Heron Isles Community Development District

February 20, 2024

AGENDA

Heron Isles Community Development District

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

February 13, 2024

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, February 20, 2024 at 5:00 p.m. at Florida State College at Jacksonville, Nassau Center, Room T126 (Nassau Room), 76346 William Burgess Boulevard, Yulee, Florida 32097.

Following is the <u>revised</u> agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of Consent AgendaA. Approval of the Minutes of the November 14, 2023 Meeting
 - B. Financial Statements
 - C. Assessment Receipts Schedule
 - D. Check Register
- IV. Discussion of Easement Access Issues for Maintenance of Pond Banks

V. Staff Reports

- A. Landscape
 - 1. Quality Site Assessment Report
 - 2. Proposal for Erosion Repair
 - 3. Proposal to Cut Back Woodline
- B. District Counsel Discussion of Required Ethics Training and Form 1

- C. District Engineer
- D. District Manager
- E. Field Operations Manager Report
- VI. Supervisors' Requests and Public Comment
- VII. Discussion on Security Matters*
- VIII. Next Scheduled Meeting May 21, 2024, at 5:00 p.m. at Florida State College of Jacksonville, Nassau Center, 76346 William Burgess Road, Yulee, Florida
- IX. Adjournment

* Note: In accordance with Sections 119.071(3)(a) and 281.301, *Florida Statutes*, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.

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, November 14, 2023 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
Nicole Reams	Vice Chairperson
Robert Martyn	Supervisor
Chase Coleman	Supervisor
Wendy Emanuelson by phone	Supervisor

Also present were:

Daniel Laughlin Lauren Gentry Mike Yuro *by phone* Chip Dellinger Terry Glynn District Manager District Counsel District Engineer Field Operations Manager Governmental Management Services

The following is a summary of the discussion and actions taken at the November 14, 2023 meeting.

FIRST ORDER OF BUSINESS Roll Call

Mr. Laughlin called the meeting to order at 5:15 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 August 15, 2023 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. Mr. Laughlin noted the check register totals \$77,083.73.

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

FOURTH ORDER OF BUSINESS Update on BrightView Performance

Mr. Laughlin informed the Board that deficiency letters have been sent to BrightView and partial payments for the months of August and half of September have been withheld. His understanding is that there are still some issues, but there have been improvements.

Mr. Glynn added that staff met with BrightView to discuss the deficiencies and promises were made that there would be improvements. Mr. Dellinger then came on board and halfway through August, BrightView realigned most of their Jacksonville operations and installed a new management team. Since that time staff has seen an improvement in service. There are still areas of improvement needed and District staff still needs to follow up to ensure all services are provided as required, but there has been a vast improvement since the beginning of August.

Mr. Watson stated that BrightView has been warned the Board will not be as lenient as they've been this year and if service declines again, there will be one warning and if it's not improved, steps will be taken to replace them.

Mr. Dellinger informed the Board that there are multiple easements that are obstructed by fences, so the landscape contractor is not using dedicated easements to access ponds 5, 6, 9 and 10. He recommended documenting that in case it becomes an issue in the future.

Ms. Gentry stated that the only place a CDD has legal rights to send its contractors or staff to access the ponds are the areas where easements are marked on the plats, so if a home changes hands and the new homeowner objects to access to the property, the District could potentially be accused of trespassing. She recommended documenting the easements and asking if the homeowner is willing to put in writing that they're willing to allow access, and/or send a letter to the homes in which fences obstruct the easements and put them on notice that they are not permitted by the CDD and they may be required to move it later, if not immediately. She cautioned that it is important to preserve the District's rights because there could be statute of limitations issues if the District needs easement access years down the road but no action was taken when the District learned of the problem.

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The Board agreed they need more information and more time to investigate the issue.

Mr. Dellinger stated that he would create a list of obstructed easements to be discussed at the next meeting.

FIFTH ORDER OF BUSINESS Discussion of Fencing Around Lift Stations

Mr. Watson informed the Board that on two occasions the fencing around the JEA lift station has been damaged. He recommended installing a sturdier fence such as chain link with some kind of mesh to protect the irrigation pump. Armstrong Fence submitted quotes totaling \$4,020 for a black chain link fence with slats, \$3,258 for chain link without the slats, or \$1,700 for a wood fence. Superior Fence & Rail submitted a quote totaling \$2,944 for a chain link without the slats or mesh.

On MOTION by Mr. Watson seconded by Ms. Emanuelson with all in favor the proposal from Superior Fence & Rail for chain link fencing was approved at an amount not to exceed \$3,500 with mesh included.

SEVENTH ORDER OF BUSINESS Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager

There being nothing to report, the next item followed.

D. Field Operations Manager – Report

Mr. Dellinger gave an overview of the operations report, a copy of which was included in the agenda package.

Mr. Glynn informed the Board that he contacted the County regarding trimming the trees along Heron Isles Parkway and cleaning up debris left on Chester and Blackrock.

