Date Distributed: February 11th, 2019

HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

FEBRUARY 18, 2019
BOARD OF SUPERVISORS MEETING
AGENDA PACKET



HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

PREMIER DISTRICT MANAGEMENT, LLC 3820 Colonial Blvd., Suite 101 • Fort Myers • FL 33966 Telephone: (239) 690-7100 • Email: info@cddmanagement.com

Board of Supervisors Heritage Greens CDD

February 11, 2019

Dear Supervisors,

The regular meeting of the Heritage Greens CDD Board of Supervisors will be held on February 18th, 2019 at 6 P.M. at the Heritage Greens Community Center on 2215 Heritage Greens Drive in Naples, Florida. The Agenda is included in Section five and points of interest are as follows:

- As per usual, enclosed are the regular Meeting Minutes from January 21st and the Financial Statements for January.
- There will be updates on the wall repairs, sign post painting and children at play sign replacement.
- There will be further discussion of replacing the fountain in the front entry with a new fountain or a
- Enclosed are estimates from Envera Systems for virtual security and Ben Thurmond will be there in person to present and answer any questions. Estimates from other virtual security companies should be handed out at the meeting.
- Discussion will be held on dissatisfaction of current security contractor.
- Discussion will also be held regarding explanation of services provided by Premier District Management.

Any supporting documents not enclosed will be distributed at the meeting. The next meeting is scheduled for March 18, 2019, if there are any questions or requests prior to the meeting, feel free to contact me.

Respectfully,

Calvin Teague

District Manager

Heritage Greens CDD Meeting Agenda

February 18, 2019 at 6:00 pm

1. Call to Order and Roll Call	
2. Pledge of Allegiance	
3. Appointment to fill vacancy of Seat 4	
4. Reorganization of the Board	
5. Approval of the Agenda	Page 3
6. Audience Comments on Agenda items	
7. Approval of Meeting Minutes	
A. Regular Meeting Minutes from January 21, 2019	Pages 4-9
8. Old Business	
A. Wall Repair update	
B. Front entry fountain or tree discussion	
C. Discussion of transferring gate sticker process to HOA	
D. Sign post painting and sign cleaning update	
E. Children at play sign replacement update	
F. Website ADA compliance	
9. New Business	
A. Review of Security Options	
i. Envera Systems Q&A Session	Pages 10-19
B. Security Contract Concerns	
C. New IQ Annual Maintenance Contract	Page 20
D. Lighting Proposal	
10. Manager's Report	
A. Financial Statements for period ending January 31, 2019	Pages 21-31
B. FEMA reimbursement update	
C. Discussion on Management Expectations	Pages 32-44
D. Follow-up	
11. Attorney's Report	
12. Engineer's Report	
13. Supervisor's Requests and/or Comments	
14. Audience Comments	
15. Adjournment	

Next Meeting: March 18, 2019 at 6 pm

1	DRAF	г
2 3 4 5 6	MINUTES OF MEETING HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT	
7 8 9	The regular meeting of the Board of Community Development District was held	of Supervisors of the Heritage Greens January 21, 2019 at 6:00 p.m. at the
10	Heritage Greens Community Center, 2215 Her	
11 12 13 14 15 16 17	Present and constituting a quorum: Vacant Barbara Pitts Dorothy Thompson Dale Meszaros	Chair Vice Chair Assistant Secretary Assistant Secretary
19 20 21 22	Not present: Leigh Connor	Assistant Secretary
23 24 25 26 27	Also present were: Cal Teague Residents	District Manager
28	The following is a summary of the actions taken at the January 21, 2019 Heritage	
29	Greens CDD Board of Supervisors meeting.	
30 31 32 33	FIRST ORDER OF BUSINESS The District Manager called the meeting to order	Regular Meeting Call to Order and Roll Call er and called the roll. All were present for
34	today's meeting except Supervisor Connor.	
35 36 37	SECOND ORDER OF BUSINESS This item having been addressed, the next Ore	Pledge of Allegiance der of Business followed.
38 39		

40 41	THIRD ORDER OF BUSINESS A None currently.	ppointment to Fill Vacancy of Seat 4
42 43 44 45 46 47	A. Resolution 2019-03 Tabled until vacancy is filled. FIFTH ORDER OF BUSINESS A	eorganization of the Board
48	The Agenda was presented with security compar	ny concerns being added as follows:
49 50	Item 9 G - Security Company Compa	oncerns.
51 52 53 54	On MOTION by Supervisor Thom Pitts with all in favor, the Agenda was	
55 56		audience Comments on Agenda
57 58	There being none, the next Order of Business fol	
59 60 61 62	SEVENTH ORDER OF BUSINESS A. Regular Meeting Minutes from December Meeting Minutes from December 3, 2018 were processed in the process of th	
63 64 65	On MOTION by Vice Chair Pitts se with all in favor, the Regular Meetin 2018 meeting were approved as pr	ng Minutes from the December 3,
66	EIGHTH ORDER OF BUSINESS	Old Business
67 68 69	A. Wall Repair Estimates Two proposals were received, and the Board sel	The property of the control of the c
70	Maintenance for a not to exceed amount of \$11,0	000. The bid was for \$10,015 but the
71	Board wanted a "gap" to be filled in with a new se	ection of wall or fence. The Board also
72	asked that the guardhouse be included when po	wer washing the wall before painting as
73	well as including the two Heritage Greens signs.	The only concern expressed was that
74	all projects be coordinated with the HOA since the	ney are currently working on the
75	landscaping at the front entrance. Staff will work	with Supervisor Meszaros on this as
76	needed.	

On MOTION by Supervisor Thompson	seconded by Vice Chair
Pitts with all in favor, the estimate	
Maintenance was approved for an amou as above.	unt not to exceed \$11,000

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77 78 79

B. FPL LED Changeout Program Update

83 This has been completed.

84 85

C. Roadway Striping Update

This has been completed as well.

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D. Front Gate Area Sign Replacement Update

89 Completed.

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E. Front Entry Fountain or Tree Discussion

- No decision was made and was tabled at this time. The Board did ask that some temporary landscaping be used in the interim until a decision can be made.
- Regarding the fountain, the Board wished to have this considered Surplus Material.

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On MOTION by Vice Chair Pitts seconded by Supervisor Meszaros with all in favor, declaring the fountain Surplus Material was approved.

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NINTH ORDER OF BUSINESS

New Business

- 103 A. Discussion of Transferring Gate Sticker Process to HOA
- Vice Chair Pitts is working on this but until accomplished, all will remain as is with Vice
- 105 Chair Pitts taking the lead.

106 107

B. Sign Post Painting and Sign Cleaning Estimates

- 108 The Proposal from D&G Sealcoating to paint all the sign posts, both decorative and
- U-channel posts was approved for the amount of \$2,770. Specifically, there are 32
- specialty and 34 U-channel posts. They decided, however, not to paint the speed bump
- posts. The color is to be matte black or wrought iron. Supervisor Meszaros will take
- 112 charge on this project.

