

AGENDA
Belmont Lakes Community
Development District

Regular Meeting
February 28, 2019
7:00 p.m.

Gazebo in Blackhawk Preserve,
15192 SW 15th Place, Davie,
Florida

**Belmont Lakes Community Development District
Budget and Regular Meeting
February 28, 2019
7:00 p.m.
Gazebo in Blackhawk Preserve, 15192 SW 15th Place, Davie, Florida**

AGENDA

- 1. Call To Order.**
- 2. Roll Call.**
- 3. Acceptance of Oath of Office**
- 4. Approval of Minutes**
 - a. September 11, 2018, Budget and Regular Meeting**
 - b. December 18, 2018, Landowner's Meeting**
- 5. Gate Issues**
 - a. Trap problems**
 - b. Motor Issues, Old Equipment**
 - c. Old "Clicker" System**
 - d. Envera Updated Monitoring System**
- 6. Flower Schedule and Other Landscape Issues**
- 7. Staff Reports**
 - a. Audit Status**
 - b. FEMA Hurricane Irma Status**
 - c. Financial Report**
 - d. Storm Drain Work**
- 8. Audience Comments.**
- 9. Supervisor's Comments.**
- 10. Adjournment.**

MINUTES
Belmont Lakes Community
Development District

Budget and Regular Meeting
September 11, 2018
7:00 p.m.

Belmont Lakes Community Development District
Budget and Regular Meeting
September 11, 2018
7:00 p.m.
Shenandoah Community Center Meeting Room, 14601 SW 14th Street,
Davie, Florida

Minutes

11. **Call To Order.** The meeting was called to order at 7:01 p.m. by Chair Dominick Madeo.
12. **Roll Call.** In attendance were Chair Dominick Madeo, Vice-Chair James Roach, Supervisor Noosha Patel, and Supervisor Lorraine Hurst. Supervisor Angie Medina was not in attendance. Also present was District Manager Christopher Wallace.

PUBLIC HEARINGS

13. **RESOLUTION 2018-3. A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019.** A motion was made by Supervisor Hurst and seconded by Vice-Chair Roach to adopt the resolution. Public members present discussed various items on the budget with the Board of Supervisors. The public hearing was then closed and in a voice vote, the Resolution was unanimously adopted. **Resolution approved (4-0).**
14. **RESOLUTION 2018-4. A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING LEVYING AN ASSESSMENT AND ESTABLISHING AN ASSESSMENT RATE FOR BENEFITED PARCELS FOR FISCAL YEAR 2018-2019.** Vice-Chair Roach moved to adopt the resolution. Supervisor Hurst seconded the motion and again public comments were heard by the Board and various budget items were discussed. The public hearing was then closed and in a voice vote, the Resolution was unanimously adopted. **Resolution approved (4-0).**
15. **Setting Meeting Dates For FY2019.** The Board directed that standing meeting dates would be advertised once for the entire year. The standing meeting dates are to be the last Tuesday of each month.
16. **Staff Reports.** There were no staff reports.

17. **Audience Comments.** Audience comments at this point were ad hoc and not in an ordered fashion.
18. **Supervisor's Comments.** It was noted that Supervisor Patel desired to resign her Supervisor's Seat as she had moved out of the community. The Board thanked her for her service. Supervisor Hurst moved to accept the resignation and Vice-Chair Roach seconded the motion. In a voice vote, the resignation was accepted. **(Supervisor Patel resignation accepted, 3-0).** The Board was advised that Supervisor Angie Medina had also announced her resignation due to other commitments. Supervisor Hurst moved to accept the resignation and Chair Madeo seconded the motion. In a voice vote, the resignation was accepted. **(Supervisor Medina resignation accepted, 3-0).** Supervisor Hurst moved to appoint Joe Capuozzo to fill former Supervisor Patel's now vacant seat. Chair Madeo seconded the motion, and in a voice vote, the Board unanimously appointed Mr. Capuozzo to the vacant seat **(Joe Capuozzo appointed to vacant Seat 4 previously held by Noosha Patel. The term of office will expire on November 8, 2020.)** Chair Madeo moved to appoint Annette Buckley to fill former Supervisor Medina's now vacant seat. Supervisor Hurst motion seconded the motion, and in a voice vote, the Board unanimously appointed Ms. Buckley to the vacant seat **(Annette Buckley appointed to vacant Seat 3 previously held by Angie Medina. The term of office will expire on November 8, 2020).** Mr. Wallace confirmed with both new appointees that they were both citizens of the United States and residents of the State of Florida. Mr. Wallace informed Mr. Capuozzo and Ms. Buckley that he would forward them a written Oath of Office that would need to be taken in front of a Florida Notary and returned to him before they could execute their duties as Supervisors. He recommended to them that they not discuss anything with each other or any of the Board members that may come before the Board for action. Mr. Wallace indicated to Ms. Patel, who was still present, that she would need to complete and return a final financial disclosure form.
19. **Other Business.** There was no further business.
20. **Adjournment.** There being no further business, the meeting was adjourned at 8:12 p.m.

Resolution 2018-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019.

WHEREAS, Belmont Lakes Community Development District is required to annually adopt a budget for its revenues and expenditures; and

WHEREAS, the District has sent first class notices to all property owners, utilizing the uniform method of levy and collection and placed a copy of the proposed budget on its website; and

WHEREAS, the Board of Supervisors has considered the proposed FY2019 operating budget:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The FY2018-2019 budget (Exhibit "A") is hereby adopted.

Section 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 11th DAY OF SEPTEMBER 2018.

Attest:

Chair

Secretary

Belmont Lakes Community Development District					
Proposed Budget					
Fiscal Year 2019					
Revenues:		FY18 Adopted	FY19 Proposed	Change	Comments
363.100	Administrative and Maintenance Assessments	168,255.17	166,169.71	(2,085.46)	
363.810	Debt Assessment	42,859.56	44,561.46	1,701.89	
363.831	Assessment Discounts	(8,444.59)	(8,429.25)	15.34	
	Net Assessment Revenue	202,670.14	202,301.92	(368.22)	
369.400	Other Income	1,000.00	959.00	(41.00)	
369.401	Interest Income	25.00	25.00	-	
	Total Expenditure	203,695.14	203,285.92	(409.22)	
Expenditures:					
511.513	Postage	200.00	200.00	-	
512.121	Management Fees	15,500.00	15,500.00	-	
512.211	Legal	500.00	-	(500.00)	eliminated
512.315	Legal Advertising	650.00	650.00	-	
512.320	Audit	4,500.00	4,500.00	-	
512.355	Meeting Room and Misc.	150.00	100.00	(50.00)	Reduced
512.356	Misc. Maintenance	750.00	750.00	-	
512.654	Dues, Licenses, and Subscriptions	175.00	175.00	-	
513.000	Properter Appraiser and Tax Collector Fees	3,489.00	4,300.00	811.00	tax collector increase due to asst increase
517.100	Debt Service- Principal	33,365.10	33,365.10	-	
517.200	Debt Service - Interest	7,780.08	9,413.90	1,633.82	Change in federal tax law grossed up interest
530.410	Telephone	1,450.00	1,450.00	-	Eliminated Comcast and combined with ATT Service for old transponder system
530.431	Electric	6,800.00	6,800.00	-	
530.450	Insurance	7,200.00	7,400.00	200.00	estimated premium increase
530.461	Cleaning Guardhouse	450.00	450.00	-	
530.462	Irrigation Maintenance	3,600.00	1,200.00	(2,400.00)	non contract irrigation costs
530.463	Lake Maintenance	3,350.00	3,588.00	238.00	spot treatments plus current costs
530.464	Landscaping	40,275.00	76,823.64	36,548.64	brightview w 3% inc 1/1/19 + Trugreen
530.496	Landscaping Replacement	30,000.00	-	(30,000.00)	replace foliage as necessary when FEMA reimburses for Irma
530.465	Lights	3,500.00	3,500.00	-	holiday lighting
530.466	Maintence, Gate and Guardhouse	12,640.00	7,000.00	(5,640.00)	replace gate motors when repaid by FEMA for Irma
530.491	Street Cleaning	500.00	-	(500.00)	Put this money into stormwater maintenance
530.492	Lights-Entry Gates and Guardhouse	750.00	250.00	(500.00)	new lighting system
530.497	Virtual Guard Monitoring Service	20,100.00	20,796.00	696.00	new envera contract 1/1/19
530.511	Bank Fee		75.00	75.00	bank now charging again
530.702	Street Maintenance and Repairs	500.00	500.00	-	
530.744	Stormwater Maintenance	500.00	-	(500.00)	postpone to FY20
530.745	Pressure Cleaning	5,000.00	4,000.00	(1,000.00)	community-wide
590.000	Contingency/Operating Reserve	20.96	499.28	478.32	
	Total Expenditures	203,695.14	203,285.92	(409.22)	
	Revenues Less Expenditures	-	-	-	
	Use Of Reserves			-	
	Net of Reserves			0	
	Gross Assessments	211,114.73	210,731.16	(383.57)	
	Less: Discounts Taken	(8,444.59)	(8,429.25)	15.34	
	Net Assessments	202,670.14	202,301.92	(368.22)	
	Gross Assessment	211,114.73	210,731.16	(383.57)	
	Number of Units	42	42		
	Gross Assessment Per Unit	5,026.54	5,017.41	(9.13)	
	Estimated Net Assessment After Discount	4,825.48	4,816.71	(8.77)	

RESOLUTION 2018-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AND LEVYING AN ASSESSMENT AND ESTABLISHING AN ASSESSMENT RATE FOR BENEFITED PARCELS FOR FISCAL YEAR 2018-2019

WHEREAS, Belmont Lakes Community Development District has adopted a budget on September 11, 2018; and

WHEREAS, the adopted budget contemplates revenues derived from parcels benefiting from the improvements and services provided to those parcels; and

WHEREAS, the Board of Supervisors has previously established and confirms for fiscal year 2018-2019 that all parcels equally benefit from the improvements and services and each parcel should be assessed the same rate of assessment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Board hereby levies an assessment of \$203,285.92 to fund the District's fiscal year 2018-2019 budget.

Section 2. Each parcel in the District is assessed \$5,017.41

Section 3. The District Manager is hereby instructed to certify the final roll to the Broward County Property Appraiser and Broward County Tax Collector

Section 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 11th Day of SEPTEMBER 2018.

Attest:

Dominick Madeo, Chair

Christopher Wallace, Secretary

**Belmont Lakes Community Development District
Board of Supervisors Landowners Meeting
December 18, 2018
7:00 p.m.
Shenandoah Park Meeting Room
14601 SW 14th Street
Davie, Florida**

MINUTES

- 1. Call To Order.** The meeting was called to order at 7:00 p.m
- 2. Selection of Meeting Chair.** District Manager Christopher Wallace was chosen to run the meeting.
- 3. Election of Supervisors, Seats 1 and 2.** Nominations were received from the floor for the vacant seats. The nominations for the vacant seats were then announced to the public. Landowner's were asked to deliver their ballots and any supporting documents to the Meeting Chair's Table for tabulation. The Ballots were tabulated in view of those attending the meeting. Dominick Madeo received the most votes for Seat 1 and James Roach received the most votes for Seat 2. Mr. Wallace announced that the ballots would be available for public inspection.
- 4. Adjournment.** After tabulating the Landowner's votes and announcing the successful candidates, the meeting was adjourned.