SEVENTH ORDER OF BUSINESS Supervisor Requests and Public Comment

Supervisor Requests

Mr. Watson stated that the agreement between Hotwire and the developer for exclusive use of the utility easements appears to be indefinite, however he doesn't see how that can be possible.

Ms. Gentry stated that she would look into whether the CDD could grant an easement to another company and provide an update at the next meeting.

Public Comment

A resident asked if instead of having various display boards throughout the community for posting community announcements, if one board can be installed in between the restrooms since the area is lit and monitored.

Ms. Gentry noted the District would want to document the authorization with a license agreement.

On MOTION by Mr. Watson seconded by Ms. Reams with all in favor authorizing the HOA to install a marquee board on CDD property was approved subject to a license agreement.

Mr. Dellinger stated that he would start removing the current display boxes and see if there is anything that would be reusable.

The resident also stated that the restroom key cards have ended up in the HOA's possession, which they are fine with so long as there is no objection by the CDD board. She also requested that a smaller card be used in the future, such as a key fob.

Mr. Dellinger added that the key cards are not being programmed correctly.

Mr. Watson stated that he would like Mr. Dellinger to be responsible for the key cards.

Mr. Dellinger suggested looking into putting an internet router near the restroom area so that he can activate cards onsite for residents.

The Board also discussed methods that can be used to ensure the key cards are current.

EIGHTH ORDER OF BUSINESS Discussion on Security Matters

This item was tabled to the next meeting.

NINTH ORDER OF BUSINESS

Next Scheduled Meeting – February 20, 2024 at 5:00 p.m. at Florida State College of Jacksonville, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida

TENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Community Development District

Unaudited Financial Reporting

December 31, 2023



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Community Development District

Combined Balance Sheet

December 31, 2023

		General Fund	D	ebt Service Fund	Сар	oital Reserve Fund	Totals Governmental Funds			
•										
Assets: Cash:										
	\$	262 400	\$		\$	110 551	\$	201 051		
Operating Account Assessments Receivable	Ф	262,400	Ф	-	Ф	119,551	Ф	381,951		
Due from Other		-		-		-		-		
		-		-		-		-		
Due from General Fund Due from Capital Fund		-		-		-		-		
Investments:										
State Board of Administration (SBA)		2,251		-		2,149		4,400		
Custody - Reserve		787		-		-		787		
Custody - Excess Funds		427,248		-		-		427,248		
Series 2017										
Reserve A1		-		-		-		-		
Reserve A2		-		32,250		-		32,250		
Revenue		-		234,601		-		234,601		
Prepayment		-		250		-		250		
Prepaid Expenses		-		-		-		-		
Deposits		1,580		-		-		1,580		
Total Assets	\$	694,266	\$	267,101	\$	121,700	\$	1,083,067		
Liabilities:										
Accounts Payable	\$	27,286	\$	-	\$	-	\$	27,286		
Accrued Expenses		-		-		-		-		
FICA Payable		-		-		-		-		
Due to Debt Service		-		-		-		-		
Total Liabilites	\$	27,286	\$	-	\$	-	\$	27,286		
Fund Balance:										
Nonspendable:										
Prepaid Items	\$	-	\$	-	\$	-	\$	-		
Deposits		1,580		-		-		1,580		
Restricted for:										
Debt Service		-		267,101		-		267,101		
Capital Project		-		-		-		-		
Assigned for:										
Capital Reserve Fund		-		-		121,700		121,700		
Capital Reserves		-		-		-		-		
Unassigned		665,400		-		-		665,400		
Total Fund Balances	\$	666,980	\$	267,101	\$	121,700	\$	1,055,781		

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2023

	1	Adopted	Pror	ated Budget		Actual		
	Budget			u 12/31/23	Thr	u 12/31/23	V	ariance
Revenues:								
<u>Revenues.</u>								
Special Assessments - Tax Roll	\$	412,343	\$	400,123	\$	400,123	\$	-
Interest IncomeMiscellaneous Income		2,800		700		427		(273
Access Key Cards		100		25		-		(25
Total Revenues	\$	415,243	\$	400,848	\$	400,550	\$	(298
Expenditures:								
General & Administrative:								
Supervisor Fees	\$	4,000	\$	1,000	\$	800	\$	200
PR-FICA		306		77		61		15
Engineering		4,000		1,000		203		798
Attorney		18,000		4,500		3,825		675
Annual Audit		3,460		-		-		
Assessment Administration		7,950		7,950		7,950		
Dissemination Agent		1,590		398		398		
Trustee Fees		3,800		-		-		
Management Fees		53,084		13,271		13,271		
Information Technology		1,908		477		477		
Website Maintenance		1,272		318		318		
Felephone		200		50		8		42
Postage & Delivery		800		200		18		182
Insurance General Liability/Public Officials		21,131		21,131		20,371		760
Printing & Binding		600		150		72		78
Meeting Room Rental		200		50		292		(242
Legal Advertising		3,200		800		272		800
				1,850		6 5 5 4		(4,704
Other Current Charges		7,400				6,554		
Office Supplies		100		25		1		24
Dues, Licenses & Subscriptions		175		175		175		
Fotal General & Administrative	\$	133,176	\$	53,421	\$	54,792	\$	(1,371
<u>Utlities</u>								
Electric	\$	35,750	\$	8,938	\$	8,213	\$	(725
Water & Sewer		14,000		3,500		1,988		(1,512
Subtotal Utlities	\$	49,750	\$	12,438	\$	10,200	\$	(2,237
Contract Services								
Landscape Maintenance (Brightview Landscaping)	\$	87,336	\$	21,834	\$	21,834	\$	
Landscape Contingency		15,000		3,750		-		(3,750
rrigation Maintenance		5,800		1,450		6,568		5,118
Lake Maintenance (Future Horizons)		9,243		2,311		2,201		(11)
anitorial Services (Magic Touch)		7,200		1,800		1,839		39
Frash Removal Services		-		-		-		
Facility Management		13,112		3,278		3,278		
Pest Control Services (Naders Pest Raiders)		350		88		-		(8)
						_		(
Holiday Decorations		1,500		-		-		

