

*Heron Isles
Community Development District*

November 15, 2022

AGENDA

Heron Isles Community Development District

475 West Town Place, Suite 114

St. Augustine, Florida 32092

www.HeronIslesCDD.com

November 8, 2022

Board of Supervisors
Heron Isles Community Development District
Staff Call In #: 1-877-304-9269; Passcode: 4935998

Dear Board Members:

The Heron Isles Community Development District Board of Supervisors Meeting is scheduled for **Tuesday, November 15, 2022 at 5:00 p.m. at Florida State College at Jacksonville, Nassau Center, Room A114, 76346 William Burgess Boulevard, Yulee, Florida 32097.**

Following is the 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 August 16, 2022 Meeting
 - B. Financial Statements
 - C. Assessment Receipts Schedule
 - D. Check Register
- IV. Ratification of Agreement with BrightView Landscape Services, Inc. for Landscape and Irrigation Maintenance Services
- V. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Field Operations Manager – Report

- VI. Supervisors' Requests and Public Comment
- VII. Next Scheduled Meeting – February 21, 2023, at 5:00 p.m. at Florida State College of Jacksonville, Nassau Center, Room T126, 76346 William Burgess Road, Yulee, Florida
- VIII. 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, August 16, 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
Jennifer Kilinski	District Counsel
Mike Yuro	District Engineer (by phone)
Cheryl Graham	Field Operations Manager
Marisa O'Conner	KE Law Group

The following is a summary of the discussion and actions taken at the August 16, 2022 meeting.

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 May 17, 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 \$58,754.49.

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

FOURTH ORDER OF BUSINESS

Acceptance of the Fiscal Year 2021 Audit Report

Mr. Laughlin provided a brief overview of the audit report, noting there are no deficiencies in internal control or material weaknesses to report.

On MOTION by Mr. Martyn seconded by Ms. Emanuelson with all in favor the Fiscal Year 2021 audit report was accepted.

FIFTH ORDER OF BUSINESS

Discussion of Landscaping Services and Consideration of Proposals

Mr. Watson stated that he has walked the District's property with the current landscape maintenance provider to discuss various issues and despite being assured those issues will be taken care of, they have not been. Ms. Kilinski informed the Board a deficiency letter was sent to the contractor noting the deficiencies and putting them on notice that the District will be withholding funds pending successful conclusion of the deficiencies being remedied.

- A. BrightView**
- B. Coastal Greenery**
- C. Yellowstone**

Copies of proposals from the vendors listed above were included in the agenda package for the Board's review. Ms. Graham noted that for each proposal there is an option included to reduce pond bank maintenance to every other week. The Board members asked questions of the representatives from each company that was present and then discussed the proposals amongst themselves. The Board then discussed the process for terminating the current contractor. Ms. Kilinski suggested inspecting the property with an independent landscaper to identify a list of deficiencies.

On MOTION by Mr. Watson seconded by Ms. Emanuelson with all in favor terminating The Greenery for cause was approved.

On MOTION by Mr. Martyn seconded by Mr. Watson with all in favor approving BrightView's proposal for landscape and irrigation maintenance services was approved.

Mr. Watson will work with staff to finalize a deficiency list per Board direction.

SIXTH ORDER OF BUSINESS

Public Hearing for the Purpose of Adopting the Fiscal Year 2023 Budget

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

Mr. Laughlin provided a brief recap of the proposed budget for fiscal year 2023 noting there is no increase in assessments.

A resident asked where the playground is included in the budget. Mr. Laughlin responded that it does have its own line item. Landscape contingency will cover items such as mulch, and the facility repair line item and miscellaneous repairs and maintenance line item can fund any repairs to the structure. The capital reserve funds can be used for any large projects or repairs.

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

A. Consideration of Resolution 2022-09, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2023

On MOTION by Ms. Blessing seconded by Mr. Martyn with all in favor Resolution 2022-09 was approved.

B. Consideration of Resolution 2022-10, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2023

On MOTION by Mr. Watson seconded by Ms. Blessing with all in favor Resolution 2022-10 was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2022-11,
Declaring a Vacancy in Seats 2 and 4 as of
November 22, 2022**

Mr. Laughlin informed the Board no one qualified for Seats 2 and 4 during the qualification period for the general election. Per Florida Statutes, the seats have to be declared vacant. The persons appointed to the seats will not take office until at least November 22, 2022.

On MOTION by Mr. Martyn seconded by Ms. Blessing with all in favor Resolution 2022-11 was approved.

EIGHTH ORDER OF BUSINESS**Ratification of Proposal from All Weather
Contractors for Drainpipe Repairs at 96537
Starfish**

Mr. Laughlin reminded the Board that investigative work was previously approved. The repair involving installation of irrigation pip and fill the hole in the ground for a total of \$5,285 was taken care of between meetings.

On MOTION by Mr. Watson seconded by Ms. Blessing with all in favor the proposal from All Weather Contractors for repairs at 96537 Starfish was ratified.

