703-2779
Joseph Miletello	Irrigation Manager	(904) 704-8998
Richard Craig	Branch Manager	(904) 962-1221
Jen Mabus	Enhancement Manager	(904) 226-1747



OUR COMPANY - YOUR COMMUNITY

BrightView brings *140 years* of experience and client-focused service.

We function under the belief that taking care of our teams and clients should always be at the heart of what we do. True to our name, BrightView represents our optimism for the future-offering new opportunities for our clients and team members to succeed.



TRAINING AND TAKING CARE OF OUR PEOPLE

Training Your Team to Exceed Your Expectations

We understand that on site well trained and tenured team members provide outstanding quality and customer service. Every gardener on AIPCA team is required to complete our certification program, which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

A Safe Community and Workplace is Our Priority

The safety and well-being of the Plantations Residents, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

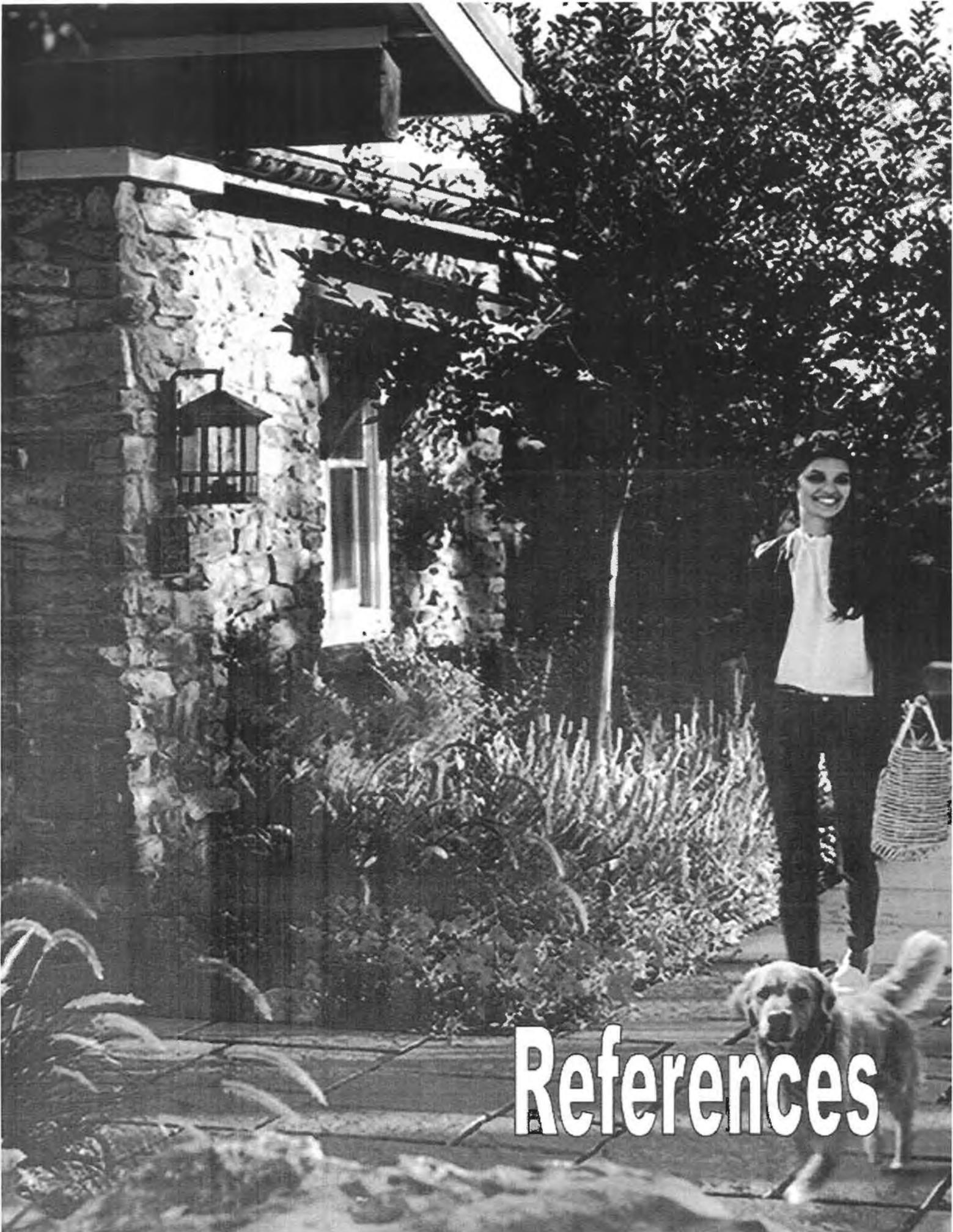
Preserving a safe environment

- Criminal background checks
- E-Verification
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- BrightView logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- BrightView Logo on Vehicles
- Required use of cones to demark safety zone
- PTO
- Benefits (401k, Health Insurance, Dental, Vision)

Crew Safety

- Monthly Rodeo Trainings
- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls
- Gardener Training





References

CUSTOMERS SOLD ON BRIGHTVIEW

In our effort to provide the best possible landscape service in town, our customers have become raving fans. But don't take our word for it. Ask them yourself!

Fleet Landing

Naval Continuing Care Retirement
Atlantic Beach, Florida
Contact: Luis Peterman
Phone: (904) 504-8373

Email: lpeterman@fleetlanding.com
BrightView Customer for 13 years



Epping Forest Yacht and Country Club

Jacksonville, Florida
Contact: Terry Banning, Property Manager
Phone: (904) 730-7071
Email: BMI@BanMgtInc.comcastbiz.net
BrightView Customer for 15 years

Mid-America Apartment Communities

Contact: Will Pescara
Phone: (214) 534-1611
Email: William.Pescara@maac.com
BrightView Customer for 5 years



CUSTOMERS SOLD ON BRIGHTVIEW



Marsh Creek

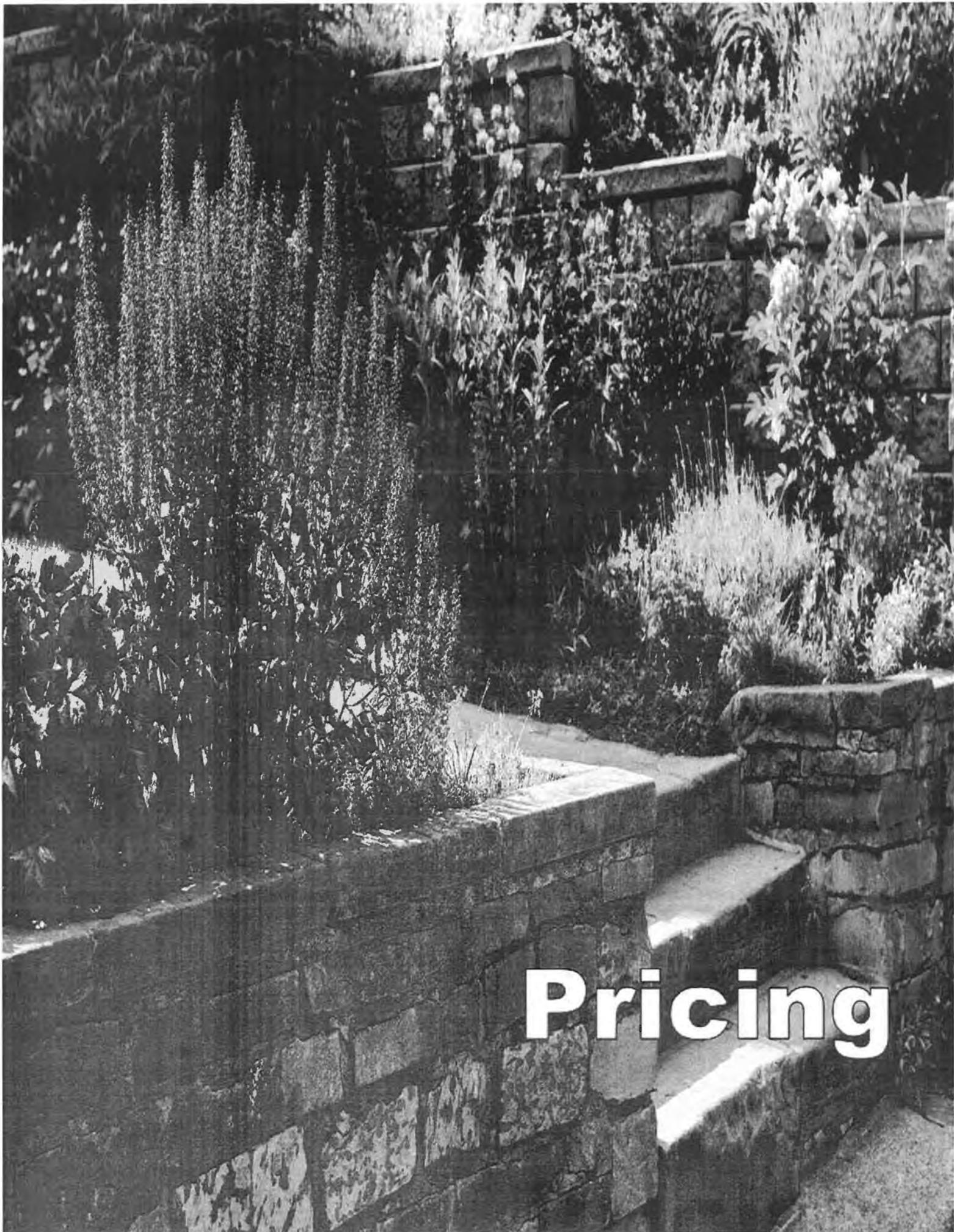
Contact: Dottie Kriner
Phone: (904) 461-9708

Email: dkriner@mayresort.com

BrightView Customer for 2 years



BrightView
Landscape Services



Pricing

PRICING SNAPSHOT

LANDSCAPE MANAGEMENT – HERON ISLES

Base Management Monthly Price	\$ 6,145.00
Base Management Yearly Fee	\$73,740.00

Base Management pricing includes:

- 52 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning

Fertilizer/Pest Control/Weed Control Monthly Price	\$ 838.00
Fertilizer/Pest Control/Weed Control Yearly Fee	\$10,056.00

Agronomics Management pricing includes:

- Turf Fertilization
- Turf Insect Control
- Turf Weed Control
- Shrub and Groundcover Fertilization
- Shrub and Groundcover Insect Control

Irrigation Inspection Service Monthly Price	\$ 715.00
Irrigation Inspection Service Yearly Fee	\$8,580.00

Irrigation Inspection pricing includes:

- Monthly check and adjust all zones
- Monthly cleaning irrigation heads
- Monthly Irrigation report

Total Management Monthly Price	\$ 7,698.00
Total Management Yearly Fee Total	\$92,376.00

AVAILABLE BUT NOT INCLUDED:

Mulch Per Cubic Yard	\$58.00
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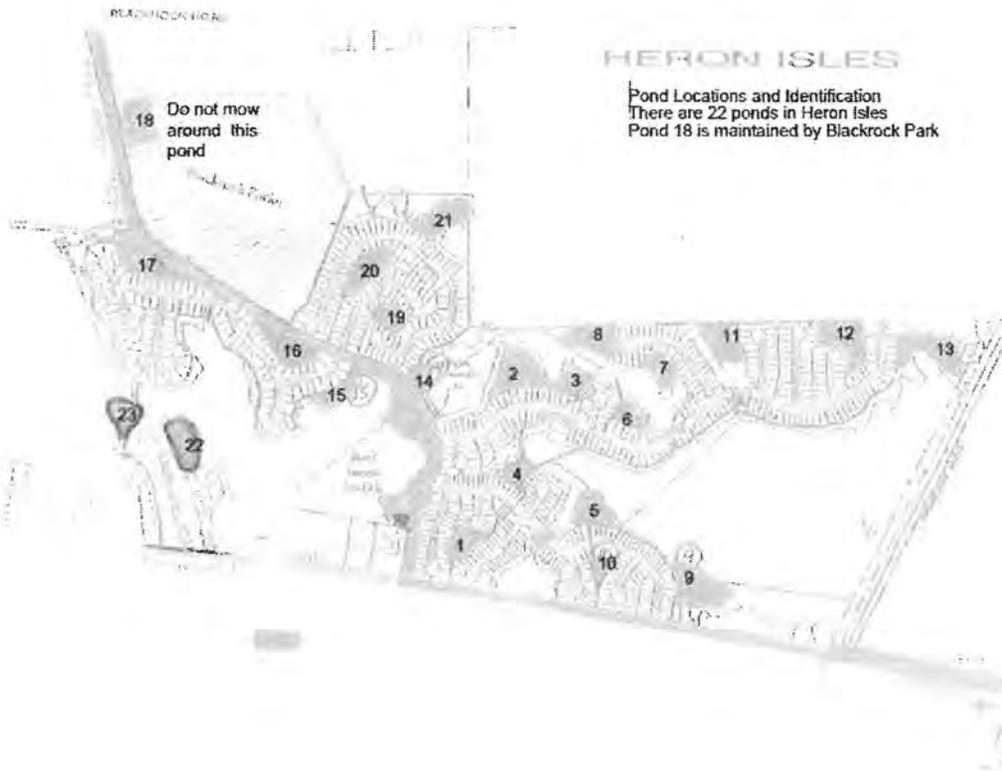
Mulch Application pricing includes:

- Based on a per cubic yard price installed

Annual Flower Rotation Price	\$843.75
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Annual Flower Rotation Management pricing includes:

- Contract grown flowers per rotation price
- 25 trays (15 per tray)
- Fertilizer
- Weed Control





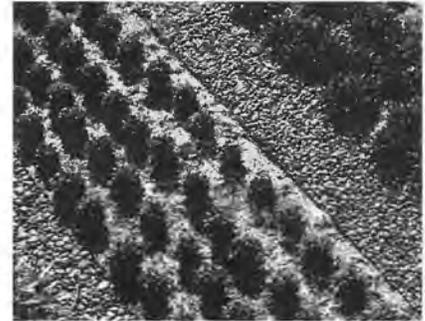
Capabilities

A CUSTOM COLOR PROGRAM FOR YOUR BRAND AND BUDGET

On a per-square-foot basis, color plantings are usually the most intensively managed element of a landscape. There are ways, however, to develop an outstanding color program that makes a strong return on the investment. Color themes may be used to complement buildings, company colors or the appropriate season of the year. The number of potentially successful color schemes are many, but we'll put together a proposal based on your input— and deliver a customized, cost-effective plan that's uniquely yours.

With careful planning, we can offer your sites a well-designed and maintained seasonal color display that:

- Creates aesthetic excitement
- Provides an individual identity to the property
- Attracts the attention of tenants, residents, employees, guests and the general public
- Complements a well-maintained landscape
- Creates a pleasing atmosphere
- Makes an eye-catching statement about the property
- Adds value to the property



Nassau County

St Augustine Turf

Trt	Application Dates	Type	Maintenance Description (unit of measure)	Material
1	March	G	Fertilization	24-0-10 75% PSCU + AS Pre M
2	May	L	Fertilization with Chinchbug control (lb)	10-0-20 +.95% Arena
3	July	L	Fertilization with Chinchbug control (lb)	10-0-20 +.95% Talstar
4	September	G	Fertilization	24-0-10 75% PSCU + AS Pre M
5	October	L	Liquid with Iron and Insecticide	10-0-20 +Chelated Iron
6	November	G,L	Winterizer Fungicide Pre Emergent	24-0-10 75% PSCU + AS Pre M
IPM and Misc Applications				
A	Dec/Jan	L	Broadleaf weed control	Celsius
B	Mar to Oct			Octane (ml)
C	As needed	L	Summer weed control	Mansion (oz)
				Lontrel (Not on residential lawns)
D	As needed	L	Sedge control and with Amine 400 in winter	Certainy (gm)
				Amine 400
E	As needed	L	Brown Patch or other Disease	Heritage G
F	As needed	L	Sedge control	Certainy (gm)

* Product formulation to be determined.

Ornamental Program

Trt	Application Dates	Type	Maintenance Description (unit of measure)	Material
1	February	L	Merit Drench on Azalea, Crape Myrtle (oz)	Bandit 2F
2	April	G	Fertilization of beds	13-0-13
3	April May	L	Preemergence Weed Control in Beds	Pre M Aquacap
4	Aug Sept	L	Preemergence Weed Control in Beds	Pre M Aquacap
5	Sept Oct	G	Fertilization of beds	13-0-13
IPM and Misc Applications				
A.	As needed	L	Insect and Scale Control	CrossCheck Plus
				Horticultural Oil (gal/100 gal)
B	As needed	L	Spider mite control	Avid
C	As needed	L	General Disease Control	T-Storm Flowable (fl oz)
D	Apr/May & Sept	L	Plant growth reduction	Atrimmec (fl oz/100 gal)
E	As needed	L	Weed control in beds	Prosecuter Pro (fl oz)

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

SCOPE OF WORK:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

LAWN CARE:

Mowing and Edging

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance. Outside of focal areas, edging surfaces will alternate between hard surfaces and bed lines weekly.

Fertilization

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Disease control

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Insect control

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

GROUND COVER AREA/SHRUB AREAS:

Edging

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

Weed Control

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge This type of control should be used only if a known weed problem warrants its use. Post-emerge Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

Pesticide

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of imported pests

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products.

Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

TREE CARE

Pruning

Height limitation for tree pruning covered in the specification is 8 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised.

Trees under 10 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

Staking

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

Palm Pruning

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

MULCHED AREA:

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. Mulch beds should be replenished with up to 2" of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

IRRIGATION SYSTEM:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$75.00 emergency calls will apply.

DEBRIS CLEANUP:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

RESULTS IN THE FIRST 30 DAYS

Our goal is to show a noticeable difference within the first 30 days on the job. Through our onsite inspections, property reviews and conversations with you and your team, together we will construct service, communication and action plans best suited for Heron Isles. Listed below are tasks we will fulfill in the first 30 days based on priorities you have already identified.