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2023

	Adopted		Pror	ated Budget		Actual		
		Budget		Thru 12/31/23		Thru 12/31/23		/ariance
Repair and Maintenance								
Facility Repairs	\$	17,500	\$	4,375	\$	3,951	\$	(424)
Miscellaneous Repairs & Maintenance		7,500		1,875		-		(1,875)
Road and Drainage Repairs		10,000		2,500		-		(2,500)
Subtotal Repair and Maintenance	\$	35,000	\$	8,750	\$	3,951	\$	(4,799)
Reserves								
Capital Reserve - Transfer Out	\$	57,775	\$	-	\$	-	\$	-
Subtotal Reserves	\$	57,775	\$	-	\$	-	\$	-
Total Operations & Maintenance	\$	282,067	\$	55,698	\$	49,871	\$	(5,827)
Total Expenditures	\$	415,243	\$	109,119	\$	104,663	\$	(7,198)
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	291,729	\$	295,886	\$	(7,496)
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	-	\$	291,729	\$	295,886	\$	(7,496)
Fund Balance - Beginning	\$	-			\$	371,093		
Fund Balance - Ending	\$	-			\$	666,980		

Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Total
Revenues:														
Special Assessments - Tax Roll	\$	- \$	28,990 \$	371,132 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	400,123
Interest IncomeMiscellaneous Income		125	129	173	-	-		-	-	-	-	-		427
Access Key Cards		-	-	-	-	-	-	-	-	-	-	-		
Total Revenues	\$	125 \$	29,120 \$	371,305 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	400,550
Expenditures:														
General & Administrative:														
Supervisor Fees	\$	- \$	800 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	800
PR-FICA	Ψ	-	61	-	-	-	-	-	-	-	-	-	-	61
Engineering		-	203		-			-	-	-		-		203
Attorney		620	2,120	1,085	-	-		-	-	-	-	-	-	3,825
Annual Audit		-	-	-	-	-		-	-	-	-	-	-	
AssessmentAdministration		7,950	-	-	-	-	-	-	-	-	-	-	-	7,950
Arbitrage Rebate		-	-		-	-	-	-	-	-	-	-	-	-
Dissemination Agent		133	133	133	-	-	-	-	-	-	-	-	-	398
Trustee Fees		-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees		4,424	4,424	4,424	-	-		-	-	-	-	-	-	13,271
Information Technology		159	159	159	-	-	-	-	-	-	-	-	-	477
Website Maintenance		106	106	106	-	-	-	-	-	-	-	-	-	318
Telephone		8	-	-	-	-	-	-	-	-	-	-	-	8
Postage & Delivery		4	5	9	-	-	-	-	-	-	-	-	-	18
Insurance General Liability/Public Officials		20,371	-	-	-	-	-	-	-	-	-	-	-	20,371
Printing & Binding		6	8	58	-	-	-	-	-	-	-	-	-	72
Meeting Room Rental		292	-	-	-	-	-	-	-	-	-	-	-	292
Legal Advertising		-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges		-	6,554	-	-	-		-	-	-	-	-	-	6,554
Office Supplies		0	0	0	-	-	-	-	-	-	-	-	-	1
Dues, Licenses & Subscriptions		175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$	34,248 \$	14,571 \$	5,974 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	54,792
Utlities														
Electric	\$	2,740 \$	2,754 \$	2,720 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,213
Water & Sewer	-	634	697	657	-	-	-	-	-	-	-	-	-	1,988
Subtotal Utlities	\$	3,373 \$	3,451 \$	3,377 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	10,200
Contract Services														
Landscape Maintenance (Brightview Landscaping)	\$	7,278 \$	7,278 \$	7,278 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	21,834
Landscape Contingency	-	-	-	-	-	-	-	-	-	-	-	-		-
Irrigation Maintenance		-	6,568	-	-	-		-	-	-	-	-	-	6,568
Lake Maintenance (Future Horizons)		734	734	734	-	-	-	-	-	-	-	-		2,201
Janitorial Services (Magic Touch)		613	613	613	-	-	-	-	-	-	-	-		1,839
Trash Removal Services		-	-		-	-	-	-	-	-	-	-		
Facility Management		1,093	1,093	1,093	-	-	-	-	-	-	-	-		3,278
Pest Control Services (Naders Pest Raiders)		-	-	-	-	-	-	-	-	-	-	-		
Holiday Decorations		-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Contract Convi	\$	0717 *	16 205 6	0.717	- \$	*	- \$	- \$	- \$	- \$	- \$	- \$	- \$	25 520
Subtotal Contract Services	2	9,717 \$	16,285 \$	9,717 \$	- >	- \$	- >	- >	- >	- >	- >	- >	- \$	35,720

