

**HERITAGE GREENS
COMMUNITY DEVELOPMENT DISTRICT**



APRIL 15, 2019
BOARD OF SUPERVISORS MEETING
AGENDA PACKET



HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

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Board of Supervisors
Heritage Greens CDD

April 8, 2019

Dear Supervisors,

The regular meeting of the Heritage Greens CDD Board of Supervisors will be held on April 15th, 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 March 18th and the Financial Statements for March.
- There will be updates on the virtual guard project.
- There will be further discussion on front entry enhancement, the wall gap, front sign replacement, getting a barrier at the exit to prevent left turns and the extension of sidewalk by the entrance of the gate.
- Enclosed is the Fiscal Year 2020 Draft Budget along with a Budget Worksheet for any changes as the Board will be working on the budget at the meeting.

Any supporting documents not enclosed will be distributed at the meeting. The **next meeting is scheduled for May 20, 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

April 15, 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 Pages 4-9
 - A. Regular Meeting Minutes from March 18, 2019
8. Old Business
 - A. Wall Gap
 - B. Front entry enhancement
 - C. Discussion of transferring gate sticker process to HOA
 - D. Virtual Guard project update Pages 10-20
9. New Business
 - A. Front Sign Replacement
 - B. Barrier at Exit to Prevent Left Turns Page 21
 - C. Extension of Sidewalk
10. Manager's Report
 - A. Financial Statements for period ending March 31, 2019 Pages 22-32
 - B. Fiscal Year 2020 Budget Development Pages 33-38
 - C. Website ADA Compliance Update
 - 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: May 20, 2019 at 6 pm

**DRAFT
MINUTES OF MEETING**

The following is a summary of the actions taken at the Heritage Greens Community Development District (CDD) Board of Supervisors meeting.

**HERITAGE GREENS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Heritage Greens CDD was held March 18, 2019 at 6:00 p.m. at the Heritage Greens Community Center at 2215 Heritage Greens Drive in Naples, Florida.

Present and constituting a quorum:

Vacant	Chair
Barbara Pitts	Vice Chair
Leigh Connor	Assistant Secretary
Dorothy Thompson	Assistant Secretary
Dale Meszaros	Assistant Secretary

Also present were:

Calvin Teague	District Manager
Gregory Urbancic	District Attorney
Residents	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order and the District Manager called roll. All were present for today's meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

After reciting the Pledge of Allegiance, the next Order of Business followed.

THIRD ORDER OF BUSINESS

Appointment to Fill Vacancy of Seat 4

None currently. It was discussed that the Board reached out for suggestions on residents to appoint. It was also discussed that the vacancy is up on the website and perhaps it should go up on channel 102 to get more interest.

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FOURTH ORDER OF BUSINESS **Reorganization of the Board**

A. Resolution 2019-03

Delayed until the vacancy is filled.

FIFTH ORDER OF BUSINESS **Approval of Agenda**

The Agenda was presented with the following additions:

- 9. A. Replacement of the Sign at the Entrance of the Community
- 9. B. Barriers for the Left Side of the Exit Lane
- 9. C. Extension of Sidewalk

On MOTION by Vice Chair Pitts, seconded by Supervisor Meszaros, with all in favor, the Agenda was approved as amended.

SIXTH ORDER OF BUSINESS **Audience Comments on Agenda Items**

There being none, the next Order of Business followed.

SEVENTH ORDER OF BUSINESS **Approval of Meeting Minutes**

A. Regular Meeting Minutes from February 18, 2019

The Meeting Minutes were presented and approved.

On MOTION by Supervisor Connor, seconded by Vice Chair Pitts, with all in favor, the Regular Meeting Minutes from February 18, 2019 were approved as presented.

EIGHTH ORDER OF BUSINESS **Old Business**

A. Wall Repair Project Update

Supervisor Meszaros updated the Board with the following points being made:

- Repairs have been completed by the contractor and it looks good. It is painted, and the end caps were fixed. It is not perfect but it better than expected given the low cost of the project.
- The Board is still waiting on an estimate from the contractor for the section of fence that is missing. The District Manager informed the Board that he feels the contractor does not want to do the project as he has not received

91 the estimate yet. Therefore, there was discussion on getting estimates to
 92 present at the next meeting from other companies for the work, as it does
 93 not have to be done by a construction company.

94
 95 **B. Front Entry Enhancement**

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 97 • There was an update that the concrete slab and fountain have both been
 98 removed successfully.
 99 • The Board discussed when they would receive a lighting update regarding
 100 the project from the HOA.
 101 • There was no decision on what to do regarding whether they would like to
 102 replace the fountain there. For now, the area is being landscaped.

103
 104 **C. Discussion of Transferring Gate Sticker Process to HOA**

105
 106 Vice Chair Pitts reported that there has been no progress on this item. She is still
 107 in charge of the gate stickers and cards for now.

108
 109 **D. Virtual Guard Project Update**

110
 111 District Attorney was present to discuss the progress on the Envera contract
 112 changes and express concern on the indemnity clause. The District Manager
 113 also expressed concern on the indemnity clause. The District Manager discussed
 114 the other virtual guard company in terms of their willingness to do a contract
 115 without this clause and for a lower rate overall. However, the Board agreed that
 116 they prefer Envera as they are well established in the area and have great
 117 references. The Board decided that the good outweighs the risks with Envera.
 118 Therefore, the Envera contract has been approved for signature pending the
 119 verification of two items of concern. One item is that there is an internet back-up
 120 in case the main source of internet goes down and the second item is whether
 121 the comcast contract can be broken.

122
 123

On MOTION by Supervisor Thompson, seconded by Vice Chair Pitts, 124 with all in favor, the Envera Contract is approved for signature by Vice 125 Chair Pitts, pending verification of the two items of concern.

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 127 **NINTH ORDER OF BUSINESS**

New Business

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 129 **A. Replacement of the Sign at the Entrance of the Community**

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 131 There are two signs to be replaced, one on each side of the monuments at the
 132 entrance of the community. The Board would like something updated and nicer
 133 than the current signs. It was decided that staff would get some idea of cost for
 134 this project by talking to vendors. The District Manager stated that at the next
 135 meeting he would present three ratios of cost ranging from more expensive to a

136 medium cost level and a less expensive cost ratio. At the next meeting, the cost
137 will be discussed as well as specifics such as lighting and materials for the sign.

138
139 **B. Barriers for the Left Side of the Exit Lane**

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141 Staff is to get estimates on bollards for this or find another type of barrier to block
142 off the left side of the exit lane. The issue is that cars think the exit lane is two
143 lanes and it is one. The cars that go on the left side of the exit lane block the view
144 for cars on the right side of the exit lane to get out of the community safely. The
145 issue is for safety and how backed up the exit lane gets due to this issue. The It
146 was discussed that the Board considered this project previously however, the
147 cost was a deterrence. Therefore, the cost must be reasonable for them to move
148 forward with this project.

149
150 **C. Extension of Sidewalk**

151
152 Staff is to get estimates for the sidewalk to be extended. There is a gap in the
153 sidewalk from the entrance gate near the guardhouse to Immokalee. The Board
154 is concerned for residents walking or bicycling getting hit by a car, as there is a
155 history in other communities of this happening.

156
157 **TENTH ORDER OF BUSINESS**

Manager’s Report

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159 **A. Financial Statements for Period Ending February 28, 2019**

160 The financial statements were presented and accepted.

161
162
163 On MOTION by Supervisor Thompson, seconded by Supervisor
164 Connor, with all in favor, the Financial Statements for period ending
165 February 28, 2019 were accepted.

166
167 **B. Fiscal Year 2020 Budget Schedule**

168
169 The District Manager reviewed the Budget Schedule with the Board and it was
170 accepted without any changes.

171
172 **C. Fiscal Year 2020 Draft Budget**

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174 The District Manager distributed the Draft Budget and items such as the idea of
175 lowering assessments and what to do with reserve funds were discussed briefly.
176 Next meeting, the Board will be working on the Draft Budget and any changes
177 needed more in depth.

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D. Website ADA Compliance Update

The District Manager informed the Board that the project has commenced and should be up and running in July. There was some concern expressed about a second set of lawsuits starting in this regard. However, the District Manager informed the Board that there are disclaimers up on the website and the website had been stripped, thus the CDD should not have a problem.

E. Follow-up

There being none, the next Order of Business followed.

ELEVENTH ORDER OF BUSINESS

Attorney’s Report

The District Attorney thanked the Board for allowing him to be there and informed them that the legislative session has begun. As such, there are a few bills that could affect the CDD. One has to do with changing the audit selection process, again. If this bill passes, then the CDD may have to go through the audit selection process all over again. The District Attorney will keep the Board updated on these bills.

TWELFTH ORDER OF BUSINESS

Engineer’s Report

There being none, the next Order of Business followed.

THIRTEENTH ORDER OF BUSINESS

Supervisor’s Requests and/or Comment

There being none, the next Order of Business followed.

FOURTEENTH ORDER OF BUSINESS

Audience Comments (Limited to 3 per speaker)

Aaron Thompson notified the Board that the Master Association will be using the front entry fountain reserve funds for landscaping, given the Board is unsure if they want another fountain in the future. He asked to be informed ahead of time if the Board decides to put another fountain there, so that the Master Association can have time to replenish the reserve funds for that project.

FIFTEENTH ORDER OF BUSINESS

Adjournment

There being no further Orders of Business, and

On MOTION by Vice Chair Pitts, seconded by Supervisor Thompson, with all in favor, the meeting was adjourned at 7:15 p.m.