Irrigation

- Perform a thorough inspection of the systems and components.
- Map the system showing locations of major components and zone coverage.
- Sample the soil and adjust watering schedule for desired moisture.
- Recommend necessary repairs and upgrade
- Identify water shutoffs in event of emergency

Shrubs and Beds

- Remove weeds
- Prune all shrubs
- Eliminate sucker growth and volunteer plantings from beds.
- Apply insect and disease control practices to plant material
- Propose solutions for dead plant replacements

Safety

- Trim plant material blocking line of sight to buildings and facilities
- Identify obstacles in the path of motion for production teams
- Identify trip hazards created by plant or tree growth
- Provide proposal to ensure tree canopies are above the height of vehicles in parking areas
- Identify drainage problems and propose solutions

Communication

- Introduce Account Manager and key staff
- Walk site with Property Manager and BrightView team
- Determine your preferred communication methods
- Schedule key production cycles
- Deliver all key contact information for the team

Turf

- Apply Broadleaf Weed Control
- Develop customized fertilization program
- Apply blanket coverage of chinch bug suppression agent
- Apply Pre-emergent weed control to inhibit new growth.

Trees

- Provide proposal to elevate canopies for clearance and safety.
- Repair tree wells as needed
- Propose to replace or repair improperly installed or damaged tree stakes
- Provide an extensive plan for preserving and maintaining legacy trees

BRIGHTVIEW HOA CONNECT

Success in any landscape is made up of two things, the right people with the right tools and BrightView has been a leader in the development of both. Homeowner's Associations are especially challenging as every homeowner is a customer. Communication between Association Managers, BOD members, BrightView personnel and the homeowners is nearly impossible without the right tool, so we've developed BrightView HOA Connect.



Association Managers

- Dashboard with overview of all service tickets
- Snapshot report of BrightView's performance from response time to resolution
- Submit Service Tickets on behalf of homeowners or common areas with or without pictures
- Provide community alerts, landscape or non-landscape related
- Printable reports for BOD Meetings

Board

- Dashboard with overview of all service tickets
- Snapshot report of BrightView's performance from response time to resolution
- Submit Service Tickets for their home, their neighbors home or the common areas with or without pictures
- Provide community alerts, landscape or non-landscape related
- Printable reports for BOD Meetings

Members

- Submit Service Tickets for their home, their neighbors home or the common areas with or without pictures
- Submit Special Requests
- Receive notifications when submitted service tickets are updated
- Update open service tickets
- Receive community alerts
- Check Maintenance Schedules
- Smartphone capable

Homeowners

- Receive service tickets in the field in real time
- Update service tickets with comments and pictures in the field in real time
- Enter service tickets so they can be tracked
- Sort tickets in the field by submitter and by street to resolve issues more efficiently
- Update schedule changes
- Provide community alerts
- Track special requests

BrightView Personnel

COMMUNICATION CATERED TO YOUR STYLE

To ensure a successful partnership, effective communication is one of our top priorities. We have found the best way to keep our customers highly satisfied is to always make sure we understand your current needs and priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.

Proactive Communication

- Walk your property with you to continually be aware of your priorities
- Report our daily maintenance activities as often as you prefer
- Provide digital photos to verify technical issues, damage and plant and tree health
- Digital Design studio to provide state of the art imaging for your enhancement projects

The image displays five forms used for customer communication and service management:

- Customer Profile:** A form for gathering basic contact information (Company Name, Street Address, City, State, Zip, Phone, Email, Website) and professional details (Professional Organization, Title, Address).
- Service Review:** A form for tracking service performance, including a table for 'To make an actionable improvement within the next 30 days of service' with columns for 'Yes', 'No', and 'N/A'. It also includes sections for 'Trees', 'Shrub', and 'Turf'.
- BrightView Service Up-Step Ability:** A form for assessing service capabilities, with sections for 'Trees', 'Shrub', 'Turf', and 'Maintenance'.
- BrightView 30 Day Checklist:** A checklist for monitoring service quality, with sections for 'Customer to Ask the Customer' and 'Customer'.
- Customer Feedback:** A form for gathering customer input, with a table for 'Yes', 'No', 'N/A', 'Priority', and 'Action'.

PRESERVING THE VALUE OF YOUR ASSET

The leader in innovative landscape maintenance solutions, we seek out ways to help our customers save money through more efficient and healthier landscapes. Our integrated practice allows us to offer our customers additional services that protect the landscape and add value to the asset. This provides you with the ease of working with your one trusted service provider, BrightView, and frees you up from having to manage multiple third-party consultants saving you time and money. Value-added services we offer that could benefit your property include:

- **Highest percentage of Best Management Practices Certified Personnel in the industry**
- **Multiple Certified and Licensed Irrigation Managers**
- **24 Hour Emergency Response**
- **Licensed Pest Control Services provider**
- **Digital Design Studio**
- **In-house nationally certified Tree Arborists**



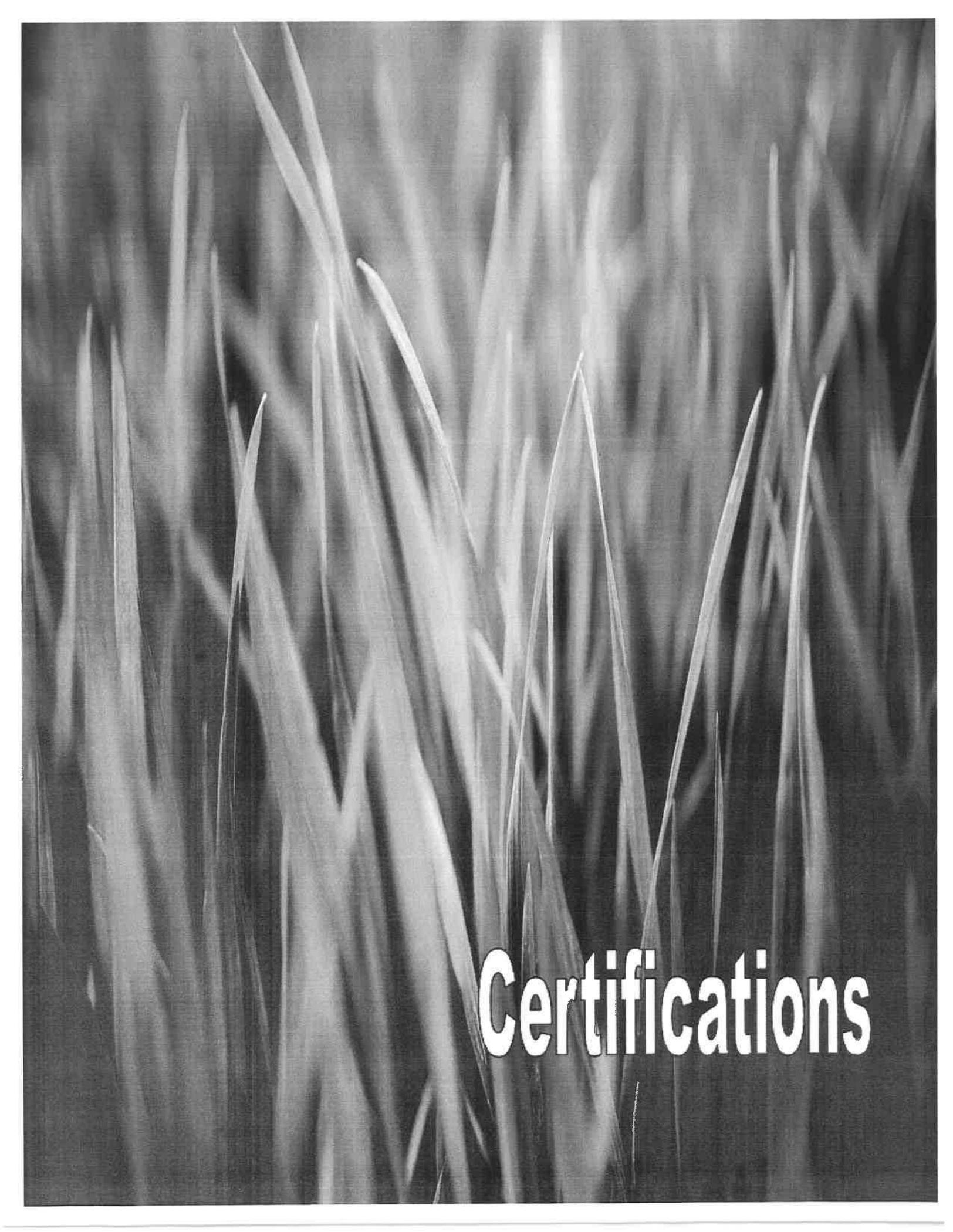
EMERGENCY RESPONSE TEAM... READY WHEN YOU NEED US

With hundreds of locations, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes / water spouts, and severe weather.

When a catastrophe occurs, your local Branch Manager, Richard Craig, will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly and safely serviced.

Resources from branch offices will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly.





Certifications



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYY):
03/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 281-7172 FAX (A/C No.): (800) 383-0105	
	E-MAIL ADDRESS:	
INSURED Brightview Landscape Services, Inc. Location #34610 11530 Davis Creek Court Jacksonville FL 32256 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company NAIC # 22667	
	INSURER B: American Guarantee & Liability Ins Co 26247	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570061624617** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. *Limits shown are as requested*

TYPE OF INSURANCE	ALSO COVERED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products/Methods Applications Coverage GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		HO0024556876001	10/01/2015	10/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		36A 108874531	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION		AUC508596811	10/01/2015	10/01/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A	C47855081 Workers Comp - AOS C47855093 Workers Comp - WI	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$2,000,000 E L DISEASE-EA EMPLOYEE \$2,000,000 E L DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BrightView Landscape Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11530 Davis Creek Court

6 City, state, and ZIP code
Jacksonville FL 32256

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
9	5		4	1	9	4	2	2	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Rodney Hull* Date ▶ *10/18/2018*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



State of



Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF165707

JAY WESTON JERNIGAN

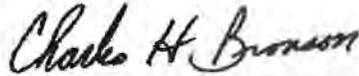
This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on January 7, 2009

Chief Bureau of Entomology and Pest Control



Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture



FLORIDA GREEN INDUSTRIES



Certificate



Awarded to

CHRIS CHARBONNEAU

Certifying The Completion of 6 Training Hours on
the Topic of Green Industries Best Management
Practices on July 6th 2007

Terril A. Nell, Chair,
Environmental Horticulture

UNIVERSITY OF
FLORIDA

IFAS EXTENSION

Laurie E. Trenholm,
Urban Turfgrass Specialist

TRAINED AND CERTIFIED in THE

BEST MANAGEMENT PRACTICES



for the PROTECTION OF WATER RESOURCES in FLORIDA

BrightView
Landscape Services

DESIGN | DEVELOP | MAINTAIN | ENHANCE

BrightView takes pride in providing the highest-quality landscape with a worry-free, dependable service commitment. As the nation's leading landscape services company, we consistently bring excellent landscapes to life at thousands of clients' properties, fostering collaborative relationships to drive clients' success.

A full service landscape company, BrightView can *mobilize quickly* to respond to special requests that may fall outside of the scope of landscape maintenance. In addition to landscape maintenance, our expertise extends to:

At every stage of your property's lifecycle, BrightView is here to take care of your landscape.



Design	Develop	Maintain	Enhance
Landscape Architecture & Planning	Planting	Landscape	Enhancements
Design Build	Hardscaped	Tree Care	Sustainability
Program Management	Pools & Water Features	Specialty Turf	Water Management
	Compliance	Exterior Maintenance	
	Tree Growing & Moving		

BrightView Landscape Service

Pond Mowing Option

Reduce mowing to
bi-weekly service.

Pricing follows this
page

AVAILABLE BUT NOT INCLUDED:

Mulch Per Cubic Yard	\$58.00
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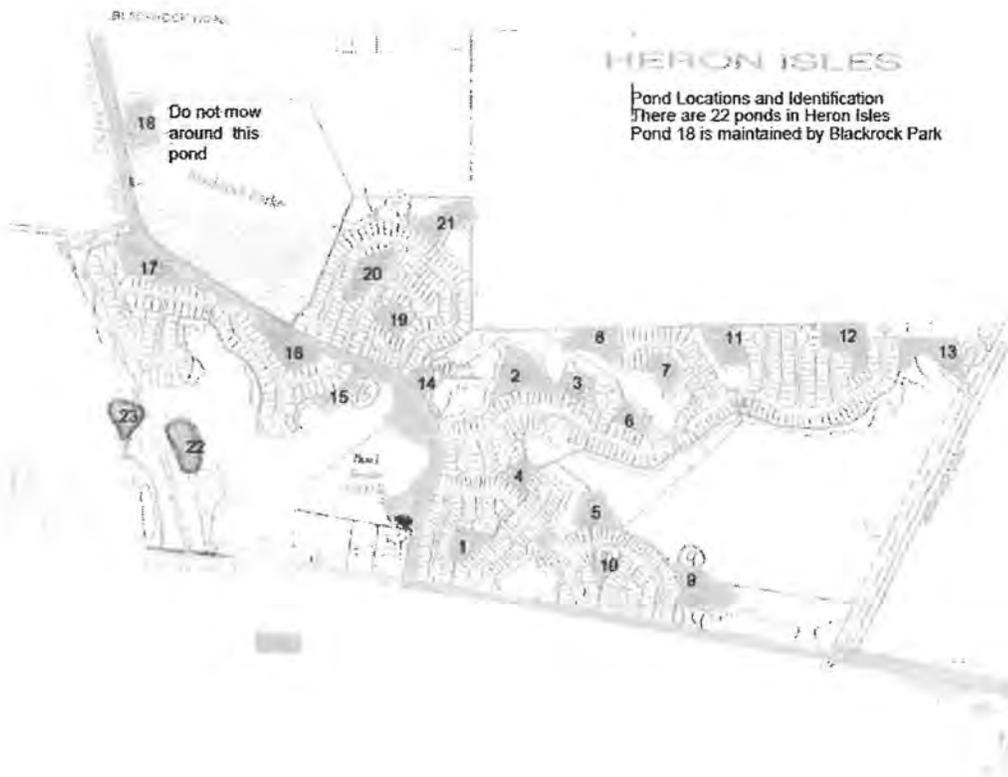
Mulch Application pricing includes:

- Based on a per cubic yard price installed

Annual Flower Rotation Price	\$843.75
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Annual Flower Rotation Management pricing includes:

- Contract grown flowers per rotation price
- 25 trays (15 per tray)
- Fertilizer
- Weed Control



B.



Relationships – the Roots of Our Business!

Heron Isles Community Development District
Heron Isles Parkway
Yulee, FL 32097

RE: Heron Isles Community Development District Landscape Maintenance

Thank you for the opportunity to bid the Landscape Maintenance at Heron Isles Community Development District.

Attached to this letter is the Landscape Maintenance Contract. It includes the contract, references, and insurance certificate.

All employees of Coastal Greenery wear company uniforms with company logo affixed to the jackets and shirts which identifies all Coastal Greenery personnel on site. The same logo is affixed to all equipment, trucks and trailers which allows clients of Heron Isles Community Development District to identify us for questions or concerns.

Currently, Coastal Greenery employs 93 persons on our staff. Heron Isles Community Development District will require one Crew to perform all mowing, pruning, and general weekly services. These services will be performed during the week (Monday- Thursday) from 7:30am – 5:00pm. Friday will be used for a makeup day in case of rain or holiday. The Heron Isles Community Development District landscape maintenance will require one additional person 1 time per month to perform all fertilizations and insect control to the turf. All above Coastal Greenery personnel will be under the supervision of 1 Client Relations Manager (Don Locklin) who will be your Coastal Greenery representative for the Communities.

Heron Isles Community Development District can expect 8 applications of turf Health Care. Shrubbery will not be treated due to maturity, thus implementing best horticultural practices and eliminating wasteful, unnecessary, and costly chemicals.

Moreover, lake banks will be mowed 26 times per year and all other common areas will be mowed 44 times per year to manage slower growing bahia turf at lakes and keep a practical and meticulous schedule of mowing for Heron Isles Community Development District.

Several pieces of equipment will be used to perform the Landscape duties:

- 1 Ford F-250 with Enclosed Trailer containing all Landscape maintenance equipment.
- 1 Isuzu NPR truck with a 600-gallon spray unit and 600' hose reels
- 1 Ford F-250 Truck with Enclosed Trailer with Z Spray Unit

1242 Old Jesup Road | Brunswick, GA 31520 | 912.261.8171 | 912.261.1807 fax
www.coastalgreenery.com | info@coastalgreenery.com



Relationships – the Roots of Our Business!

- 1 Ford F-250 truck and 1-Ford F-450 truck with a landscape Dump Body
- 2 Enclosed 7x16 foot cargo trailer, 2-Ford F150
- 2 Gravely zero turn mowers

Several small weed eaters, edgers, blowers, tillers, fertilizer spreaders, chainsaws, rakes, shovels, etc.

All personnel at Coastal Greenery are either United States Citizens or work legally under a government program (H2B) and possess valid work permits authorized to work in the United States. All crew leaders are English speaking. Currently 26 employees have State of Georgia Pesticide (category 24) and State of Georgia Soil and Erosion License. All 93 employees at Coastal Greenery have valid drug cards and/or American Red Cross First Aid and CPR License.

Coastal Greenery complies with all State agencies and possesses a Business License, Department of Agriculture Plant handlers License and trains weekly with OSHA standards of safety.

Our Goal at Coastal Greenery is to protect our clients with a great program such as dedicated on – site managers, quality horticulture practices, proper insurance and State certifications. We take pride giving our clients *a Great Look with Cost Control.*

Please reach out to me with any questions 912-261-8171.

Again, thank you for the opportunity,

Vanneza Stubbs

Vanneza Stubbs
Coastal Greenery, Inc.