113

Thompson with all in favor, the proposal from D&G Sealcoating was approved for \$2,770. C. Children at Play Sign Replacement Estimates Three bids were received for the three needed signs, which ranged from \$57 to \$100 but the \$100 bid included installation. Supervisor Thompson will order the signs and have them installed. D. Street Cleaning for Drainage Purposes The Board agreed to have Precision Cleaning clean the streets to keep the acorns out of the drainage system. The cost for 2 months with 2 sweeps is \$285/sweep or \$570/month. On MOTION by Vice Chair Pitts seconded by Supervisor Meszaros with all in favor, the Proposal from Precision Cleaning to have street cleaning performed x4 over the next 60-day period was approved. E. Security Cameras The District Manager reported that a Proposal was received from New IQ as well as the option of buying direct from Zmodo, which is the current camera system being used.		
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27	122 123 124	The Board agreed to have Precision Cleaning clean the streets to keep the acorns out
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On MOTION by Vice Chair Pitts seconded by Supervisor Meszaros with all in favor, the use of Zmodo to replace and update the cameras for an amount not to exceed \$1,000 was approved. F. HOA Landscaping Concerns	139	might not work.
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The property of the second contribution of the s	142 143	with all in favor, the use of Zmodo to replace and update the
110 110 20010 0000000000000000000000000		DE DE LE STANDE L'ANDREAD DE L
by the HOA Landscape Committee. Suzanne Rivara was in attendance and		
as stated earlier, the main concern remains that the CDD coordinate with the		

HOA as the HOA is re-landscaping the front entrance.

149

150		 The Board had questions about a fire hydrant at the front entrance. Staff will
151		check with the County regarding this hydrant.
152 153 154	G.	Security Concerns with Security Company Many concerns have been expressed regarding the security company
155		including guards being late, guards leaving early, etc., and after discussion,
156		the Board agreed to consider a virtual or remote guard security company from
157		dusk to dawn. Staff will obtain estimates from several vendors.
158		 In addition, the gate barrier arm, which needed adjustment has been taken
159		care of.
160 161 162 163	A.	H ORDER OF BUSINESS Manager's Report Financial Statements for Period Ending December 31, 2018 nancial statements for period ending December 31, 2018 were presented.
164 165 166 167 168		On MOTION by Supervisor Thompson seconded by Vice Chair Pitts with all in favor, the financials for period ending December 31, 2018 were accepted.
169 170	B. This r	FEMA Reimbursement Update emains pending but the adjuster who felt he could get the insurance company to
171	pay c	hanged his mind and did not wish to pursue this further due to the claim being so
172	small	
173 174 175	C. The D	Website ADA Compliance Update District Manager reported that the CDD remains vulnerable to future lawsuits and
176	Prem	ier District Management does not have the time or expertise to bring this into
177	comp	liance. Therefore, several firms have been asked to provide a quote to bring the
178		ites into compliance as well as to maintain them on an ongoing basis. It appears
179	that th	ne initial cost will be between \$2,500 and \$3,000 with the ongoing maintenance fee

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ELEVENTH ORDER OF BUSINESS Attorney's Report

There being none, the next Order of Business followed.

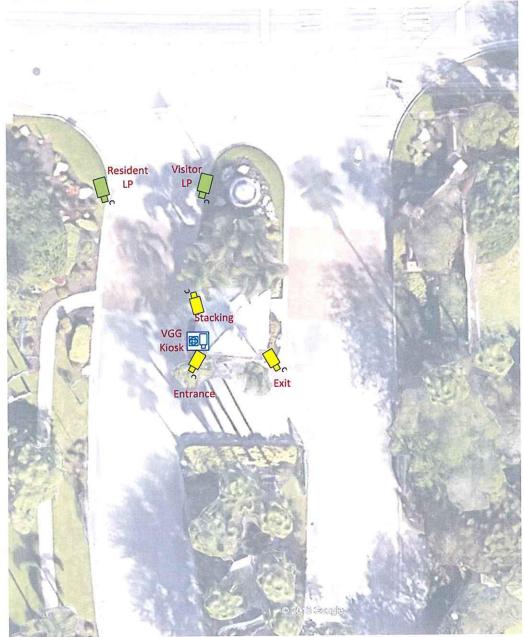
184

being \$100/month. Supervisor Thompson will take the lead to look at other options.

185 186 187	TWELFTH ORDER OF BUSINESS Engineer's Report There being none, the next Order of Business followed.
188 189	THIRTEENTH ORDER OF BUSINESS Supervisors' Requests and/or Comment
190	 Supervisor Meszaros asked for a list of responsibilities, i.e., what are the Board members responsible for, which the District Manager explained.
191	
192	Supervisor Meszaros will, therefore, be responsible for all construction
193	projects.
194	 Supervisor Thompson advised that she will be responsible for the signage,
195	the website as well as serving as the security liaison.
196	 Vice Chair Pitts will handle the gate sticker program for now.
197	 Supervisor Connor will be assigned at the next meeting.
198	
199 200	FOURTEENTH ORDER OF BUSINESS Audience Comments (Limited to 3 per speaker)
201 202	 Former Supervisor Jordan reported on a Stop sign at Avian Court as
203	well as a sink hole, which he has observed. Supervisor Meszaros wi
204	take a look at these.
205	 Suzanne Rivara commented on a pepper bush just west of the
206	conservation area.
207 208 209 210	FIFTEENTH ORDER OF BUSINESS Adjournment There being no further Orders of Business, and
211 212 213 214	On MOTION by Vice Chair Pitts seconded by Supervisor Thompson with all in favor, the meeting was adjourned at 7:39 p.m.
215 216	Secretary/Assistant Secretary Chair/Vice Chair
	and the second s



Heritage Greens
Virtual Gate Guard – Main Vehicle Entrance



Installation of a new Virtual Gate Guard System:

- Kiosk w/ Automatic DL Scanner & Face Camera
- Visitor License Plate Recognition Camera
- Resident License Plate Recognition Camera
- 4MP Cameras for Entrance Gate, Exit Gate, & Stacking





OPTION 1

VIRTUAL GATE GUARD SYSTEM

MONITORED FOR 10 HOURS PER DAY

The following proposal is for the installation of an Envera Systems Virtual Gate Guard at Heritage Greens CDD in Naples, Florida to be monitored for the hours of 7pm – 5am every day. The gates will remain open for all other hours.