Heron Isles Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Repair and Maintenance													
Facility Repairs	\$ 244 \$	1,514 \$	2,193 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,951
Miscellaneous Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Road and Drainage Repairs		-	-	-	-	-		-	-	-	-	-	-
Subtotal Repair and Maintenance	\$ 244 \$	1,514 \$	2,193 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,951
Total Expenditures	\$ 34,248 \$	14,571 \$	5,974 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	104,663
Excess (Deficiency) of Revenues over Expenditures	\$ (34,122) \$	14,549 \$	365,331 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	295,886
Other Financing Sources/Uses:													
Transfer In/(Out)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources/Uses	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Net Change in Fund Balance	\$ (34,122) \$	14,549 \$	365,331 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	295,886

Community Development District

Debt Service Fund Series 2017 A1&A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2023

	Adopted	Prorated Budget			Actual		
	Budget		u 12/31/23	Thr	u 12/31/23	Va	riance
Revenues:							
Special Assessments - Tax Roll	\$ 221,531	\$	214,564	\$	214,564	\$	
nterest Income	1,700		425		1,051		626
Fotal Revenues	\$ 223,231	\$	214,989	\$	215,614	\$	626
Expenditures:							
Series 2017A-1							
interest - 11/1	\$ 23,828	\$	23,828	\$	23,828	\$	
Interest - 5/1	23,828		-		-		
Principal - 5/1	100,000		-		-		
Series 2017A-2							
Interest 11/1	14,875		14,875		14,875		
interest - 5/1	14,875		-		-		
Principal - 5/1	35,000		-		-		
Fotal Expenditures	\$ 212,406	\$	38,703	\$	38,703	\$	
Excess (Deficiency) of Revenues over Expenditures	\$ 10,825	\$	176,285	\$	176,911	\$	626
Other Financing Sources/(Uses):							
Transfer In/(Out)	\$ -	\$	-	\$	-	\$	
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	-	\$	
Net Change in Fund Balance	\$ 10,825	\$	176,285	\$	176,911	\$	626
Fund Balance - Beginning	\$ 56,744			\$	90,189		
Fund Balance - Ending	\$ 67,569			\$	267,101		

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2023

	Adopted	Prorat	ed Budget		Actual		
	Budget	Thru 1	2/31/23	Thr	u 12/31/23	Va	riance
Revenues							
Capital Reserve Transfer In	\$ 57,776	\$	-	\$	-	\$	-
Interest	50		13		30		18
Total Revenues	\$ 57,826	\$	13	\$	30	\$	18
Expenditures:							
Capital Outlay	\$ 20,000	\$	-	\$	-	\$	-
Repair and Replacements	-		-		-		-
Other Service Charges	500		125		-		125
Total Expenditures	\$ 20,500	\$	125	\$	-	\$	125
Excess (Deficiency) of Revenues over Expenditures	\$ 37,326			\$	30		
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$ -	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$ 37,326			\$	30		
Fund Balance - Beginning	\$ 121,668			\$	121,670		
Fund Balance - Ending	\$ 158,994			\$	121,700		

Community Development District

Long Term Debt Report

Series 2017A-1 Capital Improvement Revenue Bonds						
Interest Rate:	2.0%-3.375%					
Maturity Date:	11/1/2036					
Reserve Fund Definition	50% of Maximum Annual Debt Servi					
Reserve Fund Requirement	\$81,257.82					
Reserve Fund Balance (1)	81,257.82					
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)					
Less: November 1, 2022 (Prepayment)	(\$5,000)					
Less: May 1, 2023	(\$100,000)					
Less: May 1, 2023 (Prepayment)	(\$5,000)					
Current Bonds Outstanding	\$1,575,000					

(1) Covered by Assured Guaranty Municipal Corp Bond Insurance

Series 2017-A2 Capital Improvement Revenue Bonds							
Interest Rate:	5.00%						
Maturity Date:	11/1/2030						
Reserve Fund Definition	50% of Maximum Annual Debt Serv						
Reserve Fund Requirement	\$34,125						
Reserve Fund Balance	32,250						
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						
Less: November 1, 2022 (Prepayment)	(\$5,000						
Less: May 1, 2023	(\$30,000						
Less: May 1, 2023 (Prepayment)	(\$5,000						
Current Bonds Outstanding	\$595,000						