Heron Isles Community Development District

Maintenance Proposal

Thank you for your interest in Coastal Greenery, Inc. Over the past 28 years, we have been privileged to be a part of many clients' mission to fulfill their individual landscape needs. With this being said, I want you to feel confident in your decision to allow our team to serve you in this venture. The Coastal Greenery Team possesses the education, training, and hands-on experience to manage your landscape with each service we offer. Our team strongly believes that communicating with the client and educating the client are the keys to a great working relationship. We want you to feel confident that our team's number 1 goal is to provide you with the finest landscape services possible while working in the safest manner possible. We are looking forward to building a lasting relationship with you as well as meeting all of your landscape needs.

-Jeffrey Johns

Landscape Maintenance Agreement

THIS AGREEMENT is made this day 7/21/2022 12:00:00 AM , by and between:

Heron Isles Community Development District

Heron Isles Pkwy

Yulee , Florida 32097

(hereinafter referred to as "the Client")

and

Coastal Greenery, Inc.

(hereinafter referred to as "the Contractor")

NOW, IN CONSIDERATION of the mutual promises contained in this agreement, the parties agree as follows: The term of this agreement shall commence on 1/1/23 , and shall continue until 12/31/26 unless sooner terminated by either party with 30 days written notice. Written notice of termination shall be addressed as follows:

Coastal Greenery Inc.
1242 Old Jesup Road
Brunswick, Georgia 31520

Weekly Landscape Maintenance

Mowing, Edging and Trimming: All turf areas shall be mowed during the growing season not to exceed the specified number of visits per year. During the dormant season, mowing will be done as needed. Clippings will be left on the lawn with no visible clumps remaining on the surface 24 hours after mowing. All hardscape areas (sidewalks, fences, driveways, parking areas) and softscape areas (tree rings, plant beds) will be edged with a steel blade edger, monofilament line trimmers and/or chemicals twice per month during the growing season. Grass clippings will be blown from sidewalks, curbs, and roadways after mowing and/or trimming. In periods of drought stress or dormancy, mowing, edging, and weedeating may be suspended.

Pruning (Growing Season): Plants and shrubs will be pruned during the growing season as intended to remove new growth only and to maintain the intended shape of the plant. Pruning is done by hand snips or powered sheers. Tree pruning will be done once per year and is limited to branches below Seven (7) feet height. Additional fees will apply to pruning of trees over Seven (7) feet height. For safety, no trees will be pruned in or under utility lines. Branches will be pruned just outside the branch collar. Pruning paint will not be applied. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.

Pruning (Dormant Season): Pruning during the dormant season is intended to reshape, thin or invigorate plant material. Evergreen hedges, hollies, roses, etc. will be hard pruned as needed. Crape Myrtles, if needed, will be pruned by only removing cross branches and seed heads. Perennials will be cut back to promote spring growth. No guarantee that perennials will flush. Ornamental grasses such as Miscanthus, Muhly, and Pampas grass will be cut back to promote new growth. This type of pruning will be done January- March.

Weed Control: Weeds will be treated with post-emergent applications of herbicides in all plant beds or mulched areas using a target spray technique and/ or hand pulling. Weeds in hard surfaces (paved) areas will be controlled with line string trimmers or chemical treatments.

Blowing: Blowers are used to clean hard and soft surfaces of particle debris. Any debris that will not be absorbed will be picked up.

Spring Leaf Removal: Leaves on lawn areas, in shrubs, groundcovers and along curb lines will be picked up. During leaf drop all surfaces will be cleaned. Disposal of debris and leaves will conform to the client's desire. No on-site disposal will be done without prior approval.

Water Management Services

Weathermatic SmartLink Water Management System: Coastal Greenery Inc. will install a Weathermatic SmartLink water and site management systems irrigation controller and weather sensor. This system will become property of the client. Included in the Weathermatic SmartLink Controller is a Total Equipment Protection Warranty which is an all-inclusive warranty that includes protection against lightening, theft or physical damage and provides a fixed cost of ownership. This warranty is valid as long as the client is a customer of Coastal Greenery Inc.

24 Hour System Management - Coastal Greenery Inc. will install a cellular Air Card and will

monitor on a 24-hour basis and will contact the Client and/or Client Agent if there are any issues with water allocation. Coastal Greenery Inc. will program the system in a manner that promotes efficient use of water and healthy plant growth. Coastal Greenery Inc. retains ownership of the cellular communication equipment (Air Card).

Quarterly Inspections- Coastal Greenery Inc. will check the client's water system, quarterly using a SmartLink mobile inspection app. Every valve is opened, and the system is inspected thoroughly. At this time, Coastal Greenery Inc. will reset zone times according to seasonal changes. Coastal Greenery Inc. will provide the Client with photos documenting any major repair items needed and will note and report to client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

Annually - Coastal Greenery Inc. will recalibrate each zone following Cooperative Extension Service recommendations.

Repairs or system service beyond the above scope will require a charge at an hourly rate per man plus materials. The client or client's agent will be notified, and approval given before repairs beyond the above scope are made. The Client understands that for Coastal Greenery Inc. to perform routine maintenance and repairs to the water system, it may be necessary to operate the system during Coastal Greenery Inc.'s regular business hours. It is further acknowledged by Client that this is also the case when certain fertilizers and chemicals are applied. Coastal Greenery Inc. shall not be held liable for cleaning vehicles or any other items that get wet during operation of the irrigation system.

Turf / Plant Healthcare Application - FL

Our Plant/Turf Healthcare plan includes (8) visits during an annual year while using the best Horticulture techniques available. Our plan includes turf fertilizations, insecticides, herbicides and micro nutrients following Best Methods for Integrated Pest Management (IPM). Applications will be granulated and liquid products.

Soil Test

In the month of December a soil test will be completed on your landscape. The soil will be sent to a certified lab to analyze proper fertilization and pest requirements for your landscape in the upcoming season. A copy of the results will be provided.

Spring Mulching

All mulched areas shall be replenished with Wood Mulch at a depth not to exceed two (2) inches. Spring mulch will be installed during the months of February/March/April. Excess old mulch will not be removed. If this is needed, additional fees may result.

Fall Mulching

All mulched areas shall be replenished with Wood Mulch at a depth not to exceed two (2)

inches. Fall mulch will be installed during the months of September/October/November. Excess old mulch will not be removed. If this is needed, additional fees may result.

Agreement Terms and Conditions

I. CONTRACTOR'S RESPONSIBILITY:

A. Performance: The Contractor shall be responsible for the performance of all work contracted for in accordance with the "Scope of Work" but shall not be responsible for any condition caused by an act of God i.e. tropical storms, hurricanes, or any unforeseen intervening factor which may arise during the term of this contract, or subsequent time thereafter. In the event that weather prevents work from being performed on any day or date agreed to in this contract, the Contractor will strive to perform the work as soon thereafter as the Contractor is reasonably able to perform.

The Contractor reserves the right to amend the contract when the Scope of Work is affected by changes to any local, state, and/or federal law, regulation or ordinance that goes into effect after the contract is signed.

The Contractor shall amend the contract, in writing, when any additions or deletions occur to the landscape and /or irrigation system within the Scope Of Work set forth within this contract. The Contractor will obtain written or verbal permission before performing any additional work outside the Scope of Work and the contractor will invoice the Client accordingly.

The Contractor will schedule the Scope of Work according to the requirements of the Client and will in no way interfere with the normal routine of the Clients tenants, visitors, and/or employees.

B. Workforce: The Contractor shall assign a trained workforce with experience in the Scope of Work being provided. The workforce will be presentable and identifiable at all times. The workforce shall be competent, qualified, drug-free, and U.S. citizens or legally authorized to work in the United States. The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

C. Materials: All materials shall conform the bid specifications. The contractor will meet and comply with all agricultural licensing and reporting requirements. The contractor shall pay all sales taxes on materials where applicable.

D. Licenses and Permits: The Contractor will maintain the State of Georgia Level 1A Soil and Erosion License and the State of Georgia Category 24 Ornamental & Turf Pest Control License as required by law, and state certification in CPR & First Aid from the American Red Cross. Furthermore, the Contractor will comply with all other licenses and permits required by county, state and federal governments whereas the Scope of Work necessitates.

E. Insurances: The Contractor will maintain \$2,000,000 General Liability Insurance and Full Workers Compensation Insurance on all workforce and any other insurance at the discretion of the Contractor or required by law. Additionally, the Contractor will require the

same of any sub-contractor and will provide certificates of insurance upon Client request.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the contractor, its agents, contractors, or employees, including but not limited to: death or decline of plant material due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, irrigation restrictions imposed by local water management authorities or civil authorities or lack of irrigation and/or coverage; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. Notwithstanding anything to the contrary herein, Contractor shall at all times be liable for the negligence and willful misconduct of its agents, employees, representatives, and contractors.

G. Underground Utilities: The Contractor will notify the appropriate Utilities Protection Agency prior to any installation project for the purpose of marking underground public utilities. Every effort will be made to avoid damaging any underground utilities. The Contractor will not be held liable for damage to telephone, electric, gas or water lines if they are not located where marked. Furthermore, the Contractor will not be held liable for damage to invisible fencing, irrigation systems, cable, phone, or private utilities such as, but not limited to, lamppost and outdoor lighting lines if these are not properly marked. Fees to repair any damage will be the responsibility of the Client. Non-public utility lines may be marked by the contractor who installed them.

H. Invoicing: The Contractor will submit monthly invoices for work performed within the Scope of Work included in this contract. All work will be invoiced on a per contract basis and are due Thirty (30) days from the date of the invoice.

Any services performed outside the Scope of Work specified in this contract will be approved, completed, and invoiced separately. All additional work performed will be invoiced and due on receipt of the invoice.

II. CLIENT'S RESPONSIBILITY:

A. Utility Usage: The Client shall allow the Contractor, its agents and employees, the usage of the utilities on site if needed. Utilities used but not limited to: water and electricity.

B. Payment: Client will be invoiced every month, for the month's service and the invoice is due Thirty (30) days from the date on the invoice. Any additional services outside of this agreement, approved by the Client, will be billed separately. This payment plan is considered to be a "Balanced Billing Plan" and doesn't necessarily reflect the amount of work performed during the month that it was invoiced. Should a cancellation of this agreement occur, a reconciliation of services rendered shall be provided to the Client and any services rendered and not paid shall be paid in full to the Contractor within Thirty (30)

days of the cancellation date.

The Client is considered delinquent if the payment has not reached the Contractor's office by the due date on the invoice. If an invoice becomes forty-five (45) days past due, the Contractor reserves the right to suspend services immediately by giving written notice of action for nonpayment. After sixty-five (65) days past due, the Contractor will proceed with legal action deemed necessary to collect the balance due on the Client's account. The Client will then be responsible for the balance on the account plus all expenses associated with collections, but not limited to court filings and attorney fees.

C. Corrections: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the Scope of Work contained in this contract. The Contractor may provide compensation at its discretion if defects are not correctable to the satisfaction of the Client.

III. OTHER TERMS:

A. Renewal: This agreement is good for three (3) consecutive years with all of its terms and conditions, unless other arrangements are stated. A three percent (3%) annual increase will occur after the first 12 months of service and another three percent (3%) after the first 24 months of service.

B. Wind/Hurricane Damage: Damage to landscape caused by winds, tidal surges, and or flooding such as broken limbs, down trees, and yard debris will be cleaned by the Contractor at an additional cost to the Client. This work will be invoiced at an hourly rate plus debris hauling and waste removal fees.

C. Quoted Price: The quoted contract price within this contract shall be valid for a period of thirty (30) days from the date submittal.

D. Cancellation: This contract may be cancelled by either party upon a thirty (30) day written notice. In the event the maintenance agreement is terminated by the Client within the first 12-months of the Smart Water Management Upgrade, a balance of five hundred dollars (\$500.00) will become due and payable to the Contractor. In the event of the maintenance termination, the property would retain the smart controller(s) and weather station(s) which will continue to function in the same intelligent way, yet no longer have the cloud-based software, data/reporting and remote connectivity capabilities.

E. Independent Contractor: It is the express intention of the parties that the Contractor is an independent contractor and is not an employee, agent, joint venture or partner of the Client. Nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor or for any other purpose. Contractor and its agents are not entitled to participate in any benefits that the Client provides for its employees. Contractor shall retain the right to contract for similar services to be performed for others while it is under contract with the Client. Because of the Contractor's independent contractor status, no tax withholding shall be made from the payments contemplated in this Agreement. Contractor is responsible for paying all state and federal taxes as required by

law.

F. Governing Law: This Agreement shall be governed by the laws of the State of Georgia without regard to conflict of laws principles.

G. Escalation Clause: Should material and/or fuel costs escalate fifteen percent (15%) above the current days price, the Contract reserves the right to pass the cost along to the Client.

IV. CONTRACT PRICING AND SIGNATURES:

Payments are to be made over 12 monthly installments.

CONTRACT SUMMARY

SERVICES	OCCURS	PRICE
Weekly Landscape Maintenance	44	\$68,168.76
Water Management Services	4	\$7,200.40
Turf / Plant Healthcare Application - FL	8	\$17,688.24
Soil Test	1	\$147.90
Spring Mulching	1	\$7,667.25
Fall Mulching	1	\$7,667.45
<hr/>		
	TOTAL	\$108,540.00

PAYMENT SCHEDULE

INVOICE MONTH	PRICE
January	\$9,045.00
February	\$9,045.00
March	\$9,045.00
April	\$9,045.00
May	\$9,045.00
June	\$9,045.00
July	\$9,045.00
August	\$9,045.00
September	\$9,045.00
October	\$9,045.00
November	\$9,045.00
December	\$9,045.00
TOTAL ANNUAL COST	
	\$108,540.00

Coastal Greenery, Inc.

**Heron Isles Community
Development District**

By



Vanneza Stubbs

By

Date 7/21/2022

Date

BILLING INFORMATION:

Name: _____

Title: _____

Email Address: _____

Phone #: _____

Billing Address: _____

All invoices are emailed unless specified



Relationships - the Roots of Our Business!

Client References

Apartments & Condominiums:

Name	Address	City	Contact
<i>Park Place Apartment Homes</i>	<i>11919 Colerain Rd.</i>	<i>St. Mary's, GA</i>	<i>Trisha North: 912-673-6001</i>
<i>Sandcastles at Amelia Island Condo Association</i>	<i>Amelia Island</i>	<i>Amelia Island, FL</i>	<i>Kari Gaddis: 912-556-2209</i>
<i>Village at Winding Road</i>	<i>301 Carnegie Dr.</i>	<i>St. Mary's, GA</i>	<i>Tara Friedman 912-510-0001</i>

Churches and Cemeteries:

Name	Address	City	Contact
<i>Allison Memorial Funeral Home</i>	<i>10141 Colerain Rd</i>	<i>St. Mary's, GA</i>	<i>Sloan Tindall: 912-729-5000</i>

Retirement Communities:

Name	Address	City	Contact
<i>Magnolia Manor</i>	<i>4695 Charlie Smith Sr. HWY</i>	<i>St. Mary's, GA</i>	<i>Lisa Battistelli: 912-673-7713</i>

Homeowners Associations:

Name	Address	City	Contact
<i>Brookshire Retreat</i>	<i>130 N Gross</i>	<i>Kingsland, GA</i>	<i>Victoria Pashcal: 912-673-0066</i>
<i>Lofton Pointe</i>	<i>Amelia Concourse</i>	<i>Yulee, FL</i>	<i>Alice Hubbard: 904-717-9223</i>
<i>Lumber Creek</i>	<i>77321 Lumber Creek Blvd</i>	<i>Yulee, FL</i>	<i>Alice Hubbard: 904-717-9223</i>
<i>Pine Bluff</i>	<i>Scrubby Bluff Road</i>	<i>Kingsland, GA</i>	<i>Melodye Pitts: 912-729-4336</i>
<i>Water's Edge</i>	<i>Water's Edge Drive</i>	<i>Kingsland, GA</i>	<i>Cindy Bowen: 912-729-3564</i>
<i>Winding River</i>	<i>102 Meandering Way</i>	<i>St. Mary's, GA</i>	<i>Heather Reitz: 912-673-8874</i>
<i>Northshore POA</i>	<i>Northshore Drive GA HWY 40</i>	<i>Kingsland, GA</i>	<i>Patrick Thompson 912-638-4590 x 3</i>
<i>NSB Kings Bay</i>	<i>1083 USS Andrew Jackson Bldg 180</i>	<i>Kings Bay, GA</i>	<i>Terri Woods 912-882-1211</i>



Relationships - the Roots of Our Business!

General Commercial:

Name	Address	City	Contact
<i>Readdick Construction</i>	<i>47 Readdick Road</i>	<i>Kingsland, GA</i>	<i>Trevor Readdick: 912-729-5555</i>
<i>Hodnett Cooper</i>	<i>2353 Village Dr</i>	<i>Kingsland, GA</i>	<i>Missy Neu: 912-269-0608</i>
<i>The Club at Osprey Cove</i>	<i>123 Osprey Drive</i>	<i>St. Mary's, GA</i>	<i>Miranda Newmans: 912-673-9931</i>
<i>Kingsbay Naval Submarine Base</i>	<i>1083 USS Andrew Jackson Bldg 180</i>	<i>Kingsbay, GA</i>	<i>Terri Woods 912-882-1211</i>

Medical:

Name	Address	City	Contact
<i>Southeast Georgia Health System</i>	<i>2000 Dan Proctor Drive</i>	<i>St. Mary's, GA</i>	<i>Craig Stuckless: 912-466-3299</i>

Educational Institutions:

Name	Address	City	Contact
<i>College of Coastal Georgia</i>	<i>8001 Lakes Blvd.</i>	<i>Kingsland, GA</i>	<i>Paul Melchor: 912-279-5833</i>
<i>Coastal Pines</i>	<i>100 Keith Dixon Way</i>	<i>Kingsland, GA</i>	<i>Chad Boyett: 912-288-7737</i>

Updated: 7/25/2022

Coastal Greenery
Pond Mowing Option
Reduce mowing to
bi-weekly service.