FIPS Code	011-UID7W-00
Name	Belmont Lakes Community Development District
Type	Special District Government
Event Job #	4337DR
Event Name	4337DR-FL
PNP	No
Recipient	Florida
Region	Region IV
Status	Eligible
Process Step	Eligible
Date RPA Received	10/4/2017
# Projects	0
# Damages	1

Source	Filename	Size	Category
Applicant Profile	20171103 PA 4337 SI Belmont Lake Development Broward.pdf	923331	EHP Site Inspection Report
Applicant Profile	RSM Notes Belnont Lakes.doc	39424	Mitigation General Documentation
Applicant Profile	belmont lakes cdd property insurance policy.pdf	210029	Insurance Policy
Applicant Profile	20171024 PA 4337 RSM Belmont Lakes Comm. Dev. Dist., Broward Co..docx	26471	EHP Recovery Scoping Meeting Report
Applicant Profile	blcdd hurrican irma fencing specification.pdf	3503962	General Procurement
Applicant Profile	belmont lakes cdd FY2017 Full Insurance Policy.pdf	8761393	Insurance Policy
Applicant Profile	blcdd hurrican irma landscaping specification.pdf	4069137	Contract Document
Applicant Profile	blcdd final post orders (002).pdf	97324	General Documents

Department of Homeland Security
Federal Emergency Management Agency
Request for Public Assistance

APPLICANT INFORMATION

APPLICANT Belmont Lakes Community Development District (011-UID7W-00)	DUNS NUMBER 080871839
---	---------------------------------

COUNTY Broward County

APPLICANT PHYSICAL LOCATION

ADDRESS 1			ADDRESS 2
7320 Griffin Road			Suite 102
CITY	COUNTY	STATE	ZIP
Davie	Broward County	Florida	33314

MAILING ADDRESS

Same as Applicant Physical Location

PRIMARY CONTACT / APPLICANT'S AUTHORIZED AGENT

ALTERNATE CONTACT

NAME Wallace, Christopher	NAME Wallace, Risa
TITLE Primary Contact	TITLE Alternate Contact
PHONE NUMBERS Work (Desk): (954) 903-0712	PHONE NUMBERS Work (Desk): (954) 903-0712
EMAIL ADDRESSES Work: chrisw@munilytics.biz	EMAIL ADDRESSES Work: risaw@munilytics.biz

Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? No

Private Non-Profit Organization? No

SUBMISSION & APPROVAL INFORMATION

RPA SUBMITTED BY CBT Admin	DATE RPA SUBMITTED 10/4/2017 9:21:27 PM
RPA RECIPIENT REVIEWER --	DATE RECIPIENT REVIEWED --
RPA PAGES REVIEWER HARRIS, WILLIAM C.	DATE PAGES REVIEWED 10/10/2017 1:30:37 PM
EVENT FEMA-4337DR-FL-4337DR	FIPS# 011-UID7W-00

**Department of Homeland Security
Federal Emergency Management Agency**

General Info

Applicant Name	Belmont Lakes Community Development District	Incident Name	Hurricane Irma
Applicant FIPS	011-UID7W-00	Incident Start Date	9/04/2017
Event Name	4337DR-FL	Incident End Date	10/18/2017
Event Job #	4337DR	Declaration Date	9/10/2017

Contacts

Applicant / Recipient Contacts

Name	Wallace, Christopher	Primary POC
Title	Primary Contact	
Phone	(954) 903-0712	
Email	chrisw@munilytics.biz	

Name	Wallace, Risa	Alternate POC
Title	Alternate Contact	
Phone	(954) 903-0712	
Email	risaw@munilytics.biz	

Name	Campen, Amanda	Recipient POC
Title	State - FDEM	
Phone	(850) 815-4155	
Email	amanda.campen@em.myflorida.com	

FEMA Contacts

Name	Kinsloe, Thomas G.	Primary PDMG
Phone	(202) 368-5786	
Email	thomas.kinsloe@fema.dhs.gov	

Damage Inventory

Damage #	Category	Name	Description	Project	Address 1	Address 2	City	State	Zip	Lat	Long	Primary Cause of Damage	Approx. Cost	% Work Complete	Labor type	Has Prior PA Grant?	Applicant Priority
17661	G	Fencing	Repair or Replace damaged chainlink fencing	[6307] Damaged Fencing and Incidental Debris Removal	15192 SW 14th Place		Davie	FL	33326	26.1023	-80.3529	Hurricane	\$54,000.00	100	Contract	No	High

60-Day Deadline

12/23/2017

Signed By Wallace, Christopher

Signed On

3/09/2018 7:21PM

Performed By	Action
CBT Admin	RPA imported by CBT from file provided by Anthony Wright at FEMA
JONES, CHRISTY A.	Applicant Eligibility Determination, Step 1: DIU RPA EMMIE Entry approved
HARRIS, WILLIAM C.	FEMA determined the applicant is eligible for public assistance.
Fannon, Jeremy S.	MIRAMONTES, LAURO assigned as the PDM for this applicant.
MIRAMONTES, LAURO	Exploratory Call scheduled on Tuesday, October 17, 2017 2:00 PM EDT
MIRAMONTES, LAURO	Exploratory Call scheduled on Tuesday, October 17, 2017 2:00 PM EDT has been updated
MIRAMONTES, LAURO	Exploratory call completed.
MIRAMONTES, LAURO	New RSM scheduled on Tuesday, October 24, 2017 10:00 AM EDT
SKALET, CRAIG D.	406 Mitigation indicated that it will attend the RSM.
	RSM Attendee added:
	Name: LYONS, JOHN B.
SKALET, CRAIG D.	Email: JOHN.LYONS@FEMA.DHS.GOV
	Phone: (917) 543-4574
	Type: 406 Mitigation
MIRAMONTES, LAURO	Exploratory call modified.
MIRAMONTES, LAURO	Exploratory call modified.
MIRAMONTES, LAURO	Exploratory call modified.
MIRAMONTES, LAURO	Exploratory call modified.
MIRAMONTES, LAURO	Exploratory call modified.
MIRAMONTES, LAURO	Commented: "I called Christopher Wallace today to confirm our RSM tomorrow, and to attempt and recover the DI from him. I also e-mailed him Friday 10/20/2017 regarding the DI and I have not heard from him since."
MIRAMONTES, LAURO	Damage #13987 - CAT A - Debris 30 Days was Removed.
	Reason: Place Holder
MIRAMONTES, LAURO	Damage #13988 - CAT A - Debris After 30 Days was Removed.
	Reason: Place Holder
MIRAMONTES, LAURO	Damage #13989 - Cat D- Drainage Systems was Removed.
	Reason: Place Holder
MIRAMONTES, LAURO	Damage #13990 - Cat G- Fencing, and Tennis Courts was Removed.
	Reason: Place Holder
MIRAMONTES, LAURO	Damage #17659 - Debris First 30 Days was Removed.
	Reason: 0% complete
MIRAMONTES, LAURO	Recovery Scope Meeting Completed
MIRAMONTES, LAURO	Damage #17660 - Emergency Protective Measures First 30 days was Removed.
	Reason: Applicant choose to withdrawal from claiming costs incurred to Category B due to the amount of money not meeting the minimum threshold.
CBT Admin	Applicant's Recipient POC set to Hutcherson, Melinda by Shade Hoskins at CBT per the request from Anthony Wright.
MIRAMONTES, LAURO	Damage #17662 - Debris After 30 Days was Removed.
	Reason: Debris for this applicant is not eligible.
	RSM Attendee added:
	Name: Wallace, Christopher
MIRAMONTES, LAURO	Title: Primary Contact
	Email: chrisw@munilytics.biz
	Phone: (954) 903-0712
	Type: Applicant
	RSM Attendee added:
	Name: Lauro Miramontes Cortes
MIRAMONTES, LAURO	Title: PDMG
	Email: Lauro.miramontescortes@fema.dhs.gov
	Phone: (202) 702-4768
	Type: FEMA - Other
	RSM Attendee added:
	Name: Kent Smith
MIRAMONTES, LAURO	Title: EHP
	Email: Kent.smith@fema.dhs.gov
	Phone: (202) 322-7454
	Type: FEMA - Other
	RSM Attendee added:
	Name: Tavis Collier
MIRAMONTES, LAURO	Title: EHP
	Email: Travis.collier@fema.dhs.gov
	Phone: (202) 718-1610
	Type: FEMA - Other
Covill, Kyle	Document "20171024 PA 4337 RSM Belmont Lakes Comm. Dev. Dist., Broward Co..docx" was uploaded
MIRAMONTES, LAURO	Commented: "Please note Bernard Jones re-scheduled the SI for the 31st of October. He did not provide the time in which the SI will be conducted. He notified us today 10/27/17 of these changes."
Williams, Crystal	Document "20171103 PA 4337 SI Belmont Lake Development Broward.pdf" was uploaded
	406 Mitigation RSM Report updated for Belmont Lakes Community Development District (011-UID7W-00) on 4337DR-FL (4337DR)
	Primary Contact 406 Mitigation Name: Unanswered -> Wallace, Christopher
	Primary Contact 406 Mitigation Title: Unanswered -> Primary Contact
	Primary Contact 406 Mitigation Email: Unanswered -> chrisw@munilytics.biz
	Primary Contact 406 Mitigation Area Code: -- -> 954
	Primary Contact 406 Mitigation Phone Number: -- -> 9030712
LYONS, JOHN B.	Has Utilized Mitigation Previously: Unanswered -> No
	Understands Match Applies to Mitigation: Unanswered -> Yes
	Has Discussed HGMP: Unanswered -> No
	Requested Additional 404_Mitigation Information: Unanswered -> Yes
	Primary Contact 404 Mitigation Name: Unanswered -> Wallace, Risa
	Primary Contact 404 Mitigation Title: Unanswered -> Alternate Contact
	Primary Contact 404 Mitigation Email: Unanswered -> risaw@munilytics.biz
	Primary Contact 404 Mitigation Area Code: -- -> 954
	Primary Contact 404 Mitigation Phone Number: -- -> 9030712
	406 Mitigation RSM Report updated for Belmont Lakes Community Development District (011-UID7W-00) on 4337DR-FL (4337DR)
LYONS, JOHN B.	Primary Contact 404 Mitigation Name: Wallace, Risa -> Wallace, Christopher
	Primary Contact 404 Mitigation Title: Alternate Contact -> Primary Contact
	Primary Contact 404 Mitigation Email: risaw@munilytics.biz -> chrisw@munilytics.biz
LYONS, JOHN B.	406 Mitigation RSM Report completed for Belmont Lakes Community Development District (011-UID7W-00) on 4337DR-FL (4337DR)
LYONS, JOHN B.	Document "RSM Notes Belmont Lakes.doc" was uploaded
WHITE, FRED E.	Confirmed interest in 404 Mitigation for Belmont Lakes Community Development District (011-UID7W-00) on 4337DR-FL (4337DR)
LAWRENCE, SUSAN T.	GARNER, HOWARD J. assigned as the Insurance Specialist for this applicant.
	Commented: "Good Morning Chris,
	I wanted to follow up with you regarding the documentation necessary to complete your Category G (Fence Project). When can we expect the following documentation:
	<ul style="list-style-type: none"> • Direct Administrative Costs Spreadsheet (Attached). • Timesheets to justify claim, or memo explaining why timesheets cannot be provided, i.e. you are a salary employee. We would still need your pay to be broken down to an hourly rate w/out fringe benefits. • Your fringe benefits calculation sheet (attached). • Pay Policy • Procurement Policy • Memo Stating that the damages being claimed are not insured. • Contract invoice or bid that you are going to pursue.
MIRAMONTES, LAURO	
	As for the irrigation system per our previous conversations we understand we need to wait on the fence project to be complete in order to fully capture the extent of the damage done to the irrigation system. Please update as soon as you have an opportunity. Thank you for all of your help. Have a good day.
	"
Fannon, Jeremy S.	Added Kinsloe, Thomas G. to the PDMGs for this applicant.
Kinsloe, Thomas G.	Commented: "Spoke with Chris by phone on 2/26. Introduced myself as new PDMG. Got update. Fence / debris work is scheduled to begin this week. Irrigation damage is still undetermined until fence is removed. Chris to upload insurance docs. Will check back next week."
DESROSIER, JASMINE R.	Set Kinsloe, Thomas G. as the primary PDMG for this applicant.
DESROSIER, JASMINE R.	Removed MIRAMONTES, LAURO from the PDMGs for this applicant.
Wallace, Christopher	Damage Inventory Signed
Wallace, Christopher	Damage Inventory Signed
Wallace, Christopher	Document "blcdd hurrican irma landscaping specification.pdf" was uploaded.
Wallace, Christopher	Document "blcdd hurrican irma fencing specification.pdf" was uploaded.
Wallace, Christopher	Document "belmont lakes cdd property insurance policy.pdf" was uploaded.
Kinsloe, Thomas G.	Document "belmont lakes cdd FY2017 Full Insurance Policy.pdf" was uploaded.
Matalino Jr, Thomas W.	Document "blcdd final post orders (002).pdf" was uploaded.
Kinsloe, Thomas G.	Applicant Project Determination Memo created for [6307] Damaged Fencing and Incidental Debris Removal
	Applicant Updated
	Recipient Contact: Hutcherson, Melinda -> Campen, Amanda
SCHNEIDER, STEFANIE A.	[6307] Damaged Fencing and Incidental Debris Removal was determined to be ineligible for public assistance.
	Comment: "DM has been approved and signed by IBD and OCC, sent certified mail to Applicant, tracking #7018 1130 0000 4424 3994."