228 **Next Meeting: April 15, 2019 at 6:00 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair



ENVERA SERVICES AGREEMENT

"Client": Heritage Greens Community Development District
 "Community": Heritage Greens Community Development District
 "Premises": Main Entrance: Heritage Greens Dr & Immokalee Rd, Naples, Florida 34119
 "Services": Virtual Gate Guard

Agreement Date: 2/19/2019
 Agreement Number: 00001709

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the Agreement Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

- 1 **SERVICES TO BE FURNISHED.** Envera will furnish the following services ("Services") to the Community for the property located at the Premises, as such services are selected above, and subject to the limitations and conditions set forth below in this Agreement:
 - 1.1 Virtual Gate Guard: Envera will install equipment on the Client's Premises to allow for the provision of Monitoring Services and if applicable the gates on the Premises) and Database Services (as defined below) in accordance with the Service Level Commitment found at <https://enverasystems.com/servicelevel-v1/>.
 - 1.2 Guard Module Software: Envera will provide the Client with a software license to allow the Client's live guards to access the Security System. If this option is selected, the parties agree to be bound by all of the terms and conditions contained in the "Guard Module Software Agreement" located at <https://enverasystems.com/guardmodule-v1>.
 - 1.3 Active Video Surveillance: Envera will install cameras with advanced analytics or sensors to provide Monitoring Services to the Premises, and once sensors have been activated, Envera's remotely located operators will have the capability to see, hear, and speak to trespassers. Envera's operators use two way voice communications to request that the trespassers exit the area and will contact local authorities if necessary. Client expressly acknowledges and agrees that the scope of Envera's monitoring duties under this Agreement relate solely to responding to perimeter monitoring detection equipment as described in this agreement and that Envera is not providing twenty-four (24) hour monitoring for the Client's Premises.
 - 1.4 Passive Video Surveillance: Envera will install specialized cameras to record activity on the Premises and store video footage via a network video recorder, and will download requested videos and provide to the Client; active monitoring of video activity is not included.
 - 1.5 Access Control: Envera will install database technology which will be used to grant or deny access to gates and/or doors using PIN numbers, key cards, fobs, vehicle stickers, or bio-metric identifiers (to be specified by Client prior to installation), and will provide Database Services relating to same if selected by the Client.
 - 1.6 Alarm Monitoring: Envera will install an alarm monitoring system that may or may not utilize a two way speaker/microphone device to communicate with the Premises, and provide Monitoring Services of same. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in a Client Information Form which the Client shall complete after the Agreement is executed.
 - 1.7 "Monitoring Services" shall mean remote central station monitoring of the motion sensors, alarm sensors, and if applicable the gates on the Premises.
 - 1.8 "Database Services" shall mean assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with Virtual Gate Guard Services and/or Access Control Services.
 - 1.9 "Repair and Maintenance Services" shall mean maintenance of, and repairs to, the Security System during the term of this Agreement, and shall only be provided if the Client elects to receive those services above. References in this Agreement to the "Security System" shall include all equipment that is installed to provide the Services, as reflected in Exhibit A.
 - 1.10 The Services shall consist only of the performance of the tasks expressly set forth in this Agreement. The Client shall complete a Client Information Form after execution hereof. A sample Client Information Form can be found at <https://enverasystems.com/clientinformationform>. The Client Information Form includes a field in which the Client can request specific post orders or additional requests of Envera; Envera will determine whether or not it can comply with such post orders and requests in its sole discretion, on the basis of its current policies and business practices. Any additional requests made by the Client and agreed to by Envera may entail added one-time or recurring costs that will be subject to Client approval prior to effecting any post orders or additional requests. In the event any of the information on the Client Information Form changes, it is Client's responsibility to submit an updated Client Information Form to Envera. Envera shall be entitled to rely on the most recently submitted Client Information Form. No services will be considered added unless and until both parties have initialed a revised Client Information Form or an addendum hereto. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Security System. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPP, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for the failure of any of such transmissions. Envera assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method(s) utilized by the Security System. The Services do not include provision of utilities for the Security System. During the term of this Agreement, the Client agrees to exclusively use Envera for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity and an electrical connection for operation of the Security System. The Client shall provide a hard-lined primary internet service connection with a static IP address and a minimum of 5Mbps upload/download speed, and, in the event that Virtual Gate Guard Services have been ordered, shall provide a secondary hard-lined internet connection with a static IP address and at least 3 Mbps upload/download speed. In the event that a secondary hard-lined connection is not available in the Client's geographical area, the Client may contract with an approved wireless SIM router provider for the provision of a secondary line. The Client understands that the performance of a wireless SIM connection is of variable quality, and is dependent upon a number of factors including signal strength and distance to the nearest cellular tower. If Envera chooses to assist the Client in obtaining a backup internet connection to serve the Security System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection. In the event that primary and secondary lines fail, the gates at the Premises will, by default, remain in the open position until signal is restored.
- 2 **TERM.**
 - 2.1 Following execution of this Agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Security System. Within 14 days of the date that this Agreement is executed, Client shall provide to Envera the information required in Envera's Client Information Form. The "Commencement Date" of this Agreement shall be the date on which Envera notifies Client that Client's Security System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information required in the Client Information Form, the Commencement Date shall be the date on which Envera provides notice to Client that the Security System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.
 - 2.2 The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.

2.3 After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

3 TERMINATION.

- 3.1 Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 9 below.
- 3.2 Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- 3.3 Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 10 below.
- 3.4 Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4 COMPENSATION.

- 4.1 The Client agrees to pay Envera the following fees, which are set forth in the Description of Security System and Installation Fee attached as Exhibit "A" and the Schedule of Fees attached hereto as Exhibit "B" (collectively the "Service Rates"):
- 4.1.1 The Monitoring and Database Services Rates. The parties agree that, to the extent that Virtual Gate Guard Services have been ordered, the Monitoring and Database Service rates that are currently identified on Exhibit "B" are based on the Client's representation that the number of addresses listed are a true representation of existing addresses in the Community that will be registered with Envera. If a greater number of addresses is registered with Envera during the term of this Agreement, the Monitoring and Database Rates will increase by the per home per month price listed in Exhibit "B", with such increase to take place in the month following the registration.
- 4.1.2 The Service & Maintenance Plan Rates.
- 4.1.3 The Standard Rates, which apply when Client has declined to receive Repair and Maintenance Services, or is otherwise responsible for a repair. Please refer to <https://enverasystems.com/standardrates/> for Envera's current rates.
- 4.1.4 The Installation Fee.
- 4.1.5 Video Pull Fees. Monthly video pull fees are chargeable for Passive Video Surveillance services at the rates identified as "Video Pulls" in Exhibit B. No fees are charged for video pulls relative to Virtual Gate Guard Services or Active Video Surveillance services, however one-time fees, as described at <https://enverasystems.com/videoetrieval/>, are chargeable for any video pulls which are requested in a non-native format, or which require greater than one hour to locate.
- 4.1.6 Guard Module Software Fee. A monthly fee payable for the licensing of Envera's Guard Module Software.
- 4.1.7 Client acknowledges that sales tax at the applicable rate shall be payable in addition to the rates set forth on Exhibit "B", and Client agrees to pay those taxes, if any. In addition, the Client agrees to pay for all costs to apply for and obtain any permits required by any state or local agency or body relative to the installation of the Security System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
- 4.2 Envera will deliver to Client an invoice at the beginning of each month for the Monitoring and Database Services Rates and Service & Maintenance Plan Rates for the following month, and for any Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- 4.3 The Service Rates shall increase automatically by 3% on each yearly anniversary of the Commencement Date. Each such change in the Service Rates shall be reflected on the Client's invoice for the month in which the Service Rate change occurs. Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect, which increase will be in addition to the automatic increase identified above.
- 4.4 Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the Services, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- 4.5 The Monitoring and Database Service Rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Security System, but shall not be abated if Monitoring Services are not provided as a result of any failure of the electrical or internet communications system that services the Security System. Client shall receive a prorated credit for such abatement on the next monthly invoice for the period of time beginning when Client notifies Envera that the Security System is not functioning and ending when Envera has repaired or serviced the Security System to correct the reported defect such that the Monitoring Services are being provided to the Community. Client shall not receive a credit pursuant to this paragraph for (i) malfunctions in the Security System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Security System that does not result in a suspension of the Monitoring Services.

5 LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- 5.1 Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above, and further described in this Agreement. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Security System, if such obligation is set forth in this Agreement.
- 5.2 Envera is not the manufacturer of the Security System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Security System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this Agreement to the contrary, where Client purchases a Security System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, with such repair or replacement being Client's exclusive remedy for any loss or damage due to breach of the warranty set forth in this subparagraph 5.2.
- 5.3 If the Repair and Maintenance Services are ordered by Client, and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide Standard maintenance and repair services without additional charge to Client for the Primary Period of the Agreement. For the purposes of this Agreement, "Standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Security System. Should any of the equipment need to be serviced or replaced at any time during the Primary Period in connection with a Standard maintenance and repair service, Envera will not charge for labor or system parts and materials. During any Renewal Period, if the Client has elected to receive the Repair and Maintenance Services, any Standard Maintenance and Repair Services conducted by Envera shall be conducted without charge to the Client for Envera's labor, and with any replacement equipment, part, or third-party vendor costs charged to the Client without mark-up. In the event that the Client is receiving Virtual Gate Guard Services, Envera will repair or replace ground loops and related equipment during the 90 day period following the Commencement Date, provided that the ground loop and related equipment was installed by Envera. If the equipment was installed by an entity other than Envera, or the 90 day period has elapsed, Envera will charge the Standard Rates for labor relative to ground loops, and will pass through to the Client its actual cost for any parts, equipment, or third party invoice which is incurred for such repair or replacement. Trip charges may apply. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is Standard or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5.4 below. In the event that the Client has not elected to receive the Repair and Maintenance Services, it shall be charged Envera's Standard Rates.
- 5.4 Repairs to or replacement of the Security System or its components rendered necessary by any of the following events shall not be considered Standard and related costs shall be the responsibility of Client at the Standard Rates: accident; vandalism; flood; water; lightning; fire intrusion; abuse; misuse; an act of God; any casualty, including electricity; unauthorized repairs, modification or improper installation by the Client; or any other cause beyond the control of Envera, including interruption of electrical power, or internet service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.