NINTH ORDER OF BUSINESS**Consideration of Resolution 2022-12,
Adopting a Policy on Access and Usage
Hours of the District's Park**

Mr. Laughlin reminded the Board that at the last meeting the Board approved hours for usage of the District's park. This resolution formalizes a policy for such usage.

On MOTION by Ms. Emanuelson seconded by Mr. Martyn with all in favor Resolution 2022-12 was approved.

TENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

There being nothing to report, the next item followed.

B. District Engineer – Ratification of the Stormwater Needs Analysis Report

Mr. Yuro informed the Board that the stormwater needs analysis report has been submitted to the County per the requirements and there was nothing worth noting in the report.

On MOTION by Ms. Reams seconded by Mr. Watson with all in favor the stormwater needs analysis report was ratified.

Mr. Yuro informed the board he received a call from a Nassau County engineering department representative on an issue in which a neighboring community was complaining of flooding issues and they were concerned it was potentially a result of the construction of Heron Isles. A study was conducted, and the result of the study indicated that they do not believe the construction is contributing to the flooding of the backyards in the northern community.

C. District Manager – Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2023

Mr. Laughlin presented a proposed meeting schedule for fiscal year including quarterly meetings on the third Tuesday at 5:00 p.m. at Florida State College at Jacksonville Nassau Center.

On MOTION by Mr. Martyn seconded by Ms. Blessing with all in favor the Fiscal Year 2023 meeting schedule was approved as presented.

D. Field Operations Manager - Report

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

**ELEVENTH ORDER OF BUSINESS
Supervisor Requests**

Supervisor Requests and Public Comment

Mr. Martyn asked about a section of fence that was removed. Ms. Graham responded Blackrock Hammock had somebody remove that section of fence where the tree kept pushing it out of the way, so it's now void of fence line.

Mr. Martyn asked about issues with overnight parking. Ms. Graham responded that she has witnessed two vehicles parked near the playground, however those have since been moved.

Lights were installed to deter use of the parking lot and playground after hours. Any cars found parking overnight will be towed at the owner's expense.

Mr. Watson stated the first two wells we did are much more useful than the second two that could be put in. The first two cover a lot more area.

Ms. Blessing stated we are still paying \$21,000 to JEA. We should look into it.

Ms. Graham stated the first one is by the restroom facilities covers a good portion of all of the landscaping on the north side of Heron Isles Parkway. We've got the two on the north side of Heron Isles Parkway and the other two, should the Board decide to do that, would be on the south side of it and it would complete the whole trac along Heron Isles Parkway and the common areas that they affect. I can get quotes to see if anything has changed.

Mr. Watson asked when the vending machine would be installed. Mr. Laughlin responded that he has not heard from the gentleman responsible for the vending machine since it was approved by the Board.

Public Comments

A resident asked if the small sign for the turnaround could be moved closer to the road at the end of Commodore because people are still confused.

Mr. Watson asked if the mailboxes could be painted. Ms. Graham asked that painting be reconsidered once they're cleaned to see if it's still needed.

TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – November 15, 2022 at 5:00 p.m. at Florida State College of Jacksonville, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida

THIRTEENTH 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 Reporting
September 30, 2022

Meeting Date
November 15, 2022



Heron Isles
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
September 30, 2022

	General	Debt Service	Capital Reserve	Total Governmental Funds
ASSETS:				
Cash - Wells Fargo	\$94,256	---	\$92,132	\$186,389
State Board	\$215	---	\$2,020	\$2,234
Custody-Reserves	\$753	---	---	\$753
Custody-Excess Funds	\$203,207	---	---	\$203,207
Investments:				
Series 2017A-1				
Revenue	---	\$48,606	---	\$48,606
Prepayment	---	\$5,428	---	\$5,428
Series 2017A-2				
Reserve	---	\$33,188	---	\$33,188
Electric Deposits	\$1,580	---	---	\$1,580
Assessment Receivable	\$1,240	\$667	---	\$1,907
TOTAL ASSETS	\$301,251	\$87,889	\$94,152	\$483,291
LIABILITIES:				
Accounts Payable	\$6,730	---	---	\$6,730
Accrued Expenses	---	---	---	---
TOTAL LIABILITIES	\$6,730	\$0	\$0	\$6,730
FUND BALANCES:				
Restricted for Debt Service	---	\$87,889	---	\$87,889
Restricted for Capital Reserve	---	---	\$94,152	\$94,152
Nonspendable	\$1,580	---	---	\$1,580
Unassigned	\$292,940	---	---	\$292,940
TOTAL FUND BALANCES	\$294,520	\$87,889	\$94,152	\$476,561
TOTAL LIABILITIES & FUND EQUITY	\$301,251	\$87,889	\$94,152	\$483,291