Source	Note
Applicant Profile	RPA imported by CBT from file provided by Anthony Wright at FEMA. RPA Comment:
Applicant Profile	DIU RPA EMMIE Entry Comment: PA-04-FL-4337-RPA-0058
Applicant Profile	Please note Bernard Jones re-scheduled the SI for the 31st of October. He did not provide the time in which the SI will be conducted. He notified us today 10/27/17 of these changes.
	Good Morning Chris,
	I wanted to follow up with you regarding the documentation necessary to complete your Category G (Fence Project). When can we expect the following documentation:
Applicant Profile	<ul style="list-style-type: none"> • Direct Administrative Costs Spreadsheet (Attached). • Timesheets to justify claim, or memo explaining why timesheets cannot be provided, i.e. you are a salary employee. We would still need your pay to be broken down to an hourly rate with fringe benefits. • Your fringe benefits calculation sheet (attached). • Pay Policy • Procurement Policy • Memo Stating that the damages being claimed are not insured. • Contract invoice or bid that you are going to pursue.
	As for the irrigation system per our previous conversations we understand we need to wait for the fence project to be complete in order to fully capture the extent of the damage done to the irrigation system. Please update as soon as you have an opportunity. Thank you for all of your help. Have a good day.
Applicant Profile	Spoke with Chris by phone on 2/26. Introduced myself as new PDMG. Got update. Fence / irrigation work is scheduled to begin this week. Irrigation damage is still undetermined until fence is removed. Chris to upload insurance docs. Will check back next week.
Damage #17661	7/31/2018 – No mitigation measures were incorporated by the applicant for the damage and repairs detailed in the DDD and SOW of this project. From the information provided, work completed and uncompleted appears to be repair in kind. Jesus Reinoso.
Project #6307	CRC EHP Comment - Project #6307 (Cat G) is work yet to be completed and is therefore subject to conditioning in EHP Field Compliance review.
Project #6307	Project shell created within EMMIE. Comment: The Project Shell has been created in EMMIE and current documents are uploaded.
Project #6307	7/31/2018 – No mitigation measures were incorporated by the applicant for the damage and repairs detailed in the DDD and SOW of this project. From the information provided, work completed and uncompleted appears to be repair in kind. Jesus Reinoso.
Project #6307	Not available in EMMIE.

	PDTFL Review Completed
Project #6307	1. PROJECT PUT ON HOLD TO DETERMINE ELIGIBILITY 2. Missing Documentation - Belmont Lakes Community Development District Bi-Laws Jim Russell PDTFL 09-27-2018
Project #6307	Determination Memo request was created and submitted to PAGS 10/2/18 PD TFL TM.
Project #6307	To add irrigation damage to this project
Project #6307	To withdraw damage
Project #6307	RFI comments addressed
Project #6307	PA-04-FL-4337-PW-02665 has been submitted in EMMIE. Ready to approve in GM.
Project #6307	See EHP conditions
Project #6307	Project was determined to be ineligible.
Project #6308	To consolidate with fence project
Project #6308	The project was withdrawn

02/25/19

Belmont Lakes CDD

Profit and Loss Budget vs. Actual

October 2018 through January 2019

	Oct '18 - Jan '...	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
363.100 — Admin & Maintenance Assess...	161,360.04	166,169.71	-4,809.67	97.1%
363.810 — Debt Assessment	0.00	44,561.46	-44,561.46	0.0%
363.831 — Assessment Discounts	0.00	-8,429.25	8,429.25	0.0%
369.400 — Other Income	75.00	959.00	-884.00	7.8%
369.401 — Interest Income	126.95	25.00	101.95	507.8%
Total Income	161,561.99	203,285.92	-41,723.93	79.5%
Expense				
511.513 — Postage	0.00	200.00	-200.00	0.0%
512.121 — Management Fees-Admin	5,166.68	15,500.00	-10,333.32	33.3%
512.211 — Legal	0.00	0.00	0.00	0.0%
512.315 — Legal Advertising	143.00	650.00	-507.00	22.0%
512.320 — Audit & Acctg	0.00	4,500.00	-4,500.00	0.0%
512.355 — Meeting Room and Misc	25.00	100.00	-75.00	25.0%
512.356 — Miscellaneous Maintenance	0.00	750.00	-750.00	0.0%
512.514 — Office Supplies	16.21			
512.654 — Dues, Licenses & Subscriptions	175.00	175.00	0.00	100.0%
513.000 — Prop Appr & Tax Collector Fees	3,627.20	4,300.00	-672.80	84.4%
517.100 — Principal Payments on Bonds	0.00	33,365.10	-33,365.10	0.0%
517.200 — Interest Payments on Bonds	0.00	9,413.90	-9,413.90	0.0%
530.000 — Maintenance - Other	157.77	0.00	157.77	100.0%
530.410 — Telephone	445.12	1,450.00	-1,004.88	30.7%
530.431 — Electric	2,547.75	6,800.00	-4,252.25	37.5%
530.450 — Insurance	3,714.50	7,400.00	-3,685.50	50.2%
530.461 — Cleaning Guardhouse/Gazebo	0.00	450.00	-450.00	0.0%
530.462 — Irrigation Maintenance	731.70	1,200.00	-468.30	61.0%
530.463 — Lake Maintenance	1,380.00	3,588.00	-2,208.00	38.5%
530.464 — Landscaping	37,068.79	76,823.64	-39,754.85	48.3%
530.465 — Lights	3,164.90	3,500.00	-335.10	90.4%
530.466 — Maint. Gate-Guard House	0.00	7,000.00	-7,000.00	0.0%
530.467 — Gate Damage Repairs	443.67			
530.470 — Hurricane Expense	89.97			
530.491 — Street Cleaning	0.00	0.00	0.00	0.0%
530.492 — Lights-Entry Gates Guard Hou...	0.00	250.00	-250.00	0.0%
530.494 — Tennis Courts	325.00			
530.496 — Landscape Renovation	0.00	0.00	0.00	0.0%
530.497 — Virtual Guard Monitoring Serv	8,665.00	20,796.00	-12,131.00	41.7%
530.511 — Bank Fee	34.68	75.00	-40.32	46.2%
530.702 — Street Maint & Repairs	157.77	500.00	-342.23	31.6%
530.744 — Stormwater Maintenance	0.00	0.00	0.00	0.0%
530.745 — Pressure Cleaning	1,195.00	4,000.00	-2,805.00	29.9%
590.000 — Operating Reserve	0.00	499.28	-499.28	0.0%
Total Expense	69,274.71	203,285.92	-134,011.21	34.1%
Net Ordinary Income	92,287.28	0.00	92,287.28	100.0%
Net Income	92,287.28	0.00	92,287.28	100.0%

02/25/19

Belmont Lakes CDD
Balance Sheet Standard
As of January 31, 2019

	<u>Jan 31, '19</u>
ASSETS	
Current Assets	
Checking/Savings	
101.100 — SunTrust Bank	4.12
101.200 — PNC Bank	49.44
101.300 — BLCDD Valley B...	<u>94,614.89</u>
Total Checking/Savings	94,668.45
Accounts Receivable	
115.000 — Accounts Receiv...	<u>-140.22</u>
Total Accounts Receivable	-140.22
Other Current Assets	
1499 — Undeposited Funds	<u>25.00</u>
Total Other Current Assets	<u>25.00</u>
Total Current Assets	94,553.23
Other Assets	
155.000 — Prepaid Expenses	<u>-0.50</u>
Total Other Assets	<u>-0.50</u>
TOTAL ASSETS	<u><u>94,552.73</u></u>
LIABILITIES & EQUITY	
Equity	
271.020 — Retained Earnings	2,265.45
Net Income	<u>92,287.28</u>
Total Equity	<u>94,552.73</u>
TOTAL LIABILITIES & EQUITY	<u><u>94,552.73</u></u>

02/25/19

Belmont Lakes CDD
Balance Sheet Standard
As of September 30, 2017

	<u>Sep 30, '...</u>
ASSETS	
Current Assets	
Checking/Savings	
101.100 — SunTrust Bank	4.12
101.200 — PNC Bank	49.44
101.300 — BLCDD Valley B...	<u>43,737.16</u>
Total Checking/Savings	43,790.72
Accounts Receivable	
115.000 — Accounts Receiv...	<u>-140.22</u>
Total Accounts Receivable	<u>-140.22</u>
Total Current Assets	43,650.50
Other Assets	
155.000 — Prepaid Expenses	<u>-0.50</u>
Total Other Assets	<u>-0.50</u>
TOTAL ASSETS	<u><u>43,650.00</u></u>
LIABILITIES & EQUITY	
Equity	
271.020 — Retained Earnings	10,806.54
Net Income	<u>32,843.46</u>
Total Equity	<u>43,650.00</u>
TOTAL LIABILITIES & EQUITY	<u><u>43,650.00</u></u>