- 5.5 EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5.2 HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY SYSTEM (INCLUDING THE INSTALLATION THEREOF), AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. ENVERA DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE SECURITY SYSTEM.
- 5.6 It is understood and agreed by the parties hereto that Envera is providing a Security System and/or Services designed to reduce the risk of loss only; that Envera does not cause any of the adverse events that the Security System or the Services are meant to avert, and that Envera does not guarantee or warrant that no adverse events will occur during the term of the Agreement; that the payments provided for herein are based solely on the value of the Security System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses that may occur in cases of malfunction or nonfunction of any Security System provided by, or serviced by, Envera, that Envera is not liable for losses that may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance, and Client waives and releases Envera from any such damages, claims and losses; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase and maintain such insurance and Client shall look only to its insurer in the event of the occurrence of any adverse event that the Security System or the Services are meant to avert; that Envera offers several levels of protection and services; and that the Security System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.
- 6 **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Security System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances. Client shall not make any modifications to the Security System without first obtaining the written approval of Envera. Client shall be responsible for all costs associated with the removal of any trees, and damage to control wiring, utility wiring or ducting, or other subterranean or hidden facilities that are damaged during installation.
- 7 **EQUIPMENT.** Client acknowledges that, if it is receiving Virtual Gate Guard Services, the Envera Kiosk System™ shall remain the property of Envera and that Client is only licensed to use such equipment during the term of this Agreement. The Client shall own the rest of the components of the Security System, however Envera will retain a security interest in such equipment until the Installation Fee has been paid. Envera may remove the Envera Kiosk System™ upon termination of the Agreement, without the obligation to repair or redecorate any portion of the Client's Premises, and the Client agrees to permit access for that purpose. Envera's removal of property shall not constitute a waiver of the right to collect any amounts that it is due.
- 8 **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the network video recorder on the Client's Premises for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will: (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers.
- 9 **DEFAULT.**
- 9.1 Default by Client. Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 10 below.
- 9.2 Default by Envera. Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 10 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
- 10 **DAMAGES.**
- 10.1 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 10.2 In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 9.1 above, Client shall pay to Envera one hundred percent (100%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period, as applicable (the "Liquidated Damages"), in addition to any other amounts then owing. Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement.
- 10.3 In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 9.2 above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4.1.1 above.
- 11 **INDEMNIFICATION.**
- 11.1 To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims, lawsuits, damages or losses asserted by third parties (the "Claims") that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), whether active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
- 11.2 Envera agrees to and shall indemnify, defend and hold harmless Client from and against Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party, or arising out of or relating to any alleged failure to provide Services. Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law.
- 12 **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the systems provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.
- 13 **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested; by facsimile; or by electronic mail to the parties set forth on the Client Information Form. Change of address may be designated by appropriate notice similarly given to the other party herein.

- 14 **LIVE GUARD SERVICES.** In the event that Client retains any third-party live guard service, Envera shall have no responsibility for the actions of such live guard and shall not be obligated to provide the live guard access to the Security System. Client's indemnification obligations set forth in paragraph 11 above shall expressly extend to and include any and all Claims relating to actions or omissions of any live guard.
- 15 **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
- 16 **MISCELLANEOUS.**
 - 16.1 In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals. Moreover, if Envera must take any action to collect any amounts owed hereunder it shall be entitled to its costs of collection, including attorney fees.
 - 16.2 This Agreement will be construed and enforced in accordance with Florida law.
 - 16.3 This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
 - 16.4 If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
 - 16.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronic transmission and electronic signatures are acceptable to bind the parties.
 - 16.6 The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
 - 16.7 If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
 - 16.8 Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
 - 16.9 This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.
 - 16.10 The Client agrees that Envera retains sole authority over the use of and access to the MyEnvera.com website, any database contained on that website, and any information that is uploaded to that website via any Envera mobile device application ("App"). The Client shall not restrict its residents' access to the MyEnvera.com website, or any Envera App, and shall not restrict a resident's ability to modify or update the information contained therein, including guest information. All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the "Database Information"), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Agreement Date set forth on the first page hereof.

CLIENT:

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

DocuSigned by:
Barbara Pitts
 Signature: 7389159AAA91499...
 Barbara Pitts
 Name: _____
 Title: vice chair CDD board
 Date: 3/22/2019

DocuSigned by:
Addi Aloya
 Signature: 6825348C4AEEF47E
 Addi Aloya
 Name: _____
 Title: CEO
 Date: 3/22/2019

Main Entrance - 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 - Virtual Gate Guard TOTAL:		\$17,071.61

Total Installation Fee: \$17,071.61

50% Installation Fee Due prior to Install of Security System: \$8,535.81

40% Installation Fee Due within 5 days of Envera advising Client that installation of the Security System has begun: \$6,828.64

Remaining Balance of Installation Fee Due within 5 days of Envera advising Client that installation of Security System is complete

OR

Full Pre-Payment of Installation Fee with 3% Discount (due within 7 days of signing): \$16,559.46

* Per Home (Address) Monitoring - Custom Hours: 7pm-5am Daily

Main Entrance - 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
1	Service & Maintenance Plan	\$181.15	\$181.15
527	Per Home (Address) Monitoring - Custom Hours*	\$3.00	\$1,581.00
Main Entrance - Virtual Gate Guard TOTAL:			\$2,512.15

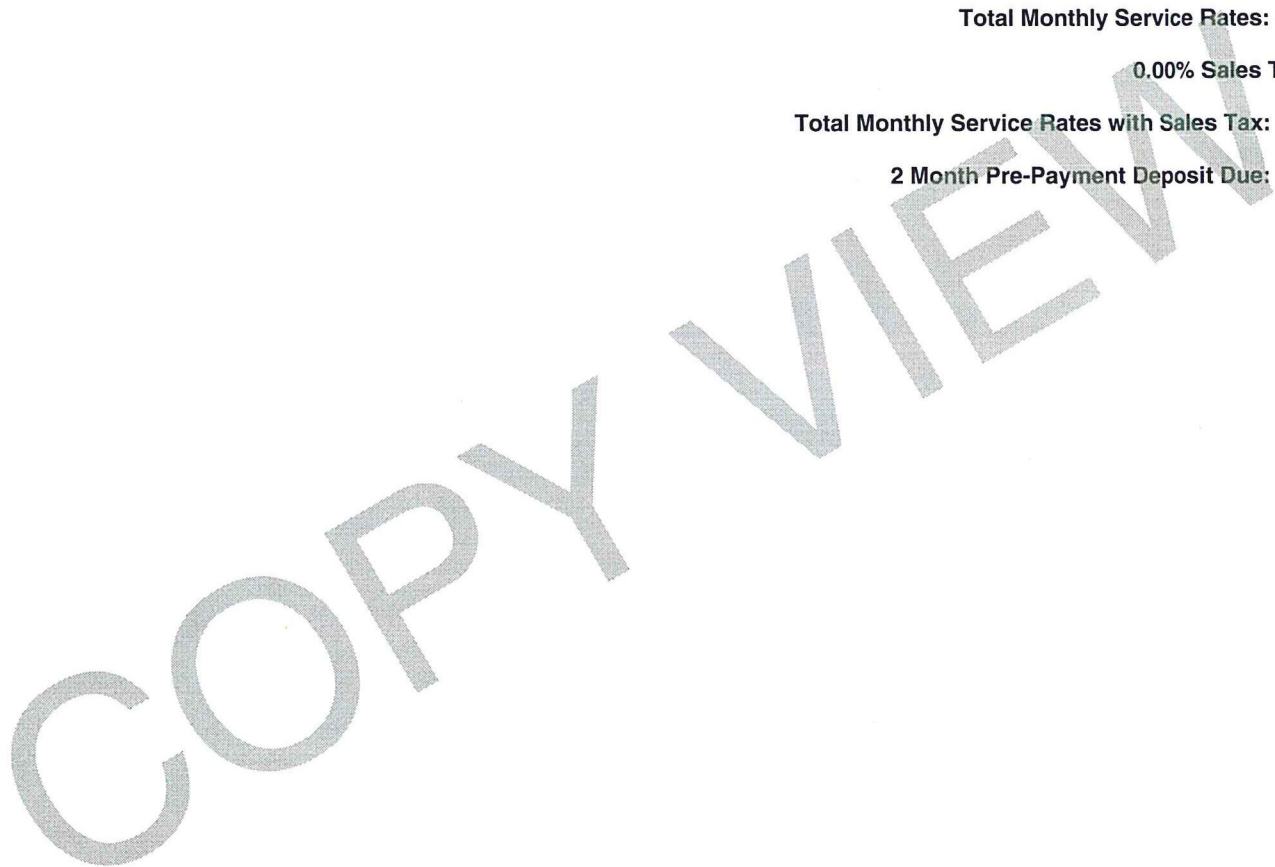
REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Monthly Service Rates: \$2,512.15