Total Bonds Outstanding	\$2,170,000



Community Development District

FISCAL YEAR 2024 ASSESSMENT RECEIPTS SUMMARY

ASSESSED	#UNITS ASSESSED	SERIES 2017A-2 DEBT SERVICE ASSESSED	0.8·M	ASSESSED	TOTAL ASSESSED	
NET ASSESSMENTS TAX ROLL	748	221,115.39	oan	412,340.61	633,456.00	
TOTAL NET ASSESSMENTS		221,115.39		412,340.61	633,456.00	
SUMMARY OF TAX ROLL RECEIPTS						
NASSAU COUNTY DISTRIBUTION	DATE RECEIVED	TOTAL RECEIVED	DEB	F SERVICE RECEIPTS	O&M RECEIPTS	
1 2 3 4 5	11/3/23 11/22/23 12/5/23 12/22/23 1/5/24	42,4 537,8 32,2	71.72 64.58 60.96 88.83 46.85	723.16 14,822.77 187,746.80 11,270.80 1,622.04 - - - - -	1,348.56 27,641.81 350,114.16 21,018.03 3,024.81 - - - - - - - -	
TOTAL TAX ROLL RECEIPTS		\$ 619,3	32.94 \$	- 216,185.56	\$ 403,147.38	
TOTAL DUE TAX ROLL RECEIPTS		\$ 14,1	23.06 \$	4,929.83	\$ 9,193.23	
PERCENT COLLECTED % COLLECTED TAX ROLL		TOTAL 97.77%		DEBT 97.77%	0&M 97.77%	

D.

Heron Isles community development district

Fiscal Year 2024

Check Register

Fund	Date	check #'s	Amount	Amount
General Fund				
10/	/1/23 - 10/31/23	600-611	\$31,500.99	
11/	1/23 - 11/30/23	612-617	9,483.64	
12/	1/23 - 12/31/23	618-622	16,599.17	
		TOTAL		\$57,583.8
Autopayments				
10/	/04/23	JEA	\$633.64	
10/	/10/23	FPL	2,739.58	
11/	/02/23	JEA	697.06	
11/	/07/23	FPL	2,753.50	
11/	20/23	IRS TAX PAYMENT	122.40	
	/01/23	JEA	656.85	
	06/23	FPL	2,719.73	
		TOTAL		\$57,583.8
		TOTAL CHECK REGISTER		\$115,167.6

* Fedex Invoices available upon request

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/12/24 *** CHECK DATES 10/01/2023 - 12/31/2023 *** HERON ISLES CDD - GENERAL FUND BANK B HERON ISLES - GF				
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS AMOUNT DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	CHECK AMOUNT #			
10/11/23 00014 9/30/23 258 202310 310-51300-31400 * 7,950.00 FY24 ASSESSMEMT ROLL CERT				
GOVERNMENTAL MANAGEMENT SERVICES	7,950.00 000600			
10/11/23 00014 10/01/23 257 202310 310-51300-34000 * 4,423.67 OCT MANAGEMENT FEES				
10/01/23 257 202310 310-51300-35110 * 106.00 OCT WEBSITE ADMIN				
001/01/23 257 202310 310-51300-35100 * 159.00 0CT INFO TECH				
10/01/23 257 202310 310-51300-31300 * 132.50 OCT DISSEM AGENT SERVICES				
10/01/23 257 202310 310-51300-51000 * .30 OFFICE SUPPLIES				
10/01/23 257 202310 310-51300-42000 * 4.26 POSTAGE				
10/01/23 257 202310 310-51300-42500 * 6.15 COPIES				
10/01/23 257 202310 310-51300-41000 * 7.72 TELEPHONE				
IELEPHONE GOVERNMENTAL MANAGEMENT SERVICES	4,839.60 000601			
10/11/23 00141 10/08/23 7645 202309 310-51300-31500 * 1,577.00 SEPT GENERAL COUNSEL				
	1,577.00 000602			
10/11/23 00132 9/15/23 24 202309 320-57200-46600 * 613.00 BIWEEKLY ROUTINE CLEANING				
MAGIC TOUCH COMMERCIAL CLEANING CO	613.00 000603			
10/11/23 00065 10/01/23 35 202310 320-57200-34100 * 1 092 65				
OCT FACILITY MANAGEMENT OCT FACILITY MANAGEMENT RIVERSIDE MANAGEMENT SERVICES, INC.	1,092.67 000604			
10/25/23 00139 9/01/23 8593956 202309 320-57200-46200 * 6,276.12 SEPT EXTERIOR MAINTENANCE				
BRIGHTVIEW LANDSCAPE SERVICES, INC.	6,276.12 000605			
10/25/23 00005 10/02/23 88760 202310 310-51300-54000 * 175.00 FY24 SPECIAL DISTRICT FEE				
FI24 SPECIAL DISTRICT FEE DEPARTMENT OF ECONOMIC OPPORTUNITY	175.00 000606			
10/25/23 00014 10/18/23 259 202309 320-57200-49700 * 247.20 SEPT FACLILITY MAINT				
10/18/23 259 202309 320-57200-49700 * 129.40 MAINTENANCE SUPPLIES				
MAINIENANCE SUPPLIES GOVERNMENTAL MANAGEMENT SERVICES	376.60 000607			