02/25/19

Belmont Lakes CDD
Profit and Loss Standard
October 2016 through September 2017

	<u>Oct '16 - Sep '17</u>
Ordinary Income/Expense	
Income	
363.100 — Admin & Maintenance Assess...	200,582.46
369.400 — Other Income	1,155.00
369.401 — Interest Income	27.22
	<hr/>
Total Income	201,764.68
Expense	
511.513 — Postage	158.58
512.121 — Management Fees-Admin	14,213.27
512.315 — Legal Advertising	327.60
512.318 — Web Site Costs	332.87
512.320 — Audit & Acctg	4,700.00
512.355 — Meeting Room and Misc	127.50
512.356 — Miscellaneous Maintenance	304.64
512.514 — Office Supplies	179.49
512.654 — Dues, Licenses & Subscriptions	175.00
513.000 — Prop Appr & Tax Collector Fees	400.00
517.100 — Principal Payments on Bonds	32,076.27
517.200 — Interest Payments on Bonds	9,068.91
530.000 — Maintenance - Other	349.14
530.410 — Telephone	1,275.00
530.431 — Electric	6,027.93
530.450 — Insurance	7,353.00
530.461 — Cleaning Guardhouse/Gazebo	2,051.12
530.462 — Irrigation Maintenance	243.94
530.463 — Lake Maintenance	3,036.00
530.464 — Landscaping	52,827.05
530.465 — Lights	3,130.00
530.466 — Maint. Gate-Guard House	6,296.68
530.467 — Gate Damage Repairs	1,190.00
530.470 — Hurricane Expense	1,250.00
530.492 — Lights-Entry Gates Guard Hou...	69.90
530.497 — Virtual Guard Monitoring Serv	20,016.00
530.745 — Pressure Cleaning	1,741.33
	<hr/>
Total Expense	168,921.22
	<hr/>
Net Ordinary Income	32,843.46
	<hr/>
Net Income	32,843.46
	<hr/>

02/25/19

Belmont Lakes CDD
Balance Sheet Standard
As of September 30, 2018

	<u>Sep 30, '18</u>
ASSETS	
Current Assets	
Checking/Savings	
101.100 — SunTrust Bank	4.12
101.200 — PNC Bank	49.44
101.300 — BLCDD Valley B...	<u>2,327.61</u>
Total Checking/Savings	2,381.17
Accounts Receivable	
115.000 — Accounts Receiv...	<u>-140.22</u>
Total Accounts Receivable	-140.22
Other Current Assets	
1499 — Undeposited Funds	<u>25.00</u>
Total Other Current Assets	<u>25.00</u>
Total Current Assets	2,265.95
Other Assets	
155.000 — Prepaid Expenses	<u>-0.50</u>
Total Other Assets	<u>-0.50</u>
TOTAL ASSETS	<u><u>2,265.45</u></u>
LIABILITIES & EQUITY	
Equity	
271.020 — Retained Earnings	43,650.00
Net Income	<u>-41,384.55</u>
Total Equity	<u>2,265.45</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,265.45</u></u>

02/25/19

Belmont Lakes CDD
Profit and Loss Standard
October 2017 through September 2018

	<u>Oct '17 - Sep '18</u>
Ordinary Income/Expense	
Income	
363.100 — Admin & Maintenance Assess...	204,813.10
368.200 — Gate Damage Reimbursements	-86.00
369.400 — Other Income	1,921.40
369.401 — Interest Income	<u>109.54</u>
Total Income	206,758.04
Expense	
511.513 — Postage	165.02
512.000 — Administration - Other	63.76
512.121 — Management Fees-Admin	15,495.05
512.315 — Legal Advertising	77.20
512.320 — Audit & Acctg	500.00
512.355 — Meeting Room and Misc	25.00
512.356 — Miscellaneous Maintenance	75.00
512.654 — Dues, Licenses & Subscriptions	175.00
513.000 — Prop Appr & Tax Collector Fees	4,496.26
517.100 — Principal Payments on Bonds	32,290.59
517.200 — Interest Payments on Bonds	8,854.59
530.410 — Telephone	1,173.25
530.431 — Electric	6,498.00
530.450 — Insurance	6,962.00
530.462 — Irrigation Maintenance	3,415.95
530.463 — Lake Maintenance	3,312.00
530.464 — Landscaping	58,258.39
530.465 — Lights	10,142.00
530.466 — Maint. Gate-Guard House	39.21
530.467 — Gate Damage Repairs	2,515.54
530.470 — Hurricane Expense	68,362.65
530.497 — Virtual Guard Monitoring Serv	19,718.00
530.511 — Bank Fee	28.13
530.744 — Stormwater Maintenance	1,500.00
530.745 — Pressure Cleaning	<u>4,000.00</u>
Total Expense	<u>248,142.59</u>
Net Ordinary Income	<u>-41,384.55</u>
Net Income	<u><u>-41,384.55</u></u>

REMOTE MONITORING SERVICE AGREEMENT

"Client":	Belmont Lakes Community Development District	Contract Date:	November 24, 2014	CDD: <input checked="" type="checkbox"/> Yes
"Community":	Blackhawk Reserve	Contract #:	031	<input type="checkbox"/> No
Description of gate ("Gates") locations, to be referred to as "Premises":		Entrance at SW 14 th Street and SW 151 st Terrace, Davie, FL 33326		

THIS REMOTE MONITORING SERVICE AGREEMENT ("Agreement") is entered into as of the Contract 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. MONITORING SERVICES TO BE FURNISHED. Envera will furnish the following services ("Services") to the Community for the property located at the Premises, subject to the limitations and conditions set forth below in this Agreement:

- off-site monitoring and control of Client's Gates ("Monitoring Services"); and
- assisting the Community with updating the database of owners, residents, and authorized guests thereof ("Database Services"); and
- installation and maintenance of, and repairs to, the Comprehensive Monitoring System located at the Gates during the term of this Agreement ("Repair and Maintenance Services"). References in this Agreement to the "Comprehensive Monitoring System" shall include the Envera Kiosk System™ and related equipment as described on Exhibit "A" attached hereto.

The Services shall consist only of the performance of the tasks expressly set forth in this Agreement and in the Service Level Agreement ("SLA") attached hereto as Exhibit "B". The SLA includes a Schedule of Services, which shall be completed by Client upon execution of this Agreement. In the event any of the information on the Schedule of Services changes, it is Client's responsibility to submit an updated Schedule of Services to Envera. Envera shall be entitled to rely on the most recently submitted Schedule of Services. The Services do not include provision of utilities and communication signals for the Comprehensive Monitoring 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 a high speed internet connection and electricity for operation of the Comprehensive Monitoring System. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Envera equipment. 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, BPR, 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 further understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for failure of any of such transmission failures. 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 utilized by the Comprehensive Monitoring System.

2. TERM.

- Following execution of this agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Comprehensive Monitoring System. Envera shall notify Client when installation is nearing completion, and within five (5) days of such notification, Client shall provide to Envera the information set forth in paragraph 10 below. The "Commencement Date" of this Agreement shall be the date on which Envera notifies Client that Client's Comprehensive Monitoring System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information set forth in paragraph 10 below, as provided hereunder, the Commencement Date shall be the date on which Envera provides notice to Client that the Comprehensive Monitoring System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.
- 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.
- 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.

- Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 12 below.
- Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").

(c) Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 13 below.

(d) 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.

(a) The Client agrees to pay Envera the following fees, which are set forth in the Schedule of Fees attached hereto as Exhibit "C" (collectively the "Service Rates"):

- The Monitoring and Database Services Rates.
- The Service & Maintenance Plan Rates.
- The Repair & Maintenance Services Standard Rates, which apply when Client has declined the Service & Maintenance Plan and /or is responsible for Repair or Maintenance Service to the Comprehensive Monitoring System.
- Client acknowledges that the rates set forth on Exhibit "C" do not include additional charges for any applicable taxes, and Client agrees to pay those taxes, if any.
- The Installation Fee.

(b) 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 unscheduled Monitoring Services or Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. A two percent (2%) discount will be received by Client if Client pays by automated check handling ("ACH") on a monthly basis. 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).

(c) 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. Increases in the Monitoring Service rate shall not exceed three percent (3%) over the corresponding rate charged for the previous year.

(d) 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 service provided under the terms of this Agreement, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.

(e) The Monitoring Service rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Comprehensive Monitoring 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 Comprehensive Monitoring System is not functioning and ending when Envera has repaired or serviced the Comprehensive Monitoring 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 Comprehensive Monitoring System which are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Comprehensive Monitoring System which does not result in a suspension of the Monitoring Services.

5. LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

(a) 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 and Exhibits attached hereto. 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 Comprehensive Monitoring System, as such obligations are set forth in this Agreement.

(b) Envera is not the manufacturer of the Comprehensive Monitoring System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Comprehensive Monitoring 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 Comprehensive Monitoring 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.

(c) Notwithstanding anything to the contrary contained in this Agreement, as part of the Repair and Maintenance Services 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 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 Comprehensive Monitoring System. Should any of the equipment need to be serviced or replaced at any time in connection with a standard maintenance and repair service, Envera will not charge for labor or system parts and materials. 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(d) below.

- (d) Repairs to or replacement of the Comprehensive Monitoring 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 Repair & Maintenance Services Standard Rates: accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or telephone 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.
 - (e) EXCEPT AS EXPRESSLY SET FORTH HEREIN, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPREHENSIVE MONITORING SYSTEM, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE COMPREHENSIVE MONITORING SYSTEM.
 - (f) It is understood and agreed by the parties hereto that Envera is providing a Comprehensive Monitoring System and/or Services designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the Comprehensive Monitoring 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 which may occur in cases of malfunction or nonfunction of any Comprehensive Monitoring System provided by, or serviced by, Envera, that Envera is not liable for losses which 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; 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 such insurance; that Envera offers several levels of protection and services and that the Comprehensive Monitoring 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 Comprehensive Monitoring 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.
 7. **EQUIPMENT.** Client acknowledges that 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. Ownership of the rest of the components of the Comprehensive Monitoring System is set forth in Exhibits "A" and "C". If any other components of the Comprehensive Monitoring System are purchased by the Client, then Envera will retain a security interest in such equipment until the full purchase price has been paid.
 8. **SYSTEM CHECKS.** Client agrees to perform system checks as instructed by Envera to ascertain if the Comprehensive Monitoring System is properly functioning. If Client shall discover a defect in the Comprehensive Monitoring System, Client shall immediately contact Envera in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered. Envera shall perform repairs as soon as is reasonably possible after receipt of notice from Client.
 9. **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Comprehensive Monitoring System reasonably available to Client, which footage is typically retained by the digital video recorder 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. Envera agrees to reasonably cooperate to provide available video footage to Client in response to any public records requests received by Client; provided, however, that to the extent permitted by Florida law, Envera shall be entitled to reimbursement for its reasonable time and material expenses incurred in responding to such requests, the costs of which shall be invoiced to Client and paid according to subparagraph 4(b) above.

10. **INFORMATION.** Client agrees, upon signing this Agreement, to supply ENVERA with the following information, all of which shall be transmitted to Envera via email or other electronic means and shall be made structured in an electronic format specified by Envera, for importation into Envera's database:
 - (a) A complete electronic list of names, mailing addresses and phone numbers of property owners and homeowner/condominium association members for the purpose of notifying the residents of the Community's decision to contract with Envera. The notification will provide simple instructions regarding the use of Envera, a PIN Code for use by each residential unit and a questionnaire regarding the residents' wishes for permanent and temporary guests, allowed service personnel and rental/renter information.
 - (b) Client's written instructions for admittance of Client's employees, vendors and service personnel through the Gates. These instructions should include, as applicable, contracted service vendors (e.g., landscape maintenance), purveyors and employees, resort guests and instructions regarding sport activity reservations.
 - (c) A list of renters in the Community and the dates of their lease commencements and expirations. Client shall provide Envera with the appropriate contact information for each new resident/renter as new residents move in.
 - (d) Contact information for the appropriate law enforcement and emergency service agencies servicing the Community.
11. **PRIVACY.** All of the information described in paragraph 10 above ("Protected Information") shall be held by Envera as confidential and will be used for no purpose other than maintaining an information database as described herein. Envera shall not release any of the Protected Information to any third party without the prior written consent of Client. Notwithstanding the foregoing, in the event Envera becomes legally obligated to disclose any of the Protected Information, Envera may disclose that portion of the Protected Information as is legally required to be disclosed, provided that Envera shall promptly notify Client of such required disclosure so that Client may seek a protective order or other appropriate remedy.
12. **DEFAULT.**
 - (a) **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 13 below.
 - (b) **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 13 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.
13. **DAMAGES.**
 - (a) 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.
 - (b) 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 12(a) above, Client shall pay to Envera fifty percent (50%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period, as applicable (the "Liquidated Damages"). 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.
 - (c) In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 12(b) 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(a)(i) above. In no event will Envera be liable for consequential, incidental, indirect, punitive or special damages from any cause of action of any kind, whether arising in contract, tort, or otherwise.