Quotation



Quote #:

Q-03854-1 2/6/2019

Date: Expires On:

6/30/2019

Envera Systems Next Generation Security

Next Generation Security 4171 W Hillsboro Blvd Ste 7 Coconut Creek, FL 33073

Phone: (855) 936-8372 | Email: info@enverasystems.com

Prepared for

Heritage Greens CDD Heritage Greens Dr & Immokalee Rd Naples, Florida 34119

SECURITY CONSULTANT	PHONE	EMAIL
Ben Thurmond	+1 2395957396	bthurmond@enverasystems.com

INSTALLATION INVESTMENT

Main Entrance - 10 Hour Monitoring Virtual Gate
Custom Per Monitoring 7pm-5am Daily

QTY	PRODUCT	INSTALL INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic Driver's License Recognition	
1	NVR iFT - 16 IP Channels, 6TB	
1	NVR iFT 6TB HDD	
2	Ground Loop - Reno Detector Harness	
1	Traffic Light - Red/Green	
3	Outdoor Bullet Camera - 4MP	
2	License Plate Camera - 2 MP	
1	8' Post	
1	Bore Setup	
80	Bore	
40	Trenching & Backfilling	
45	Conduit	
700	Wire	
1	Equipment Rack - (Floor)	
1	16' Aluminum 4 X 4 Pole	
1	iBoot Bar	
1	Battery Backup Rack Mount 1000VA/900W	
1	Fortigate Router	
	Main Entrance - 10 Hour Monitoring Virtual Gate Guard TOTAL:	\$17,071.61

Installation Investment Total: \$17,071.61

Third Party Financing Option (60 Month Term)

- Estimated Monthly Payment: \$459.23
- Subject to Credit Approval
- \$300 Documentation Fee & First 2 Months Required at Signing

MONTHLY INVESTMENT

Main Entrance - 10 Hour Monitoring Virtual Gate
Guard

Custom Per Monitoring 7pm-5am Daily

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic Driver's License Recognition	\$750.00	\$750.00
1	Service & Maintenance Plan	\$181.15	\$181.15
527	Per Home (Address) Monitoring - Custom Hours*	\$3.00	\$1,581.00
	Main Entrance - 10 Hour Monitoring Virtual Gate (Guard TOTAL:	\$2,512.15

Monthly Investment Total: \$2,512.15

Service & Maintenance Plan

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system
 parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will
 only charge cost for system parts and materials.
- Ground loops are warrantied for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
 - Envera will perform system checks of all cameras on a daily basis.
 - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
 - Envera will perform a full system check whenever a technician is onsite.
 - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act
 of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other
 cause beyond the control of Envera, including interruption of electrical power or internet service.

Terms & Conditions

- Community will be responsible for all required internet lines with minimum of 5MB upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.
- If purchasing a Virtual Gate Guard or Access Control System, Community will be responsible for providing a list of all
 residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:
 - *Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
 - Installation of the equipment will take approximately six weeks to complete and fully test
 - Envera's Implementation Team will provide a resident orientation session
 - Once the system is activated and on-line, Envera will conduct a "soft opening" giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
 - After the soft opening period expires, all guests will be verified before being granted entry into the community
 - Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management
- Minimum 36-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Deposit due at signing equal to 50% of installation costs and two (2) months of the monthly services costs prior to Envera scheduling work. Envera will give an additional 3% discount on installation if 100% of installation is paid within 7 days of

- signing. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.



OPTION 2

VIRTUAL GATE GUARD SYSTEM

MONITORED FOR 24 HOURS PER DAY

The following proposal is for the installation of an Envera Systems Virtual Gate Guard at Heritage Greens CDD in Naples, Florida to be monitored 24 hours per day.

This option would allow the gates to remain closed at all times and only opened for authorized visitors of the community and/or golf club.

Quotation



Quote #: Date: Expires On: Q-02810-1 2/6/2019 6/30/2019

Envera Systems Next Generation Security

Next Generation Security 4171 W Hillsboro Blvd Ste 7 Coconut Creek, FL 33073

Phone: (855) 936-8372 | Email: info@enverasystems.com

Prepared for

Heritage Greens CDD Heritage Greens Dr & Immokalee Rd Naples, Florida 34119

SECURITY CONSULTANT	PHONE	EMAIL
Ben Thurmond	+1 2395957396	bthurmond@enverasystems.com

INSTALLATION INVESTMENT

Main Entrance - 24 Hour Monitoring Virtual Gate Guard

QTY	PRODUCT	INSTALL INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic Driver's License Recognition	
1	NVR iFT - 16 IP Channels, 6TB	
1	NVR iFT 6TB HDD	
2	Ground Loop - Reno Detector Harness	
1	Traffic Light - Red/Green	
3	Outdoor Bullet Camera - 4MP	
2	License Plate Camera - 2 MP	
1	8' Post	
1	Bore Setup	
80	Bore	
40	Trenching & Backfilling	
45	Conduit	
700	Wire	
1	Equipment Rack - (Floor)	
1	16' Aluminum 4 X 4 Pole	
1	iBoot Bar	
1	Battery Backup Rack Mount 1000VA/900W	
1	Fortigate Router	
	Main Entrance - 24 Hour Monitoring Virtual Gate Guard TOTAL:	\$17,071.6

Installation Investment Total: \$17,071.61

Third Party Financing Option (60 Month Term)

- Estimated Monthly Payment: \$459.23
- Subject to Credit Approval
- \$300 Documentation Fee & First 2 Months Required at Signing

MONTHLY INVESTMENT

Main Entrance - 24 Hour Monitoring Virtual Gate Guard

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic Driver's License Recognition	\$750.00	\$750.00
527	Per Home (Address) Monitoring - 24 Hours*	\$10.00	\$5,270.00
1	Service & Maintenance Plan	\$181.15	\$181.15
	Main Entrance - 24 Hour Monitoring Virtual Gate	Guard TOTAL:	\$6,201.15

Monthly Investment Total: \$6,201.15

Service & Maintenance Plan

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system
 parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will
 only charge cost for system parts and materials.
- Ground loops are warrantied for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
 - Envera will perform system checks of all cameras on a daily basis.
 - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
 - Envera will perform a full system check whenever a technician is onsite.
 - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act
 of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other
 cause beyond the control of Envera, including interruption of electrical power or internet service.

Terms & Conditions

- Community will be responsible for all required internet lines with minimum of 5MB upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.
- If purchasing a Virtual Gate Guard or Access Control System, Community will be responsible for providing a list of all
 residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:
 - *Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
 - Installation of the equipment will take approximately six weeks to complete and fully test
 - Envera's Implementation Team will provide a resident orientation session
 - Once the system is activated and on-line, Envera will conduct a "soft opening" giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
 - After the soft opening period expires, all guests will be verified before being granted entry into the community
 - Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management
- Minimum 36-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Deposit due at signing equal to 50% of installation costs and two (2) months of the monthly services costs prior to Envera scheduling work. Envera will give an additional 3% discount on installation if 100% of installation is paid within 7 days of

- signing. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.



SECURITY SOLUTIONS PRICING SUMMARY

CLIENT:

HERITAGE GREENS CDD

10 HOURS PER DAY OPTION

AREA:	MAIN COMMUNITY ENTRANCE	INSTALLATION COST	MONTHLY COST
	Virtual Gate Guard Service/Maintenance, Monitoring & App Access for 527 Homes	\$17,071.61	\$2,512.15
	1ST YEAR ANNUAL COST (INCLUDES INSTALLATION)		
	\$47,217.41	-	
	ONGOING ANNUAL COST		

24/7 OPTION

\$30,145.80

	The state of the s		
AREA:	MAIN COMMUNITY ENTRANCE	INSTALLATION COST	MONTHLY COST
	Virtual Gate Guard Service/Maintenance, Monitoring & App Access for 527 Homes	\$17,071.61	\$6,201.15
	1ST YEAR ANNUAL COST (INCLUDES INSTALLATION)		
	\$91,485.41		
	ONGOING ANNUAL COST		
	\$74,413.80		

The monthly costs listed here do not include sales tax. Sales tax is not applicable to the installation cost.