0.00% Sales Tax: \$0.00

Total Monthly Service Rates with Sales Tax: \$2,512.15

2 Month Pre-Payment Deposit Due: \$5,024.30





ENVERA SERVICES AGREEMENT ADDENDUM

"Client": Heritage Greens Community Development District
 "Community": Heritage Greens Community Development District
 "Premises": Main Entrance: Heritage Greens Dr. & Immokalee Rd., Naples, Florida 34119

Agreement Date: 2/19/19
 Agreement Number: 00001709

This Addendum is made to that certain Envera Services Agreement ("Agreement") for the Premises listed above and entered into as of the Agreement Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

- 1 The word "reasonable" shall be added before the word "control" in the portion of paragraph 1.10 the Agreement copied below:

"Envera assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues

- 2 In Paragraph 1.10 of the Agreement, the two instances of the word "immediately" shall be replaced with the word "promptly."
 3 In Paragraph 4.3 of the Agreement, the annual increase in Service Rates of 3% shall be reduced to 1.5%.
 4 The last sentence of Paragraph 4.3 of the Agreement shall be deleted and shall be replaced with the following:

"Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing, which increase will be in addition to the automatic increase identified above; however, within sixty (60) days of receipt of such notice of increase, if the Client finds the increase unacceptable, the Client may cancel this Agreement without incurring Liquidated Damages and it shall be relieved of any further payment obligations for the period of time after the effective date of the termination (but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of the Services), and Envera shall be relieved of any obligation to provide further Services after the date of the termination."

- 5 Paragraph 10.1 of the Agreement shall be deleted and replaced with the following:

"NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT TO THE CONTRARY, EACH PARTY AGREES THAT THE OTHER SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES."

- 6 Paragraph 10.2 of the Agreement is hereby deleted, and the following language is included in its place:

"In the event (i) Client exercises its right to Early Termination, or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a), Client shall pay the following amounts to Envera in addition to amounts for services rendered through the date of termination (the "Liquidated Damages"):

- a. 50% of the balance due for Services for the remainder of the Primary Period, if notice of termination is given during the first year of the Primary Period;
- b. 40% of the balance due for Services for the remainder of Primary Period, if notice of termination is given during the second year of the Primary Period;
- c. 30% of the balance due for Services for the remainder of the Primary Period, if notice of termination is given during the third year of the Primary Period; and
- d. 30% of the balance due for Services for the remainder of any Renewal Period if notice of termination is given during that Renewal Period.

Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement. In the event Client fails to pay the amount of Liquidated Damages and/or the amount then due for Services previously rendered within thirty (30) days of termination, Client agrees to pay Envera all costs of collection, including without limitation, reasonable attorney's fees."

- 7 Paragraph 10.3 of the Agreement shall be deleted and shall be replaced with the following:

"In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 9.2 above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for three (3) months of Monitoring and Database Services, as set forth in subparagraph 4.1.1 above."

- 8 Paragraph 11 of the Agreement is hereby deleted, and the following language is included in its place:

"11.1 To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to: claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction Security System, or for a claim for loss or damage caused solely and directly by an intentional or negligent act of Envera or its employees, but only if such act and injury occurs while such employee is physically present on the Premises.

11.2 Envera agrees to and shall indemnify, defend and hold harmless Client from and against claims for property damage or personal injury brought by third parties arising solely from a malfunction Security System, or for a claim for loss or damage caused by an intentional or negligent act of Envera or its employees which act and injury occurs while such employee is physically present on the Premises."

- 9 Paragraph 14 of the Agreement is hereby stricken.

- 10 Paragraph 16.9 of the Agreement shall be deleted and shall be replaced with the following:

Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client; however, in the event that Envera decides to move its monitoring functions, facility or employees to an overseas location during the term of the Agreement, it shall provide notice to Client of same, and Client shall have the right to terminate the Agreement, in the 30 day period following receipt of such notice, with no penalty or requirement to pay the Liquidated Damages.

11 The final 2 sentences of Paragraph 16.10 are hereby stricken.

12 Paragraph 16.11 shall be added to the Agreement as follows:

INSURANCE TO BE CARRIED BY ENVERA. Envera shall furnish the Client with a Certificate of Insurance evidencing the following:

- a. Workers' Compensation (Statutory Amounts).
- b. General Liability Coverage in the minimum amount of \$1,000,000 per occurrence/\$2,000,000.00 aggregate.
- c. Comprehensive automobile liability coverage in the minimum amount of \$1,000,000.00

The Client, its Supervisors, Officers, Agents, Employees and Volunteers shall be listed as an additional insured on Envera's liability insurance policies.

13 Paragraph 16.12 is hereby added to the Agreement as follows:

- a. Given the nature of a Community Development District, the parties acknowledge that the roads within the Community are dedicated for public use and as such, Envera may not restrict or limit public use or access to them.
- b. The parties acknowledge and agree that Client is a community development district, established pursuant to Chapter 190, Florida Statutes, and as such the ability of Client to indemnify, defend and hold harmless Envera is limited. To the extent the terms of this Agreement are in conflict with the statutes and law regarding indemnification by community development districts, the scope of such provisions shall be deemed revised to provide the maximum amount of indemnification from Client permitted by such law. Further, the Parties expressly acknowledge that Florida law provides that Client may not indemnify a private party for damages, acts, or losses caused by the negligent acts or omissions of Envera, its officers, employees, agents, and subcontractors.
- c. Client is subject to the protections afforded under §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

14 Paragraph 16.13 is hereby added to the Agreement as follows:

Public Records. Envera understands and agrees that all documents of any kind provided to the CLIENT in connection with this Agreement may be public records, and, accordingly, Envera agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Envera acknowledges that the designated public records custodian for the Client is Calvin Teague ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Envera will 1) keep and maintain public records required by the Client to perform the Services; 2) upon request by the Public Records Custodian, provide the Client with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Envera does not transfer the records to the Public Records Custodian of the Client; and 4) upon completion of the Agreement, transfer to the Client, at no cost, all public records in Envera's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Envera, Envera will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Envera to comply with Section 119.0701, Florida Statutes may subject Envera to penalties under Section 119.10, Florida Statutes. Further, in the event Envera fails to comply with this Section or Section 119.0701, Florida Statutes, the Client will 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 ENVERA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ENVERA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CALVIN TEAGUE C/O PREMIER DISTRICT MANAGEMENT, LLC) AT (239) 690-7100, CTEAGUE@CDDMANAGEMENT.COM, OR 3820 COLONIAL BLVD., SUITE 101, FORT MYERS, FLORIDA 33966.

15 In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

16 This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.

SIGNATURES ON FOLLOWING PAGE

CLIENT: HERITAGE GREENS COMMUNITY
DEVELOPMENT DISTRICT

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

DocuSigned by:
Barbara Pitts
Signature: _____
Name: Barbara Pitts
Title: vice chair CDD board
Date: 3/22/2019

DocuSigned by:
Addi Aloya
Signature: _____
Name: Addi Aloya
Title: CEO
Date: 3/22/2019

COPY VIEW



ENVERA SERVICES AGREEMENT CHANGE ORDER

"Client": Heritage Greens Community Development District
 "Community": Heritage Greens Community Development District
 "Premises": Main Entrance: Heritage Greens Dr & Immokalee Rd, Naples, Florida 34119
 "Services" to be Added: None
 "Services" to be Removed: None

Change Order Date: 3/11/2019
 Agreement Number: 00001709
 Quote Number: Q-03970

Client hereby authorizes and directs Envera to make change(s) to the above project as set forth on this Change Order and agrees to pay the additional amounts provided by this Change Order. The work contemplated by this Change Order shall be performed under the same terms and conditions as the Services set forth in the original Agreement between the parties.

EQUIPMENT TO BE ADDED OR REMOVED FROM PRIOR ORDER

Main Entrance - Exit License Plate Camera

QTY	PRODUCT	INSTALL INVESTMENT
1	License Plate Camera - 2 MP	
1	8' Post	
125	Wire	
35	Trenching & Backfilling	
40	Conduit	
Main Entrance - Exit License Plate Camera TOTAL:		\$2,428.86

Main Entrance - Gate Strike Sensors

QTY	PRODUCT	INSTALL INVESTMENT
4	Barrier Gate Strike Sensor	
400	Wire	
50	Bore	
1	Bore Setup	
Main Entrance - Gate Strike Sensors TOTAL:		\$3,133.52

Total Installation Fee: \$5,562.38

50% Installation Deposit Due: \$2,781.19

INCREASES OR DECREASES TO SCHEDULE OF FEES

Effective beginning with invoice for services performed as of the Commencement Date.

Envera will inspect the four existing barrier gates and make necessary repairs at Standard Rates prior to commencement of the Service & Maintenance Plan.

Main Entrance - Exit License Plate Camera

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$19.86	\$19.86
Main Entrance - Exit License Plate Camera TOTAL:			\$19.86

Main Entrance - Gate Strike Sensors

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$9.54	\$9.54
Main Entrance - Gate Strike Sensors TOTAL:			\$9.54

Main Entrance - Maintenance on 4 Existing Barrier Gates

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$300.00	\$300.00
Main Entrance - Maintenance on 4 Existing Barrier Gates TOTAL:			\$300.00

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Monthly Service Rates: \$329.40

0.00% Sales Tax: \$0.00

Total Monthly Service Rates with Sales Tax: \$329.40

2 Month Pre-Payment Deposit Due: \$658.80

IN WITNESS WHEREOF, the parties have executed this Change Order on the dates written below.