Pricing follows this
page



Heron Isles Community Development District

Maintenance Proposal

Thank you for your interest in Coastal Greenery, Inc. Over the past 28 years, we have been privileged to be a part of many clients' mission to fulfill their individual landscape needs. With this being said, I want you to feel confident in your decision to allow our team to serve you in this venture. The Coastal Greenery Team possesses the education, training, and hands-on experience to manage your landscape with each service we offer. Our team strongly believes that communicating with the client and educating the client are the keys to a great working relationship. We want you to feel confident that our team's number 1 goal is to provide you with the finest landscape services possible while working in the safest manner possible. We are looking forward to building a lasting relationship with you as well as meeting all of your landscape needs.

-Jeffrey Johns

Landscape Maintenance Agreement

THIS AGREEMENT is made this day 8/16/2022 12:00:00 AM , by and between:

Heron Isles Community Development District

Heron Isles Pkwy

Yulee , Florida 32097

(hereinafter referred to as "the Client")

and

Coastal Greenery, Inc.

(hereinafter referred to as "the Contractor")

NOW, IN CONSIDERATION of the mutual promises contained in this agreement, the parties agree as follows: The term of this agreement shall commence on October 1, 2022 and shall continue until September 30, 2025 unless sooner terminated by either party with 30 days written notice. Written notice of termination shall be addressed as follows:

Coastal Greenery Inc.
1242 Old Jesup Road
Brunswick, Georgia 31520

Weekly Landscape Maintenance

Mowing, Edging and Trimming: All turf areas shall be mowed during the growing season not to exceed the specified number of visits per year. During the dormant season, mowing will be done as needed. Clippings will be left on the lawn with no visible clumps remaining on the surface 24 hours after mowing. All hardscape areas (sidewalks, fences, driveways, parking areas) and softscape areas (tree rings, plant beds) will be edged with a steel blade edger, monofilament line trimmers and/or chemicals twice per month during the growing season. Grass clippings will be blown from sidewalks, curbs, and roadways after mowing and/or trimming. In periods of drought stress or dormancy, mowing, edging, and weedeating may be suspended. Lake Banks will be mowed 26 times per year.

Pruning (Growing Season): Plants and shrubs will be pruned during the growing season as intended to remove new growth only and to maintain the intended shape of the plant. Pruning is done by hand snips or powered shears. Tree pruning will be done once per year and is limited to branches below Seven (7) feet height. Additional fees will apply to pruning of trees over Seven (7) feet height. For safety, no trees will be pruned in or under utility lines. Branches will be pruned just outside the branch collar. Pruning paint will not be applied. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.

Pruning (Dormant Season): Pruning during the dormant season is intended to reshape, thin or invigorate plant material. Evergreen hedges, hollies, roses, etc. will be hard pruned as needed. Crape Myrtles, if needed, will be pruned by only removing cross branches and seed heads. Perennials will be cut back to promote spring growth. No guarantee that perennials will flush. Ornamental grasses such as Miscanthus, Muhly, and Pampas grass will be cut back to promote new growth. This type of pruning will be done January- March.

Weed Control: Weeds will be treated with post-emergent applications of herbicides in all plant beds or mulched areas using a target spray technique and/ or hand pulling. Weeds in hard surfaces (paved) areas will be controlled with line string trimmers or chemical treatments.

Blowing: Blowers are used to clean hard and soft surfaces of particle debris. Any debris that will not be absorbed will be picked up.

Spring Leaf Removal: Leaves on lawn areas, in shrubs, groundcovers and along curb lines will be picked up. During leaf drop all surfaces will be cleaned. Disposal of debris and leaves will conform to the client's desire. No on-site disposal will be done without prior approval.

Water Management Services

Weathermatic SmartLink Water Management System: Coastal Greenery Inc. will install a Weathermatic SmartLink water and site management systems irrigation controller and weather sensor. This system will become property of the client. Included in the Weathermatic SmartLink Controller is a Total Equipment Protection Warranty which is an all-inclusive warranty that includes protection against lightening, theft or physical damage and provides a fixed cost of ownership. This warranty is valid as long as the client is a customer of Coastal Greenery Inc.

24 Hour System Management - Coastal Greenery Inc. will install a cellular Air Card and will

monitor on a 24-hour basis and will contact the Client and/or Client Agent if there are any issues with water allocation. Coastal Greenery Inc. will program the system in a manner that promotes efficient use of water and healthy plant growth. Coastal Greenery Inc. retains ownership of the cellular communication equipment (Air Card).

Quarterly Inspections- Coastal Greenery Inc. will check the client's water system, quarterly using a SmartLink mobile inspection app. Every valve is opened, and the system is inspected thoroughly. At this time, Coastal Greenery Inc. will reset zone times according to seasonal changes. Coastal Greenery Inc. will provide the Client with photos documenting any major repair items needed and will note and report to client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

Annually - Coastal Greenery Inc. will recalibrate each zone following Cooperative Extension Service recommendations.

Repairs or system service beyond the above scope will require a charge at an hourly rate per man plus materials. The client or client's agent will be notified, and approval given before repairs beyond the above scope are made. The Client understands that for Coastal Greenery Inc. to perform routine maintenance and repairs to the water system, it may be necessary to operate the system during Coastal Greenery Inc.'s regular business hours. It is further acknowledged by Client that this is also the case when certain fertilizers and chemicals are applied. Coastal Greenery Inc. shall not be held liable for cleaning vehicles or any other items that get wet during operation of the irrigation system.

Turf / Plant Healthcare Application - FL

Our Plant/Turf Healthcare plan includes (8) visits during an annual year while using the best Horticulture techniques available. Our plan includes turf fertilizations, insecticides, herbicides and micro nutrients following Best Methods for Integrated Pest Management (IPM). Applications will be granulated and liquid products.

Soil Test

In the month of December a soil test will be completed on your landscape. The soil will be sent to a certified lab to analyze proper fertilization and pest requirements for your landscape in the upcoming season. A copy of the results will be provided.

Spring Mulching

All mulched areas shall be replenished with Wood Mulch at a depth not to exceed two (2) inches. Spring mulch will be installed during the months of February/March/April. Excess old mulch will not be removed. If this is needed, additional fees may result.

Agreement Terms and Conditions

I. CONTRACTOR'S RESPONSIBILITY:

A. Performance: The Contractor shall be responsible for the performance of all work contracted for in accordance with the "Scope of Work" but shall not be responsible for any condition caused by an act of God i.e. tropical storms, hurricanes, or any unforeseen intervening factor which may arise during the term of this contract, or subsequent time thereafter. In the event that weather prevents work from being performed on any day or date agreed to in this contract, the Contractor will strive to perform the work as soon thereafter as the Contractor is reasonably able to perform.

The Contractor reserves the right to amend the contract when the Scope of Work is affected by changes to any local, state, and/or federal law, regulation or ordinance that goes into effect after the contract is signed.

The Contractor shall amend the contract, in writing, when any additions or deletions occur to the landscape and /or irrigation system within the Scope Of Work set forth within this contract. The Contractor will obtain written or verbal permission before performing any additional work outside the Scope of Work and the contractor will invoice the Client accordingly.

The Contractor will schedule the Scope of Work according to the requirements of the Client and will in no way interfere with the normal routine of the Clients tenants, visitors, and/or employees.

B. Workforce: The Contractor shall assign a trained workforce with experience in the Scope of Work being provided. The workforce will be presentable and identifiable at all times. The workforce shall be competent, qualified, drug-free, and U.S. citizens or legally authorized to work in the United States. The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

C. Materials: All materials shall conform the bid specifications. The contractor will meet and comply with all agricultural licensing and reporting requirements. The contractor shall pay all sales taxes on materials where applicable.

D. Licenses and Permits: The Contractor will maintain the State of Georgia Level 1A Soil and Erosion License and the State of Georgia Category 24 Ornamental & Turf Pest Control License as required by law, and state certification in CPR & First Aid from the American Red Cross. Furthermore, the Contractor will comply with all other licenses and permits required by county, state and federal governments whereas the Scope of Work necessitates.

E. Insurances: The Contractor will maintain \$2,000,000 General Liability Insurance and Full Workers Compensation Insurance on all workforce and any other insurance at the discretion of the Contractor or required by law. Additionally, the Contractor will require the

same of any sub-contractor and will provide certificates of insurance upon Client request.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the contractor, its agents, contractors, or employees, including but not limited to: death or decline of plant material due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, irrigation restrictions imposed by local water management authorities or civil authorities or lack of irrigation and/or coverage; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. Notwithstanding anything to the contrary herein, Contractor shall at all times be liable for the negligence and willful misconduct of its agents, employees, representatives, and contractors.

G. Underground Utilities: The Contractor will notify the appropriate Utilities Protection Agency prior to any installation project for the purpose of marking underground public utilities. Every effort will be made to avoid damaging any underground utilities. The Contractor will not be held liable for damage to telephone, electric, gas or water lines if they are not located where marked. Furthermore, the Contractor will not be held liable for damage to invisible fencing, irrigation systems, cable, phone, or private utilities such as, but not limited to, lamppost and outdoor lighting lines if these are not properly marked. Fees to repair any damage will be the responsibility of the Client. Non-public utility lines may be marked by the contractor who installed them.

H. Invoicing: The Contractor will submit monthly invoices for work performed within the Scope of Work included in this contract. All work will be invoiced on a per contract basis and are due Thirty (30) days from the date of the invoice.

Any services performed outside the Scope of Work specified in this contract will be approved, completed, and invoiced separately. All additional work performed will be invoiced and due on receipt of the invoice.

II. CLIENT'S RESPONSIBILITY:

A. Utility Usage: The Client shall allow the Contractor, its agents and employees, the usage of the utilities on site if needed. Utilities used but not limited to: water and electricity.

B. Payment: Client will be invoiced every month, for the month's service and the invoice is due Thirty (30) days from the date on the invoice. Any additional services outside of this agreement, approved by the Client, will be billed separately. This payment plan is considered to be a "Balanced Billing Plan" and doesn't necessarily reflect the amount of work performed during the month that it was invoiced. Should a cancellation of this agreement occur, a reconciliation of services rendered shall be provided to the Client and any services rendered and not paid shall be paid in full to the Contractor within Thirty (30)

days of the cancellation date.

The Client is considered delinquent if the payment has not reached the Contractor's office by the due date on the invoice. If an invoice becomes forty-five (45) days past due, the Contractor reserves the right to suspend services immediately by giving written notice of action for nonpayment. After sixty-five (65) days past due, the Contractor will proceed with legal action deemed necessary to collect the balance due on the Client's account. The Client will then be responsible for the balance on the account plus all expenses associated with collections, but not limited to court filings and attorney fees.

C. Corrections: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the Scope of Work contained in this contract. The Contractor may provide compensation at its discretion if defects are not correctable to the satisfaction of the Client.

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Soil Test	1	\$147.89
Spring Mulching	1	\$7,667.03
<hr/>		
	TOTAL	\$96,060.00

PAYMENT SCHEDULE

INVOICE MONTH	PRICE
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November	\$8,005.00
December	\$8,005.00
January	\$8,005.00
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April	\$8,005.00
May	\$8,005.00
June	\$8,005.00
July	\$8,005.00
August	\$8,005.00
September	\$8,005.00
TOTAL ANNUAL COST	
	\$96,060.00

Coastal Greenery, Inc.

**Heron Isles Community
Development District**

By 
Vanneza Stubbs

By _____

Date 7/25/2022

Date _____

BILLING INFORMATION:

Name: _____

Title: _____

Email Address: _____

Phone #: _____

Billing Address: _____

All invoices are emailed unless specified

C.



Landscape Maintenance Services Proposal
prepared for

HERON ISLES CDD

July 13, 2022



Cheryl Graham
District Manager
Riverside Management Services

Cheryl Graham
District Manager

Riverside Management Services

9655 Florida Mining Blvd W
Jacksonville, Florida 32257

Re: Landscape Maintenance Services Proposal for **Riverside Management Services on behalf of Heron Isles CDD**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Heron Isles CDD**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Summary of Observations:** This section documents the current condition of your landscape, identifying issues we've observed and areas where we see opportunities for improvement.
- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Brad Poor, Business Development Manager
Yellowstone Landscape

bpoor@yellowstonelandscape.com
9047607860

CURRENT OBSERVATIONS

This section includes photos taken during our initial observations of your property's landscape. They represent some of the areas and issues that would be an immediate focus for our service teams as a part of our Startup Plan.



MEDIAN ISLANDS

Heavy weed pressure present in median islands down the main road should be hand pulled and chemically treated.



FOCAL AREAS

Heavy weed pressure in focal areas throughout the community should be hand pulled and chemically treated. If weeds have overtaken plant material and/ because plant material has declined passed the point of reclamation, complete tear out and replacement options should be presented to board.



TREES

Trees should be elevated to contracted heights over roadways and pedestrian walkways.



TURF

Severely declined areas of turf should be replaced after pest activity and irrigation is checked/treated. Weeds in turf present throughout community need to be treated.



TREES

Other trees need to be looked at by arborist to detect any issues that are present and a plan to treat or replace should be brought to the boards attention.



SIGNAGE

Options for bringing 'curb appeal' to signs should be suggested. We can provide renderings and proposals for this if requested.



The International Society of Arboriculture

Hereby Announces That

Garner Cox

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

14 March 2020

Issue Date

30 June 2023

Expiration Date

UT-4642A

Certification Number





GV401624-1

Certificate #

GV401624

Trainee ID #

UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Bradley S. Poor

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

D. Rainey

Instructor

3/6/2017

Date of Class

DE Program Administrator

Not valid without seal



The Florida Nursery, Growers & Landscape Association
Confers on

Kyle Stoudenmire
H12196

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 06/30/2025
Certified Since: 6/19/2019

Martin Hackney, FNGLA President

Merry Mott, FNGLA Certification Director

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

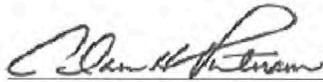
Number: JF279914

KYLE JORDAN STOUDENMIRE

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

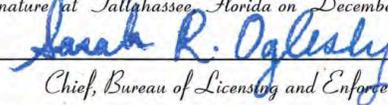
Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.



Adam H. Putnam
Commissioner of Agriculture

In Testimony Whereof, Witness this signature at Tallahassee, Florida on December 18, 2018



Chief, Bureau of Licensing and Enforcement

FDACS 13618.06/01



The International Society of Arboriculture

Hereby Announces That

Garner Cox

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

25 March 2022

25 March 2027

Issue Date

Expiration Date

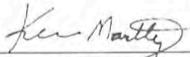


INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Kyle Jordan Stoudenmire

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®




Kevin Martlage
Director of Credentialing
International Society of Arboriculture


Caitlyn Pollihan
Executive Director
International Society of Arboriculture

FL-9365A
Certification Number

5 May 2018
Certified Since

30 Jun 2021
Expiration Date






GV18093-1
Certificate #
GV18093
Trainee ID #

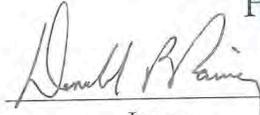
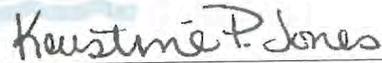
Certificate of Training
Best Management Practices
Florida Green Industries


UNIVERSITY of
FLORIDA
IFAS Extension

The undersigned hereby acknowledges that

Kyle J. Stoudenmire

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

 _____ Issuer	J. Zemball _____ Instructor	4/26/2012 _____ Date of Class	 _____ DEP Program Administrator
--------------------------------------------------------------------------------------------------------	------------------------------------------	--------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------

Not valid without seal



CERTIFICATE OF LIABILITY INSURANCE

4/1/2023

DATE (MM/DD/YYYY)

7/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B : ACE Property & Casualty Insurance Co	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110														

COVERAGES Main NI COI's **CERTIFICATE NUMBER:** 18692274 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide & Herbicide <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG OTHER:	N	N	GL6676218	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOOG72569647	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4066360	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: Yellowstone Landscape, Inc

CERTIFICATE HOLDER

18692274
 Evidence of Coverage

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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YOUR TEAM



Your local Yellowstone Landscape team is dedicated to serving all your landscape needs. We're proud to serve properties across the area, because we're invested in making our community a better place. Here is a brief summary of the experience that selected members of our local leadership team bring to your property.

Team Member: Cheyne Solesbee
Years in the Industry: 17
Position: Branch Manager
Education: Texas A&M—Agronomy and Turfgrass Management
Certifications: Florida Best Management Practices



Team Member: Garrett Cannady
Years in the Industry: 10
Position: Operations Manager
Phone: Georgia—BS, Turfgrass Management
Experience: PGA Tour
TPC Sawgrass



Team Member: Brad Poor
Years in the Industry: 11
Position: Business Development Manager
Education: Florida - BS, Food and Resource Economics
Certifications: UF Best Management Practices
Limited Commercial Fertilizer





YOUR TEAM

Team Member: Kyle Stoudenmire

Years in the Industry: 15

Position: Regional Business Development Manager

Education: Auburn - BS, Landscape Horticulture

Certifications: FL Irrigation Contractor's License - ISA Certified Arborist - Certified Pesticide Operator - UF Best Management Practices - FNGLA Certified Horticultural Professional - OSHA-10 Certified



Team Member: Kyle Davis

Years in the Industry: 17

Position: Chemical/Fertilization Manager

Certifications: Certified Pest Control Operator
UF Best Management Practices



Team Member: Garner Cox

Years in the Industry: 10

Position: Arbor Business Development Manager

Certifications: ISA Certified Arborist - ISA Tree Risk Assessment Qualification

Not Yet Pictured

Team Member: Jack Thompson

Years in the Industry: 29

Position: Irrigation Manager

Certifications: Hunter/Rain Bird Certified
FL Irrigation Society - Irrigation Site Manager



OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS

- Meet with Operations Manager and/or Member of Board to review 30 – 60 – 90 Day Plan
- Discuss with Property Manager our “Approach to Services” and “Service Map”
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Spot treat weeds in turf areas to be reclaimed
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs throughout the property
- Begin insect and disease program on all plant material
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

DAYS 30-60

- Walk property with Property Manager and/or Member of Board to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, blowing and edging
- Continue bed separation in all planting beds
- Retreat turf weeds
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas



DAYS 60-90

- Walk property with Property Manager and/or Member of Board to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance – mowing, blowing and edging



SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



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@rmsnf.com

Dear CONTRACTOR:

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

- Landscaping services for common areas ad pond banks
- Irrigation maintenance services
- Fertilization, weed control and insect control services

Bid Specifications:

The following landscape maintenance services are specified below. Locations are identified on the attached map.