Invoice



New IQ, LLC Bonita Springs, Fl. 34135 239 919-5654

28210 Old US 41 Suite 305

Date	Invoice #
3/1/2019	21495
P.O. No.	Terms
Year 2017	Due on receipt

Heritage Greens - CDD	
C/O: Premier District Management	
3820 Colonial Blvd., Suite 101	
Fort Myers, FL 33966	

Description	Quar	ntity	Rate	Amount
Equipment List for the Gate System (Entry & Exit): (1) Linear AE-2000Plus - Tele-Phone Entry System (2) LiftMaster Mega-Arm Operators (One Visitor - One Resident) independent Entry (15' Ar (2) LiftMaster Mega-Arm Operators connected Master/Slave (15' Arms) (2) LiftMaster CSW24U Swing Gate Operator (Master) (2) LiftMaster CSW24U Swing Gate Operator (Slave) (3) Loop Detectors - (5) Shadow/Safety & (1) Free Exit (4) EVAC - Emergency Vehicle Access Receiver The annual maintenance will include • Four (4) hour response time. (Does not mean problem fixed within 4 hours) • Monthly - equipment cleaning, adjustments, tests and safety checks of all gate system equ • Battery backup tests, belt and pulley checks, and adjustments to open and close limits • Basic Programming for the Tele-Entry. (Up to 30 requests per Month) - \$5 each for any arequest (Does not include Data Base rebuilds) • All labor associated with the general monthly maintenance The annual maintenance does "not" include • Parts of any kind or labor to install them • Systems or equipment not listed above Damage caused by acts of God (i.e. Lightning, Hurricane, Flood, etc.), or FPL power surg • Damage or failures caused by Vandalism or Negligence (i.e. Vehicle hitting gates, people through negligence, etc.) • Actual Gate Frame/Leaf, posts, and pedestals • Video Surveillance Equipment (Can be added for an additional \$360 per year) Annual "Preventative" Maintenance Agreement Services - For Equipment Listed Above	ipment dditional	1	1,540.00	1,540.00
Thank You for using New IQ, LLC	Total			\$1,540.00
	Payments	/Cre	dits	\$0.00
	Balance	e Du	ıe	\$1,540.00

HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

Financial Report

January 31, 2019 unaudited

Prepared by:Premier District Management

Balance Sheet Heritage Greens Community Development District January 31, 2019

GENERAL FUND

	-	

<u>ASSETS</u>	
Cash - Iberia Operating Investments - Iberia - MMA Prepaid Items	73,408.40 331,344.11 4,325.32
TOTAL ASSETS =	409,077.83
LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts Payable	4,486.91
TOTAL LIABILITIES	4,486.91
FUND BALANCES	
Nonspendable Prepaid Items	4,325.32
Assigned Reserves - Drainage Reserves - Fountains Reserves - Irrigation System Reserves - Roads and Sidewalks Reserves - Signage Reserves - Wall Painting Reserves - Wall Replacement Operating Reserves	6,000.00 5,500.00 7,500.00 53,028.00 1,000.00 6,000.00 12,786.00 58,697.00
Unassigned Unassigned	249,754.60
TOTAL FUND BALANCES	404,590.92
TOTAL LIABILITIES AND FUND BALANCES	409,077.83

Statement of Revenues, Expenditures and Changes in Fund Balances Heritage Greens Community Development District For the Period Ending January 31, 2019

General Fund

ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD BUDGET	YTD ACTUAL	Variance	% ANNUAL BUDGET	JAN 31,2019 Actual
ACCOUNT DESCRIPTION	20002					
Revenues				590	(151)	402
Interest Income	500	167	757 85	590 85	(151)	85
Interest - Tax Collector	0	0		1,337	(167)	450
Gate Stickers/Cards	1,000	333	1,670	138,839	(90)	11,882
Special Assmnts- Tax Collector	242,904	80,968	219,807	(1,398)	(48)	(343)
Special Assmnts- Discounts	(9,716)	(3,239)	(4,636) 2,364	2,364	(40)	(0-0)
Other Miscellaneous Revenues		0				
Total Revenues	234,688	78,229	220,047	141,817	(94)	12,476
Expenses						
<u>Administrative</u>			4.000	400	25	200
P/R-Board Of Supervisors	4,800	1,600	1,200	400 (85)	52 52	70
Payroll-Processing Fees	456	152	237 121	(85)	33	38
Employment Taxes	368	123	121	333	0	0
Profserv-Engineering	1,000	333	1,268	66	32	163
Profserv-Legal Services	4,000	1,333	1,200	(108)	0	0
Litigation Expenses	0		14,513	(642)	35	3,468
Profserv-Mgmt Consulting Serv	41,613	13,871 1,215	219	996	6	0,400
Profserv-Property Appraiser	3,644	1,876	1,449	427	26	483
Profserv-Special Assessment	5,628 650	217	167	49	26	56
Profserv-Web Site Development	3,000	1,000	0	1,000	0	0
Auditing Services	1,500	500	ő	500	Ŏ	Ō
Postage And Freight	8,500	2,833	2,320	514	27	541
Insurance - General Liability	1,000	333	2,520	333	0	0
Printing And Binding	1,500	500	221	280	15	Ō
Legal Advertising	1,500	0	60	(60)	0	Ō
Misc-Bank Charge	4,855	1,618	4,303	(2,685)	89	231
Misc-Assessmnt Collection Cost	100	33	4,505	33	Ö	0
Office Supplies	175	58	175	(117)	100	0
Annual District Filing Fee Total Administrative	82,789	27,595	26,361	1,236	32	5,250
I otal Administrative	02,703	21,000	20,001	.,		
Public Safety	4 550	F47	0	517	0	0
Contracts-Gate Maintenance Service	1,550	517	986	19	33	348
Contracts-Cleaning Services	3,016	1,005	966	117	0	0
Contracts-HVAC	350	117	13,191	5.143	24	4,397
Contracts-Security Services	55,000 1,200	18,333 400	687	(287)	57	481
Contracts-Gates	1,500	500	561	(61)	37	424
Communication - Telephone	2,000	667	532	134	27	78
Electricity - Entrance	700	233	280	(47)	40	65
Utility - Water & Sewer	3,500	1,167	1,876	(709)	54	1,470
R&M-Gate	3,300	1,107	1,010	(,)		₩.