CLIENT:

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

DocuSigned by:

Barbara Pitts

DocuSigned by:

Addi Aloya

Signature:

7389159AAA91499...

Barbara Pitts

Signature:

6825348C4AEF47E...

Addi Aloya

Name:

Vice Chair CDD board

Name:

CEO

Title:

3/22/2019

Title:

3/22/2019

Date:

Date:



1•800•SEALCOAT

D & G SEALCOATING AND STRIPING, INC
 17580 ROCKEFELLER CIRCLE
 FORT MYERS, FL 33967

TEL: (239)267-1711
 FAX: (239)267-2011

www.dngsealcoat.com

Ryan Terry, Owner

ryan@dngsealcoat.com

LICENSED AND INSURED IN LEE, COLLIER AND CHARLOTTE COUNTIES
 CHAPTER PARTNER OF COMMUNITY ASSOCIATIONS INSTITUTE (CAI)



www.facebook.com/dngsealcoat

QUOTATION

NAME / ADDRESS			
Sabrina Burnette Premier District Management 3820 Colonial Blvd., Suite 101 Fort Myers, FL 33966		TELEPHONE	DATE
		239-690-7100 ext. 106	11/13/2018
LOCATION		FAX	E-MAIL
Heritage Greens Entrance			sburnette@cddmanagement.com
DESCRIPTION			TOTAL
Installation of (5) 4" SlowStop Rebounding Bollards, 42" tall Energy / Absorption: 2,667 joules / 1,967 lbs. Temperature Rating: -40 Pipe Coating: Polyester Outdoor Powder Coat Cast Iron Coating: Enviro friendly water - based KTL Coating			
PAYMENT TERMS	PAYMENT DUE UPON COMPLETION	TOTAL ESTIMATE	\$ 3,250.00
Printed Name-- Signee		Authorized Signature	
Title		Date	
		Primary Contact-- Name	
		Phone Number	

**Officially Ranked as a USA Top Contractor for 5 consecutive years by Pavement Magazine
 FIRST PLACE NATIONAL AWARD IN THE SMALL JOB (500,000 sf) CATEGORY**

**HERITAGE GREENS
COMMUNITY DEVELOPMENT DISTRICT**

Financial Report

March 31, 2019

unaudited

Prepared by:
Premier District Management

Balance Sheet
Heritage Greens Community Development District
March 31, 2019

GENERAL
FUND

ASSETS

Cash - Iberia Operating	50,756.79
Investments - Iberia - MMA	332,013.94
Prepaid Items	3,243.98
TOTAL ASSETS	386,014.71

LIABILITIES AND FUND BALANCES

LIABILITIES

Accounts Payable	3,187.63
TOTAL LIABILITIES	3,187.63

FUND BALANCES

Nonspendable	
Prepaid Items	3,243.98
Assigned	
Reserves - Drainage	6,000.00
Reserves - Fountains	5,500.00
Reserves - Irrigation System	7,500.00
Reserves - Roads and Sidewalks	53,028.00
Reserves - Signage	1,000.00
Reserves - Wall Painting	6,000.00
Reserves - Wall Replacement	12,788.00
Operating Reserves	58,697.00

Unassigned	
Unassigned	229,072.10

TOTAL FUND BALANCES	382,827.08
TOTAL LIABILITIES AND FUND BALANCES	386,014.71

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

General Fund

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>YTD BUDGET</u>	<u>YTD ACTUAL</u>	<u>Variance</u>	<u>% ANNUAL BUDGET</u>	<u>MAR 31, 2019 Actual</u>
Revenues						
Interest Income	500	250	1,514	1,264	(303)	393
Interest - Tax Collector	0	0	85	85	0	0
Gate Stickers/Cards	1,000	500	1,880	1,380	(188)	210
Special Assmnts- Tax Collector	242,904	121,452	224,877	103,425	(93)	0
Special Assmnts- Discounts	(9,716)	(4,858)	(4,715)	143	(49)	0
Other Miscellaneous Revenues	0	0	2,364	2,364	0	0
Total Revenues	234,688	117,344	226,005	108,661	(96)	603
Expenses						
Administrative						
P/R-Board Of Supervisors	4,800	2,400	1,600	800	33	200
Payroll-Processing Fees	456	228	445	(217)	98	206
Employment Taxes	368	184	132	52	36	(5)
Profserv-Engineering	1,000	500	0	500	0	0
Profserv-Legal Services	4,000	2,000	1,365	635	34	98
Litigation Expenses	0	0	108	(108)	0	0
Profserv-Mgmt Consulting Serv	41,813	20,807	21,448	(642)	52	3,468
Profserv-Property Appraiser	3,644	1,822	219	1,603	6	0
Profserv-Special Assessment	5,628	2,814	2,415	399	43	483
Profserv-Web Site Development	650	325	279	46	43	56
Auditing Services	3,000	1,500	0	1,500	0	0
Postage And Freight	1,500	750	21	729	1	21
Insurance - General Liability	8,500	4,250	3,582	688	42	702
Printing And Binding	1,000	500	0	500	0	0
Legal Advertising	1,500	750	221	530	15	0
Misc-Bank Charge	0	0	60	(60)	0	0
Misc-Assessmnt Collection Cost	4,855	2,427	4,403	(1,976)	91	0
Office Supplies	100	50	0	50	0	0
Annual District Filing Fee	175	87	175	(88)	100	0
Total Administrative	82,789	41,394	36,453	4,941	44	5,229
Public Safety						
Contracts-Gate Maintenance Service	1,550	775	0	775	0	0
Contracts-Cleaning Services	3,016	1,508	1,218	290	40	232
Contracts-HVAC	350	175	0	175	0	0
Contracts-Security Services	55,000	27,500	13,191	14,309	24	0
Contracts-Gates	1,200	600	515	85	43	103
Communication - Telephone	1,500	750	964	(214)	64	269
Electricity - Entrance	2,000	1,000	652	348	33	120
R&M-Gate	3,500	1,750	3,479	(1,729)	99	271
R&M-Gatehouse	2,000	1,000	240	760	12	0

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

General Fund

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>YTD BUDGET</u>	<u>YTD ACTUAL</u>	<u>Variance</u>	<u>% ANNUAL BUDGET</u>	<u>MAR 31, 2019 Actual</u>
Op Supplies - Gate Stickers	600	300	1,065	(765)	178	0
Op Supplies - Gatehouse	600	300	40	260	7	0
Public Safety	71,316	35,658	21,364	14,294	30	995
<u>Landscape</u>						
Contracts-Landscape	19,800	9,900	3,300	6,600	17	0
Contracts-Preserve Management	1,760	880	880	0	50	0
Utility - Water & Sewer	700	350	409	(59)	58	65
Electricity - Irrigation	2,200	1,100	1,130	(30)	51	346
R&M-Canals	4,700	2,350	0	2,350	0	0
R&M-Fountain	2,516	1,258	350	908	14	0
R&M-Renewal and Replacement	3,000	1,500	0	1,500	0	0
R&M-Grounds	3,000	1,500	49	1,451	2	49
R&M-Irrigation	1,500	750	400	350	27	0
R&M-Preserves	100	50	146	(96)	146	0
Misc-Special Projects	3,344	1,872	9,515	(7,843)	285	0
Landscape	42,620	21,310	16,179	5,131	38	460
<u>Road and Street Facilities</u>						
Electricity - Streetlighting	10,500	5,250	6,258	(1,008)	60	1,783
R&M-Drainage	1,550	775	1,425	(650)	92	855
R&M-Sidewalks	3,500	1,750	6,900	(5,150)	197	0
R&M-Roads & Alleyways	2,000	1,000	3,925	(2,925)	196	0
Traffic Signage Rehabilitation	1,400	700	2,016	(1,316)	144	0
Total Road and Street Facilities	18,950	9,475	20,524	(11,049)	108	2,638
<u>Capital Expenditures & Projects</u>						
Capital Outlay	3,000	1,500	0	1,500	0	0
Reserve - Roadways	16,013	8,007	0	8,007	0	0
Total Capital Expenditures & Projects	19,013	9,507	0	9,507	0	0
Total Expenses	234,688	117,344	94,520	22,824	40	9,322
Excess Revenue Over (Under) Expenditures	0	0	131,485	85,837	0	(8,719)