Drawings (Plats will be provided upon request):

Map of the community are included in this packet.

Contractor Requirements:

In order to submit a proposal, each Proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. **This is an informal bid. No protest rights or other procurement rights will be afforded to any Proposer.**

Services to be included in Bid:

1. Mowing

The mowing of all turf areas of the common property no less than once every seven days in the heavy growth season; April 1st thru October 31st. Lake perimeters & banks to the water's edge are to be included in this schedule. Mowing in the "off peak season" from November 1st through March 31st will be completed every other week. Total mowing per year should be 42 depending on weather conditions. Mowing height will be no less than 3 inches and no more than 4 inches for all St. Augustine or Bahia grass.

Common areas:

1. Phase 1 begins at Starfish Lane and Chester Road - Sidewalk adjacent to Chester Road to the perimeter fence. This requires edging and mowing.
2. Phase 3 begins at Breezeway Court and Chester Road - north of Heron Isles Parkway -Sidewalk adjacent to Chester Road to the perimeter fence. This requires edging and mowing.
3. Heron Isles Parkway, including medians –
 - South side of Heron Isles Parkway from Chester Road to Blackrock Parkway, EXCEPT for the area of the Blackrock Park Community, from their fence line to the east end of the pond along Heron Isles Parkway.
 - North side of the Parkway from Chester Road to the preserve on the north side just east of the round-a-bout, both parks and playgrounds on Heron Isles Parkway to the preserve, around restroom facility and where homes begin, from the curb to the fence.

4. Entry of each section of the community identified as: Starfish Lane, Coral Reef Road, Commodore Point Drive, Albatross Drive, Graylon Drive (North and South sides), Swallowtail Drive and Breezeway Court.
5. Graylon Drive at round-a-bout – from street side of owners’ vinyl fence to the curb
6. Round-a-bout on Heron Isles Parkway
7. Entire corner lot between Heron Isles Parkway and Swallowtail Drive (mailbox kiosk located on lot)
8. Two (2) common areas on Coral Reef Road - one (1) on each side of the road) where the wetlands cross under the roadway. There is a sidewalk along both sides of Coral Reef Road. This is located just south of Tidal Bay Drive and just north of the corner of Starfish Drive and Coral Reef Road. The turf area is to be mowed, the sidewalk and curb area is to be edged. Shrubs and tree limbs from the wetlands should not be lower than 6’ and the grass should be trimmed to create a groomed line along the wetlands.
9. Four (4) common areas on Commodore Point Drive - two (2) on each side of roadway where the wetlands cross under the roadway. There is a sidewalk along both sides of Commodore Point Drive. The turf area is to be mowed, the sidewalk and curb area is to be edged. Shrubs and tree limbs from the wetlands should not be lower than 6’ and the grass should be trimmed to create a groomed line along the wetlands. Please cut back any overgrowth around the JEA lift station.
10. One (1) open area on Commodore Pointe which includes Tract “Y” between lots 177 & 178
11. Two (2) recreational areas including area around parking lot located 96139 Heron Isles Parkway
12. There are 22 retention ponds. Mowing of all pond banks to the water’s edge as depicted in the attached map. This will include mowing of 10’ of turf at the top of the bank as well.

*** It is preferred for mowing to take place on Wednesday or Thursday to maintain a crisp clean appearance for the weekend. Work not completed on the scheduled day should be complete the following**

2. Edging

The edging of all common area walkways and other paved areas no less than once every seven days in the heavy growth season, April 1st through October 31st and as needed during the period of November 1st through March 31st. (The common areas are listed above in section 1)

The edging of all plant bed areas twice per month from April 1st through October 31st and as needed during the period of November 1st through March 31st.

3. Weeding

- All landscape beds should be properly mulched (2.5-3” thick) and should be kept reasonably free of weeds with respect to the site conditions and time of year.
- There are two 8’ x 8’ areas where the irrigation wells are located. These areas are fenced and need to be treated periodically to eliminate weeds. One (1) is located by the restroom facility and one (1) is located between the secondary playground and the JEA Lift Station on Heron Isles Parkway.

4. Trimming

The trimming and hard edging of grass areas inaccessible to mowing equipment will be done no less than once every seven days from April 1st through October 31st and as needed from November 1st through March 31st.

5. Plants, Shrubs

The shearing of shrubs and plants will be done on an as needed basis to maintain a crisp appearance and to conform to the landscape design specified by the District. With the exception for desired hedges, all pruning and trimming of plants will be done so that the natural shapes are retained. Shrubs, limbs and/or vines are to be trimmed to prevent them interfering with the view of OR from attachment to the community signs, fence columns and fencing in the community.

6. Blowing

The clearing or blowing of all walkways, roadways, recreational areas including the parking area and any other paved area that may become littered during the maintenance process will be done with every service.

7. Trash Removal

All debris and/or litter shall be removed from turf areas, shrub beds, drainage ditch and ponds with each visit to the property.

8. Monthly Irrigation System Checks

A complete system run-through and visual inspection of all spray heads, nozzles, drip lines, gear-driven heads, etc. shall be performed monthly to ensure a functional irrigation system to avoid any dry and problem areas. A written report generated is to be sent to the Operations Manager on a **monthly** basis. All broken or otherwise inoperable gear-driven rotors, nozzles, spray heads and etc. shall be replaced at the time of inspection and the Operations Manager is to be informed of the repairs. During such inspection, all spray devices should be checked to ensure they are aimed away from the exterior surfaces of all buildings, fencing, and other solid structures and from any street, sidewalk, jogging path or other pedestrian or vehicular traffic areas. All broken or otherwise inoperable piping shall be repaired upon inspection and the Operations Manager informed of the repairs. **Sprinkler system repairs totaling over \$100.00 must be approved prior to completing. For an expedited response, send a text the Operations Manager.**

All necessary parts and materials shall be billed separately to the Heron Isles CDD with a specific description of location and source of damage, i.e., general maintenance, vehicle or vandalism. All broken irrigation heads with markings and/or cuts indicative of mower damage shall be repaired at no charge for materials or labor.

9. Fertilization

Fertilization of turf and ornamental shrubs, trees, palms, ground covers shall be undertaken on a program customized for Heron Isles Community Development District. Note: A minimum of 6 applications on St. Augustine or Bahia turf and three (3) applications of custom blended granular fertilizer on shrubs and trees is required. Fertilizer should be swept off of walks and drives into lawns or beds. When required after fertilization, the contractor will apply irrigation.

(Customized program for fertilization should be included with the proposal)

10. Pest Control- including Ant Beds

The contractor will inspect lawn areas, ornamental shrubs, trees, palms and ground covers at least monthly for indications of pest problems and provide a monthly written report to the Operations Manager on the problems and treatment. Upon confirmation of a specific problem requiring treatment, the contractor will apply pesticides as needed and only in affected spots, and whenever possible using the least toxic, effective pesticide. Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides in Florida.

*** If this service is being subcontracted out, the contractor is required to notify the Operations Manager with the subcontractor's information along with schedule for service.**

(Pest control application schedule should be submitted along with the proposal)

11. Trees

To be cleared of sprouts or moss from trunk one (1) time per year. "Lifting" of limbs up to 10 feet above the ground included. Contractor will maintain staking and guying of new trees and established trees as needed.

NOTES:

1. Work must be done between 8:00 am and 5:00 pm Monday through Friday. No weekend work will be permitted, without approval. Work not completed on the scheduled day must be completed by the following afternoon. Weather permitting.
2. Appearance of all workers should be professional.
3. Work vehicles are permitted to park in the parking lot or along the curb with orange safety cones in place. Parking of work vehicles is NOT allowed on any vacant lots within the community.

Additional Bid Requests:

- **Annuals**

The installation of 25 fresh annuals installed 3 times per year at main playground.

Note: The 25 plants will be distributed in common area locations located at the Recreational Playground

- **Mulching and Pine Straw**
 1. The application of mini pine bark nuggets in the landscape beds at the recreational playground and parking area, at a minimum depth of 3 inches two (2) times per year.
 2. The application of mini pine bark nuggets in the landscape beds in the median along Heron Isles Pkwy. at a minimum depth of 3 inches two (2) times per year.
 3. The application of mulch under the shrubbery in landscape beds along Heron Isles Parkway at a minimum depth of 3 inches two (2) times per year. Mulch would not be placed under Viburnum shrubs next to the fence. Only open areas under tree clusters and landscape area by community signs on each corner.

- **Flowers/Shrubs on Heron Isles Parkway**
 1. The cost to replace flowers or shrubbery in landscape beds in median on Heron Isles Parkway
 2. The cost to replace plant material in landscape bed at mailbox kiosk.

Bid Packages Must Include the Following Documents:

1. Complete Recommendations and Maintenance Proposal
2. Copy of all Licenses
3. Certificates of Insurance:
 - Liability
 - Worker’s Comp
 - Vehicle

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

Closing Date – July 22, 2022 at 5:00 p.m.

Should you have any questions, please call Cheryl Graham at 904-813-4393.

Email your proposal to Heron Isles CDD c/o Cheryl Graham of Riverside Management Services at cgraham@rmsnf.com.

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



POA PROJECT NAME:

Queen's Harbour
238 Queens Harbor Blvd,
Jacksonville, FL 32225

CLIENT CONTACT:

Bethanne Ridikas
Regional Property
Manager

P: (904) 238-7636

SERVICES PROVIDED:

Landscape/Irrigation
Maintenance, Landscape
Design, Landscape
Enhancement



HOA PROJECT NAME:

Julington Lakes
770 Julington Lakes Dr,
Saint Johns, FL, 32259

CLIENT CONTACT:

Laurie Larson
Landscape Committee
Chair

P: (262) 745-3893

SERVICES PROVIDED:

Landscape/Irrigation
Maintenance, Landscape
Design, Landscape
Enhancement

Jack Gudat

Board Member

P: (571) 233-7932



CDD PROJECT NAME:

**Meadowview at Twin
Creeks CDD (Beacon
Lake)**
850 Beacon Lake
Parkway, St. Augustine,
FL 32095

CLIENT CONTACT:

Chris Hall
Operations
Manager(Riverside
Management)

P: (904) 669-2685

SERVICES PROVIDED:

Landscape/Irrigation
Maintenance, Landscape
Design, Landscape
Enhancement

Danielle Simpson

Manager of Operations
Beacon Lake(BBX
Capital)

(602) 373-7227

EXHIBIT "B"
PERFORMANCE STANDARDS

HERON ISLES CDD

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE		VISITS
Mowing		42
Detailing		21
IPM - Fertilization & Pest Control	Turf - 6 blanket and spot treatments as needed Shrubs - 2 blanket and spot treatments as needed	
Irrigation Inspections		12
Mulch		As requested
Annual Flowers		3 - As requested

PRICING SPECIFICATIONS

Services	Annual Price	Monthly Price	Unit Price
Landscaping Maintenance (Items 1-7 & 11)	\$120,396.00	\$10,033.00	
Irrigation (Item 8)	\$5,850.00	\$487.50	
Fertilization and Pest Control (Items 9-10)	\$18,750.00	\$1,562.50	
Total Contracted Price:	\$144,996.00	\$12,083.00	
Annuals Installation (per rotation)	\$56.25 (25 per rotation) \$168.75 (3 Rotations)	\$4.69 \$14.06	\$2.25 per annual installed
Pine Straw or Mulch Replacement "Mini Pine Bark Nuggets" (per application)	Park - \$267.50 Medians - \$642.00 Roadway - \$2,514.50	\$22.29 \$53.50 \$209.54	\$53.50 per yard installed

CLIENT NAME:	Riverside Management Services
BILLING ADDRESS:	9655 Florida Mining Blvd W Jacksonville, Florida 32257
PROPERTY CONTACT:	Cheryl Graham
PROPERTY CONTACT EMAIL:	cgraham@rmsnf.com
PROPERTY CONTACT PHONE:	904-813-4393
CONTRACT EFFECTIVE DATE:	TBD
CONTRACT EXPIRATION DATE:	TBD
INITIAL TERM:	One Year
PROPERTY NAME:	Heron Isles CDD
PROPERTY ADDRESS:	Heron Isle Parkway, Yulee, FL 32097
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	bpoor@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	9047607860
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape annually, in equal monthly installments billed in the amount of upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Riverside Management Services



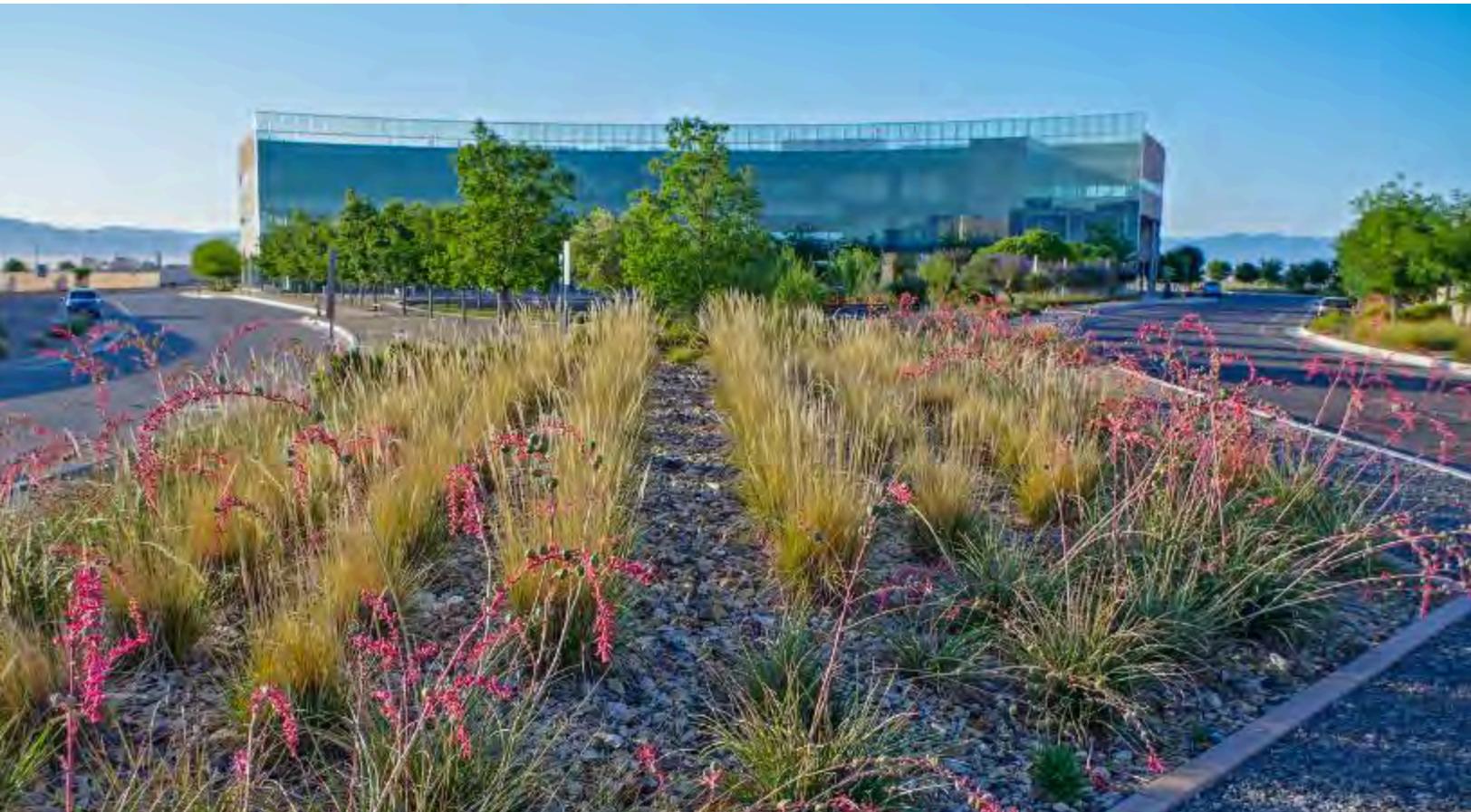
 SIGNATURE
Cheryl Graham

Printed Name: Christopher Adornetti, Officer

Date: Not yet accepted

Printed Name: Cheryl Graham

Date: Not yet accepted



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination with or without Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination with or without Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

Yellowstone Landscape
Pond Mowing Option
Reduce mowing to
bi-weekly service.

Pricing follows this
page



Landscape Maintenance Services Proposal
prepared for

HERON ISLES CDD



Cheryl Graham
District Manager
Riverside Management Services

August 02, 2022

Cheryl Graham
District Manager

Riverside Management Services

9655 Florida Mining Blvd W
Jacksonville, Florida 32257

Re: Landscape Maintenance Services Proposal for **Riverside Management Services on behalf of Heron Isles CDD**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Heron Isles CDD**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Summary of Observations:** This section documents the current condition of your landscape, identifying issues we've observed and areas where we see opportunities for improvement.
- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Brad Poor, Business Development Manager
Yellowstone Landscape

bpoor@yellowstonelandscape.com
9047607860

CURRENT OBSERVATIONS

This section includes photos taken during our initial observations of your property's landscape. They represent some of the areas and issues that would be an immediate focus for our service teams as a part of our Startup Plan.