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/22

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	9/30/22	9/30/22	VARIANCE
Revenues				
Assessments - On Roll	\$412,343	\$412,343	\$418,848	\$6,505
Interest/Misc Revenue	\$10	\$10	\$150	\$140
Access Key Cards	\$100	\$100	\$0	(\$100)
Total Revenues	\$412,453	\$412,453	\$418,998	\$6,545
Expenditures				
<i>Administrative</i>				
Supervisor Fees	\$6,000	\$6,000	\$3,000	\$3,000
FICA Expense	\$459	\$459	\$230	\$230
Engineering	\$4,000	\$4,000	\$10,370	(\$6,370)
Assessment Roll	\$7,500	\$7,500	\$7,500	\$0
Dissemination	\$1,500	\$1,500	\$1,500	\$0
Attorney	\$18,000	\$18,000	\$16,194	\$1,806
Annual Audit	\$3,250	\$3,250	\$3,250	\$0
Trustee Fees	\$3,800	\$3,800	\$3,717	\$83
Management Fees	\$47,694	\$47,694	\$47,694	\$0
Computer Time	\$1,800	\$1,800	\$1,800	\$0
Website Compliance	\$1,200	\$1,200	\$1,200	\$0
Telephone	\$200	\$200	\$145	\$55
Postage	\$800	\$800	\$86	\$714
Printing & Binding	\$1,500	\$1,500	\$383	\$1,117
Rental & Leases	\$120	\$120	\$0	\$120
Meeting Room Rental	\$1,000	\$1,000	\$80	\$920
Insurance	\$14,653	\$14,653	\$13,786	\$867
Legal Advertising	\$5,350	\$5,350	\$1,054	\$4,296
Other Current Charges	\$7,200	\$7,200	\$7,331	(\$131)
Office Supplies	\$100	\$100	\$9	\$91
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative Expenditures	\$126,301	\$126,301	\$119,505	\$6,797
<i>Utilities</i>				
Electric	\$31,740	\$31,740	\$26,492	\$5,248
Water & Sewer	\$64,000	\$64,000	\$29,046	\$34,954
Total Utilities	\$95,740	\$95,740	\$55,538	\$40,202

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/22

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	9/30/22	9/30/22	VARIANCE
Expenditures				
<u>Contract Services</u>				
Landscape Maintenance	\$60,852	\$60,852	\$46,651	\$14,201
Landscape Contingency	\$15,000	\$15,000	\$8,249	\$6,751
Irrigation Maintenance	\$3,000	\$3,000	\$1,490	\$1,510
Lake Maintenance	\$12,900	\$12,900	\$8,803	\$4,097
Janitorial Services	\$7,200	\$7,200	\$6,983	\$217
Trash Removal Services	\$7,440	\$7,440	\$59	\$7,381
Facility Management	\$11,781	\$11,781	\$11,839	(\$58)
Pest Control Services	\$250	\$250	\$347	(\$97)
Holiday Decorations	\$1,500	\$1,500	\$0	\$1,500
Total Contract Services	\$119,923	\$119,923	\$84,422	\$35,501
<u>Repairs & Maintenance</u>				
Facility Repairs	\$7,500	\$7,500	\$5,727	\$1,773
Misc Repairs & Maintenance	\$7,500	\$7,500	\$5,740	\$1,760
Road and Drainage Repairs	\$0	\$0	\$2,385	(\$2,385)
Total Repairs & Maintenance	\$15,000	\$15,000	\$13,852	\$1,148
<u>Reserves</u>				
Capital Reserve - Transfer Out	\$35,489	\$35,489	\$35,489	\$0
Capital Project Improvements	\$20,000	\$20,000	\$20,000	\$0
Total Reserves	\$55,489	\$55,489	\$55,489	\$0
TOTAL EXPENDITURES	\$412,453	\$412,453	\$328,806	\$83,647
EXCESS REVENUES (EXPENDITURES)	\$0		\$90,192	
FUND BALANCE - Beginning	\$0		\$204,328	
FUND BALANCE - Ending	\$0		\$294,520	