HIC -HERON ISLES - BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREF *** CHECK DATES 10/01/2023 - 12/31/2023 *** HERON ISLES CDD - GENE BANK B HERON ISLES - G	PAID/COMPUTER CHECK REGISTER RAL FUND F	RUN 2/12/24	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS		AMOUNT	CHECK AMOUNT #
10/25/23 00110 10/11/23 3384 202308 310-51300-31100	*	945.00	
AUG ENGINEERING SERVICES YURO AND ASSOCIATES	S, LLC.		945.00 000608
10/25/23 00115 9/11/23 111423-0 202310 310-51300-44500	*	292.00	
FY24 ROOM RENTAL PREPAY FLORIDA STATE COLLE	GE		292.00 000609
10/25/23 00142 9/14/23 23-00161 202309 310-51300-48000	*	86.00	
NTC OF FY24 MEETINGS JACKSONVILLE DAILY	RECORD C/O		86.00 000610
10/31/23 00139 11/01/23 8649536 202311 320-57200-46200	*	7,278.00	
NOV EXTERIOR MAINTENANCE BRIGHTVIEW LANDSCAF	PE SERVICES, INC.		7,278.00 000611
11/16/23 00130 10/31/23 81052 202310 320-57200-46500 OCT LAKE MANAGEMENT	*	733.60	
OCT LAKE MANAGEMENT FUTURE HORIZONS, INC	1		733.60 000612
11/16/23 00130 9/29/23 80548 202309 320-57200-46500	*	733.60	
SEP LAKE MANAGEMENT FUTURE HORIZONS,INC			733.60 000613
11/16/23 00014 11/01/23 260 202311 310-51300-34000	*	4,423.67	
NOV MANAGEMENT FEES 11/01/23 260 202311 310-51300-35110	*	106.00	
NOV WEBSITE ADMIN 11/01/23 260 202311 310-51300-35100 NOV INFO TECH	*	159.00	
11/01/23 260 202311 310-51300-31300	*	132.50	
NOV DISSEM AGENT SERVICES 11/01/23 260 202311 310-51300-51000	*	.24	
OFFICE SUPPLIES 11/01/23 260 202311 310-51300-42000	*	5.04	
POSTAGE 11/01/23 260 202311 310-51300-42500	*	7.50	
COPIES 11/10/23 261 202310 320-57200-49700	*	243.82	
FACILITY MAINT & SUPPLIES GOVERNMENTAL MANAGE	MENT SERVICES		5,077.77 000614
11/16/23 00141 11/12/23 7897 202310 310-51300-31500 OCT GENERAL SERVICES	*	620.00	
OCT GENERAL SERVICES KILINSKI VAN WYK PL	LC		620.00 000615

HIC -HERON ISLES - BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYA *** CHECK DATES 10/01/2023 - 12/31/2023 *** HERON ISLES CD BANK B HERON I	BLE PREPAID/COMPUTER CHECK REGISTER D - GENERAL FUND SLES - GF	RUN 2/12/24	PAGE 3
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME STATUS	AMOUNT	CHECK AMOUNT #
11/16/23 00132 10/15/23 25 202310 320-57200-46600 BIWEEKLY ROUTINE CLEANING	*	613.00	
11/15/23 26 202311 320-57200-46600	*	613.00	
BIWEEKLY ROUTINE CLEANING MAGIC TOUCH	COMMERCIAL CLEANING CO		1,226.00 000616
11/16/23 00065 11/01/23 36 202311 320-57200-34100	*	1,092.67	
NOV FACILITY MANAGEMENT RIVERSIDE M	ANAGEMENT SERVICES, INC.		1,092.67 000617
12/04/23 00139 10/01/23 8604578 202310 320-57200-46200		7,278.00	
OCT LANDSCAPE MAINT BRIGHTVIEW	LANDSCAPE SERVICES, INC.		7,278.00 000618
12/04/23 00009 11/08/23 11082023 202311 310-51300-49000	*	6,554.00	
FY24 PROPERTY APP FEE NASSAU COUN	TY PROPERTY APPRAISER		6,554.00 000619
12/04/23 00144 11/20/23 38361 202311 320-57200-49700	*	1,472.00	
FENCE INSTALLATION SUPERIOR FE	NCE & RAIL OF NOFL, LLC		1,472.00 000620
12/13/23 00065 12/01/23 37 202312 320-57200-34100		1,092.67	
DEC FACILITY MANAGEMENT RIVERSIDE M	ANAGEMENT SERVICES, INC.		1,092.67 000621
12/13/23 00110 12/07/23 3424 202311 310-51300-31100	*	202.50	
NOV ENGINEERING SERVICES YURO AND AS	SOCIATES, LLC.		202.50 000622
	TOTAL FOR BANK B	57,583.80	
	TOTAL FOR REGISTER	57,583.80	