MEDIAN ISLANDS

Heavy weed pressure present in median islands down the main road should be hand pulled and chemically treated.



FOCAL AREAS

Heavy weed pressure in focal areas throughout the community should be hand pulled and chemically treated. If weeds have overtaken plant material and/ because plant material has declined passed the point of reclamation, complete tear out and replacement options should be presented to board.



TREES

Trees should be elevated to contracted heights over roadways and pedestrian walkways.



TURF

Severely declined areas of turf should be replaced after pest activity and irrigation is checked/treated. Weeds in turf present throughout community need to be treated.



TREES

Other trees need to be looked at by arborist to detect any issues that are present and a plan to treat or replace should be brought to the boards attention.



SIGNAGE

Options for bringing 'curb appeal' to signs should be suggested. We can provide renderings and proposals for this if requested.



The International Society of Arboriculture

Hereby Announces That

Garner Cox

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

14 March 2020

Issue Date

30 June 2023

Expiration Date

UT-4642A

Certification Number





GV401624-1

Certificate #

GV401624

Trainee ID #

UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Bradley S. Poor

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

D. Rainey

Instructor

3/6/2017

Date of Class

DE Program Administrator

Not valid without seal



The Florida Nursery, Growers & Landscape Association
Confers on

Kyle Stoudenmire
H12196

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 06/30/2025
Certified Since: 6/19/2019

Martin Hackney, FNGLA President

Merry Mott, FNGLA Certification Director

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

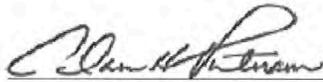
Number: JF279914

KYLE JORDAN STOUDENMIRE

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

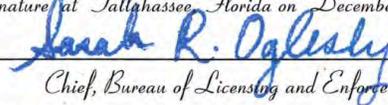
Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.



Adam H. Putnam
Commissioner of Agriculture

In Testimony Whereof, Witness this signature at Tallahassee, Florida on December 18, 2018



Chief, Bureau of Licensing and Enforcement

FDACS 13618.06/01



The International Society of Arboriculture

Hereby Announces That

Garner Cox

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

25 March 2022

25 March 2027

Issue Date

Expiration Date

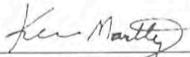


INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Kyle Jordan Stoudenmire

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®




Kevin Martlage
Director of Credentialing
International Society of Arboriculture


Caitlyn Pollihan
Executive Director
International Society of Arboriculture

FL-9365A
Certification Number

5 May 2018
Certified Since

30 Jun 2021
Expiration Date






GV18093-1
Certificate #
GV18093
Trainee ID #

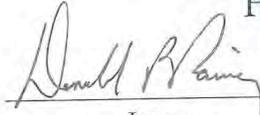
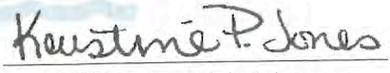
UF UNIVERSITY of FLORIDA
IFAS Extension

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Kyle J. Stoudenmire

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

 _____ Issuer	<u>J. Zemball</u> Instructor	<u>4/26/2012</u> Date of Class	 _____ DEP Program Administrator
--------------------------------------------------------------------------------------------------------	---------------------------------	-----------------------------------	-----------------------------------------------------------------------------------------------------------------------------

Not valid without seal



CERTIFICATE OF LIABILITY INSURANCE

4/1/2023

DATE (MM/DD/YYYY)

7/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B : ACE Property & Casualty Insurance Co	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110														

COVERAGES Main NI COI's **CERTIFICATE NUMBER:** 18692274 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide & Herbicide <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG OTHER:	N	N	GL6676218	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOOG72569647	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4066360	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$ 1,000,000 E L. DISEASE - EA EMPLOYEE \$ 1,000,000 E L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: Yellowstone Landscape, Inc

CERTIFICATE HOLDER

18692274
 Evidence of Coverage

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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YOUR TEAM



Your local Yellowstone Landscape team is dedicated to serving all your landscape needs. We're proud to serve properties across the area, because we're invested in making our community a better place. Here is a brief summary of the experience that selected members of our local leadership team bring to your property.

Team Member: Cheyne Solesbee
Years in the Industry: 17
Position: Branch Manager
Education: Texas A&M—Agronomy and Turfgrass Management
Certifications: Florida Best Management Practices



Team Member: Garrett Cannady
Years in the Industry: 10
Position: Operations Manager
Phone: Georgia—BS, Turfgrass Management
Experience: PGA Tour
TPC Sawgrass



Team Member: Brad Poor
Years in the Industry: 11
Position: Business Development Manager
Education: Florida - BS, Food and Resource Economics
Certifications: UF Best Management Practices
Limited Commercial Fertilizer





YOUR TEAM

Team Member: Kyle Stoudenmire

Years in the Industry: 15

Position: Regional Business Development Manager

Education: Auburn - BS, Landscape Horticulture

Certifications: FL Irrigation Contractor's License - ISA Certified Arborist - Certified Pesticide Operator - UF Best Management Practices - FNGLA Certified Horticultural Professional - OSHA-10 Certified



Team Member: Kyle Davis

Years in the Industry: 17

Position: Chemical/Fertilization Manager

Certifications: Certified Pest Control Operator
UF Best Management Practices



Team Member: Garner Cox

Years in the Industry: 10

Position: Arbor Business Development Manager

Certifications: ISA Certified Arborist - ISA Tree Risk Assessment Qualification

Not Yet Pictured

Team Member: Jack Thompson

Years in the Industry: 29

Position: Irrigation Manager

Certifications: Hunter/Rain Bird Certified
FL Irrigation Society - Irrigation Site Manager



OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS

- Meet with Operations Manager and/or Member of Board to review 30 – 60 – 90 Day Plan
- Discuss with Property Manager our “Approach to Services” and “Service Map”
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Spot treat weeds in turf areas to be reclaimed
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs throughout the property
- Begin insect and disease program on all plant material
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

DAYS 30-60

- Walk property with Property Manager and/or Member of Board to evaluate improvements
- Evaluate our “Approach to Services” and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, blowing and edging
- Continue bed separation in all planting beds
- Retreat turf weeds
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve “curb appeal” in high profile areas



DAYS 60-90

- Walk property with Property Manager and/or Member of Board to evaluate improvements

- Assess results from actions taken in 30 day and 60 day plans

- Continue irrigation maintenance/inspections

- Continue turf weed applications as needed

- Continue weed control applications throughout property

- Monitor and treat insect and disease problems in plant material throughout property

- Continue routine maintenance – mowing, blowing and edging



SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



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@rmsnf.com

Dear CONTRACTOR:

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

- Landscaping services for common areas ad pond banks
- Irrigation maintenance services
- Fertilization, weed control and insect control services

Bid Specifications:

The following landscape maintenance services are specified below. Locations are identified on the attached map.

Drawings (Plats will be provided upon request):

Map of the community are included in this packet.

Contractor Requirements:

In order to submit a proposal, each Proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. **This is an informal bid. No protest rights or other procurement rights will be afforded to any Proposer.**

Services to be included in Bid:

1. Mowing

The mowing of all turf areas of the common property no less than once every seven days in the heavy growth season; April 1st thru October 31st. Lake perimeters & banks to the water's edge are to be included in this schedule. Mowing in the "off peak season" from November 1st through March 31st will be completed every other week. Total mowing per year should be 42 depending on weather conditions. Mowing height will be no less than 3 inches and no more than 4 inches for all St. Augustine or Bahia grass.

Common areas:

1. Phase 1 begins at Starfish Lane and Chester Road - Sidewalk adjacent to Chester Road to the perimeter fence. This requires edging and mowing.
2. Phase 3 begins at Breezeway Court and Chester Road - north of Heron Isles Parkway -Sidewalk adjacent to Chester Road to the perimeter fence. This requires edging and mowing.
3. Heron Isles Parkway, including medians –
 - South side of Heron Isles Parkway from Chester Road to Blackrock Parkway, EXCEPT for the area of the Blackrock Park Community, from their fence line to the east end of the pond along Heron Isles Parkway.
 - North side of the Parkway from Chester Road to the preserve on the north side just east of the round-a-bout, both parks and playgrounds on Heron Isles Parkway to the preserve, around restroom facility and where homes begin, from the curb to the fence.

4. Entry of each section of the community identified as: Starfish Lane, Coral Reef Road, Commodore Point Drive, Albatross Drive, Graylon Drive (North and South sides), Swallowtail Drive and Breezeway Court.
5. Graylon Drive at round-a-bout – from street side of owners’ vinyl fence to the curb
6. Round-a-bout on Heron Isles Parkway
7. Entire corner lot between Heron Isles Parkway and Swallowtail Drive (mailbox kiosk located on lot)
8. Two (2) common areas on Coral Reef Road - one (1) on each side of the road) where the wetlands cross under the roadway. There is a sidewalk along both sides of Coral Reef Road. This is located just south of Tidal Bay Drive and just north of the corner of Starfish Drive and Coral Reef Road. The turf area is to be mowed, the sidewalk and curb area is to be edged. Shrubs and tree limbs from the wetlands should not be lower than 6’ and the grass should be trimmed to create a groomed line along the wetlands.
9. Four (4) common areas on Commodore Point Drive - two (2) on each side of roadway where the wetlands cross under the roadway. There is a sidewalk along both sides of Commodore Point Drive. The turf area is to be mowed, the sidewalk and curb area is to be edged. Shrubs and tree limbs from the wetlands should not be lower than 6’ and the grass should be trimmed to create a groomed line along the wetlands. Please cut back any overgrowth around the JEA lift station.
10. One (1) open area on Commodore Pointe which includes Tract “Y” between lots 177 & 178
11. Two (2) recreational areas including area around parking lot located 96139 Heron Isles Parkway
12. There are 22 retention ponds. Mowing of all pond banks to the water’s edge as depicted in the attached map. This will include mowing of 10’ of turf at the top of the bank as well.

*** It is preferred for mowing to take place on Wednesday or Thursday to maintain a crisp clean appearance for the weekend. Work not completed on the scheduled day should be complete the following**

2. Edging

The edging of all common area walkways and other paved areas no less than once every seven days in the heavy growth season, April 1st through October 31st and as needed during the period of November 1st through March 31st. (The common areas are listed above in section 1)

The edging of all plant bed areas twice per month from April 1st through October 31st and as needed during the period of November 1st through March 31st.

3. Weeding

- All landscape beds should be properly mulched (2.5-3” thick) and should be kept reasonably free of weeds with respect to the site conditions and time of year.
- There are two 8’ x 8’ areas where the irrigation wells are located. These areas are fenced and need to be treated periodically to eliminate weeds. One (1) is located by the restroom facility and one (1) is located between the secondary playground and the JEA Lift Station on Heron Isles Parkway.

4. Trimming

The trimming and hard edging of grass areas inaccessible to mowing equipment will be done no less than once every seven days from April 1st through October 31st and as needed from November 1st through March 31st.

5. Plants, Shrubs

The shearing of shrubs and plants will be done on an as needed basis to maintain a crisp appearance and to conform to the landscape design specified by the District. With the exception for desired hedges, all pruning and trimming of plants will be done so that the natural shapes are retained. Shrubs, limbs and/or vines are to be trimmed to prevent them interfering with the view of OR from attachment to the community signs, fence columns and fencing in the community.

6. Blowing

The clearing or blowing of all walkways, roadways, recreational areas including the parking area and any other paved area that may become littered during the maintenance process will be done with every service.

7. Trash Removal

All debris and/or litter shall be removed from turf areas, shrub beds, drainage ditch and ponds with each visit to the property.

8. Monthly Irrigation System Checks

A complete system run-through and visual inspection of all spray heads, nozzles, drip lines, gear-driven heads, etc. shall be performed monthly to ensure a functional irrigation system to avoid any dry and problem areas. A written report generated is to be sent to the Operations Manager on a **monthly** basis. All broken or otherwise inoperable gear-driven rotors, nozzles, spray heads and etc. shall be replaced at the time of inspection and the Operations Manager is to be informed of the repairs. During such inspection, all spray devices should be checked to ensure they are aimed away from the exterior surfaces of all buildings, fencing, and other solid structures and from any street, sidewalk, jogging path or other pedestrian or vehicular traffic areas. All broken or otherwise inoperable piping shall be repaired upon inspection and the Operations Manager informed of the repairs. **Sprinkler system repairs totaling over \$100.00 must be approved prior to completing. For an expedited response, send a text the Operations Manager.**

All necessary parts and materials shall be billed separately to the Heron Isles CDD with a specific description of location and source of damage, i.e., general maintenance, vehicle or vandalism. All broken irrigation heads with markings and/or cuts indicative of mower damage shall be repaired at no charge for materials or labor.

9. Fertilization

Fertilization of turf and ornamental shrubs, trees, palms, ground covers shall be undertaken on a program customized for Heron Isles Community Development District. Note: A minimum of 6 applications on St. Augustine or Bahia turf and three (3) applications of custom blended granular fertilizer on shrubs and trees is required. Fertilizer should be swept off of walks and drives into lawns or beds. When required after fertilization, the contractor will apply irrigation.

(Customized program for fertilization should be included with the proposal)

10. Pest Control- including Ant Beds

The contractor will inspect lawn areas, ornamental shrubs, trees, palms and ground covers at least monthly for indications of pest problems and provide a monthly written report to the Operations Manager on the problems and treatment. Upon confirmation of a specific problem requiring treatment, the contractor will apply pesticides as needed and only in affected spots, and whenever possible using the least toxic, effective pesticide. Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides in Florida.

*** If this service is being subcontracted out, the contractor is required to notify the Operations Manager with the subcontractor's information along with schedule for service.**

(Pest control application schedule should be submitted along with the proposal)

11. Trees

To be cleared of sprouts or moss from trunk one (1) time per year. "Lifting" of limbs up to 10 feet above the ground included. Contractor will maintain staking and guying of new trees and established trees as needed.

NOTES:

1. Work must be done between 8:00 am and 5:00 pm Monday through Friday. No weekend work will be permitted, without approval. Work not completed on the scheduled day must be completed by the following afternoon. Weather permitting.
2. Appearance of all workers should be professional.
3. Work vehicles are permitted to park in the parking lot or along the curb with orange safety cones in place. Parking of work vehicles is NOT allowed on any vacant lots within the community.

Additional Bid Requests:

- **Annuals**

The installation of 25 fresh annuals installed 3 times per year at main playground.

Note: The 25 plants will be distributed in common area locations located at the Recreational Playground

- **Mulching and Pine Straw**
 1. The application of mini pine bark nuggets in the landscape beds at the recreational playground and parking area, at a minimum depth of 3 inches two (2) times per year.
 2. The application of mini pine bark nuggets in the landscape beds in the median along Heron Isles Pkwy. at a minimum depth of 3 inches two (2) times per year.
 3. The application of mulch under the shrubbery in landscape beds along Heron Isles Parkway at a minimum depth of 3 inches two (2) times per year. Mulch would not be placed under Viburnum shrubs next to the fence. Only open areas under tree clusters and landscape area by community signs on each corner.

- **Flowers/Shrubs on Heron Isles Parkway**
 1. The cost to replace flowers or shrubbery in landscape beds in median on Heron Isles Parkway
 2. The cost to replace plant material in landscape bed at mailbox kiosk.

Bid Packages Must Include the Following Documents:

1. Complete Recommendations and Maintenance Proposal
2. Copy of all Licenses
3. Certificates of Insurance:
 - Liability
 - Worker’s Comp
 - Vehicle

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

Closing Date – July 22, 2022 at 5:00 p.m.

Should you have any questions, please call Cheryl Graham at 904-813-4393.

Email your proposal to Heron Isles CDD c/o Cheryl Graham of Riverside Management Services at cgraham@rmsnf.com.