14. INDEMNIFICATION.

(a) 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, 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 from a malfunction Comprehensive Monitoring 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.

(b) 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 Comprehensive Monitoring 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. 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.

15. 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.

16. NOTICES. All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, facsimile, or electronic mail to the parties set forth on the schedule attached hereto as Exhibit "D" and incorporated herein by reference. Change of address may be designated by appropriate notice similarly given to the other party herein.

17. LIVE GUARD SERVICES. Client may retain the services of a third party to provide live guard monitoring of Client's Gates during hours when Envera is not providing Monitoring Services. In such event, Client shall provide Envera of written notice of any such live guard services at least thirty (30) days prior to the commencement thereof, including contact information for the live guard and the hours during which the live guard will provide its services. Envera shall have no responsibility for the actions of a live guard and shall not be obligated to provide the live guard access to the Comprehensive Monitoring System. Client's indemnification obligations set forth in paragraph 14 above shall expressly extend to and include any and all claims relating to actions or omissions of any live guard.

18. ~~Envera (Client) (Parties shall initial this provision if it applies.)~~ **PROPERTY MANAGEMENT.** Client has retained the services of a property management company to facilitate the operation of various functions of the Community. Envera is hereby authorized to communicate with and rely upon the actions of such property management company, through the individual(s) identified below, with regard to all aspects of this Agreement, except for the execution of amendments hereto which shall require the signature of an officer of Client's corporation. Further, a copy of any notice required under this Agreement shall also be

sent to the contact information set forth on the schedule attached hereto as Exhibit "D" and incorporated herein by reference and Client shall notify Envera of any change to such information:

19. ~~Envera~~ **COMMUNITY DEVELOPMENT DISTRICT.** (Client) (Parties shall initial this provision if it applies.) The parties acknowledge that Client is a community development district established and governed according to Chapter 190, Florida Statutes. Exhibit "E" containing additional language regarding the nature of a Community Development District is attached hereto and incorporated herein by reference.

20. 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.

21. MISCELLANEOUS.

(a) 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.

(b) This Agreement will be construed and enforced in accordance with Florida law.

(c) 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.

(d) 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.

(e) 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.

(f) 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.


(g) 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.

(h) 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.

(i) The parties agree that venue for any proceedings related to or arising out of this Agreement or the Services provided hereunder shall be the Court of competent jurisdiction in and for the county in which the Premises is located.

(j) 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.

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

HIDDEN EYES, LLC d/b/a Envera Systems:	
Signature	
Print Name	Addi U. Aloya
Title / Position	Chief Executive Officer
Date	11/25/14


CLIENT:	
Signature	
Print Name	Christopher Wallace
Title / Position	District Manager
Date	November 24, 2014

EXHIBIT "A" - DESCRIPTION OF COMPREHENSIVE MONITORING SYSTEM AND RELATED EQUIPMENT

The Comprehensive Monitoring System consists of a self-contained gate monitoring system that incorporates two way voice and remote video capability.

Related Equipment (components to be listed below):

Virtual Gate Guard System at Main Entrance

1	Envera Kiosk System with Driver's License Scanner (Envera Owned)	3	Outdoor Color Day/Night Bullet Camera
4	License Plate Camera	4	License Plate Camera Housing
2	8' Post	2	Post Cap 4x4
1	Equipment Rack - 41" (Floor)	1	Ground Loop
1	Battery Backup 1500VA (Rack Mount)	1	Power Supply 2.5 Amp
1	Sonicwall Router	1	iBoot Bar
7	Single Video Balun	1	Rack Shelf
1	Surge Protection for DL Scanner	1	Surge Protection for Cable Modem
1	Surge Protection for T1 Modem	7	Surge Protection for PoE
2	PVC Box for Surge Protection	4	Grounding Group
2	Relay 120V	3	Ground Box
3	Relay ALT	3	Snap Track for Power Supply
1	Plug-in TX	1	Snap Track for Relay
1	Rack Base with Casters (ERK)	2	Chamberlain Relay
1	Paver Fee	65	Trenching & Backfilling
191	Conduit	450	Wire
	Labor		

Barrier Arms at Main Entrance

4	12' Barrier Arm	4	Mega Arm Tower Gate Barrier
4	11 Pin Screw Terminal Mount	4	Concrete Pad
2	Chamberlain Relay	6	Ground Loop
6	Loop Detector	6	Power Supply 2.5 Amp
8	Battery 12V 7AH	4	Dedicated Power
1	KNOX Key Switch	1	SOS - Siren Operated Sensor
6	Plug-in TX	15	Trenching & Backfilling
27	Conduit	40	Wire
	Labor		

Access Control System for Resident Vehicles at Main Entrance

1	eMerge50P Network Controller	1	AWID Long Range Reader 20'-25'
1	12' Post	1	Post Cap 4x4
2	Grounding Group	2	Surge Protector for Access Reader
1	PVC Box for Surge Protection	1	Long Range Reader Power Supply 3 Amp
1	Long Range Reader Mounting Bracket	22	Conduit
100	Wire	20	Trenching & Backfilling
150	Windshield Sticker		Labor

The Envera Kiosk System™ shall remain the sole property of Envera and any and all compensation paid pursuant to this Agreement is solely for the use, and not ownership, thereof. The ownership of the remaining components of the Comprehensive Monitoring System, as listed above, is set forth in Exhibit "C" below. It is understood and agreed that upon termination, Envera may remove the Envera Kiosk System™ and any of its other property using reasonable care, without obligation to repair or redecorate any portion of the Client's Premises or Envera may abandon, in whole or in part, such property. Envera's removal of its property shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. The Client agrees to permit Envera reasonable access to the Premises to remove all equipment.

EXHIBIT "B" – ENVERA'S SERVICE LEVEL COMMITMENT TO CLIENT AGREEMENT

1. Envera will provide an efficient and reliable gated entrance monitoring service that is staffed 24 hours a day, 365 days a year using trained and Class D licensed operators responsible for greeting guests, verifying that visitors are on an approved visitor list and granting or denying access (subject to any post orders by Client).
2. Envera will answer, at minimum, 85% of the kiosk calls within 30 seconds.
3. Envera will employ redundant systems and power backup for the central monitoring station at all times.
4. Envera will employ upgrades that may be available to the gate monitoring software.
5. Envera will employ software for monitoring the kiosk and related Internet based systems for connectivity and continuity.
6. Envera will provide Client, as part of the service agreement, administrative software for managing each community's visitor and resident database.
7. Envera will provide Client as part of the service agreement web access to all residents within each community for managing their permanent and temporary guests.
8. Envera will maintain a Voice Mail system for guest registry.
9. Envera will make available a designated implementation team to provide training and assistance as needed during the implementation of the Comprehensive Monitoring System.
10. All of the above shall be included in the standard rates set forth in the Monitoring and Database Service Rates.

Envera Video Retrieval Guidelines

To request a video retrieval from Envera Systems, please follow the guidelines below:

- Please use the 'Request for Video Retrieval' form to request a video retrieval and email all requests to changes@enverasystems.com.
- The turnaround time for a video request is within 48 business hours of the request receipt. If an onsite video pull is required, the turnaround time may take a few days longer.
- Envera will search for the requested video for 1 hour at no charge. Any additional time spent attempting to locate and pull the video will be charged at \$50.00 per hour.
- Envera will make the video available for viewing or download on the secure FTP site. To burn a video to CD there is a processing fee of \$25.00 per copy requested.
- Envera will provide video in the native format of your DVR. If you request the video in a different format Envera will charge \$50.00 per hour for converting the file format.
- Please use the 'Request for Video Retrieval' form to request a video retrieval.

EXHIBIT "B" PAGE 2 - SCHEDULE OF SERVICES

Customer Information:

Client Name:	Belmont Lakes Community Development District	CSID #:	
Bill Company:	Belmont Lakes Community Development District	Account #:	
Bill Address:	Attn: Munilytics 7320 Griffin Road, Suite 102, Davie, Florida 33314		

Emergency Contact List / Email Notifications (List in Order):

Name:	Christopher Wallace	Phone #:	954.903.0712	Email:	chrisw@munilytics.biz
Name:	Dominck Madeo	Phone #:	954.907.5931	Email:	madeo@bellsouth.net
Name:	Jim Roach	Phone #:	954.529.6279	Email:	jwroach@comcast.net

Gate Break Repair Contacts:

Company:	Gate Works	Contact:	
Instructions:	Contract District Manager First	Phone #:	954.746.0300
Company:		Contact:	
Instructions:		Phone #:	
Company:		Contact:	
Instructions:		Phone #:	

Gate Open / Close Times:

MAIN ENTRANCE					
	Open Time	Close Time		Open Time	Close Time
Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Monday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Tuesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Wednesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Thursday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Friday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Saturday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM

Post Orders / Changes:

1.	
2.	
3.	

Please submit updated Schedule of Services to updates@enverasystems.com. All updates will be processed within 2 business days.

FOR INTERNAL USE:	Sales Rep:	Jim Happel	Received:		Entered:	
IP Address Provider:		Phone #:				
Router User Name:		Router Password:				

EXHIBIT "C" - SCHEDULE OF FEES

A. Monitoring & Database Services Rates

Envera Kiosk System™ with Driver's License Scanner	\$ 500.00	x 1 =	\$ 500.00
24 Hour Monitoring of Virtual Gate Guard System at Main Entrance	\$ 7.00	x 42 =	\$ 294.00
Managed Access Control	\$ 100.00	x 1 =	\$ 100.00
Monthly Monitoring Rates			\$ 894.00

B. Repair & Maintenance Services

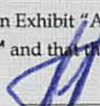
SERVICE & MAINTENANCE PLAN RATES

Monthly rate for standard services described in paragraphs 1 and 5 of the Agreement.	\$ 606.00
<input checked="" type="checkbox"/> ACCEPT MONTHLY PROGRAM	<input type="checkbox"/> DECLINE MONTHLY PROGRAM - STANDARD RATES APPLY

REPAIR & MAINTENANCE STANDARD RATES

	TRIP CHARGE	HOURLY RATE
Standard Service (8:00 a.m. - 5:00 p.m., exclusive of Saturdays, Sundays, and holidays)	\$ 42.00	\$ 85.00
Emergency Service (Outside of Regular Business Hours Listed Above)	\$ 42.00	\$ 120.00

C. Installation Fee

Virtual Gate Guard System at Main Entrance	\$ 19,861.30	x 1 =	\$ 19,861.30
Barrier Arms at Main Entrance	\$ 20,235.70	x 1 =	\$ 20,235.70
Access Control System for Resident Vehicles at Main Entrance	\$ 8,196.10	x 1 =	\$ 8,196.10
Initial ONE of these options:	Discount		\$ (8,196.10)
	Total Installation		\$ 40,097.00
1. Client acknowledges that all compensation paid pursuant to this Agreement is for the use, but not ownership, of the Comprehensive Monitoring System, and all equipment installed shall remain the sole property of Envera:			
<div>_____ Envera _____ Client</div>			
2. Client acknowledges that it is purchasing certain components of the Comprehensive Monitoring System as outlined in Exhibit "A" of this Agreement, but that all compensation paid pursuant to this Agreement is solely for the use, but not ownership of the Envera Kiosk System™ and that the Envera Kiosk System™ shall remain the sole property of Envera.			
<div> _____ Envera _____ Client</div>			

D. Pre-Payment Deposit

Deposit due prior to installation will be equal to the first two month's monitoring and 50% of installation costs.