Statement of Revenues, Expenditures and Changes in Fund Balances Heritage Greens Community Development District For the Period Ending January 31, 2019

General Fund

	ANNUAL	YTD	YTD	- 19	% ANNUAL	JAN 31,2019
ACCOUNT DESCRIPTION	BUDGET	BUDGET	ACTUAL	Variance	BUDGET	Actual
R&M-Gatehouse	2,000	667	60	607	470	0
Op Supplies - Gate Stickers	600	200	1,065	(865)	178	40
Op Supplies - Gatehouse	600	200	40	160		
Public Safety	72,016	24,006	19,278	4,728	27	7,303
Landscape						_
Contracts-Landscape	19,800	6,600	3,300	3,300	17	0
Contracts-Preserve Management	1,760	587	880	(293)	50	880
Electricity - Irrigation	2,200	733	783	(50)	36	165
R&M-Canals	4,700	1,567	0	1,567	0	0
R&M-Fountain	2,516	839	350	489	14	0
R&M-Renewal and Replacement	3,000	1,000	0	1,000	0	0
R&M-Grounds	3,000	1,000	0	1,000	0	0
R&M-Irrigation	1,500	500	400	100	27	0
R&M-Preserves	100	33	146	(112)	146	0
Misc-Special Projects	3,344	1,115	00	1,115	0_	0
Landscape	41,920	13,974	5,859	8,116	14	1,045
Road and Street Facilities						458-5-100 ZHIN
Electricity - Streetlighting	10,500	3,500	4,475	(975)	43	887
R&M-Drainage	1,550	517	0	517	0	0
R&M-Sidewalks	3,500	1,167	6,900	(5,733)	197	0
R&M-Roads & Alleyways	2,000	667	3,925	(3,258)	196	0
Traffic Signage Rehabilitation	1,400	467	0	467	0	0_
Total Road and Street Facilities	18,950	6,318	15,300	(8,982)	81	887
Capital Expenditures & Projects						
Capital Outlay	3,000	1,000	0	1,000	0	0
Reserve - Roadways	16,013	5,338	0	5,338_	0	0
Total Capital Expenditures & Projects	19,013	6,338	0	6,338	0	0
Total Expenses	234,688	78,231	66,798	11,436	28	14,485
Excess Revenue Over (Under) Expenditures	0	(2)	153,249	130,381	0	(2,009)

Statement of Revenues, Expenditures and Changes in Fund Balance Heritage Greens Community Development District For the Fiscal Year Ending September 30, 2019

General Fund - Trend Report

	OCT Actual	NOV Actual	<u>DEC</u> Actual	JAN Actual	<u>FEB</u> Budget	MAR Budget	APR Budget	MAY Budget	<u>JUN</u> <u>Budget</u>	<u>JUL</u> <u>Budget</u>	AUG Budget	<u>SEP</u> Budget	Annual Budget	Year to Date Actual
Revenues	120				40	40	40	42	42	42	42	42	500	757
Interest Income	0	0	355	402	42 0	42 0	42 0	0	0	0	0	0	0	85
Interest - Tax Collector	0	0	900	85 450	83	83	83	83	83	83	83	83	1,000	1,670
Gate Stickers/Cards	320 0	119,311	88,614	11,882	20,242	20,242	20,242	20,242	20,242	20,242	20,242	20,242	242,904	219,807
Special Assmnts- Tax Collector	U	119,511	00,014	11,002	20,272	20,2-12								
Special Assmnts- Discounts	0	(778)	(3,516)	(343)	(810)	(810)	(810)	(810)	(810)	(810)	(810)	(810)	(9,716)	(4,636)
Other Miscellaneous	231	2,133	Ó	Ó	` ó	` ó	Ó	0	0	0	0	0	0	2,364
Revenues														•
Total Revenues	551	120,666	86,353	12,476	19,557	19,557	19,557	19,557	19,557	19,557	19,557	19,557	234,688	220,047
Expenses														
Administrative												400	4 000	4.000
P/R-Board Of Supervisors	800	0	200	200	400	400	400	400	400	400	400	400	4,800 456	1,200 237
Payroll-Processing Fees	38	38	91	70	38	38	38	38	38	38	38 31	38 31	368	121
Employment Taxes	66	0	17	38	31	31	31	31 83	31 83	31 83	83	83	1,000	121
Profserv-Engineering	0	0	0	0	83	83	83 333	333	333	333	333	333	4,000	1,268
Profserv-Legal Services	455	455	195	163 0	333 0	333 0	0	0	0	0	0	0	0	108
Litigation Expenses	0 400	108 3,468	0 4,110	3,468	3,468	3,468	3.468	3,468	3,468	3,468	3,468	3,468	41,613	14,513
Profserv-Mgmt Consulting	3,468	3,400	4,110	3,400	3,400	0,400	0,400	0,.00	0,.00				25.0	
Serv Profserv-Property Appraiser	219	0	0	0	304	304	304	304	304	304	304	304	3,644	219
Profserv-Special Assessment	483	483	ŏ	483	469	469	469	469	469	469	469	469	5,628	1,449
Profserv-Web Site	56	56	0	56	54	54	54	54	54	54	54	54	650	167
Development	34.347.							5075250				050	0.000	0
Auditing Services	0	0	0	0	250	250	250	250	250	250	250 125	250 125	3,000 1,500	0
Postage And Freight	0	0	0	0	125	125	125	125	125	125 708	708	708	8,500	2,320
Insurance - General Liability	541	698	541	541	708	708	708	708	708 83	83	83	83	1,000	2,520
Printing And Binding	0	0	0	0	83 125	83 125	83 125	83 125	125	125	125	125	1,500	221
Legal Advertising	221	0	0	0	125	0	0	0	0	0	0	0	0	60
Misc-Bank Charge	60 0	0 2,371	0 1,702	231	405	405	405	405	405	405	405	405	4,855	4,303
Misc-Assessmnt Collection	U	2,3/1	1,702	201	403	400	400	-100						
Cost Office Supplies	0	0	0	0	8	8	8	8	8	8	8	8	100	0
Annual District Filing Fee	175	ŏ	ŏ	ŏ	15	15	15	15	15	15_	15_	15_	175_	175
Total Administrative	6,582	7,677	6,856	5,250	6,899	6,899	6,899	6,899	6,899	6,899	6,899	6,899	82,789	26,361
Public Safety														
Contracts-Gate Maintenance	0	0	0	0	129	129	129	129	129	129	129	. 129	1,550	0
Service	•	•	•						5005-21 FF			054	2.042	006
Contracts-Cleaning Services	406	232	0	348	251	251	251	251	251	251	251	251	3,016 350	986 0
Contracts-HVAC	0	0	0	0	29	29	29	29	29	29	29	29	55,000	13,191
Contracts-Security Services	0	4,397	4,397	4,397	4,583	4,583	4,583	4,583	4,583	4,583	4,583 100	4,583 100	1,200	687
Contracts-Gates	103	103	0	481	100	100	100	100	100	100	100	100	1,200	30.