Heron Isles

COMMUNITY DEVELOPMENT DISTRICT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>REVENUES:</u>													
Maintenance Assessments	\$0	\$35,097	\$368,449	\$1,236	\$4,636	\$3,089	\$3,633	\$389	\$1,071	\$8	\$0	\$1,240	\$418,848
Interest Income	\$1	\$0	\$0	\$2	\$2	\$1	\$2	\$2	\$2	\$2	\$2	\$134	\$150
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	\$10	\$2	\$1,374	\$418,998
<u>EXPENDITURES:</u>													
<u>Administrative:</u>													
Supervisors	\$0	\$600	\$0	\$0	\$600	\$200	\$0	\$800	\$0	\$0	\$800	\$0	\$3,000
FICA Expense	\$0	\$46	\$0	\$0	\$46	\$15	\$0	\$61	\$0	\$0	\$61	\$0	\$230
Engineering	\$0	\$325	\$0	\$195	\$0	\$260	\$0	\$9,265	\$0	\$0	\$325	\$0	\$10,370
Attorney	\$356	\$1,852	\$538	\$275	\$3,765	\$306	\$27	\$3,685	\$1,656	\$842	\$2,713	\$180	\$16,194
Dissemination	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$1,500
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,717	\$0	\$0	\$3,717
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,250	\$0	\$0	\$0	\$3,250
Assessment Roll Services	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Management Fees	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975	\$47,694
Computer Time	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Website Administration	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Telephone	\$0	\$0	\$0	\$37	\$9	\$0	\$27	\$0	\$0	\$52	\$0	\$20	\$145
Postage	\$10	\$2	\$4	\$6	\$12	\$5	\$0	\$5	\$5	\$5	\$23	\$10	\$86
Printing & Binding	\$13	\$0	\$21	\$0	\$6	\$54	\$2	\$0	\$89	\$32	\$0	\$167	\$383
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	\$432	\$1,054
Other Current Charges	\$148	\$6,599	\$38	\$50	\$47	\$34	\$132	\$33	\$34	\$94	\$23	\$100	\$7,331
Meeting Room Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40	\$0	\$0	\$40	\$0	\$80
Office Supplies	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$6	\$9
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	\$18,239	\$9,384	\$9,092	\$8,334	\$5,264	\$119,505
<u>Maintenance:</u>													
Electric	\$2,203	\$2,145	\$2,139	\$2,087	\$2,203	\$2,197	\$2,195	\$2,200	\$2,220	\$2,267	\$2,303	\$2,334	\$26,492
Water & Sewer	\$3,477	\$3,151	\$2,928	\$2,869	\$1,853	\$1,977	\$1,639	\$1,739	\$1,777	\$2,397	\$2,568	\$2,672	\$29,046
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	\$734	\$734	\$734	\$8,803
Janitorial	\$573	\$580	\$573	\$573	\$573	\$573	\$573	\$573	\$573	\$623	\$623	\$573	\$6,983
Trash Removal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59	\$59
Facility Management	\$982	\$982	\$982	\$982	\$982	\$982	\$982	\$982	\$982	\$1,039	\$982	\$982	\$11,839
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$347	\$0	\$0	\$0	\$0	\$347
Facility Repairs	\$266	\$76	\$251	\$0	\$85	\$89	\$3,136	\$591	\$0	\$129	\$598	\$506	\$5,727
Misc Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$305	\$0	\$5,285	\$0	\$5,740
Road and Drainage Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,385	\$0	\$0	\$2,385
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	\$12,489	\$11,914	\$9,574	\$13,093	\$7,859	\$153,812
Total Expenditures	\$39,769	\$27,683	\$22,557	\$21,042	\$20,657	\$17,098	\$19,269	\$30,728	\$21,298	\$18,666	\$21,427	\$13,123	\$273,317
<u>TOTAL OTHER SOURCES AND USES</u>													
Capital Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,489	\$0	\$35,489
Capital Project Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000
Total Other Sources and Uses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,489	\$0	\$55,489
Excess Revenues (Expenditures)	(\$39,768)	\$7,414	\$345,892	(\$19,804)	(\$16,018)	(\$14,007)	(\$15,634)	(\$30,337)	(\$20,225)	(\$18,657)	\$34,064	(\$11,749)	\$90,192

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2017

Statement of Revenues, Expenditures and Changes in Fund Balance

For The Period Ending 09/30/22

	ADOPTED BUDGET	PRORATED BUDGET 9/30/22	ACTUAL 9/30/22	VARIANCE
Revenues				
Special Assessments - On Roll	\$221,947	\$221,947	\$225,450	\$3,503
Prepayments	\$0	\$0	\$5,428	\$5,428
Interest Income	\$0	\$0	\$65	\$65
Total Revenues	\$221,947	\$221,947	\$230,943	\$8,995
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		(\$4,948)	
FUND BALANCE - Beginning	\$57,790		\$92,837	
FUND BALANCE - Ending	\$63,656		\$87,889	

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL RESERVE

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/22

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	9/30/22	9/30/22	VARIANCE
Revenues				
Capital Reserve Transfer In	\$35,489	\$35,489	\$55,489	\$20,000
Interest Income	\$0	\$0	\$17	\$17
Total Revenues	\$35,489	\$35,489	\$55,506	\$20,017
Expenditures				
Capital Outlay	\$20,000	\$20,000	\$6,784	\$13,216
Repair & Maintenance	\$0	\$0	\$0	\$0
Other Current Charges	\$500	\$500	\$394	\$106
Total Expenditures	\$20,500	\$20,500	\$7,178	\$13,322
EXCESS REVENUES (EXPENDITURES)	\$14,989		\$48,328	
FUND BALANCE - Beginning	\$45,815		\$45,824	
FUND BALANCE - Ending	\$60,804		\$94,152	

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
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Series 2017A-2 Capital Improvement Revenue Bonds	
Interest Rate:	5.00%
Maturity Date:	11/1/36
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$34,125.00
Reserve Balance:	\$34,250.00
Bonds outstanding - 9/30/2018	\$800,000
Less: November 1, 2018	(\$15,000)
Less: May 1, 2019	(\$25,000)
Less: November 1, 2019	(\$5,000)
Less: May 1, 2020	(\$30,000)
Less: May 1, 2020 (Prepayment)	(\$5,000)
Less: November 1, 2020 (Prepayment)	(\$5,000)
Less: May 1, 2021	(\$30,000)
Less: May 1, 2021 (Prepayment)	(\$5,000)
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
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C.

HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022 ASSESSMENT RECEIPTS SUMMARY

ASSESSED	# UNITS ASSESSED	SERIES 2017A1-2 DEBT SERVICE ASSESSED	O&M ASSESSED	TOTAL ASSESSED
NET REVENUE 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	11/01/21	2,580.12	902.82	1,677.30
2	11/22/21	51,407.75	17,988.38	33,419.37
3	12/06/21	547,224.93	191,482.63	355,742.30
4	12/22/21	19,545.56	6,839.30	12,706.26
5	01/06/22	1,901.89	665.50	1,236.39
6	02/07/22	7,131.73	2,495.50	4,636.23
7	03/10/22	4,752.42	1,662.95	3,089.47
8	04/07/22	5,588.48	1,955.50	3,632.98
9	05/09/22	598.32	209.36	388.96
10	06/07/22	-	-	-
TAX CERTS	06/12/22	1,648.15	576.71	1,071.44
INTEREST	07/28/22	12.11	4.24	7.87
COUNTY EXCESS FEES	10/31/22	1,907.00	667.29	1,239.71
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		644,298.46	225,450.18	418,848.28

TOTAL DUE TAX ROLL RECEIPTS	(10,010.49)	(3,502.82)	(6,507.67)
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PERCENT COLLECTED	TOTAL	DEBT	O&M
% COLLECTED TAX ROLL	101.58%	101.58%	101.58%

D.

HERON ISLES
Community Development District

Check Register Summary

7/01/2022 - 9/30/2022

<i>Check Date</i>	<i>Check #'s</i>	<i>Total</i>	<i>Total Amount</i>
General Fund			
7/1/22 - 7/31/22	459-463	\$18,457.72	
8/1/22 - 8/31/22	464-474	\$71,022.50	
9/1/22 - 9/30/22	475-485	\$17,197.40	
Total			\$106,677.62

Autopayments			
7/6/22	JEA Online Payment	\$2,397.33	
7/6/22	FPL Online Payment	\$2,266.78	
8/4/22	JEA Online Payment	\$2,567.96	
8/5/22	FPL Online Payment	\$2,303.41	
9/2/22	JEA Online Payment	\$2,671.68	
9/7/22	FPL Online Payment	\$2,333.80	
Total			\$14,540.96

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/08/22	00014	7/01/22 229	202207 310-51300-34000	JUL MANAGEMENT FEES	*	3,974.50	
		7/01/22 229	202207 310-51300-35110	JUL WEBSITE ADMIN	*	100.00	
		7/01/22 229	202207 310-51300-35100	JUL INFORMATION TECH	*	150.00	
		7/01/22 229	202207 310-51300-31300	JUL DISSEM AGENT SERVICES	*	125.00	
		7/01/22 229	202207 310-51300-51000	OFFICE SUPPLIES	*	.42	
		7/01/22 229	202207 310-51300-42000	POSTAGE	*	4.64	
		7/01/22 229	202207 310-51300-42500	COPIES	*	31.50	
		7/01/22 229	202207 310-51300-41000	TELEPHONE	*	52.31	
GOVERNMENTAL MANAGEMENT SERVICES							4,438.37 000459
7/08/22	00127	7/06/22 2952	202206 310-51300-31500	JUN GENERAL COUNSEL	*	1,656.00	
KE LAW GROUP PLLC							1,656.00 000460
7/14/22	00065	7/01/22 20	202207 320-57200-34100	JUL FAC MANAGEMENT	*	981.75	
RIVERSIDE MANAGEMENT SERVICES, INC.							981.75 000461
7/22/22	00130	6/30/22 73634	202206 320-57200-46500	JUN LAKE MANAGEMENT	*	733.60	
FUTURE HORIZONS, INC							733.60 000462
7/22/22	00125	5/11/22 686387	202205 320-57200-46200	MAY LANDSCAPE MAINTENANCE	*	5,324.00	
		6/10/22 689374	202206 320-57200-46200	JUN LANDSCAPE MAINTENANCE	*	5,324.00	
THE GREENERY, INC							10,648.00 000463
8/12/22	00136	7/31/22 145740	202207 320-57200-61000	EXCAVATE & INVESTIGATE	*	2,385.00	
ALL WEATHER CONTRACTORS							2,385.00 000464
8/12/22	00130	7/31/22 74197	202207 320-57200-46500	JULY LAKE MAINTENANCE	*	733.60	
FUTURE HORIZONS, INC							733.60 000465
8/12/22	00014	7/19/22 230	202207 320-57200-49700	MAINT SUPPLIES	*	129.13	