**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

	<u>OCT</u> <u>Actual</u>	<u>NOV</u> <u>Actual</u>	<u>DEC</u> <u>Actual</u>	<u>JAN</u> <u>Actual</u>	<u>FEB</u> <u>Actual</u>	<u>MAR</u> <u>Actual</u>	<u>APR</u> <u>Budget</u>	<u>MAY</u> <u>Budget</u>	<u>JUN</u> <u>Budget</u>	<u>JUL</u> <u>Budget</u>	<u>AUG</u> <u>Budget</u>	<u>SEP</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Year to</u> <u>Date</u> <u>Actual</u>
Revenues														
Interest Income	0	0	355	402	364	393	42	42	42	42	42	42	500	1,514
Interest - Tax Collector	0	0	0	85	0	0	0	0	0	0	0	0	0	85
Gate Stickers/Cards	320	0	900	450	0	210	83	83	83	83	83	83	1,000	1,880
Special Assmnts- Tax Collector	0	119,311	88,614	11,882	5,070	0	20,242	20,242	20,242	20,242	20,242	20,242	242,904	224,877
Special Assmnts- Discounts	0	(778)	(3,516)	(343)	(78)	0	(810)	(810)	(810)	(810)	(810)	(810)	(9,716)	(4,715)
Other Miscellaneous Revenues	231	2,133	0	0	0	0	0	0	0	0	0	0	0	2,364
Total Revenues	551	120,666	86,353	12,476	5,356	603	19,557	19,557	19,557	19,557	19,557	19,557	234,688	226,005
Expenses														
Administrative														
P/R-Board Of Supervisors	800	0	200	200	200	200	400	400	400	400	400	400	4,800	1,600
Payroll-Processing Fees	38	38	59	70	34	206	38	38	38	38	38	38	456	445
Employment Taxes	66	0	17	38	17	(5)	31	31	31	31	31	31	368	132
Profserv-Engineering	0	0	0	0	0	0	83	83	83	83	83	83	1,000	0
Profserv-Legal Services	455	455	195	163	0	98	333	333	333	333	333	333	4,000	1,365
Litigation Expenses	0	108	0	0	0	0	0	0	0	0	0	0	0	108
Profserv-Mgmt Consulting Serv	3,488	3,468	4,110	3,468	3,468	3,468	3,468	3,468	3,468	3,468	3,468	3,468	41,613	21,448
Profserv-Property Appraiser	219	0	0	0	0	0	304	304	304	304	304	304	3,644	219
Profserv-Special Assessment	483	483	0	483	483	483	469	469	469	469	469	469	5,628	2,415
Profserv-Web Site Development	56	56	0	56	56	56	54	54	54	54	54	54	650	279
Auditing Services	0	0	0	0	0	0	250	250	250	250	250	250	3,000	0
Postage And Freight	0	0	0	0	0	21	125	125	125	125	125	125	1,500	21
Insurance - General Liability	541	698	541	541	541	702	708	708	708	708	708	708	8,500	3,562
Printing And Binding	0	0	0	0	0	0	83	83	83	83	83	83	1,000	0
Legal Advertising	221	0	0	0	0	0	125	125	125	125	125	125	1,500	221
Misc-Bank Charge	60	0	0	0	0	0	0	0	0	0	0	0	0	60
Misc-Assessmnt Collection Cost	0	2,371	1,702	231	100	0	405	405	405	405	405	405	4,855	4,403
Office Supplies	0	0	0	0	0	0	8	8	8	8	8	8	100	0
Annual District Filing Fee	175	0	0	0	0	0	15	15	15	15	15	15	175	175
Total Administrative	6,582	7,677	6,824	5,250	4,899	5,229	6,899	6,899	6,899	6,899	6,899	6,899	82,789	36,453
Public Safety														
Contracts-Gate Maintenance Service	0	0	0	0	0	0	129	129	129	129	129	129	1,550	0
Contracts-Cleaning Services	406	232	0	348	0	232	251	251	251	251	251	251	3,016	1,218
Contracts-HVAC	0	0	0	0	0	0	29	29	29	29	29	29	350	0
Contracts-Security Services	0	4,397	4,397	4,397	0	0	4,583	4,583	4,583	4,583	4,583	4,583	55,000	13,191
Contracts-Gates	103	103	0	481	(275)	103	100	100	100	100	100	100	1,200	515

**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

	<u>OCT</u> <u>Actual</u>	<u>NOV</u> <u>Actual</u>	<u>DEC</u> <u>Actual</u>	<u>JAN</u> <u>Actual</u>	<u>FEB</u> <u>Actual</u>	<u>MAR</u> <u>Actual</u>	<u>APR</u> <u>Budget</u>	<u>MAY</u> <u>Budget</u>	<u>JUN</u> <u>Budget</u>	<u>JUL</u> <u>Budget</u>	<u>AUG</u> <u>Budget</u>	<u>SEP</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Year to</u> <u>Date</u> <u>Actual</u>
Communication - Telephone	0	0	137	424	134	269	125	125	125	125	125	125	1,500	964
Electricity - Entrance	291	77	87	78	0	120	167	167	167	167	167	167	2,000	652
R&M-Gate	60	0	346	1,470	1,333	271	292	292	292	292	292	292	3,500	3,479
R&M-Gatehouse	30	0	30	0	180	0	167	167	167	167	167	167	2,000	240
Op Supplies - Gate Stickers	1,065	0	0	0	0	0	50	50	50	50	50	50	600	1,065
Op Supplies - Gatehouse	0	0	0	40	0	0	50	50	50	50	50	50	600	40
Total Operations & Maintenance	1,955	4,809	4,997	7,238	1,372	995	5,943	5,943	5,943	5,943	5,943	5,943	71,316	21,364
<u>Landscape</u>														
Contracts-Landscape	3,300	0	0	0	0	0	1,650	1,650	1,650	1,650	1,650	1,650	19,800	3,300
Contracts-Preserve	0	0	0	880	0	0	147	147	147	147	147	147	1,760	880
Management														
Utility - Water & Sewer	(86)	94	208	65	65	65	58	58	58	58	58	58	700	409
Electricity - Irrigation	297	168	155	165	0	346	183	183	183	183	183	183	2,200	1,130
R&M-Canals	0	0	0	0	0	0	392	392	392	392	392	392	4,700	0
R&M-Fountain	150	0	200	0	0	0	210	210	210	210	210	210	2,516	350
R&M-Renewal and Replacement	0	0	0	0	0	0	250	250	250	250	250	250	3,000	0
R&M-Grounds	0	0	0	0	0	49	250	250	250	250	250	250	3,000	49
R&M-Irrigation	0	200	200	0	0	0	125	125	125	125	125	125	1,500	400
R&M-Preserves	146	0	0	0	0	0	8	8	8	8	8	8	100	146
Misc-Special Projects	0	0	0	0	9,515	0	279	279	279	279	279	279	3,344	9,515
Total Operations & Maintenance	3,807	462	763	1,110	9,580	460	3,552	3,552	3,552	3,552	3,552	3,552	42,620	16,179
<u>Road and Street Facilities</u>														
Electricity - Streetlighting	1,801	901	886	887	0	1,783	875	875	875	875	875	875	10,500	6,258
R&M-Drainage	0	0	0	0	570	855	129	129	129	129	129	129	1,550	1,425
R&M-Sidewalks	6,900	0	0	0	0	0	292	292	292	292	292	292	3,500	6,900
R&M-Roads & Alleyways	0	0	3,925	0	0	0	167	167	167	167	167	167	2,000	3,925
Traffic Signage Rehabilitation	0	0	0	29	1,987	0	117	117	117	117	117	117	1,400	2,016
Total Road and Street Facilities	8,701	901	4,811	916	2,557	2,638	1,580	1,580	1,580	1,580	1,580	1,580	18,950	20,524
<u>Capital Expenditures & Projects</u>														
Capital Outlay	0	0	0	0	0	0	250	250	250	250	250	250	3,000	0
Reserve - Roadways	0	0	0	0	0	0	1,334	1,334	1,334	1,334	1,334	1,334	16,013	0
Total Operations & Maintenance	0	0	0	0	0	0	1,584	1,584	1,584	1,584	1,584	1,584	19,013	0
Total Expenses	21,045	13,849	17,395	14,514	18,408	9,322	19,558	19,558	19,558	19,558	19,558	19,558	234,688	94,520
Excess Revenue Over (Under) Expenditures	(20,494)	106,817	68,958	(2,038)	(13,052)	(8,719)	(1)	(1)	(1)	(1)	(1)	(1)	0	131,485

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%

Distribution	Gross Amount Received	Discount/ (Penalties)	Collection Cost	Net Amount Received	ALLOCATION
					General Fund
October	-	-	-	-	-
November	1,814	(95)	(34)	1,685	1,814
	17,054	(682)	(327)	16,044	17,054
	100,443	-	(2,009)	98,434	100,443
December	65,912	(2,637)	(1,266)	62,009	65,912
	22,702	(879)	(436)	21,386	22,702
January	11,882	(343)	(231)	11,308	11,882
February	5,070	(78)	(100)	4,892	5,070
March	-	-	-	-	-
April					
May					
June					
July					
August					
September					
TOTAL	224,877	(4,715)	(4,403)	215,759	224,877
BALANCE REMAINING					\$ 18,028

TOTAL ASSESSMENTS	\$ 242,905	PERCENT COLLECTED	92.58%
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HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

Cash and Investment Report

March 31, 2019

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
<u>General Fund</u>			
Checking - Operating Fund (1832)	Iberia	0.85%	51,504
Money Market Account (1840)	Iberia	1.26%	<u>332,014</u>
		TOTAL	<u>\$ 383,518</u>

Heritage Greens Community Development District Reconciliation - Iberia Bank 1832 OP

Run: 4/03/2019 @ 7:24 AM

Page: 1

Closing Balance from Previous Statement.....	2/28/2019	69,129.00
2 Deposits and Other Additions Totaling		234.00
18 Checks and Other Withdrawals Totaling		17,899.76
0 Adjustments Totaling		0.00
0 Voids Totaling		0.00
Service Charge.....		0.00
Interest Earned.....	3/31/2019	40.67
Closing Balance for this Statement.....	3/31/2019	51,503.91
Difference.....		0.00

Cash Balance from General Ledger.....	3/31/2019	50,756.79
Open Activity from Bank Register.....		(747.12)
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		51,503.91

Date	Reference	Deposit Description	Amount
✓ 3/04/2019	DEP	Payroll Tax Refund	24.00
✓ 3/27/2019	DEP	Branch Deposit	210.00
Total Deposits:			234.00