Statement of Revenues, Expenditures and Changes in Fund Balance Heritage Greens Community Development District For the Fiscal Year Ending September 30, 2019

General Fund - Trend Report

														Year to
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Annual	Date
	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Actual
Communication - Telephone	0	0	137	424	125	125	125	125	125	125	125	125	1,500	561
Electricity - Entrance	291	77	87	78	167	167	167	167	167	167	167	167	2,000	532
Utility - Water & Sewer	(86)	94	208	65	58	58	58	58	58	58	58	58	700	280
R&M-Gate	60	ŏ	346	1,470	292	292	292	292	292	292	292	292	3,500	1,876
R&M-Gatehouse	30	ŏ	30	0	167	167	167	167	167	167	167	167	2,000	60
Op Supplies - Gate Stickers	1,065	ŏ	0	ŏ	50	50	50	50	50	50	50	50	600	1,065
Op Supplies - Gate Stickers Op Supplies - Gatehouse	1,000	ŏ	ŏ	40	50	50	50	50	50	50	50	50	600	40
		4,903	5,205	7,303	6,001	6,001	6,001	6,001	6,001	6,001	6,001	6,001	72,016	19,278
Total Operations &	1,869	4,903	5,205	7,303	0,001	0,001	0,001	0,001	0,00.	0,00.		S-8-5-5-5		100
Maintenance														
Landscape			is in	120				4.050	4.050	1,650	1,650	1,650	19,800	3,300
Contracts-Landscape	3,300	0	0	0	1,650	1,650	1,650	1,650	1,650 147	147	1,050	1,030	1,760	880
Contracts-Preserve	0	0	0	880	147	147	147	147	147	147	147	1747	1,700	000
Management					400	400	400	183	183	183	183	183	2.200	783
Electricity - Irrigation	297	168	155	165	183	183	183	183 392	392	392	392	392	4,700	0
R&M-Canals	0	0	0	0	392	392	392	210	210	210	210	210	2,516	350
R&M-Fountain	150	0	200	0	210	210	210	250	250	250	250	250	3,000	0
R&M-Renewal and	0	0	0	0	250	250	250	250	250	250	250	250	3,000	·
Replacement				_		050	050	250	250	250	250	250	3,000	0
R&M-Grounds	0	0	0	0	250	250	250	125	125	125	125	125	1,500	400
R&M-Irrigation	0	200	200	0	125	125	125	8	8	8	8	8	100	146
R&M-Preserves	146	0	0	0	8	8	8 279	279	279	279	279	279	3,344	0
Misc-Special Projects	0_	0_	0	0	279	279						3,494	41,920	5,859
Total Operations &	3,893	368	555	1,045	3,494	3,494	3,494	3,494	3,494	3,494	3,494	3,494	41,520	5,059
Maintenance														
Road and Street Facilities														y 10000
Electricity - Streetlighting	1,801	901	886	887	875	875	875	875	875	875	875	875	10,500	4,475
R&M-Drainage	0	0	0	0	129	129	129	129	129	129	129	129	1,550	0
R&M-Sidewalks	6,900	0	0	0	292	292	292	292	292	292	292	292	3,500	6,900
R&M-Roads & Alleyways	0	0	3,925	0	167	167	167	167	167	167	167	167	2,000	3,925
Traffic Signage Rehabilitation	0	0	0	0	117	117	117_	117	117	117	117	117	1,400	0
Total Road and Street	8,701	901	4,811	887	1,580	1,580	1,580	1,580	1,580	1,580	1,580	1,580	18,950	15,300
Facilities	0,101		.,	3.7.2		-								
Capital Expenditures &														
Projects	_			0	250	250	250	250	250	250	250	250	3,000	0
Capital Outlay	0	0	0	0	1,334	1,334	1,334	1,334	1,334	1,334	1,334	1,334	16,013	0
Reserve - Roadways	0		0		1,584	1,584	1,584	1,584	1,584	1,584	1,584	1,584	19,013	0
Total Operations &	0	0	U	U	1,004	1,004	1,004	1,004	1,000	1,000	.,000			
Maintenance		<u> </u>					40 885	40.550	40.550	19,558	19,558	19,558	234,688	66,798
Total Expenses	21,045	13,849	17,427	14,485	19,558	19,558	19,558	19,558	19,558	19,558	19,000	18,000	204,000	
Excess Revenue Over	(00.404)	400 047	88 028	(2,009)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	0	153,249
(Under) Expenditures	(20,494)	106,817	68,926	(2,008)										
(Cilder) Expellultures		3 10												

HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

Cash and Investment Report

January 31, 2019

Account Name	Bank Name	Yield	Balance
General Fund			
Checking - Operating Fund (1832)	Iberia	0.85%	73,827
Money Market Account (1840)	Iberia	1.26%	 331,344
		TOTAL	\$ 405,171

HERITAGE GREENS

COMMUNITY DEVELOPMENT DISTRICT

Non-Ad Valorem Special Assessments
(Collier County Tax Collector - Monthly Collection Distributions)

Fiscal Year Ending September 30, 2019

GROSS ASSESSMENTS LEVIED

\$ 242,905

100.00%

					ALLOCATION	N
Distribution	Gross Amount Received	Discount/ (Penalties)	Collection Cost	Net Amount Received	General Fun	d
October	-	-	-	;-		-
November	1,814	(95)	(34)	1,685	1,83	14
	17,054	(682)	(327)	16,044	17,05	54
	100,443	=	(2,009)	98,434	100,44	43
December	65,912	(2,637)	(1,266)	62,009	65,93	12
	22,702	(879)	(436)	21,386	22,70	02
January	11,882	(343)	(231)	11,308	11,8	82
February						
March						
April						
May						
June						
July						
August						
September						
OTAL	219,807	(4,636)	(4,303)	210,867	219,8	30
BALANCE REMAIN					\$ 23,0	198

TOTAL ASSESSMENTS	\$ 242,905	PERCENT COLLECTED	90.49%
101712710020011121110		English Share Colonia	

4,109.61

Heritage Greens Community Development District Reconciliation - Iberia Bank 1832 OP