Monthly Monitoring & Database Services	\$ 894.00	x 1 =	\$ 894.00
Monthly Repair & Maintenance Services	\$ 606.00	x 1 =	\$ 606.00
6% Sales Tax			TAX EXEMPT
Total Monthly Compensation			\$ 1500.00
Total Due for Pre-Payment Deposit	\$ 1,500.00	x 2 =	\$ 3,000.00
Total Due for Installation Deposit	\$ 40,097.00	x 50% =	\$ 20,048.50
Total Deposit Due			\$ 23,048.50

EXHIBIT "D" - NOTICES & ADDRESSES

All Notices will be sent to:

ENVERA:	Envera Systems				
Address:	8132 Blaikie Court				
City:	Sarasota	State:	FL	Zip:	34240
E-mail:	info@enverasystems.com	Fax:	(941) 556-0737		

WITH A COPY TO:					
Company:	Adams and Reese – Attn: Laura S Bauman, Esq.				
Address:	1515 Ringling Blvd, Suite 700				
City:	Sarasota	State:	FL	Zip:	34236
E-mail:	Laura.Bauman@arlaw.com	Fax:	(941) 316-7922		

CLIENT:	Belmont Lakes CDD Attn: Munilytics				
Address:	7320 Griffin Road, Suite 102				
City:	Davie	State:	Florida	Zip:	33314
E-mail:	chrisw@munilytics.biz	Fax:	954.903.0712		

WITH A COPY TO:					
Company:	N/A				
Address:					
City:		State:		Zip:	
E-mail:		Fax:			

Property Management Company:

Company:	N/A				
Address:					
City:		State:		Zip:	
Telephone:		Fax:			
E-mail:					
INDIVIDUAL(S) AUTHORIZED TO REPRESENT CLIENT FOR THE PURPOSES OF THIS AGREEMENT:					

EXHIBIT "E" - COMMUNITY DEVELOPMENT DISTRICT ADDENDUM

1. 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.
2. 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.
3. Envera agrees and understands that Chapter 119, Florida Statutes, may be applicable to the reports, recordings, tapes, computer files, and other documents and records, prepared, generated, or created in connection with the work and services provided to the District by Envera. Envera shall allow reasonable access to such documents to the extent required by Chapter 119, Florida Statutes; provided, however, that Envera shall not be required to allow access to its internal documentation, trade secrets, or other proprietary information unless so ordered by a court of law. Client acknowledges that it may incur additional charges for the maintenance of extended back up data storage or Envera's reasonable time and materials costs incurred in connection with responding to public records requests.
4. 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.

"Client":	Belmont Lakes Community Development District	Agreement Date:	April 9, 2015
"Community":	Blackhawk Reserve	Contract #:	831
"Premises":	Entrance at SW 14 th Street & SW 151 st Terrace, Davie, FL 33326		

Equipment to be Taken Out or Deleted from prior order

	None	
--	------	--

Equipment to Be Added

1	12' Barrier Arm	\$150.00
1	Mega Arm Tower Gate Barrier	\$2,843.00
3	Barrier Gate Strike Sensor	\$750.00
15	48" Yellow Flexstake Surface Mount Delineator w/base & hardware	\$420.00
2	11 Pin Screw Terminal Mount	\$32.00
2	Concrete Pad	\$376.00
1	Exit Push Button	\$80.00
2	Grounding Group	\$76.00
2	Ground Loop	\$18.00
2	Loop Detector	\$316.00
1	Pack of 50 Hex Nuts - 5/16 inch	\$13.00
2	Plug-in TX	\$24.00
1	Snap Track for Relay	\$2.00
1	Dedicated Power	\$350.00
2	Power Supply 2.5 Amp	\$56.00
2	Battery 12V 7AH	\$30.00
2	PVC Box for Surge Protection	\$30.00
1	12' Post	\$238.00
1	6' Post	\$75.00
2	Post Cap 4x4	\$18.00
50	Trenching & Backfilling	\$227.50
400	Wire	\$616.00
55	Conduit	\$85.25
	Labor	\$5,015.00

Customer Request (describe in detail work to be performed): Add Exit Button to open swing gates at exit lanes inside the community so that bicycle and foot traffic may exit through the gates. Install new Barrier Arm in the Resident Lane to create a "trap" system in order to deter tailgating into the community. Install Lane Delineators between Resident and Visitor Lanes. Also Install Lane Delineators outside of the exit gate on West Side to deter vehicles in turn-around lane from trying to enter through exit. Add a total of (3) Gate Strike Sensors; (2) for existing Barrier Arms at the entry lanes and (1) to the Barrier Arm to be installed in Resident Lane. Move Resident Access Control reader just before new Lane Barrier Arm. Relocate resident license plate camera. Installation Fee \$11,840.75 discounted to \$6,000.00

CONTRACT CHANGE ORDER

Increase / (Decrease) in Monitoring & Database Services Rates:	\$ 0.00
Increase / (Decrease) in Service & Maintenance Plan Rates: Effective beginning with invoice for services performed as of the Commencement Date	\$ 168.00
Increase / (Decrease) in Installation Fee: 50% due upon signing & 50% due upon completion of installation	\$ 6,000.00

Client hereby authorizes and directs Envera to make change(s) to the above project as set forth above 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.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT:	
Signature	<i>Nathan Charette</i>	Signature	<i>[Signature]</i>
Print Name	Nathan Charette	Print Name	Christopher Wallara
Title / Position	SUP Operations	Title / Position	District Manager
Date	4/17/15	Date	4/13/15

**DISTRICT MANAGEMENT AGREEMENT
BETWEEN BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT AND
MUNILYTICS**

THIS AGREEMENT, made and entered into on this 21st day of May 2014, by and between the Belmont Lakes Community Development District, a local unit of a special purpose government established and existing pursuant to Chapter 190, Florida Statutes, hereinafter referred to as "**DISTRICT**", and Munitytics, a Florida corporation hereinafter referred to as "**MANAGER**" whose address is 3921 SW 47th Avenue, Suite 1008, Davie, Florida 33314.

WITNESSETH:

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing non-exclusive management, accounting, and administrative consulting services for the **DISTRICT**, as described in Exhibit A, attached hereto and made a part hereof and as required to meet the needs other **DISTRICT** during the contract period; and

WHEREAS, the **MANAGER** desires to assist the **DISTRICT** with such matters.

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

COMPENSATION

1. The **DISTRICT** hereby engages the "**MANAGER**" for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. The **DISTRICT** agrees to compensate the **MANAGER** in equal monthly installments and may be amended annually as evidenced by the budget adopted by the **DISTRICT**. The total and cumulative amount of this contract shall not exceed the amount of funds annually approved by the **DISTRICT** for the services described herein. In addition, the **DISTRICT** agrees to compensate **MANAGER** monthly for reimbursable expenses incurred during the performance of this contract, including, but not limited to, postage for vendor payments and correspondence, overnight mailing of agenda packages and photo copying costs and other reasonable out-of-pocket expenses incurred by **MANAGER** on behalf of the District.

TERMINATION

3. Subject to the provisions for termination set forth below, the term of this Agreement shall begin on May 21, 2014. The Agreement may be terminated as follows:
 - a. Upon notice by the **DISTRICT** for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by **MANAGER**, unless Paragraph "c" of this section applies.
 - b. Upon the dissolution or court-declared invalidity after **DISTRICT**; or

c. By either party, for any reason, upon 60 days written notice to the other party. Should this Agreement be terminated, **MANAGER** will take all reasonable and necessary actions to transfer all the books and records of the **DISTRICT** in its possession in an orderly fashion to the **DISTRICT** or its designee within 30 days.

SERVICES

4. The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.

5. The signature on this Agreement by the **MANAGER** shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determining the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.

6. The **MANAGER** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The **MANAGER** further represents that no person having a conflict of interest shall be employed by **MANAGER** to perform any function under this Agreement.

7. The **MANAGER** shall promptly notify the **DISTRICT** in writing by certified mail of all such conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **MANAGER'S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **MANAGER** may undertake and request an opinion of the **DISTRICT** as to whether the association, interest or circumstance would, in the opinion of the **DISTRICT**, constitute a conflict of interest if entered into by the **MANAGER**. The **DISTRICT** agrees to notify the **MANAGER** of its opinion by certified mail within thirty (30) days of receipt of notification by the **MANAGER** if, in the opinion of the **DISTRICT**, the prospective business association, interest or circumstance shall be deemed a conflict of interest with respect to services provided to the **DISTRICT** by the **MANAGER** under terms of this Agreement. This Agreement does not prohibit the **MANAGER** from performing services for any other special purpose-taxing district, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The **MANAGER** warrants that it has not employed or retained any company or person, other than bona fide employee or independent contractors working solely for the **MANAGER** to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent contractor working solely for the **MANAGER** any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

9. The **MANAGER** warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.

10. The **MANAGER** hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

11. The **DISTRICT** acknowledges that the **MANAGER** is not an attorney and may not render legal advice or opinions. Although the **MANAGER** may participate in the accumulation of information necessary for use in documents required by the **DISTRICT** in order to finalize any particular matters, such information shall be verified by the **DISTRICT** as to its correctness; provided however, that the **DISTRICT** shall not be required to verify the correctness of any information originated by the **MANAGER** or the correctness of any information originated by the **MANAGER** which the **MANAGER** has used to formulate its opinions and advice given to the **DISTRICT**.

12. The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

13. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the **DISTRICT** shall be mailed to:

Belmont Lakes Community Development District
Attn: Chairman
3921 SW 47th Avenue, Suite 1008
Davie, Florida 33314

Munilytics
3921 SW 47th Avenue, Suite 1008
Davie, Florida 33314

14. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

15. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the **DISTRICT**, unless otherwise terminated by either party. The **DISTRICT** will consider manager fee adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed by the **MANAGER** during the next twelve (12) month period. Compensation to the **MANAGER** shall increase annually, at a minimum, at a rate equal to any percentage increase in the Consumer Price Index. The **DISTRICT** in its adopted Fiscal Year Budget will approve such evidence of price adjustments.

16. The primary responsibility for the services to be performed for the **DISTRICT** under this Agreement shall be provided by the **MANAGER** (Munilytics), with offices located at 3921 SW 47th Avenue, Suite 1008, Davie, Florida 33314. Any changes to the position of primary **MANAGER** shall be effected only on the approval of the **DISTRICT**.

IN WITNESS WHEREOF, the Board of Supervisors of the Belmont Lakes Community Development District has made and executed this Contract on behalf of the **DISTRICT** and the **MANAGER** have each, respectively, by an authorized person or agent, hereunder set their hand and seal on the date and year first above.