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



POA PROJECT NAME:

Queen's Harbour
238 Queens Harbor Blvd,
Jacksonville, FL 32225

CLIENT CONTACT:

Bethanne Ridikas
Regional Property
Manager

P: (904) 238-7636

SERVICES PROVIDED:

Landscape/Irrigation
Maintenance, Landscape
Design, Landscape
Enhancement



HOA PROJECT NAME:

Julington Lakes
770 Julington Lakes Dr,
Saint Johns, FL, 32259

CLIENT CONTACT:

Laurie Larson
Landscape Committee
Chair

P: (262) 745-3893

SERVICES PROVIDED:

Landscape/Irrigation
Maintenance, Landscape
Design, Landscape
Enhancement

Jack Gudat

Board Member
P: (571) 233-7932



CDD PROJECT NAME:

**Meadowview at Twin
Creeks CDD (Beacon
Lake)**
850 Beacon Lake
Parkway, St. Augustine,
FL 32095

CLIENT CONTACT:

Chris Hall
Operations
Manager(Riverside
Management)

P: (904) 669-2685

SERVICES PROVIDED:

Landscape/Irrigation
Maintenance, Landscape
Design, Landscape
Enhancement

Danielle Simpson

Manager of Operations
Beacon Lake(BBX
Capital)
(602) 373-7227

EXHIBIT "B"
PERFORMANCE STANDARDS

HERON ISLES CDD

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	VISITS
Mowing - Common Areas	42
Mowing - Ponds	21
Detailing	21
IPM - Fertilization & Pest Control	Turf - 6 blanket and spot treatments as needed Shrubs - 2 blanket and spot treatments as needed
Irrigation Inspections	12
Mulch	As requested
Annual Flowers	3 - As requested

PRICING SPECIFICATIONS

Services	Annual Price	Monthly Price	Unit Price
Landscaping Maintenance (Items 1-7 & 11)	\$99,900.00	\$8,325.00	
Irrigation (Item 8)	\$5,850.00	\$487.50	
Fertilization and Pest Control (Items 9-10)	\$18,750.00	\$1,562.50	
Total Contracted Price:	\$124,500.00	\$10,375.00	
Annuals Installation (per rotation)	\$56.25 (25 per rotation) \$168.75 (3 Rotations)	\$4.69 \$14.06	\$2.25 per annual installed
Pine Straw or Mulch Replacement "Mini Pine Bark Nuggets" (per application)	Park - \$267.50 Medians - \$642.00 Roadway - \$2,514.50	\$22.29 \$53.50 \$209.54	\$53.50 per yard installed

CLIENT NAME:	Riverside Management Services
BILLING ADDRESS:	9655 Florida Mining Blvd W Jacksonville, Florida 32257
PROPERTY CONTACT:	Cheryl Graham
PROPERTY CONTACT EMAIL:	cgraham@rmsnf.com
PROPERTY CONTACT PHONE:	904-813-4393
CONTRACT EFFECTIVE DATE:	TBD
CONTRACT EXPIRATION DATE:	TBD
INITIAL TERM:	One Year
PROPERTY NAME:	Heron Isles CDD
PROPERTY ADDRESS:	Heron Isle Parkway, Yulee, FL 32097
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	bpoor@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	9047607860
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape annually, in equal monthly installments billed in the amount of upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Riverside Management Services



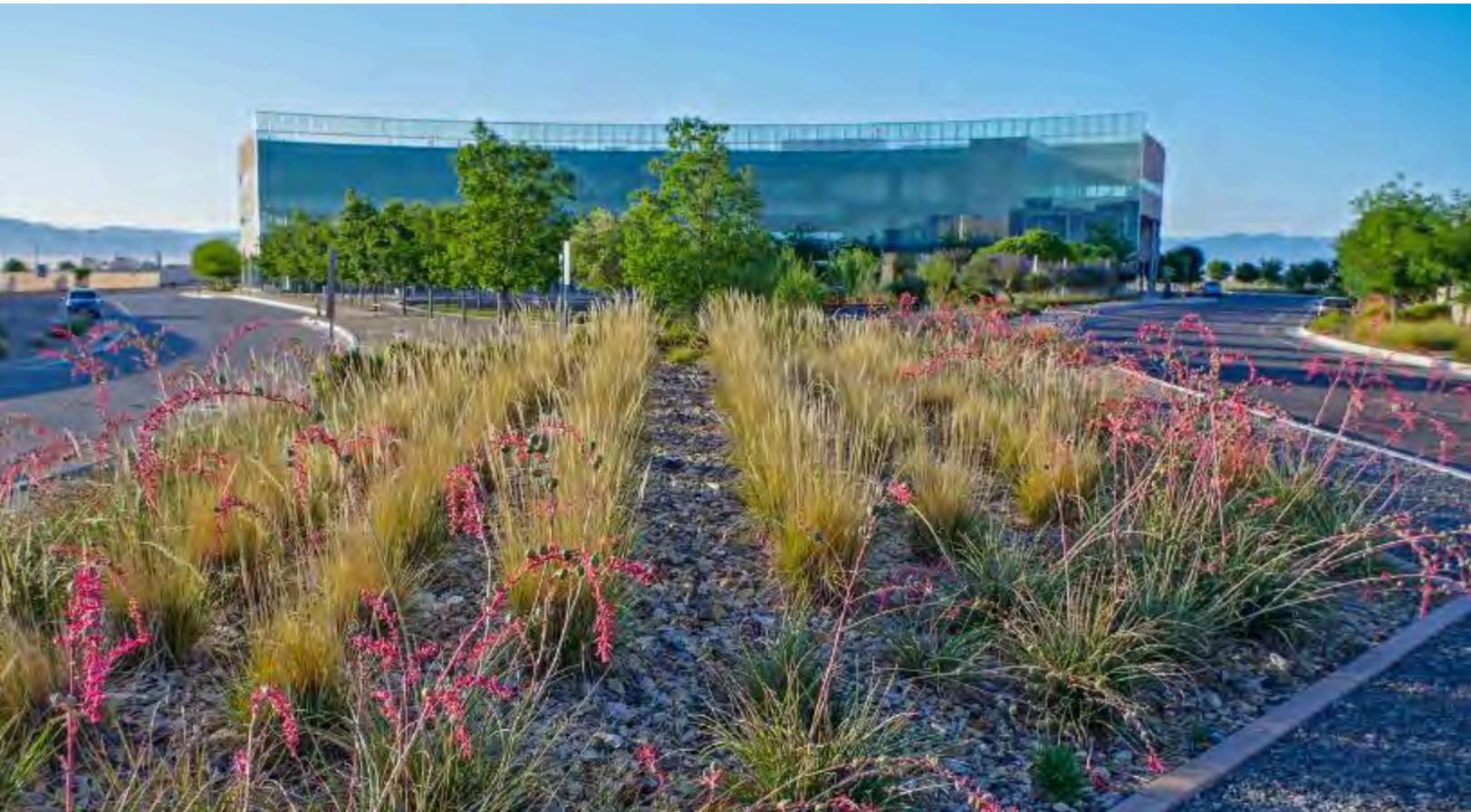
 SIGNATURE
Cheryl Graham

Printed Name: Christopher Adornetti, Officer

Date: Not yet accepted

Printed Name: Cheryl Graham

Date: Not yet accepted



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination with or without Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination with or without Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

SIXTH ORDER OF BUSINESS

*Approved Budget
Fiscal Year 2023*



*Heron Isles Community
Development District*

August 16, 2022



**Heron Isles
Community Development District**

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Heron Isles

Community Development District

General Fund

Description	Adopted Budget FY 2022	Actual Thru 6/30/22	Projected Next 3 Months	Total Projected 9/30/22	Approved Budget FY 2023
Revenues					
Assessments - On Roll	\$412,343	\$417,601	\$8	\$417,609	\$412,343
Interest Income	\$10	\$11	\$6	\$17	\$10
Miscellaneous Income	\$100	\$0	\$0	\$0	\$100
Access Key Cards					
TOTAL REVENUES	\$412,453	\$417,612	\$14	\$417,626	\$412,453
Expenditures					
Administrative					
Supervisor Fees	\$6,000	\$2,200	\$800	\$3,000	\$4,000
FICA Expense	\$459	\$168	\$61	\$230	\$306
Engineering	\$4,000	\$3,565	\$435	\$4,000	\$4,000
Assessment Roll	\$7,500	\$7,500	\$0	\$7,500	\$7,500
Dissemination	\$1,500	\$1,125	\$375	\$1,500	\$1,500
Attorney	\$18,000	\$12,459	\$5,541	\$18,000	\$18,000
Annual Audit	\$3,250	\$3,250	\$0	\$3,250	\$3,250
Trustee Fees	\$3,800	\$0	\$3,717	\$3,717	\$3,800
Management Fees	\$47,694	\$35,771	\$11,924	\$47,694	\$50,079
Computer Time	\$1,800	\$1,350	\$450	\$1,800	\$1,800
Website Compliance	\$1,200	\$900	\$300	\$1,200	\$1,200
Telephone	\$200	\$72	\$100	\$172	\$200
Postage	\$800	\$49	\$20	\$69	\$800
Printing & Binding	\$1,500	\$184	\$96	\$280	\$1,500
Rental & Leases	\$120	\$0	\$0	\$0	\$0
Meeting Room Rental	\$1,000	\$40	\$40	\$80	\$1,000
Insurance	\$14,653	\$13,786	\$0	\$13,786	\$16,543
Legal Advertising	\$5,350	\$623	\$4,728	\$5,350	\$3,200
Other Current Charges	\$7,200	\$7,114	\$167	\$7,282	\$7,400
Office Supplies	\$100	\$2	\$20	\$22	\$100
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
TOTAL ADMINISTRATIVE EXPENDITURES	\$126,301	\$90,334	\$28,773	\$119,107	\$126,353
UTILITIES:					
Electric	\$31,740	\$19,589	\$6,900	\$26,489	\$32,500
Water & Sewer	\$64,000	\$21,409	\$16,027	\$37,436	\$43,051
SUBTOTAL UTILITIES	\$95,740	\$40,997	\$22,927	\$63,925	\$75,551
CONTRACT SERVICES					
Landscape Maintenance	\$60,852	\$46,651	\$15,972	\$62,623	\$95,000
Landscape Contingency	\$15,000	\$8,249	\$2,000	\$10,249	\$15,000
Irrigation Maintenance	\$3,000	\$1,490	\$4,237	\$5,727	\$5,800
Lake Maintenance	\$12,900	\$6,602	\$2,201	\$8,803	\$8,803
Janitorial Services	\$7,200	\$5,164	\$1,719	\$6,883	\$7,200
Trash Removal Services	\$7,440	\$0	\$0	\$0	\$0
Facility Management	\$11,781	\$8,836	\$2,945	\$11,781	\$12,370
Pest Control Services	\$250	\$0	\$248	\$248	\$250
Holiday Decorations	\$1,500	\$0	\$1,500	\$1,500	\$1,500
SUBTOTAL CONTRACT SERVICES	\$119,923	\$76,993	\$30,822	\$107,815	\$145,923
REPAIRS & MAINTENANCE					
Facility Repairs	\$7,500	\$4,494	\$10,699	\$15,193	\$17,500
Miscellaneous Repairs & Maintenance	\$7,500	\$455	\$3,500	\$3,955	\$7,500
SUBTOTAL REPAIRS & MAINTENANCE	\$15,000	\$4,949	\$14,199	\$19,148	\$25,000
RESERVES					
Capital Reserve - Transfer Out	\$35,489	\$0	\$35,489	\$35,489	\$39,625
Capital Project Improvements	\$20,000	\$0	\$20,000	\$20,000	\$0
SUBTOTAL RESERVES	\$55,489	\$0	\$55,489	\$55,489	\$39,625
TOTAL FIELD EXPENDITURES	\$286,152	\$122,940	\$123,437	\$246,376	\$286,100
TOTAL EXPENDITURES	\$412,453	\$213,274	\$152,210	\$365,483	\$412,453
Excess Revenues	\$0	\$204,339	(\$152,196)	\$52,143	\$0

	FY 2021	FY 2022	FY 2023
NET ASSESSMENTS	\$412,343	\$412,343	\$412,343
PLUS COLLECTION FEES (7%)	\$31,037	\$31,037	\$31,037
GROSS ASSESSMENTS	\$443,380	\$443,380	\$443,380
NO. OF UNITS	748	748	748
PER UNIT ASSESSMENT	\$593	\$593	\$593

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2023

REVENUES:

Maintenance Assessments

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

Interest Income

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

Access Key Card

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

EXPENDITURES:

Administrative:

Supervisor Fees

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

FICA Expense

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

Engineering Fees

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

Assessment Roll

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

Dissemination Agent

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

Attorney

The District's legal counsel, KE Law Group PLLC, will be contracted to provide general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts.

Annual Audit

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

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2023

Trustee Fees

The District issued Series 2017 Capital Improvement Revenue Bonds, which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Management Fees

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

Computer Time

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc. provided by Governmental Management Services LLC.

Website Compliance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. provided by Governmental Management Services LLC.

Telephone

Telephone and fax machine.

Postage

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

Printing & Binding

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

Rental & Leases

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

Meeting Room Rental

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

Insurance

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

Legal Advertising

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

Other Current Charges

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

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2023

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

Utilities:

Electric

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

Location	Account #	Monthly	Annual
100 Heron Isles Pkwy	55251-34119	\$2,200	\$26,400
96103 Heron Isles Pkwy	79367-06030	\$20	\$240
96116 Heron Isles Pkwy	15371-18034	\$55	\$660
961164 Heron Isles Pkwy #IRR	17007-82129	\$15	\$180
96139 Heron Isles Pkwy	89411-73059	\$100	\$1,200
96148 Heron Isles Pkwy	59739-27030	\$15	\$180
96443 Heron Isles Pkwy #IRR	62356-51129	\$15	\$180
96638 Heron Isles Pkwy #IRR	62602-83129	\$15	\$180
96331 Starfish Dr entwall	39110-92496	\$15	\$180
928 Chester Rd # Entrance	62761-04061	\$15	\$180
Contingency		\$243	\$2,920
Total Electric		\$2,708.33	\$32,500.00

Water & Sewer

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

Location	Account #	Monthly	Annual
928 Chester Rd Apt IR01	83714954	\$70	\$840
96059 Heron Isles PY-Sewer	82505651	\$150	\$1,800
96059 Heron Isles PY-Water	82505651	\$80	\$960
96259 Heron Isles PY	83582184	\$70	\$840
96320 Starfish Dr	67059090	\$100	\$1,200
96416 Heron Isles PY	67133229	\$1,200	\$14,400
96572 Heron Isles PY	67133293	\$1,200	\$14,400
Contingency		\$718	\$8,611
Total Water & Sewer		\$3,588	\$43,051

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2023

Contract Services:

Landscape Maintenance

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

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Landscape Maint	\$5,324	\$63,888
Mulch	\$4,672	\$4,672
Total Landscape Maintenance	\$9,996	\$68,560

Landscape Contingency

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

Irrigation Maintenance

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

Lake Maintenance

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

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

Janitorial Services

The District has a contract with Magic Touch Commercial Cleaning Co for the District janitorial services and for trash removal services.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Magic Touch Commercial Cleaning	\$573	\$6,876
Contingency	\$27	\$324
		\$7,200

Facility Management

Management Fees include managing, supervising and coordinating the management, operation and maintenance. The District has a contract with Riverside Management Service to provide these services.

<u>Vendor</u>	<u>Monthly</u>	<u>Annual</u>
Riverside Management Services	\$1,031	\$12,370

Pest Control

The District has a contract with Bug out Services for termite warranty.

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2023

Holiday Decorations:

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

REPAIRS & MAINTENANCE:

Facility Repairs

Repairs and maintenance for the District's common areas.

Miscellaneous Repairs and Maintenance

Repairs and maintenance for the District's common ground areas.

RESERVES:

Capital Reserve:

Represents any Capital expenditures the District may need outside of the regular maintenance. Funds transferred to Capital Reserve Account. Used to fund minor construction or improvements to District property. This includes renovations, repairs, parking lot expansion, or road repairs.

Heron Isles
Community Development District

Debt Service Fund
Series 2017A1-A2

Description	Adopted Budget FY 2022	Actual Thru 6/30/22	Projected Next 3 Months	Total Projected 9/30/22	Approved Budget FY 2023
Revenues					
(1) Special Assessments - On Roll	\$221,947	\$224,779	\$4	\$224,783	\$221,947
Prepayments	\$0	\$0	\$0	\$0	\$0
Interest Income	\$0	\$7	\$2	\$9	\$0
(2) Carry Forward Surplus	\$57,790	\$59,649	\$0	\$59,649	\$48,550
TOTAL REVENUES	\$279,737	\$284,434	\$6	\$284,441	\$270,497
Expenditures					
Series 2017A1					
Interest - 11/1	\$26,041	\$26,041	\$0	\$26,041	\$24,975
Special Call - 11/1	\$0	\$5,000	\$0	\$5,000	\$0
Interest - 5/1	\$26,041	\$25,975	\$0	\$25,975	\$24,975
Principal - 5/1	\$100,000	\$100,000	\$0	\$100,000	\$100,000
Series 2017A2					
Interest - 11/1	\$17,000	\$17,000	\$0	\$17,000	\$15,875
Special Call - 11/1	\$0	\$5,000	\$0	\$5,000	\$0
Interest - 5/1	\$17,000	\$16,875	\$0	\$16,875	\$15,875
Principal - 5/1	\$30,000	\$30,000	\$0	\$30,000	\$30,000
Special Call - 5/1	\$0	\$10,000	\$0	\$10,000	\$0
TOTAL EXPENDITURES	\$216,081	\$235,891	\$0	\$235,891	\$211,700
(3) EXCESS REVENUES	\$63,656	\$48,544	\$6	\$48,550	\$58,797

11/1/2023 Debt Service A1	\$	23,975.00
11/1/2023 Debt Service A2	\$	15,125.00
	\$	<u>39,100.00</u>

- (1) Maximum Annual Debt Service
- (2) Carry forward surplus is net of the reserve requirement
- (3) Represents excess funds in DS after Nov. 1 payments

	FY 2023
NET ASSESSMENTS	\$221,947
PLUS COLLECTION FEES (7%)	\$16,706
GROSS ASSESSMENTS	\$238,653
NO. OF UNITS	534
PER UNIT ASSESSMENT:	\$447

Heron Isles

Community Development District

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

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 1,685,000.00	\$ -	\$ 24,975.00	\$ 150,950.00
05/01/23	\$ 1,685,000.00	\$ 100,000.00	\$ 24,975.00	
11/01/23	\$ 1,585,000.00	\$ -	\$ 23,975.00	\$ 148,950.00
05/01/24	\$ 1,585,000.00	\$ 100,000.00	\$ 23,975.00	
11/01/24	\$ 1,485,000.00	\$ -	\$ 22,850.00	\$ 146,825.00
05/01/25	\$ 1,485,000.00	\$ 105,000.00	\$ 22,850.00	
11/01/25	\$ 1,380,000.00	\$ -	\$ 21,603.13	\$ 149,453.13
05/01/26	\$ 1,380,000.00	\$ 110,000.00	\$ 21,603.13	
11/01/26	\$ 1,270,000.00	\$ -	\$ 20,228.13	\$ 151,831.26
05/01/27	\$ 1,270,000.00	\$ 105,000.00	\$ 20,228.13	
11/01/27	\$ 1,165,000.00	\$ -	\$ 18,850.00	\$ 144,078.13
05/01/28	\$ 1,165,000.00	\$ 115,000.00	\$ 18,850.00	
11/01/28	\$ 1,050,000.00	\$ -	\$ 17,268.75	\$ 151,118.75
05/01/29	\$ 1,050,000.00	\$ 115,000.00	\$ 17,268.75	
11/01/29	\$ 935,000.00	\$ -	\$ 15,471.88	\$ 147,740.63
05/01/30	\$ 935,000.00	\$ 120,000.00	\$ 15,471.88	
11/01/30	\$ 815,000.00	\$ -	\$ 13,596.88	\$ 149,068.76
05/01/31	\$ 815,000.00	\$ 125,000.00	\$ 13,596.88	
11/01/31	\$ 690,000.00	\$ -	\$ 11,643.75	\$ 150,240.63
05/01/32	\$ 690,000.00	\$ 130,000.00	\$ 11,643.75	
11/01/32	\$ 560,000.00	\$ -	\$ 9,450.00	\$ 151,093.75
05/01/33	\$ 560,000.00	\$ 135,000.00	\$ 9,450.00	
11/01/33	\$ 425,000.00	\$ -	\$ 7,171.88	\$ 151,621.88
05/01/34	\$ 425,000.00	\$ 140,000.00	\$ 7,171.88	
11/01/34	\$ 285,000.00	\$ -	\$ 4,809.38	\$ 151,981.26
05/01/35	\$ 285,000.00	\$ 140,000.00	\$ 4,809.38	
11/01/35	\$ 145,000.00	\$ -	\$ 2,446.88	\$ 147,256.26
05/01/36	\$ 145,000.00	\$ 145,000.00	\$ 2,446.88	\$ 147,446.88
		\$ 1,685,000.00	\$ 428,681.32	\$ 2,239,656.32