Date	Check	To	Check Description	Amount
✓ 2/27/2019	0010091	New IQ	Invoices	977.50
✓ 2/27/2019	0010092	Precision Cleaning, Inc.	Street Sweeping Maintenance	285.00
✓ 2/27/2019	021819 WGS	ADP	BOS Meeting Compensation (Wages) - 2/18/2019	184.70
✓ 2/28/2019	0010093	Sapphire Maintenance Inc.	Invoices 18157, 18158	9,665.00
✓ 3/04/2019	EFT	Surepayroll	Payroll Processing Fees	4.00
✓ 3/07/2019	EFT	Collier County Utilities	Water Utility	64.54
✓ 3/08/2019	EFT	ADP	Payroll Setup & Processing Fees	113.47
✓ 3/12/2019	0010094	Coleman, Yovanovich & Koester, PA	Professional Services	97.50
✓ 3/12/2019	0010095	Genesta Service Group, Inc.	Janitorial Service January 2019	232.00
✓ 3/12/2019	0010096	Premier District Management	District Management & Field Services - MAR 2019	4,109.61
✓ 3/12/2019	EFT	FPL	Electricity Service	1,096.68
✓ 3/15/2019	0010097	EGIS Insurance Advisors, LLC	General Liability Insurance - Policy Amendment	161.00
✓ 3/15/2019	0010098	New IQ	Gate Repair	270.50
✓ 3/15/2019	EFT	ADP	Payroll Tax Adjustment	2.40
✓ 3/25/2019	EFT	ADP	BOS Compensation - MAR 2019	184.70
✓ 3/25/2019	EFT	ADP	Payroll Taxes - MAR 2019	31.80
✓ 3/26/2019	0010099	Precision Cleaning, Inc.	Street Sweeping Maintenance	285.00
✓ 3/27/2019	EFT	Comcast	Telephone Service	134.36
Total Checks:				17,899.76

Date	Reference	Adjustment Description	Amount
✓ 3/31/2019		Interest Earned	40.67
Total Adjustments:			40.67

Run: 4/03/2019 at 9:44 AM

Heritage Greens Community Development District
Check Register from 3/01/2019 to 3/31/2019
Iberia Bank 1832 OP

Page: 1

<u>Check</u>	<u>Date</u>	<u>Vendor / Description</u>	<u>Check / Payment</u>
EFT	3/04/2019	Surepayroll (Payroll Processing Fees)	4.00
EFT	3/07/2019	Collier County Utilities (Water Utility)	64.54
EFT	3/08/2019	ADP (Payroll Setup & Processing Fees)	113.47
0010094	3/12/2019	Coleman, Yovanovich & Koester, PA (Professional Services)	97.50
0010095	3/12/2019	Genesta Service Group, Inc. (Janitorial Service January 2019)	232.00
0010096	3/12/2019	Premier District Management (District Management & Field Services - MAR 2019)	4,109.61
EFT	3/12/2019	FPL (Electricity Service)	1,096.68
0010097	3/15/2019	EGIS Insurance Advisors, LLC (General Liability Insurance - Policy Amendment)	161.00
0010098	3/15/2019	New IQ (Gate Repair)	270.50
EFT	3/15/2019	ADP (Payroll Tax Adjustment)	2.40
EFT	3/25/2019	ADP (BOS Compensation - MAR 2019)	184.70
EFT	3/25/2019	ADP (Payroll Taxes - MAR 2019)	31.80
0010099	3/26/2019	Precision Cleaning, Inc. (Street Sweeping Maintenance)	285.00
0010100	3/27/2019	Collier County Tax Collector (Postage for First Tax Billing)	21.08
0010101	3/27/2019	Precision Cleaning, Inc. (Street Sweeping Maintenance)	570.00
EFT	3/27/2019	Comcast (Telephone Service)	134.36
<u>Total Checks:</u>			<u>7,378.64</u>

Run: 4/02/2019 @ 12:07 PM	Heritage Greens Community Development District Reconciliation - Iberia Bank 1840 MM	Page: 1
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Closing Balance from Previous Statement.....	2/28/2019	331,661.84
0 Deposits and Other Additions Totaling.....		0.00
0 Checks and Other Withdrawals Totaling.....		0.00
0 Adjustments Totaling.....		0.00
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....	3/31/2019	352.10
Closing Balance for this Statement.....	3/31/2019	332,013.94
Difference.....		0.00

Cash Balance from General Ledger.....	3/31/2019	332,013.94
Open Activity from Bank Register.....		0.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		332,013.94

Date	Reference	Adjustment Description	Amount
✓ 3/31/2019		Interest Earned	352.10
Total Adjustments:			352.10

	<u>Budget</u> <u>FY 2019</u>	<u>Proposed</u> <u>Budget</u> <u>FY 2020</u>	<u>Changes</u>
<u>Revenues</u>			
001.361001.0000 Interest Income	500	2,000	
001.361006.0000 Interest - Tax Collector	-	-	
001.362001.0000 Gate Stickers/Cards	1,000	1,000	
001.363010.0000 Special Assmnts- Tax Collector	242,904	242,904	
001.363090.0000 Special Assmnts- Discounts	(9,716)	(9,716)	
001.369900.0000 Other Miscellaneous Revenues	-	500	
001.389000.0000 HOA Contribution	-	-	
Total Revenues	234,688	236,688	
<u>Expenses</u>			
<u>Administrative</u>			
001.511001.0000 P/R-Board Of Supervisors	4,800	4,800	
001.512004.0000 Payroll-Processing Fees	456	542	
001.521001.0000 Employment Taxes	368	288	
001.531013.0000 Profserv-Engineering	1,000	1,000	
001.531023.0000 Profserv-Legal Services	4,000	4,000	
001.531025.0000 Litigation Expenses	-	200	
001.531027.0000 Profserv-Mgmt Consulting Serv	41,613	43,523	
001.531035.0000 Profserv-Property Appraiser	3,644	2,344	
001.531038.0000 Profserv-Special Assessment	5,628	5,797	
001.531047.0000 Profserv-Web Site Development	650	1,200	
001.532002.0000 Auditing Services	3,000	1,000	
001.541006.0000 Postage And Freight	1,500	875	
001.545002.0000 Insurance - General Liability	8,500	7,700	
001.547001.0000 Printing And Binding	1,000	1,000	
001.548002.0000 Legal Advertising	1,500	1,200	
001.549009.0000 Misc-Bank Charge	-	-	
001.549070.0000 Misc-Assessmnt Collection Cost	4,855	4,855	
001.551002.1001 Office Supplies	100	-	
001.554007.0000 Annual District Filing Fee	175	175	
Total Administrative	82,789	80,499	
<u>Public Safety</u>			
001.534001.0000 Contracts-Mgmt Services	-	-	
001.534002.0000 Contracts-Gate Maintenance Service	1,550	650	
001.534020.0000 Contracts-Cleaning Services	3,016	-	
001.534023.0000 Contracts-HVAC	350	204	
001.534033.0000 Contracts-Other Services	-	-	
001.534037.0000 Contracts-Security Services	55,000	30,146	
001.534140.0000 Contracts-Gates	1,200	3,952	
001.541003.0000 Communication - Telephone	1,500	1,600	
001.543010.0000 Electricity - Entrance	2,000	2,000	
001.546034.0000 R&M-Gate	3,500	4,000	
001.546035.0000 R&M-Gatehouse	2,000	2,000	

001.549069.0000 Misc-Hurricane	-	-
001.552035.0000 Op Supplies - Gate Stickers	600	900
001.552104.0000 Op Supplies - Gatehouse	600	50
001.564024.0000 Capital Outlay - Equipment	-	5,000
Total Public Safety	71,316	50,502
<u>Landscape & Irrigation</u>		
001.534050.0000 Contracts-Landscape	19,800	-
001.534076.0000 Contracts-Preserve Management	1,760	1,760
001.543033.0000 Utility - Water & Sewer	700	760
001.543033.1001 Electricity - Irrigation	2,200	-
001.546007.0000 R&M-Canals	4,700	-
001.546032.0000 R&M-Fountain	2,516	-
001.546036.0000 R&M-Renewal and Replacement	3,000	-
001.546037.0000 R&M-Grounds	3,000	1,500
001.546041.0000 R&M-Irrigation	1,500	-
001.546123.0000 R&M-Preserves	100	500
001.549915.0000 Misc-Special Projects	3,344	15,000
Total Landscape & Irrigation	42,620	19,520
<u>Roads & Sidewalks</u>		
001.543013.0000 Electricity - Streetlighting	10,500	10,600
001.546019.0000 R&M-Drainage	1,550	1,500
001.546084.1001 R&M-Sidewalks	3,500	9,000
001.546139.0000 R&M-Roads & Alleyways	2,000	5,092
001.549027.0000 Traffic Signage Rehabilitation	1,400	1,400
Total Roads & Sidewalks	18,950	27,592
<u>Capital Expenditures & Projects</u>		
001.564043.0000 Capital Outlay	3,000	18,575
001.568091.0000 Reserve - Roadways	16,013	40,000
Total Road & Street Facilities	19,013	58,575
<u>Other Sources/Uses</u>		
Total Expenses	234,688	236,688
Excess Revenue Over (Under) Expenditures	-	-

Heritage Greens Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2020 Operating Budget