**BOARD OF SUPERVISORS
BELMONT LAKES COMMUNITY
DEVELOPMENT DISTRICT**

BY: _____
Chairman

MUNILYTICS

By: _____
Christopher Wallace, President

EXHIBIT "A"

The following standard services are proposed under the management agreement between Munitytics ("Manager") and the Belmont Lakes Community Development District ("District"). Manager will provide such necessary services (and any additional services required) to ensure the District operates in accordance with all applicable Statutes, Laws, Rules and Regulations governing operation of the District.

Management Services

- ☐ •Attend, record and conduct all regularly scheduled Board of Supervisors Meetings including landowners meetings.
- ☐ •Present the District's annual budget in accordance with Chapter 190, Florida Statutes.
- ☐ •Ensure District is in compliance with administrative and financial reporting for Community Development Districts.
- ☐ •Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community.
- ☐ •Review and approve agenda's for circulation to the Board of Supervisors.
- ☐ •Review and approve annual budget, annual audit, annual state financial reporting, and monthly disbursements.
- ☐ •Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Transcribe all regularly scheduled Board of Supervisors Meetings including landowners meetings.
- Prepare agenda packages for transmittal to Board of Supervisors
- Ensure compliance with all administrative statutes including but not limited to:
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1st of each year
 - Maintain "Record of Proceedings" for the District within the County the District is located which includes meeting minutes, agreements, resolutions and other required records

o

- Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District which include but are not limited to:
 - Annual Meeting Notice
 - Public Hearing to adopt annual budget
 - Public Hearing to adopt assessments

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances.
- Prepare a District Manager's annual proposed budget for review by the Board of Supervisors
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 12 month's after the fiscal year end.
 - Circulate annual financial audit report to appropriate governmental agencies.
 - Prepare annual public depositor report
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting to the Municipal Securities Rulemaking Board, etc.
- Transmit Public Facilities Report to the appropriate agencies
- Bind necessary insurance for the District that includes liability, property, workers compensation, etc.

COMPENSATION

The above outlined services will be provided for the fixed annual fee of \$15,500 paid in equal monthly payments plus reimbursable expenses. Reimbursables include but is not limited to the following: postage, courier services, printing, copying, binding, and public records storage.

Additional services, such as those listed below, are available from Munilytics upon request.

OTHER SERVICES

- Bond Issuance Cost - \$8,500 per bond issue (\$4,000 per advanced refunding) - Assistance in the process of issuing bonds. Including, but not limited to; additional board meetings, developer and

staff level meetings, validation process including acting as an expert witness, certifications and opinions needed from the District Manager.

- Assessment Methodology Preparation – not to exceed \$8,500.00
- Prepaid Assessments - \$100 per unit for prepaid assessments collected on closing statement. - collection and distribution of prepaid assessments, prepare release of liens, maintenance of assessment lien book and customer service
- Preparation of customer requested estoppel letters- \$50 per letter, paid by requestor of letter.

LANDSCAPE SERVICES AGREEMENT
Terms and Conditions

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of January 10, 2018 between BrightView Landscape Services, Inc. ("BrightView"), and Belmont Lakes Community Development District ("Client"). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

NOW, THEREFORE, Client and Brightview mutually agree to the following terms and conditions

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by Brightview in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), Brightview shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment, but in no event shall those services be less than those required in the District's "Invitation to Bid, Landscape Maintenance" document.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed, but in no event shall they be left onsite at the end of each work day.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

2. Term. The "Initial Term" of this Agreement shall start on January 22, 2018 and end on January 21, 2019. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the start date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term."

3. Work Orders. If Client requests services from Brightview that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as

specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and

materials identified in the Work Order (the "Work Order Charges").

4. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts, shall be in limits not less than those required in the Scope of Landscape Services, and shall be maintained throughout the duration of this agreement. Evidence of such insurance will be provided to Client upon request. The District shall be named as an Additional Insured on all forms of insurance except workers' compensation. A Certificate of Insurance for all forms of insurance shall be provided to the District prior to the District's notice of commencement is given to Brightview.

5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify Brightview in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView an annual service fee of \$63,984 (The "Service Fee"), subject to annual adjustments as described below, and any adjustments for services not performed during the month.
- (b) Client shall pay the Service Fee to according to the attached Billing Information and Schedule (i.e. See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable ~~in advance~~ in 12 equal monthly installments, beginning ~~in~~ for the month of January). Monthly payments are due not later than the 10th calendar day of each month following the month of service. Invoices with unique invoice numbers will be due from Brightview by the 5th of each month after service is rendered. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted

- by law, in either case multiplied by the unpaid balance. In addition to this administrative charge,
- (c) Section Deleted.
 - (d) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 3%.
- 7. Termination.**
- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 days prior written notice to the other party.
 - (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then Brightview may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
 - (c) Either Brightview or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time except as required under the District's "Invitation to Bid, Landscape Maintenance" document. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent

breach by Client or BrightView of such provision or any other provision.

- (g) Brightview's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, Brightview's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by Brightview. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond

its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.


- (h) BrightView's performance will be excused to the extent BrightView is unable to perform as a result of accidents (other than those caused by Brightview, its employees or vendors), acts of God, extreme weather conditions, inability to secure products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that Brightview shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client hereby agree to the foregoing terms and conditions as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the first paragraph)

By:


Name: Chris L. Bane

Title: WPM

Date: 11/8/18

CLIENT

By:



Name: Christopher Wallace

Title: District Manager

Date: January 8, 2018

BrightView Landscapes, LLC and each of its subsidiaries ("Brightview") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.

BrightView

JOB#

ALPHA

This Billing Information and Schedule document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Billing Information and Schedule

Landscape Site Name:*	Belmont Lakes CDD	Landscape Site Location:	15215 SW 15 th Place. Davie, FL 33326.
Client Business Name:	Belmont Lakes CDD	Client Contact Name:	Chris Wallace
Client Contact Telephone :	954-903-0712 x 205	Client Contact Email:	chrisw@munitytics.biz
Billing Business Name:	Belmont Lakes CDD	Billing Contact Name:	Chris Wallace
Billing Contact Telephone:	954-903-0712 x 205	Billing Contact Address:	7320 Griffin Rd Suite 102. Fort Lauderdale, FL 33314
BrightView Contact Name:	Brad Berner	Brightview Contact Telephone:	954-557-9763

Note: If this Agreement applies to multiple sites, then check here **D** and attach a list of the sites with this information and pricing.

a.r s h d 1

First Year	Second Year	Third Year	Fourth Year
January 1st \$ 5332	January 1st \$	January 1st \$	January 1st \$
February 1st \$ 5332	February 1st \$	February 1st \$	February 1st \$
March 1st \$ 5332	March 1st \$	March 1st \$	March 1st \$
April 1st \$ 5332	April 1st \$	April 1st \$	April 1st \$
May 1st \$ 5332	May 1st \$	May 1st \$	May 1st \$
June 1st \$ 5332	June 1st \$	June 1st \$	June 1st \$
July 1st \$ 5332	July 1st \$	July 1st \$	July 1st \$
August 1st \$ 5332	August 1st \$	August 1st \$	August 1st \$
September 1st \$ 5332	September 1st \$	September 1st \$	September 1st \$
October 1st \$ 5332	October 1st \$	October 1st \$	October 1st \$
November 1st \$ 5332	November 1st \$	November 1st \$	November 1st \$
December 1st \$ 5332	December 1st \$	December 1st \$	December 1st \$
Total Service Fee \$ 63,984	Total Service Fee \$	Total Service Fee \$	Total Service Fee \$



Scope of Landscape Services

Landscape Site Name:*	Belmont Lakes COD	Landscape Site Location:	15215 SW 15 th Place. Davie, FL 33326.
Client Business Name:	Belmont Lakes COD	Client Contact Name:	Chris Wallace
Client Contact Telephone:	954-903-0712 X 205	Client Contact Email:	chrisw@muniytics.biz

Description of Services at this Landscape Site (attach diagrams if necessary):

See attached



Belmont Lakes CDD

Christopher Wallace- Munilytics

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE & SCOPE

SERVICE / OPERATION

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTAL ANNUAL PRICE

TURF/MOWING

<i>Raking/Edging/Line Trimming/Weeding</i>	2	2	3	3	3	3	3	3	3	3	2	2	32
<i>Mowing/Blowing/Detail Tasks/Round Up</i>	2	2	3	3	3	3	3	3	3	3	2	2	32

SHRUBS/GROUNDCOVERS

<i>Shear & Prune Shrubs</i>	1	1	1	1	1	1	1	1	1	1	1	1	12
---------------------------------	---	---	---	---	---	---	---	---	---	---	---	---	----

TREE

<i>Prune Small Palms 15' and Trees 8'</i>	1	1	1	1	1	1	1	1	1	1	1	1	12
---	---	---	---	---	---	---	---	---	---	---	---	---	----

IRRIGATION

<i>Irrigation Inspection</i>	1	1	1	1	1	1	1	1	1	1	1	1	12
------------------------------	---	---	---	---	---	---	---	---	---	---	---	---	----

INCLUDED IN CONTRACT

Weeding
Mulch applications 2x
Tree Pruning 1x
1800 flowers included

Contract Value \$63,984.00
Monthly Value \$5,332.00

BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT

Scope of Landscape Services

**BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT
Scope of Landscape Services**

1. LANDSCAPE AREA MAINTENANCE:

A. GENERAL CONDITIONS

1. The contractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The contractor shall employ sound horticultural practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner, with, as a minimum, continual on-site supervision during your work.

2. No work shall be done before 8:00 a.m. weekdays or before 9:00 a.m. on Saturdays and Sundays. No work shall be performed after 5:30 p.m. on any day. Work may be authorized outside of those parameters when inclement weather has delayed the contractor's work. The District Manager must give this authorization in writing prior to the work beginning outside the normal parameters. The District Manager has the sole right to either approve or deny the extended hours of work.

3. Personnel are required to wear an OSHA approved flagger's vest, shirt, or jacket that shall be orange, yellow, strong yellow green, or fluorescent versions of these colors. Proper safety signs, such as "Workers Ahead", cones, flagmen, or other warning devices must be used to alert motorists of work in the area near trafficways. All signs shall be temporary and must be in accordance with the Department of Transportation's current version of the Manual on Uniform Traffic Control Devices and Safety Practices. OSHA standards shall always be followed where applicable.

4. Any damage to the road, facilities, services, utilities, irrigation systems, tree stakes or straps, vegetation or the property of the District or any other property owner caused by the action of the Contractor shall be repaired or replaced at the expense of the contractor to the satisfaction of the Belmont Lakes Community Development District. Failure to restore said property within three (3) working days following notification will result in a deduction from the next invoice of District expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

5. Within seven days of the beginning of each month, the Contractor will provide the District Manager a schedule of all work to be completed for that month. The schedule will list the work to be undertaken and completed, the days and times the Contractor has scheduled to undertake the work, and any special conditions that are anticipated by the Contractor. In the event weather prohibits work on the scheduled days, the Contractor will notify the District Manager 48 hours in advance of the rescheduled day(s).

B. LOCATION OF WORK:

1. Locations of service are to be found in Attachment A. The District reserves the right to remove specific locations on a temporary or permanent basis as required.