HIC -HERON ISLES - BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		7/19/22 230	202207 320-57200-34100		*	57.50	
		MAINT SUPPLIES					
		8/01/22 231	202208 310-51300-34000		*	3,974.50	
		AUG MANAGEMENT FEES					
		8/01/22 231	202208 310-51300-35110		*	100.00	
		AUG WEBSITE ADMIN					
		8/01/22 231	202208 310-51300-35100		*	150.00	
		AUG INFORMATION TECH					
		8/01/22 231	202208 310-51300-31300		*	125.00	
		AUG DISSEM AGENT SERVICES					
		8/01/22 231	202208 310-51300-42000		*	22.76	
		POSTAGE					
		8/01/22 231	202208 310-51300-42500		*	.30	
		COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			4,559.19 000466
8/12/22 00111		8/04/22 08042022	202208 300-58100-10000		*	55,489.00	
		FY22 CAP RSV BGT&CAP PROJ					
				HERON ISLES CDD			55,489.00 000467
8/12/22 00132		6/15/22 9	202206 320-57200-46600		*	573.00	
		BIWEEKLY CLEANING					
		7/15/22 10	202207 320-57200-46600		*	623.00	
		BIWEEKLY ROUTINE CLEANING					
				MAGIC TOUCH COMMERCIAL CLEANING CO			1,196.00 000468
8/12/22 00137		5/31/22 47560480	202205 320-57200-34800		*	347.00	
		SENTRICON PEST CONTROL					
				NADERS PEST RAIDERS			347.00 000469
8/12/22 00065		8/01/22 21	202208 320-57200-34100		*	981.75	
		AUG FAC MANAGEMENT					
				RIVERSIDE MANAGEMENT SERVICES, INC.			981.75 000470
8/12/22 00031		7/25/22 6610074	202207 310-51300-32300		*	3,450.00	
		TRUSTEE SE2017 A1 &A2					
		7/25/22 6610074	202207 310-51300-32300		*	267.38	
		INCIDENTAL EXPENSES					
				US BANK			3,717.38 000471
8/29/22 00014		8/17/22 232	202208 320-57200-49700		*	148.33	
		AUG FAC MAINT REPAIRS					
				GOVERNMENTAL MANAGEMENT SERVICES			148.33 000472
8/29/22 00127		8/11/22 3571	202207 310-51300-31500		*	842.25	
		JUL GENERAL COUNSEL					
				KE LAW GROUP PLLC			842.25 000473
				HIC -HERON ISLES - BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/29/22	00132	8/15/22 11	202208 320-57200-46600		*	623.00	
			BIWEEKLY CLEANING				
				MAGIC TOUCH COMMERCIAL CLEANING CO			623.00 000474
9/02/22	00125	8/29/22 695860	202208 320-57200-46250		*	175.74	
			RPLCD IRRIGATION POP UPS				
		8/29/22 695860	202208 320-57200-46250		V	175.74-	
			RPLCD IRRIGATION POP UPS				
		8/29/22 695860	202208 320-57200-46250		V	175.74-	
			RPLCD IRRIGATION POP UPS				
				THE GREENERY, INC			175.74-000475
9/02/22	00110	5/31/22 3084	202205 310-51300-31100		*	6,480.00	
			STORMWATER ANALYSIS CMPLT				
				YURO AND ASSOCIATES, LLC.			6,480.00 000476
9/13/22	00131	8/26/22 08262022	202208 320-57200-49700		*	200.00	
			PRESSURE WASH MAILBOXES				
				BLACKWELDER PRESSURE/SOFT WASHING			200.00 000477
9/13/22	00130	8/31/22 74541	202208 320-57200-46500		*	733.60	
			AUG LAKE MAINTENANCE				
				FUTURE HORIZONS, INC			733.60 000478
9/13/22	00014	9/01/22 233	202209 310-51300-34000		*	3,974.50	
			SEP MANAGEMENT FEES				
		9/01/22 233	202209 310-51300-35110		*	100.00	
			SEP WEBSITE ADMIN				
		9/01/22 233	202209 310-51300-35100		*	150.00	
			SEP INFORMATION TECH				
		9/01/22 233	202209 310-51300-31300		*	125.00	
			SEP DISSEM AGENT SERVICES				
		9/01/22 233	202209 310-51300-51000		*	6.13	
			OFFICE SUPPLIES				
		9/01/22 233	202209 310-51300-42000		*	9.63	
			POSTAGE				
		9/01/22 233	202209 310-51300-42500		*	166.80	
			COPIES				
		9/01/22 233	202209 310-51300-41000		*	20.29	
			TELEPHONE				
				GOVERNMENTAL MANAGEMENT SERVICES			4,552.35 000479
9/13/22	00065	9/01/22 22	202209 320-57200-34100		*	981.75	
			SEP FAC MANAGEMENT				
				RIVERSIDE MANAGEMENT SERVICES, INC.			981.75 000480
				HIC -HERON ISLES - BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/13/22	00138	8/12/22 81222	202208 320-57200-49700	INSTL MAILBOXES & SIGNS	*	250.00	
				SEAN GRAHAM			250.00 000481
9/23/22	00014	9/15/22 235	202209 320-57200-49700	SEP FAC REPAIRS	*	505.59	
		9/15/22 235	202209 320-57200-46700	SEP TRASH RMVL SERVICES	*	59.16	
				GOVERNMENTAL MANAGEMENT SERVICES			564.75 000482
9/23/22	00127	9/08/22 3915	202208 310-51300-31500	AUG GENERAL COUNSEL	*	2,712.69	
				KE LAW GROUP PLLC			2,712.69 000483
9/23/22	00132	9/15/22 12	202209 320-57200-46600	BIWEEKLY CLEANING	*	573.00	
				MAGIC TOUCH COMMERCIAL CLEANING CO			573.00 000484
9/23/22	00110	9/16/22 3152	202208 310-51300-31100	AUG PROFESSIONAL SERVICES	*	325.00	
				YURO AND ASSOCIATES, LLC.			325.00 000485
TOTAL FOR BANK B						106,677.62	
TOTAL FOR REGISTER						106,677.62	