Run: 2/11/2019 @ 6:07 AM Page: 78,806,98 12/31/2018 Closing Balance from Previous Statement..... 11,853.28 4 Deposits and Other Additions Totaling..... 16,882.82 17 Checks and Other Withdrawls Totaling..... 0.00 0 Adjustments Totaling..... 0.00 0 Voids Totaling..... 0.00 Service Charge...... 50.37 1/31/2019 Interest Earned..... 73,827.81 1/31/2019 Closing Balance for this Statement..... 0.00 Difference..... 73,408,40 1/31/2019 Cash Balance from General Ledger..... (419.41)Open Activity from Bank Register..... 0.00 Adjustment for Service Charges and Interest..... 73,827.81 General Ledger Reconciliation to Statement..... Amount Reference Deposit Description Date 10.00 1/08/2019 DEP **Branch Deposit** 84.91 1/17/2019 DEP Direct Deposit - Tax Collector 11.308.37 Direct Deposit - Tax Collector 1/25/2019 DEP 450.00 **Branch Deposit** 1/28/2019 DEP 11,853.28 **Total Deposits:** Amount Check To **Check Description** Date 220.50 Required Notice of Rescheduled BOS 11/15/2018 0010049 Naples Daily News Meeting Napier Enterprises, Inc. Monthly Maintenance, quarterly diving per 200.00 12/14/2018 0010061 pump 3,925.00 √ 12/20/2018 0010067 D&G Sealcoating and Stripping, Inc. **Pavement Markings Installed** 200.00 2nd Quarter Diving and Maintenance Napier Enterprises, Inc. **12/20/2018 0010068** Monthly Maintenance & Quarterly Diving Per 200.00 1/03/2019 0010070 Napier Enterprises, Inc. Pump 226.00 Preventative Gate Maintenance 1/03/2019 0010071 New IQ 37.99 Payroll Processing Fees √ 1/03/2019 EFT Surepayroll DEC 2018 - BOS Meeting Payment 184.70 **1/04/2019 0010072 Dale Meszaros** 4,385.96 Premier District Management District Management Services - JAN 2019 1/07/2019 0010073 31.80 √ 1/07/2019 EFT Surepayroll Payroll Processing Fees 40.00 Preventative Maintenance New IQ 1/08/2019 0010074 4.396.87 **January Security** 1/08/2019 0010075 Sterling National Bank 1,127.36 Electricity DEC 2018 √ 1/08/2019 EFT FPL 31.80 BOS Meeting DEC 2018 - Payroll Taxes Surepayroll 1/09/2019 EFT 64.54 Water & Sewer (guardhouse) 1/09/2019 EFT **Collier County Utilities** 147.85 1/7-2/6 Service Comcast 1/18/2019 0010076 174.00 Genesta Service Group, Inc. **December Janitorial** 1,430.00 Invoices 21438, 21439 1/18/2019 0010078 New IQ 39.76 **Dorothy Thompson** Reimbursement for Light Bulb Purchase 1/18/2019 0010079 21.60 **Employment Taxes** √ 1/22/2019 EFT Surepayroll 216.50 **BOS JAN 2019 Meeting Compensation** Surepayroll √ 1/23/2019 EFT (Wages & Taxes) 880.00 Semi-annual Wetland Maintenance Aquatic Weed Control, Inc. 2/07/2019 0010080 162.50 Legal Services - DEC 2018 Coleman, Yovanovich & Koester, PA 2/07/2019 0010081 126.55 2/07/2019 0010082 **Dorothy Thompson** Reimbursement for Signs Purchase January Janitorial Services 174.00 2/07/2019 0010083 Genesta Service Group, Inc. 378.08 Preventative Maintenance New IO 2/07/2019 0010084 Replacement of MAT Batteries & Left Exit

MAT Operator

Premier District Management

2/07/2019 0010085

District Management Services - JAN 2019

Page: 2

Heritage Greens Community Development District Reconciliation - Iberia Bank 1832 OP

Run: 2/11/2019 @ 6:07 AM

23,132.97 Total Checks: **Total Unmarked Checks:** 6,250.15 Amount Reference Adjustment Description Date 50.37 Interest Earned 1/31/2019 50.37 Total Adjustments:

Heritage Greens Community Development District Reconciliation - Iberia Bank 1840 MM

Reconciliation - Iberia Bank 1840 MM Page: 1 Run: 2/11/2019 @ 6:07 AM 330,992.71 12/31/2018 Closing Balance from Previous Statement..... 0.00 0 Deposits and Other Additions Totaling..... 0.00 Checks and Other Withdrawls Totaling..... 0.00 Adjustments Totaling..... 0.00 0 Voids Totaling..... 0.00 Service Charge..... 351.40 Interest Earned..... 1/31/2019 1/31/2019 331,344.11 Closing Balance for this Statement..... 0.00 Difference..... 331,344.11 1/31/2019 Cash Balance from General Ledger..... 0.00 Open Activity from Bank Register..... 0.00 Adjustment for Service Charges and Interest..... 331,344.11 General Ledger Reconciliation to Statement..... Amount Date Reference Adjustment Description 351.40 1/31/2019 Interest Earned 351.40 **Total Adjustments:**

AGREEMENT FOR MANAGEMENT SERVICES

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 29th day of August, 2016, by and between the HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), and the professional management firm of PREMIER DISTRICT MANAGEMENT, LLC, a Florida limited liability company (the "MANAGER").

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide management, recording, assessment methodology, field management and accounting services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the parties hereby agree as follows:

- The DISTRICT hereby engages the MANAGER to provide the services described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services")
- 2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees listed in the Fee Schedule are based upon the fiscal year of the DISTRICT. The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. No Fees shall commence until the Commencement Date (as defined below). In the event the Commencement Date is other than the first day of the DISTRICT's fiscal year, the first year Fees shall be prorated over the balance of the

DISTRICT's fiscal year remaining. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12) month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed modified at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees exceed the amount of funds approved for the Services in the applicable budget adopted by the Board.

- 3. This Agreement shall become effective on October ________, 2016 ("Commencement Date") and shall commence on the Commencement Date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been corrected within fifteen (15) days after the DISTRICT has provided notice of same to the MANAGER.
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - by either party, for any reason or no reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER's possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the

termination of this Agreement shall be due and payable immediately upon the termination of this Agreement.

- The MANAGER shall devote such time as is reasonably necessary to perform the Services.
- 5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
- The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of 6. interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Such written notification shall identify the Services being provided hereunder. prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or

otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

- 7. The MANAGER agrees that skilled and competent personnel shall perform all Services. The Manager also warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
- 8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
- This Agreement shall be governed by the laws of the State of Florida. Any and all legal 9. action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
- 10. In any action brought forth by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith including, without limitation, at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by (i) certified mail, return receipt requested with postage prepaid, (ii) hand-delivery, (iii) email or (iv) overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager:

Premier District Management, LLC

1922 Victoria Avenue, Suite B

Fort Myers, Florida 33901

cteague@cddmanagement.com

If to the DISTRICT:

Heritage Greens Community Development District

Attn: Chairman

2215 Heritage Greens Drive

Naples, FL 34119

with a copy to:

Counsel to the DISTRICT:

Coleman, Yovanovich & Koester, P.A.

Attn: Gregory L Urbancic, Esq. Northern Trust Bank Building

4001 Tamiami Trail North, Suite 300

Naples, FL 34103

gurbancic@cyklawfirm.com

Any notice sent by certified mail be deemed received on the third (3rd) business day following the day the notice is provided to the U.S. Postal Service; when delivered to the party if hand-delivered; upon transmission if sent by email; or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

- 12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement shall not be amended except by an instrument in writing signed by both parties hereto.
- 13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any acts of God, governmental restrictions, regulations or controls.
- 14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- The MANAGER shall not be liable for any acts or omissions of a nature that are outside 15. the reasonable control of the MANAGER. Neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts or omission of the previous manager or the previous manager's affiliates. The MANAGER cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by the MANAGER. MANAGER shall not be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited at the direction of the Board into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District

Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.