General Fund	<u>Actual</u> FY 2017	<u>Budget</u> FY 2018	<u>Actual</u> FY 2018	<u>Budget</u> FY 2019	<u>Actual YTD</u> OCT-FEB	<u>Projected</u> MAR-SEP	<u>Total</u> <u>Projected</u> FY 2019	<u>Proposed</u> <u>Budget</u> FY 2020
<u>Revenues</u>								
001.361001.0000 Interest Income	979	539	539	500	1,121	900	2,021	2,000
001.361006.0000 Interest - Tax Collector	14	10	10	-	85	-	85	-
001.362001.0000 Gate Stickers/Cards	935	3,672	3,672	1,000	1,670	583	2,253	1,000
001.363010.0000 Special Assmnts- Tax Collector	244,442	242,904	242,919	242,904	224,877	18,027	242,904	242,904
001.363090.0000 Special Assmnts- Discounts	(8,853)	(8,955)	(8,955)	(9,716)	(4,715)	-	(4,715)	(9,716)
001.369900.0000 Other Miscellaneous Revenues	46	15,717	14,421	-	2,364	-	2,364	500
001.389000.0000 HOA Contribution	12,238	-	-	-	-	-	-	-
Total Revenues	249,801	253,887	252,606	234,688	225,402	19,510	244,912	236,688
<u>Expenses</u>								
<u>Administrative</u>								
001.511001.0000 P/R-Board Of Supervisors	3,200	3,850	4,000	4,800	1,400	1,400	2,800	4,800
001.512004.0000 Payroll-Processing Fees	-	250	234	456	271	271	542	542
001.521001.0000 Employment Taxes	245	508	306	368	137	85	222	288
001.531013.0000 Profserv-Engineering	-	500	476	1,000	-	600	600	1,000
001.531023.0000 Profserv-Legal Services	4,283	6,500	11,452	4,000	1,268	2,700	3,968	4,000
001.531025.0000 Litigation Expenses	-	-	-	-	108	-	108	200
001.531027.0000 Profserv-Mgmt Consulting Serv	41,024	40,401	40,401	41,613	17,981	24,274	42,255	43,523
001.531035.0000 Profserv-Property Appraiser	3,644	3,644	3,644	3,644	219	2,126	2,345	2,344
001.531038.0000 Profserv-Special Assessment	6,525	5,628	5,628	5,628	1,932	3,696	5,628	5,797
001.531047.0000 Profserv-Web Site Development	941	650	650	650	223	3,300	3,523	1,200
001.532002.0000 Auditing Services	2,900	3,000	3,000	3,000	-	3,000	3,000	1,000
001.541006.0000 Postage And Freight	505	300	48	1,500	-	300	300	875
001.545002.0000 Insurance - General Liability	7,823	8,152	7,936	8,500	2,860	4,187	7,047	7,700
001.547001.0000 Printing And Binding	-	500	-	1,000	-	850	850	1,000
001.548002.0000 Legal Advertising	1,272	2,200	2,879	1,500	221	875	1,096	1,200
001.549009.0000 Misc-Bank Charge	789	950	908	-	60	-	60	-
001.549070.0000 Misc-Assessmnt Collection Cost	4,711	4,855	4,704	4,855	4,403	400	4,803	4,855
001.551002.1001 Office Supplies	-	175	-	100	-	-	-	-
001.554007.0000 Annual District Filing Fee	175	175	175	175	175	-	175	175
Total Administrative	78,037	82,238	86,441	82,789	31,258	48,064	79,322	80,499

Heritage Greens Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2020 Operating Budget

General Fund	<u>Actual</u> FY 2017	<u>Budget</u> FY 2018	<u>Actual</u> FY 2018	<u>Budget</u> FY 2019	<u>Actual YTD</u> OCT-FEB	<u>Projected</u> MAR-SEP	<u>Total</u> <u>Projected</u> FY 2019	<u>Proposed</u> <u>Budget</u> FY 2020
<u>Public Safety</u>								
001.534001.0000 Contracts-Mgmt Services	400	-	-	-	-	-	-	-
001.534002.0000 Contracts-Gate Maintenance Service	-	1,550	1,540	1,550	-	1,550	1,550	650
001.534020.0000 Contracts-Cleaning Services	2,944	3,016	2,479	3,016	986	1,759	2,745	-
001.534023.0000 Contracts-HVAC	-	350	314	350	-	204	204	204
001.534033.0000 Contracts-Other Services	1,540	-	-	-	-	-	-	-
001.534037.0000 Contracts-Security Services	52,635	50,000	44,334	55,000	13,191	32,083	45,274	30,146
001.534140.0000 Contracts-Gates	-	500	500	1,200	412	700	1,112	3,952
001.541003.0000 Communication - Telephone	2,048	1,750	1,562	1,500	695	875	1,570	1,600
001.543010.0000 Electricity - Entrance	2,011	2,200	1,678	2,000	532	600	1,132	2,000
001.546034.0000 R&M-Gate	1,148	2,500	3,238	3,500	3,209	1,000	4,209	4,000
001.546035.0000 R&M-Gatehouse	-	4,000	3,694	2,000	240	1,167	1,407	2,000
001.549069.0000 Misc-Hurricane	-	6,000	5,755	-	-	-	-	-
001.552035.0000 Op Supplies - Gate Stickers	1,066	2,100	1,753	600	1,065	350	1,415	900
001.552104.0000 Op Supplies - Gatehouse	-	100	-	600	40	350	390	50
001.564024.0000 Capital Outlay - Equipment	58,223	100	1	-	-	22,634	22,634	5,000
Total Public Safety	122,015	74,166	66,848	71,316	20,370	63,272	83,642	50,502
<u>Landscape & Irrigation</u>								
001.534050.0000 Contracts-Landscape	15,727	18,200	18,183	19,800	3,300	16,000	19,300	-
001.534076.0000 Contracts-Preserve Management	1,760	1,760	1,760	1,760	880	880	1,760	1,760
001.543033.0000 Utility - Water & Sewer	705	1,200	1,006	700	345	408	753	760
001.543033.1001 Electricity - Irrigation	1,895	2,200	1,815	2,200	783	1,283	2,066	-
001.546007.0000 R&M-Canals	1,200	2,400	2,350	4,700	-	4,700	4,700	-
001.546032.0000 R&M-Fountain	1,575	2,516	1,715	2,516	350	-	350	-
001.546036.0000 R&M-Renewal and Replacement	360	1,707	200	3,000	-	3,000	3,000	-
001.546037.0000 R&M-Grounds	6,130	8,000	7,992	3,000	-	3,000	3,000	1,500
001.546041.0000 R&M-Irrigation	1,268	2,000	1,518	1,500	400	1,123	1,523	-
001.546123.0000 R&M-Preserves	-	100	-	100	146	58	204	500
001.549915.0000 Misc-Special Projects	2,100	11,000	10,035	3,344	9,515	500	10,015	15,000
Total Landscape & Irrigation	32,720	51,083	46,574	42,620	15,719	30,952	46,671	19,520

Heritage Greens Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2020 Operating Budget

General Fund	<u>Actual</u> FY 2017	<u>Budget</u> FY 2018	<u>Actual</u> FY 2018	<u>Budget</u> FY 2019	<u>Actual YTD</u> OCT-FEB	<u>Projected</u> MAR-SEP	<u>Total</u> <u>Projected</u> FY 2019	<u>Proposed</u> <u>Budget</u> FY 2020
<u>Roads & Sidewalks</u>								
001.543013.0000 Electricity - Streetlighting	11,155	10,500	9,317	10,500	4,475	6,125	10,600	10,600
001.546019.0000 R&M-Drainage	-	24,500	23,525	1,550	570	900	1,470	1,500
001.546084.1001 R&M-Sidewalks	8,565	8,485	7,960	3,500	6,900	250	7,150	9,000
001.546139.0000 R&M-Roads & Alleyways	275	2,000	1,375	2,000	3,925	1,100	5,025	5,092
001.549027.0000 Traffic Signage Rehabilitation	-	400	-	1,400	2,016	300	2,316	1,400
Total Roads & Sidewalks	19,995	45,885	42,177	18,950	17,886	8,675	26,561	27,592
<u>Capital Expenditures & Projects</u>								
001.564043.0000 Capital Outlay	-	-	-	3,000	-	-	-	18,575
001.568091.0000 Reserve - Roadways	2,395	-	-	16,013	-	-	-	40,000
Total Road & Street Facilities	2,395	-	-	19,013	-	-	-	58,575
<u>Other Sources/Uses</u>								
Total Expenses	255,162	253,372	242,040	234,688	85,233	150,963	236,196	236,688
Excess Revenue Over (Under) Expenditures	(5,361)	515	10,566	-	140,169	(131,453)	8,716	-
Beginning Fund Balance	249,134		243,774	262,926			\$ 262,926	\$ 260,060
Ending Fund Balance	243,774		262,926	262,926	\$ 391,513	(131,453)	\$ 260,060	\$ 318,635

Heritage Greens CDD Current Reserves

Assigned Fund Balance

Operating Reserves - First Quarter Operating Capital		50,000	
Reserves - Drainage		6,000	
Reserves - Fountains		5,500	
Reserves - Irrigation System		7,500	
Reserves - Roads and Sidewalks - Previous Years	\$ 35,251		
Reserves - Roads and Sidewalks - FY 2016	\$ 24,850		
Reserves - Roads and Sidewalks - FY 2017	\$ 16,750		
Reserves - Roads and Sidewalks - FY 2018	\$ 16,013		
Reserves - Roads and Sidewalks - FY 2019	\$ 16,013	108,877	
	Subtotal	177,877	