Heron Isles

Community Development District

Series 2017A-2 Capital Improvement Revenue Refunding Bonds (Subordinate Bonds)

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 635,000.00	5.000%	\$ -	\$ 15,875.00	\$ -
05/01/23	\$ 635,000.00	5.000%	\$ 30,000.00	\$ 15,875.00	\$ 61,750.00
11/01/23	\$ 605,000.00	5.000%	\$ -	\$ 15,125.00	\$ -
05/01/24	\$ 605,000.00	5.000%	\$ 35,000.00	\$ 15,125.00	\$ 65,250.00
11/01/24	\$ 570,000.00	5.000%	\$ -	\$ 14,250.00	\$ -
05/01/25	\$ 570,000.00	5.000%	\$ 35,000.00	\$ 14,250.00	\$ 63,500.00
11/01/25	\$ 535,000.00	5.000%	\$ -	\$ 13,375.00	\$ -
05/01/26	\$ 535,000.00	5.000%	\$ 35,000.00	\$ 13,375.00	\$ 61,750.00
11/01/26	\$ 500,000.00	5.000%	\$ -	\$ 12,500.00	\$ -
05/01/27	\$ 500,000.00	5.000%	\$ 40,000.00	\$ 12,500.00	\$ 65,000.00
11/01/27	\$ 460,000.00	5.000%	\$ -	\$ 11,500.00	\$ -
05/01/28	\$ 460,000.00	5.000%	\$ 40,000.00	\$ 11,500.00	\$ 63,000.00
11/01/28	\$ 420,000.00	5.000%	\$ -	\$ 10,500.00	\$ -
05/01/29	\$ 420,000.00	5.000%	\$ 45,000.00	\$ 10,500.00	\$ 66,000.00
11/01/29	\$ 375,000.00	5.000%	\$ -	\$ 9,375.00	\$ -
05/01/30	\$ 375,000.00	5.000%	\$ 45,000.00	\$ 9,375.00	\$ 63,750.00
11/01/30	\$ 330,000.00	5.000%	\$ -	\$ 8,250.00	\$ -
05/01/31	\$ 330,000.00	5.000%	\$ 50,000.00	\$ 8,250.00	\$ 66,500.00
11/01/31	\$ 280,000.00	5.000%	\$ -	\$ 7,000.00	\$ -
05/01/32	\$ 280,000.00	5.000%	\$ 50,000.00	\$ 7,000.00	\$ 64,000.00
11/01/32	\$ 230,000.00	5.000%	\$ -	\$ 5,750.00	\$ -
05/01/33	\$ 230,000.00	5.000%	\$ 55,000.00	\$ 5,750.00	\$ 66,500.00
11/01/33	\$ 175,000.00	5.000%	\$ -	\$ 4,375.00	\$ -
05/01/34	\$ 175,000.00	5.000%	\$ 55,000.00	\$ 4,375.00	\$ 63,750.00
11/01/34	\$ 120,000.00	5.000%	\$ -	\$ 3,000.00	\$ -
05/01/35	\$ 120,000.00	5.000%	\$ 60,000.00	\$ 3,000.00	\$ 66,000.00
11/01/35	\$ 60,000.00	5.000%	\$ -	\$ 1,500.00	\$ -
05/01/36	\$ 60,000.00	5.000%	\$ 60,000.00	\$ 1,500.00	\$ 63,000.00
			\$ 635,000.00	\$ 264,750.00	\$ 899,750.00

Heron Isles

Community Development District

Capital Reserve Fund

Description	Adopted Budget FY 2022	Actual Thru 6/30/22	Projected Next 3 Months	Total Projected 9/30/22	Approved Budget FY 2023
Revenues					
Capital Reserve Transfer In	\$35,489	\$0	\$55,489	\$55,489	\$39,625
Interest Income	\$0	\$6	\$9	\$15	\$0
Carry Forward Surplus	\$45,815	\$45,824	\$0	\$45,824	\$94,111
TOTAL REVENUES	\$81,304	\$45,830	\$55,498	\$101,328	\$133,736
Expenditures					
Capital Outlay	\$20,000	\$6,784	\$0	\$6,784	\$20,000
Repair & Maintenance	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$500	\$291	\$141	\$432	\$500
TOTAL EXPENDITURES	\$20,500	\$7,076	\$141	\$7,217	\$20,500
EXCESS REVENUES	\$60,804	\$38,754	\$55,357	\$94,111	\$113,236

A.

RESOLUTION 2022-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Heron Isles Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

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

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Heron Isles Community Development District for the Fiscal Year Ending September 30, 2023.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

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

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

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

increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

PASSED AND ADOPTED THIS 16TH DAY OF AUGUST, 2022.

ATTEST:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget Fiscal Year 2022/2023

B.

RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

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

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

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

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

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

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

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

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

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

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

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

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

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

to the District.

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

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

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

PASSED AND ADOPTED this 16th day of August, 2022.

ATTEST:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

SEVENTH ORDER OF BUSINESS

RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 2 AND SEAT 4 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

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; and

WHEREAS, on November 8, 2022, two (2) members of the Board of Supervisors (the “Board”) are to be elected by the Qualified Electors of the District, as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period there were no Qualified Electors qualified to run for two (2) of the seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare the remaining seats vacant, effective the second Tuesday following the general election; and

WHEREAS, a Qualified Elector is to be appointed to the vacant seat within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

SECTION 1. The following seats are hereby declared vacant effective as of November 22, 2022:

- Seat #2 (currently held by Kathleen Blessing)
- Seat #4 (currently held by Wendy Emanuelson)

SECTION 2. Until such time as the District Board nominates a Qualified Elector to fill the vacancy declared in Section 1 above, the incumbent Board member of that respective seat shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 16th day of August, 2022.

ATTEST:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name:_____

Chairperson

EIGHTH ORDER OF BUSINESS



1702 Lindsey Rd
Jacksonville, Fl. 32221
Ph (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Heron Isles CDD

**Heron Isles CDD
Attn; Cheryl Graham
Riverside Management Services**

August 01, 2022

Re: Repairs needed from investigation #2 location 96537 Starfish Dr

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

**Bring in machinery to dig down to install
15 LF of 6" corrugated pipe for irrigation
Install pipe where missing and seal both sides correctly
Supply gravel as necessary and black landscape fabric to cover new pipe
Fill back the hole making sure to compact dirt**

TOTAL \$5,285.00

*****Bid must be approved withing 3 days at this price due to equipment needed*****

Proposal Signed by _____ Printed Name _____

Thank you for your consideration

Scott Haines -C 904.402.6561

NINTH ORDER OF BUSINESS

RESOLUTION 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERON ISLES COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY ON ACCESS AND USAGE HOURS OF THE DISTRICT'S PARK; PROVIDING FOR AN EFFECTIVE DATE.

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*, and situated entirely within Nassau County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District own, and maintains a recreational park facility located at 96139 Heron Isles Parkway, Yulee, Florida 32097 (the "Park") for the use and enjoyment of its residents and authorized users (together, "Patrons"); and

WHEREAS, in light of safety concerns associated with use of the Park after dark, the District Board of Supervisors finds that it is in the best interests of the District and its Patrons to adopt a policy limiting the access and usage hours of the Park.

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

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 Resolution.

SECTION 2. POLICY LIMITING PARK ACCESS AND USAGE HOURS. Park access and usage shall be allowed only from sunrise to sunset, as determined by the sunrise and sunset times established by the National Weather Service of the National Oceanic and Atmospheric Administration of the United States of America.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED this 16th day of August 2022.

ATTEST:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

TENTH ORDER OF BUSINESS

B.

**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:	Heron Isles Community Development District
Name of stormwater utility, if applicable:	N/A
Contact Person	
Name:	Daniel Laughlin
Position/Title:	District Manager
Email Address:	dlaughlin@gmsnf.com
Phone Number:	(904) 940-5850, ext. 401

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:

The stormwater management system is comprised of a series of wet detention ponds, swales, stormwater pipes & structures that was permitted through the SJRWMD as well as Nassau County. The system's primary function is to control the runoff from stormwater to provide flood control during heavy storms as well as treatment of the runoff within the ponds before being discharged into the natural wetland system adjacent to the community. The stormwater system is inspected every 2 years per the ERP Permit Requirements. There is

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 checked="" 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 checked="" type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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? No

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility? No

If no, do you have another funding mechanism? Yes

If yes, please describe your funding mechanism.

Homeowner assessments to the CDD collected with property taxes
- Does your jurisdiction have a Stormwater Master Plan or Plans? Yes

If Yes:

How many years does the plan(s) cover? 5

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

No

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? No

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)?	No
An illicit discharge inspection and elimination program?	No
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	No
A system for managing stormwater complaints?	Yes
Other specific activities?	

Notes or Comments on any of the above:

Complaints are received by CDD manager and addressed with engineers or other experts as appropriate.

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>i.e.</i> , systems that are dedicated to public ownership and/or operation upon completion)?	Yes
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----

Notes or Comments on the above:

upon completion of systems within the CDD Boundary, permits are typically transferred to the CDD for Operation & Maintenance

- 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. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	No
Sediment removal from the stormwater system (vacator trucks, other)?	No
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	No
Non-structural programs like public outreach and education?	Yes
Other specific routine activities?	

bi-yearly inspections of stormwater system to ensure it's functioning in substantial compliance with permitted design

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:	16,100.00	Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	0.00	Feet
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):	23	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :	8	
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		

Notes or Comments on any of the above:

routine maintenance (mowing) of some pond banks is the responsibility of individual homeowners where these elements fall within the limits of private property; however, the CDD is still responsible for ensuring they function per the permitted design

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	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	No	No
Living shorelines	No	No

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):

site visit & discussion with CDD Management

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:

N/A

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.

N/A

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.*).

N/A

[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 BMPs; 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	13	68	71	75	78
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 vacator/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
N/A					

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
N/A					

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
N/A					

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
N/A					

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 checked="" type="checkbox"/>	Other(s): CDD Board / Management input due to fact that build-out is complete within the CDD

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).

Project Name	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
N/A					

Project Name	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
N/A					

- 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
N/A					

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
N/A					

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				Contributions to Reserve Account	Balance of Reserve Account
	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			
2016-17	11,796	11,796	0	0	0	0		
2017-18	12,900	12,900	0	0	0	0		
2018-19	12,900	12,900	0	0	0	0		
2019-20	12,900	12,900	0	0	0	29,445	29,270	
2020-21	12,900	12,900	0	0	0	43,236	43,821	

Expansion

	Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	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			
2016-17	N/A							
2017-18	N/A							
2018-19	N/A							
2019-20	N/A							
2020-21	N/A							

Resiliency

	Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	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			
2016-17	N/A							
2017-18	N/A							
2018-19	N/A							
2019-20	N/A							
2020-21	N/A							

Replacement of Aging Infrastructure

	Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	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			
2016-17	N/A							
2017-18	N/A							
2018-19	N/A							
2019-20	N/A							
2020-21	N/A							

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	68	71	75	78
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	68	71	75	78

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
N/A				
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

C.

Notice of Meetings
Heron Isles
Community Development District

The Board of Supervisors of the Heron Isles Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2023 at 5:00 p.m. at Florida State College at Jacksonville, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097 on the third Tuesday of the following months (*unless otherwise noted):

November 15, 2022

February 21, 2023

May 16, 20223

August 15, 2023

D.

**Heron Isles Community Development District
Operations Report
August 2022**

Community – Perimeter Fence: The nails that were sticking out of the vinyl fencing along Heron Isles Parkway, near the cul-de-sac on Albatross Drive have been removed. The floor of the large pavilion was painted a light cream color to improve the appearance.



Before

After

Landscaping:

The agreement with Martex is for them to mow on a weekly basis. Unfortunately mowing on a regular basis has not been taking place for the larger part of two (2) months. Regardless of calls and emails to the senior managers, the staff is not doing the work that is required. Due to staffing issues, they have fallen behind with mowing the common areas and the majority of the pond banks. Landscape beds are full of weeds.

The proposal for adding shrubbery in areas where annuals are normally places was approved in fall 2021. The umbrella Ligustrum's did not survive the cold snap and were removed. Replacement shrubs were planted in the designated landscape beds in May. Rose bushes along Heron Isles Parkway have not been

serviced as needed. Landscape beds at the entrance of each community along Heron Isles Parkway have void areas where plants have died and not been replaced. Replacement shrubs are needed. Rose bushes need some attention.

Ponds:

Future Horizons began servicing the ponds on a regular basis since October 1, 2021 and appear to be doing a good job. Monthly service reports are provided and there have been indications of algae in various ponds but those have been treated accordingly and continue to be monitored.

Restroom Facility /Janitorial Service:

Magic Touch Cleaning Service began debris removal and janitorial service for the playgrounds and restroom facility on October 1, 2021. The appearance of the facility is good and they have been responsible to address any issues that arise.

Roads, Sidewalks and Right-of-Ways:

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 - monitoring
2. 96493 Starfish Lane - Proposal from All Weather Contractors was been provided to dig out the depression to determine the cause, and refill with dirt. Cost of repairs would be additional
3. **96537 Starfish Lane – Corner of Coral Reef Road**
 - a. Proposal from All Weather Contractors has been provided to dig out the depression to determine the cause, replace sidewalk and fill area with dirt. Cost of repairs would be additional.



Broken corrugated pipe is causing water to seep through and undermine the surface.

Repairs needed:

- Bring in machinery to dig down to install 15 LF of 6" corrugated pipe for irrigation.
- Install pipe where missing and seal both sides correctly.
- Supply gravel as necessary and black landscape fabric to cover new pipe.

4. 96534 Starfish Lane – Corner of Coral Reef Road – monitoring

5. 96140 Sunfish Lane – Corner of Coral Reef Road

- a. Proposal from All Weather Contractors has been provided to dig out the depression to determine the cause, replace sidewalk and fill with dirt. Cost of repairs would be additional. We are currently waiting for the status of the drain pipe.



6. 96107 Gray Heron – Corner on Commodore Pointe Drive - monitoring

Updates:

Mailbox Kiosk – Expansion of Parking Area

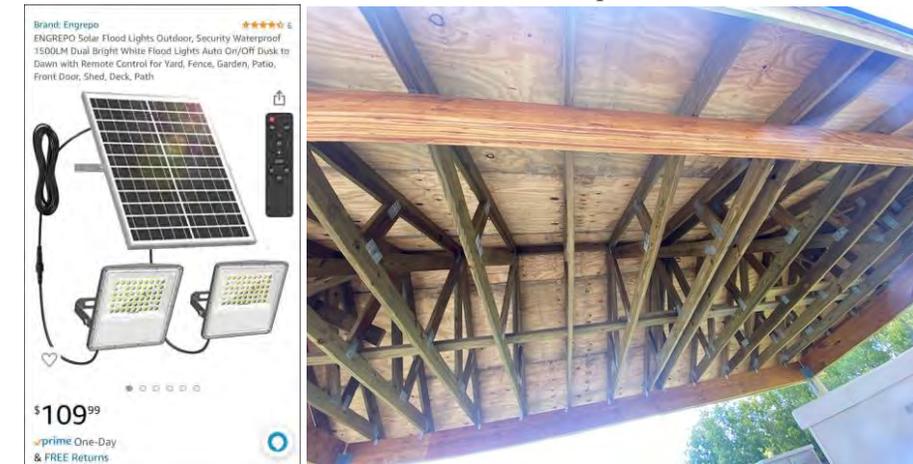
The structure to cover the mailbox Kiosk was completed.



The CDD had agreed to provide the power for the lighting. The original design indicated the ceiling would be finished and canned “recessed” lighting would be provided. However, the current unfinished

ceiling does not provide the type of roof needed for recessed lighting. The contractor has plans to install a fluorescent light once power has been provided.

A solar lighting system has been recommended to provide the lighting needed for the mailbox kiosk which can also be controlled by a timer. Other than the initial cost to purchase the lighting system and Installation, there would be no additional cost to operate.



Sidewalks – Broken & Tripping Hazards and Additional Parking by Mailbox Kiosk

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.

All Weather Contracting has been approved for the sidewalk repairs on Commodore Point Drive and the expanded parking area by the mailbox kiosk.

Replacement Stones for Small Towers: Ted Richardson has reviewed each structure and is searching for the stones needed for this job. So far there has been no success in locating the needed stone replacements. There are locations in Jacksonville that might have what is needed. The operations manager will check with the various stone suppliers for the size and colors needed.

Playground:

Secondary playground: New Toddler Swings were installed at the playground. The original swings have been in place since 2017 were worn and in need of replacement.