FOURTH ORDER OF BUSINESS

**AGREEMENT BETWEEN HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT AND BRIGHTVIEW LANDSCAPE SERVICES, INC.
REGARDING LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

THIS AGREEMENT ("**Agreement**") is made and entered into this 1st day of September, 2022, by and between:

HERON ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Nassau County, Florida, with a mailing address of c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (hereinafter "**District**"), and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation, with a local address of 1854 West Road, Jacksonville, Florida 32216 (the "**Contractor**," and collectively with the District, the "**Parties**").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including landscaping; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for those lands identified on the location map ("**Services Area Map**"), attached as **Exhibit A** to this Agreement and incorporated by reference herein; and

WHEREAS, Contractor represents that it is qualified to provide such services and has agreed to provide to the District those services identified in **Exhibit B** attached hereto and incorporated by reference herein ("**Scope of Services**").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide lawn and landscape maintenance services within professionally accepted standards. Upon all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in the Scope of Services.

- B. While providing the services identified in the Scope of Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as identified in Section 3 of this Agreement.

3. **SCOPE OF LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES.** The duties, obligations, and responsibilities of the Contractor are described in this Agreement and in the Scope of Services, attached hereto as **Exhibit B**. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District, so long as such services comply with this Agreement and Florida law.

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

- A. Should any work and/or services be required which are not specified in this Agreement or any written amendment, addenda, or work authorization, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District Manager will initially act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
- D. If requested by the District Manager, the Contractor agrees to meet with the District's representative no less than one (1) time per month to walk

the property to discuss conditions, schedules, and items of concern regarding this Agreement.

- E. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- F. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall be obligated to ensure that all trees, plants, or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements, among any other applicable regulations.

5. COMPENSATION.

- A. In exchange for providing the Scope of Services identified in this Agreement, the District shall make twelve (12) monthly payments of Seven Thousand Two Hundred Seventy-Eight Dollars and 00/100 (\$7,278.00) to Contractor, for a total not to exceed Eighty-Seven Thousand Three Hundred Thirty Six Dollars and 00/100 (\$87,336.00) for twelve (12) months (the "**Contract Price**"). Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month and District shall pay said invoice within thirty (30) days.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services.
- C. The District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. **TERM.** This Agreement is effective as of the date first written above and shall continue for a period of twelve (12) months unless terminated pursuant to the provisions of this Agreement. The Agreement shall automatically renew for two additional one year terms unless terminated as provided for herein.

7. **INSURANCE.**

- A. The Contractor, and any subcontractor performing the work described in this Agreement, shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its officers, staff, consultants, agents, and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy

periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

8. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing subcontractor's acceptance of the terms of this Section 8.

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

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

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

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

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

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. Exhibits attached hereto are provided to clarify the terms of the Agreement. To the extent that any terms and provisions of **Exhibit A** or **Exhibit B** conflict with the terms and provisions of this Agreement, this Agreement shall control.

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

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

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

A. If to the District: Heron Isles Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to the Contractor: Brightview Landscape Services, Inc.
1854 West Road
Jacksonville, Florida 32216
Attn: George Rugen

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

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

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Nassau County, Florida.

26. EFFECTIVE DATE. This Agreement shall be on the date first written above and shall remain in effect in accordance with Section 6 above, unless terminated earlier by either of the District or the Contractor in accordance with the provisions of this Agreement.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DLAUGHLIN@GMSNF.COM, (904) 940-5850 X401, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

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

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. PUBLIC ENTITY CRIMES. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of section 287.133(2)(a), *Florida Statutes*.

33. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties execute this agreement as of the day and year first written above.