HIC -HERON ISLES - BPEREGRINO

FOURTH ORDER OF BUSINESS

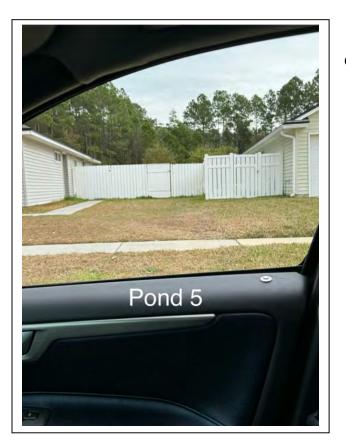
Heron Isles Easment Report

Perpared by Chip Dellinger 2/13/2024





Both owners have fenced over the dedicated easement for pond 3.



Both owners have fenced over the dedicated easement for pond 5.



Both owners have fenced over the dedicated easement for pond 6.



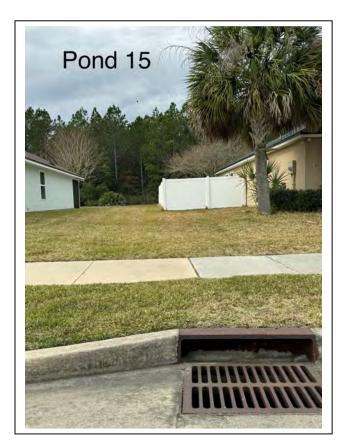
Large shrubs may cause easement access issues at pond 9.



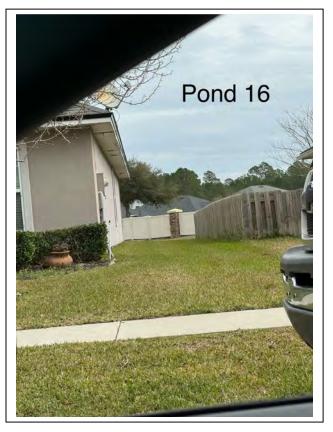
Dedicated easement fenced across by both owners on pond 10.



Non-dedicated easement on Starfish fenced on one side.



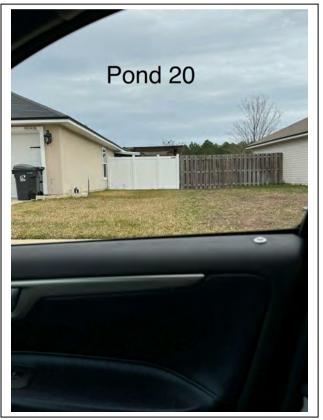
One owner appears to have fenced past dedicated easement for pond 15.



One owner appears to have fenced past dedicated easement for pond 16.



One owner appears to have fenced past dedicated easement for pond 19.



Both owners have fenced over the dedicated easement for pond 20.



Both owners have fenced over the dedicated easement for pond 21.

Heron Isles - Easements for Pond Access

Pond #	Betv	veen	Street Name	-1		
1		En	d of Sunfish Ct			
2	96676	96670	Commodore Point			
3	96638	96634	Commodore Point	12		
4	1	- S P	End of Cade			
5	96506	96507	Starfish			
6	96596	96590	Commodore Point	1.0		
7	96093	96079	Stoney Creek			
8	96198	96197	Stoney Creek	1		
9	96376	96368	Starfish	1		
10	96031	96041	Aqua Vista			
11	96087	96077	Outcreek			
12		En	d of Bass Lane			
13	96	369	Commodore Point			
14		Adjacent t	o 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	4	97618	97612
22	96072	96076	Breezeway Court	1	1.1	
23	96084	96088	Breezeway Court			

FIFTH ORDER OF BUSINESS

A.

1.

BrightView

Quality Site Assessment

Prepared for: Heron Isles CDD

General Information

DATE:	Wednesday, Feb 14, 2024
NEXT QSA DATE:	Friday, Feb 14, 2025
CLIENT ATTENDEES:	
BRIGHTVIEW ATTENDEES:	Royce Peaden

Customer Focus Areas

Entrances and Ponds



Quality you can count on.

QUALITY SITE ASSESSMENT Heron Isles CDD

BrightView 2

Maintenance Items









1 Turf is mostly dormant throughout site. Crew has been checking ponds and turf areas and spot mowing as necessary.

- 2 Turf application scheduled for 2/26 to treat for turf weeds, apply fertilizer, and pre-emergent for control of spring weeds.
- 3 Crew will be focusing on sucker removal. Plants pruned neatly throughout.
- 4 Baiting of fire ant mounds is on-going. Crew treats each week while on site.

QUALITY SITE ASSESSMENT Heron Isles CDD

BrightView k

Maintenance Items





- 5 Crew will be raising plant material for a clear view on monument signs.
- 6 Declined Viburnum were recently removed. These will be scheduled for warranty replacement in late March once the threat is freeze has passed.
- 7 Crew recently string trimmed grass growth along natural areas at amenity and playground areas.