- 16. In connection with its services to the DISTRICT, the MANAGER agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the MANAGER taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:
 - a. The MANAGER shall keep and maintain public records required by the DISTRICT to perform the services hereunder.
 - b. Upon a request for public records received by the DISTRICT, the MANAGER shall provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.
 - c. The MANAGER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the MANAGER does not transfer the records to the DISTRICT.
 - d. Upon completion of this Agreement, the MANAGER shall transfer, at no cost, to the DISTRICT all public records in possession of the MANAGER consistent with Florida law. All records stored electronically by the MANAGER must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

Failure of the MANAGER to comply with Section 119.0701, Florida Statutes may subject the MANAGER to penalties under Section 119.10, Florida Statutes. Further, in the event the MANAGER fails to comply with this Section or Section 119.0701, Florida Statutes, the DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CALVIN TEAGUE C/O PREMIER DISTRICT MANAGEMENT, LLC, TELEPHONE: 239-690-7100, EMAIL: CTEAGUE@CDDMANAGEMENT.COM, AND MAILING ADDRESS; 1922 VICTORIA AVENUE, SUITE B, FORT MYERS, FLORIDA 33901, WITH A COPY TO COLEMAN, YOVANOVICH & KOESTER, P.A., ATTN: GREGORY L. URBANCIC, ESQ., EMAIL: GURBANCIC@CYKLAWFIRM.COM; AND MAILING ADDRESS: 4001 TAMIAMI TRAIL N., SUITE 300, NAPLES, FL 34103.

- 17. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 17 shall survive the termination of this Agreement.
- 18. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.
- 19. THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 19 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Board of the District has made and executed this Agreement on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

BOARD OF SUPERVISORS:

Signed in the presence of:

HERITAGE GREENS COMMUNITY
DEVELOPMENT DISTRICT

Witnesses:

Print Name: Tenne

Jennifer Miller

New York Name: George Coombs, Chairman

Print Name: MARY

MANAGER:

Premier District Management, LLC,

a Florida limited liability company

Print Name:

Jennifer Miller

Miller Print Name: Calvin Teague, Manager

Print Name:

IARY A. COOMBS

Exhibit A Scope of Services

Premier District Management will provide management services to the District as follows:

DISTRICT MANAGEMENT/ADMINISTRATIVE SERVICES

Premier will provide a District Manager and staff for managing the District in completing the following tasks and obligations of the District:

- Attend and conduct all regularly scheduled, special and emergency Board of Supervisors' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- Prepare agenda packages for transmittal to Board of Supervisors and staff seven days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed. Agenda packages shall be posted on the District' website in compliance with Florida law.
- Provide accurate minutes for all meetings and hearings.
- Ensure compliance with all statutes affecting the District.
- Provide a proposed budget for Board approval each fiscal year.
- Produce written notice to owners of public hearing on the budget and its related assessments.
- Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
- Respond to bond holder's requests for information.
- Implement and maintain a document management system to create and save documents, and provide for the archiving of district documents.
- Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law.
- Maintain "Record of Proceedings" for the district within the County or City, as applicable, which
 includes meeting minutes, agreements, resolutions and other records required by law.
- Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- Advise the Board on the status of negotiations as well as contract provisions and their impacts on the district.
- Present recommendations on contract approval, rejection, amendment, renewal and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- Monitor certificates of insurance as needed per contracts.
- Provide an office location to handle and respond to written, phone or email inquiries from the public.
- Maintain the public assets of the District as expected by the Board of Supervisors.

ACCOUNTING & FINANCIAL SERVICES

Accounting

- Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General.
- Provide cash management services to obtain maximum earnings for district operations through investment of surplus funds to the State Board of Administration.
- Facilitate banking relations with the District's depository and trustee.
- Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- Account for assets constructed by or donated to the district for maintenance.
- Prepare and publish notices of all budget hearings and workshops.
- Prepare year-end adjusting journal entries in preparation for annual audit by independent Certified Public Accounting firm.
- Prepare all budget amendments on an ongoing basis.
- Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

Assessments

- Provide payoff information and pre-payment amounts as requested by property owners.
- Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
- Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
- Submit final assessment roll to County Property Appraiser or Tax Collector.
- Prepare true-up calculations and invoice property owners for payment.
- Issue estoppel letters as needed for property transfers.

Accounts Payable & Receivable

- Administer the processing, review and approval, and payment of all invoices and purchase orders.
- Ensure timely payment vendor invoices and purchase orders.
- Maintain checking accounts with qualified public depository.
- Reconciliation to reported bank statements for all accounts and funds.

Capital Program Administration

- Maintain proper capital fund and project fund accounting procedures and records.
- Oversee and implement bond issue related compliance.
- Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership.

 Provide for appropriate bid and or proposal / qualification processes for Capital Project Construction.

Purchasing

- Assist in selection of vendors as needed for services, goods, supplies, materials.
- Obtain pricing proposals as needed and in accordance with district rules and state law.
- Prepare RFPs for services as needed.
- Prepare and process requisitions for capital expenses, in coordination with District Engineer.

Investment Services

 Recommend investment policies and procedures pursuant policies approved by the Board of Supervisors and State law.

Risk Management

- Prepare and follow risk management policies and procedures.
- Recommend and advise Board, in consultation with the District Engineer, the appropriate amount and type of insurance needed for the protection of District assets.
- Process and assist in the investigation of insurance claims.
- Maintain and monitor Certificates of Insurance for all service and contract vendors.

Field Management Services

- Maintain resident information entered in entrance gate control system.
- Oversee/coordinate any complaint response to concerns from residents or community leaders.
- Assist in the preparation of bid packages for required work in the District.
- Customer relations, working with staff will respond to any community complaints or requests for service from residents and Supervisors.
- Prepare an Annual Public Facilities Report for the community to identify maintenance and capital needs of the District.

Technology Services

- Establish and maintain official District website in accordance with Florida law.
- Post all notices and documents on the District website as required by Florida law.

Exhibit B Pricing Schedule

Premier District Management to provide management services to the District for a total **annual fee of \$47,879**, excluding any reimbursable expenses. The fee is to be as follows with the understanding that if there are any changes in the scope of services then the individual charges will be adjusted accordingly. Services **costs to** be as follows:

- All fees to be consistent as reflected until October 1, 2017 when the Board will consider a C.P.I. adjustment in the Agreement during the preparation of the FY 2018 Budget.
- All services as identified in the scope of services (Exhibit A) for District Management and Financial Management services for \$40,401.
- Annual preparation of tax roll and related Assessment Services for \$5,628.
- Web design and hosting, \$650 for web site design and hosting.
- Entrance gate database maintenance for \$1,200.

Additional Expenses:

- Any special tasks exceeding 100 pages will be billed at cost at \$0.35/color copy and \$0.07/black and white copy. Any binders, covers or other supplies needed will be billed at cost.
- Postage, Fed ex, UPS or other similar costs for the District at cost.
- Special costs for certified mail, overnight deliveries, etc. to be billed at cost.
- Financial Advisory services including preparation of Assessment Methodology reports for issuance of bonds at \$25,000 per issuance.
- Financial Advisory services for refunding issues including assessment methodology report ranging from \$5,000 to \$15,000 depending upon difficulty in preparation.
- Adjustments to Assessment Methodology report \$5,000. This will include any short term borrowing, or renegotiation of any existing debt.
- The fee for service is based upon 14 meetings of the Board annually. If this number of meetings is exceeded then the District will be billed at \$250 per hour which covers staff time, travel expense and other related expenses incurred by Premier for additional meetings. The minimum charge will be one hour and billed in increments of 30 minutes rounded up.