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Greg Watson

Chairperson, Board of Supervisors

**BRIGHTVIEW LANDSCAPE
SERVICES, INC.**

By:

Print:

Its:

Steven K. Brackin
STEVEN K. BRACKIN
VPGM

Exhibit A: Service Area Map
Exhibit B: Scope of Services

Exhibit A
Maps

HERON ISLES



GREEN HIGHLIGHTED AREAS INDICATE AREAS TO BE MAINTAINED

Heron Isles - Easements for Pond Access

Pond #	Between		Street Name			
1			End of Sunfish Ct			
2	96676	96670	Commodore Point			
3	96638	96634	Commodore Point			
4			End of Cade			
5	96506	96507	Starfish			
6	96596	96590	Commodore Point			
7	96093	96079	Stoney Creek			
8	96198	96197	Stoney Creek			
9	96376	96368	Starfish			
10	96031	96041	Aqua Vista			
11	96087	96077	Outcreek			
12			End of Bass Lane			
13	96369		Commodore Point			
14			Adjacent to Heron Isles Parkway			
15	96043	96059	Graylon Drive - North			
16	96058	96044	Graylon Drive - North			
17			Adjacent to Hero Isles Parkway			
18			DO NOT TREAT - Part of Blackrock Park			
19	95899	95891	Graylon Drive - South			
20	95908	95886	Graylon Drive - South	or	97717	97711
21	97606	97582	Albatross Drive		97618	97612
22	96072	96076	Breezeway Court			
23	96084	96088	Breezeway Court			

Albatross Drive
Albatross Drive

Exhibit B
Scope of Services

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	Certainly (gm)
				Amine 400
E	As needed	L	Brown Patch or other Disease	Heritage G
F	As needed	L	Sedge control	Certainly (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)

BrightView
Landscape Services

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.

BrightView
Landscape Services

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.

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

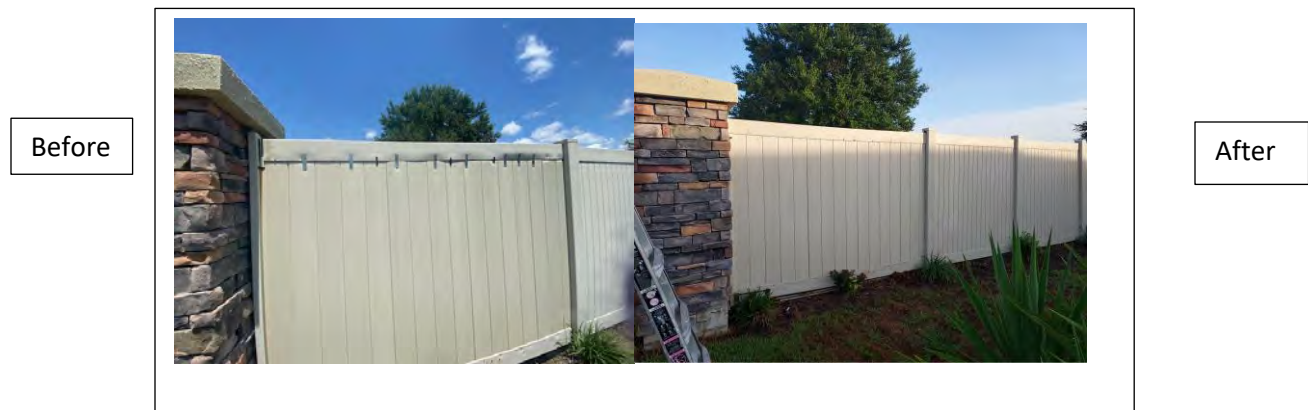
- Provide proposal to elevate canopies for clearance and safety.
- Repair tree wells as needed
- Propose to replace or repair improperly installed or damaged tree stakes
- Provide an extensive plan for preserving and maintaining legacy trees

FIFTH ORDER OF BUSINESS

D.

Heron Isles Community Development District Operations Report November 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 contractor is seeking new panels to replace the existing panels. Until the new panels are obtained and installed, the existing panels will remain in place.



Landscaping:

The agreement with Martex was terminated effective August 31st. During the August Board meeting the proposal from BrightView was accepted. Owners are very pleased with the new landscape contractor.

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. Mowing of pond banks will take place bi-weekly instead of weekly to ensure all ponds are mowed within a reasonable time frame.

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 unexpected issues that arise.

The outdoor latch to the ladies restroom had been broken by someone who apparently did not have an access card. The latch was replaced on the women's and the men's doors. Unfortunately, within 3 days, the latch to the men's restroom was broken off. Another new latch will be obtained and installed.

Replacement Stones for Small Towers: Ted Richardson had reviewed each structure and searched for the stones needed for this job. So far there has been no success in locating the needed stone replacements.

Contact information of the original contractor was obtained and they have expressed an interest in doing the work to install the missing stones. They are busy working on other projects but will provide a quote as soon as possible.

Mailbox Kiosk – Expansion of Parking Area

The structure to cover the mailbox Kiosk was completed. Concrete to the parking area is in place.

Sidewalks

The sidewalk area that had been marked for removal have been removed and the new concrete was poured. Unfortunately, shortly after the concrete was poured, some children chose to write their names or add a design to the concrete.