QUALITY SITE ASSESSMENT Heron Isles CDD

BrightView

Recommendations for Property Enhancements









1 Near playground area bank along sidewalk is eroding leaving a drop-off and exposing irrigation piping. Recommend adding soil and Bahia sod to eliminate potential trip hazard.

2 Mulch is wearing thin throughout site. Recommend fresh install of mulch in Spring to help control weed growth, retain moisture for plant material, and to improve aesthetics of bed spaces.

3 Wood line along amenity and playground area is encroaching heavily on turf areas. Recommend push-back of wood line before it shades out turf areas.

4 Indian Hawthorne near bathroom area is declining due to a viral Leaf Spot. Plant material will continue to decline/die out. Recommend removal of plant material and replacement with sod. 2.



Proposal for Extra Work at Heron Isles CDD

Property Name Property Address	Heron Isles CDD 96005 Starlight Ln Yulee, FL 32097	Contact To	Chip Dellinger Heron Isles CDD	
	Tulee, TE 32097	Billing Address	9655 Florida Mining Blvd Bldg 300 Ste305 Jacksonville, FL 32257	
Project Name	Repair of erosion area along sidewalk r	near playground		
Project Description	Fix grade and add sod to remove trip ha	azard		

Scope of Work

QTY	UoM/Size	Material/Description
 1.00	LUMP SUM	Staging, Drive time, site prep, grading
4.00	CUBIC YARD	Soil Install - CY
3.00	EACH	Bahia Install - Pallet

Images

erosion drop-off



For internal use only

SO#	8339721
JOB#	346108392
Service Line	130

Total Price

\$3,148.95

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions r e l a t e d thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- 12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for a the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hid d e n defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- 16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customers expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	Manager	
Signature	Title	
Chip Dellinger	February	14, 2024
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager - Exterior
Signature	Title	
Royce Peaden		February 14, 2024
Printed Name	Date	

Job #: 346108392

SO #:	8339721	Proposed Price:	\$3,148.95

3.



Proposal for Extra Work at Heron Isles CDD

Property Name	Heron Isles CDD	Contact	Chip Dellinger	
Property Address	96005 Starlight Ln Yulee, FL 32097	То	Heron Isles CDD	
		Billing Address	9655 Florida Mining Blvd Bldg 300 Ste305 Jacksonville, FL 32257	
Project Name	Cutback of Woodline to natural edge from	om entrance to end	l of Playground area	
Project Description	scription Cutback of Woodline to natural edge from entrance to end of Playground area			
Scope of Work				

QTY	UoM/Size	Material/Description
40.00	HOUR	Cutback of Woodline to natural edge from entrance to end of Playground area to height of approximately 10'

Debris will be disposed of within natural area per best practices

Images

woodline cutback



For internal use only

 SO#
 8339710

 JOB#
 346108392

 Service Line
 130

Total Price

\$3,024.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions r e l a t e d thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- 12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for a the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise h id d e n defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- 16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	Manager	
Signature	Title	
Chip Dellinger	February	14, 2024
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager - Exterior
Signature	Title	
Royce Peaden		February 14, 2024
Printed Name	Date	

Job #: 346108392

SO #:	8339710	Proposed Price:	\$3,024.00

D.

HERON ISLES CDD

OPERATIONS REPORT

FEBRUARY 20 2024

Prepared by Chip Dellinger

Landscaping

- Irrigation repairs along Heron Isel's Parkway were performed by Brightview.
- The irrigation pump fence has been replaced by Superior Fence and Rail.
- Please see easement access report outlining issues to easement access.
- GMS will be closely monitoring landscaping maintenance as we enter spring season.





Restrooms/Security

- Hose bibs on the outside of bathrooms have been replaced and have a protective lock box now covering them.
- Quote received for upgrading security system.
- Overgrowth has been trimmed back around point to point.
- Internet service has been restored to point to point communicator.
- Door King cards are now able to be programmed and responsibility taken over by Chip.
- Restrooms continue to be cleaned and garbage disposed of by Magic Touch cleaning services.
- The couch and debris have been removed from wooded area around the park by Magic Touch.

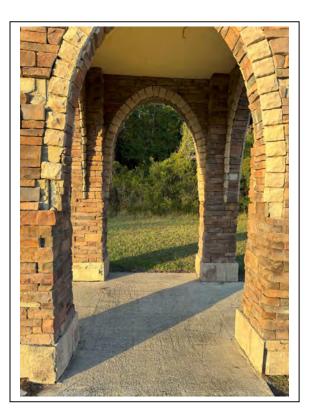


Community Entrance

- Replacement stacked stone has been sourced, purchased, and delivered by GMS.
- Repairs have begun on missing stones from entry

towers.





Conclusion

• If there are any additional concerns or comments, please contact me at cdellinger@gmsnf.com or at 904 631 5135.