C. EQUIPMENT:

1. All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and / or is being operated in an unsafe manner, the District shall direct the contractor to remove such equipment and / or the operator until the deficiency is corrected to the satisfaction of the District. The Contractor shall be responsible for injury to persons caused by the operation of the equipment. The Contractor must demonstrate

appearance at all times to safety standards by documenting that each employee operating equipment onsite has completed a mandatory safety course or instruction for employees of the landscaping or horticultural industry. To satisfy this requirement, the Contractor, prior to be given the notice to proceed, will acknowledge that each employee has, as a minimum, completed the Mowing and Trimming Safety booklet on safety practices published by the Kansas State University Research and Extension office or any other District pre-approved safety course or training. A copy of the booklet is available from the District. The Contractor's employees will be observed by the District from time to time to determine if safety standards are being adhered to. Violations of safety standards or rules or the lack of commitment to safety by the Contractor may be cause for termination of the agreement by the District.

D. SCOPE OF WORK:

1. Contractor shall maintain the contractually covered landscaped areas at the frequency rate prescribed with conventional production style mowing and lawn maintenance equipment. The District Manager at his sole discretion may grant exceptions to the specified schedule. No cutting, pruning, or trimming will be done to any of the District's plants or turf if the plant or turf has been previously cut, pruned, or trimmed within the last 8 calendar days.

2. Maintenance shall include:

- a. Remove all litter prior to mowing.
- b. Edge all curbs, edge of pavement, and sidewalks.
- c. Remove all weeds from curbing, sidewalks, brick pavers, tennis court areas, tree wells (chemically or by hand), No weed eating tree wells. Chemical treatment of tree wells shall not exceed a 2-foot diameter. Planting beds and concrete portions of all medians shall remain weed free. Treatment of weeds is provided under a separate contract with the District, but you will be expected to (a) make sure weeds are controlled, and (b), notify the District of areas where weeds needed removal by you under this contract so that the District Manager can discuss any issues with the contractor responsible for weed, fertilization, and pest control.
- d. Weed eat all sign posts, telephone and power poles, fire hydrants, etc.
- e. Trim all shrubs and trees and remove debris. Site distances around corners, medians, and other areas with vehicular traffic will require that landscaping be maintained to such a height that a driver's line of sight is not obstructed.
- f. Mow lawn areas.
- g. Remove and clean all debris, dirt, weeds, trash, and other foreign objects from all areas maintained and from curb lines, streets, sidewalks, gutters, etc., within the boundaries of the District.
- h. Weed eat under all guardrails and fencing.
- i. All waste must be disposed of in the proper manner and at the contractor's expense. All waste must be removed from the District's property on each day the Contractor is working in the District. The District may remove waste left by the Contractor and the cost of removal will be deducted from the Contractor's next payment. Waste includes any vegetative debris as well as anything that should not be in a landscaped area, including garbage, bulk waste, etc.
- j. In the landscape area to be maintained on 14th Street and on 154th Avenue, the contractor is to maintain a clearance of between 1 foot and 3 feet between the chainlink fencing and the homeowners' landscaping on the inside of the fencing. The contractor must keep vegetation from encroaching on the easement. In maintaining this easement, the contractor shall not cause any work performed under this contract to damage a homeowner's landscaping to the extent it becomes permanently distressed or dies.
- k. Landscape lighting along the entryway will be tested each visit and repairs made as necessary. Materials will be billed separately.
- l. Irrigation wet checks will be done monthly and repairs will be made as necessary. Materials, other than valves, lines, and pumps, will be provided as part of the contract. Adjustments required during the wet check inspection will be made during the visit. A monthly report on the irrigation system will note the repairs by zone.

m. The garbage can at the pavilion will be emptied each visit.

n. Traffic islands, other than the entryway traffic island, will have the rocks sifted or cleaned annually so that weeds, dirt, and debris have been removed and the top surface of the rocks are clean. The islands will be treated for weeds as needed. If rock needs to be added during this annual cleaning, then the contractor will infill as necessary.

3. Upon arriving at a job site, the contractor shall immediately survey the area to remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds or other debris subject to becoming a projectile if engaged by a mower or other equipment.

4. Grass will not be cut when wet, including dew. Mowing shall be done at a height of three (3) inches to four (4) inches for St. Augustine and four (4) inches to five (5) inches for Bahia. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be raked so as not to leave evidence of clumps. Clippings shall be kept out of waterways, ornamental beds, and all paved areas, courts, and streets. When mowing medians or near sidewalks, grass clippings may not be blown into traffic lanes or pedestrian areas. Under no circumstances is debris allowed to enter the stormwater drainage system. Turf shall be cut when grass reaches a height of no more than 4.1 inches (1.3 times desired height at time of cut). If grass grows beyond the maximum allowed height of 4.1 inches, the District will have the right to reduce the Contractor's payment for the month by one-fifth of that month's contract amount. Various mowing patterns will be used to insure the even distribution clippings and to prevent ruts in the turf caused by mowing equipment.

5. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Edged material shall be swept and collected for proper disposal. Weeds and grass that are present between the edge of pavement and any curbs or curb and gutter shall be removed during each visit by chemical spray or manually. If weed eaters are used to remove the weeds, a chemical spray shall be applied. Edging shall be neat and trim around all plant beds, curbs, streets, trees, plants, buildings, etc., and shall maintain the shape and configuration of all planting areas in a clean manner, free of imperfections. Edging shall be done with each mowing, except that plant beds and trees shall be done not less often than every other mowing.

6. The contractor shall trim all hedges and shrubs to a uniform height equal to that at commencement of the contract or as directed by the District Manager. Hedge material located in the median shall be trimmed to not exceed thirty inches in height.

7. All pruning and tree care shall be under the direct supervision of an experienced and licensed arborist. Trees should be trimmed in a manner to allow pedestrian access, or a minimum of seven (7) feet of clearance. The contractor shall be required to trim overgrowth where it obstructs or hinders pedestrian or vehicular movement or restricts sight distance view of vehicles, i.e., limbs branching into the roadway from the median or shoulders. Tree limbs and other vegetation must be kept at least twelve (12) feet in height off any area where vehicles normally travel so that vehicles may pass under the vegetation without damage to either the vehicle or the landscaping. Vegetation may not encroach from the side into the roadway below 12 feet. Contractor shall also be responsible for removing limbs from the roadway during maintenance operation that emanate from areas under contract. The contractor shall remove traffic hazards or unsafe conditions caused by tree limb obstructions during each site visit. The contractor shall be responsible for the trimming of all palms to remove dead fronds and seed or nut growth. For trees up to 8 foot in height, the contractor shall remove all dead limbs and branches and prune to maintain a uniform appearance with proper separation from other landscape material, from all trees, bushes, and shrubs, if applicable, on an ongoing basis, but not less than once per year. Trees above 8 foot in height shall be pruned at least once per year to maintain the desired uniform appearance and to keep from crowding out or intermingling with adjacent landscape material. This service shall be done the first visit of each month. Vegetation around the gaurdhouse shall be kept away from any camera angle where the

vegetation blocks the view of the camera.

8. Raking of leaves and other debris shall be performed at the base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site.

9. Weeding shall include but not be limited to ornamental beds, base of shrubbery, trees and hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be manually pulled when necessary during each site visit. In no event shall invasive plant material be allowed to exist within the District's landscape areas. Invasive material will be removed during each visit.

10. Weed eating shall be done around all fixed objects exposed in the turf to include but not limited to irrigation heads, poles / posts, or other fixtures commonly found in such settings. Weed eating shall be done with string trimmer. When using a string trimmer, weed eating shall be done so that trees are not damaged.

11. All grass clippings, vegetative trimmings and overburden existing on or derived from the operation shall be blown from street and walk areas on the day the maintenance is performed. Debris is not to be blown into the street or onto a pedestrian pathway or any waterway. The contractor shall, at his own expense, remove and properly dispose of all waste materials, including cans, bottles, paper, etc., incurred during maintenance.

12. All turf areas shall be inspected during each mow for detection of pests, inadequate irrigation, and other problems. Corrective action will be taken to correct any observed problems upon discovery. The Contractor will immediately notify the District of problem areas and the steps taken to provide corrective action. Any lawn area that dies or becomes weak or unsightly due to negligence or improper maintenance contemplated under this agreement shall be replaced at the sole cost of the Contractor.

13. The contractor shall within 1 workday notify the District Manager of any sprinkler system malfunctions, as evidenced through brown patches or other observations and make necessary repairs or take corrective actions to remedy the malfunctions.

14. Contractor shall be responsible for the cleaning of all debris from any curb and gutter areas, sidewalks, and streets that may exist.

E. PENALTY CLAUSE

If the District finds any deficiencies in Section D 1-14 at the time of the inspection, the contractor may be levied a monetary penalty between \$150.00 - \$350.00 for the deficiencies depending on the severity with progressively levied penalties. A penalty of \$150.00 will be assessed for the second occurrence, \$200.00 for the third, and \$350.00 for the fourth occurrence.

F. Section Omitted.

G. PRUNING AND TREE/PALM TRIMMING:

All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. Pruning will include the immediate removal of all trees, palms, shrubs, or ground covers that are dead, broken, or diseased. Pruning will be done under the direction of a licensed arborist. The Contractor will ensure that all pruning and tree/palm trimming that can be done prior to the start of the hurricane season will be completed by that date but in no event later than June 30th

or each year. As part of the bid submission, the Contractor will detail their pruning and tree/palm trimming schedule. The contractor shall notify the District Manager when plant material has died or needs to be replaced and the contractor will further provide recommendations for the replacement plant material.

H. MULCHING:

Mulching shall be installed or replenished in late October and late April. Mulch shall be kept six inches away from the base of all palms and trees, and three inches away from the base of all shrub stems. Mulch will not be used in areas where annuals are planted. In all cases, mulch shall be maintained at a depth of two inches. Mulch shall be eucalyptus or shredded cypress, grade B or better, or other mulch material approved by the District. The District may, at its sole discretion, contract separately for mulching.

I. ANNUAL PLANTINGS:

Annuals shall be planted in the areas described in Attachment "A" and shall be planted in a manner that when fully grown provides for dense concentration of color. Annuals shall be maintained in a lush, attractive, healthy, disease and pest free condition, free from weeds, fungus, and other unwanted conditions. Fertilization of the annuals is taken care of under a separate contract. Annuals shall be planted three times per year or less, at the District Manager's discretion. The Contractor will specify the annuals to be planted in the prescribed area on the bid form. The Contractor will immediately replace any annual plantings that fail to thrive and achieve the desired appearance contemplated by their planting. The Contractor shall at all times be responsible for the full and complete care of all annual plantings such that the District is guaranteed a healthy, vigorous appearance and shall at all times provide the finest quality color planting possible. Detailing of annual beds shall be performed at least each mow cycle. Detailing shall include the pinching/dead heading, replacement, and cultivation of the annual plantings. The contract shall provide for 600 annuals per planting.

J. PAYMENT:

1. Payment for work shall be authorized upon completion of all work specified in this specification. Invoices shall be submitted in writing, in original form and with a unique invoice number, to the District Manager. Undisputed invoices are paid immediately. If the District has a invoice in dispute, it will notify the contractor within 3 days of receipt of the invoice.
2. Any additional work requested outside the scope of work will be negotiated.
3. In the event a scheduled cut, trimming, or planting cannot be completed during the month because of weather or other reasons, the billing for that month will be adjusted prior to submission to the District by the contractor for the work that was not performed.

K. ADDITIONS OR DELETIONS OF MAINTENANCE AREA:

1. ADDITIONS: At the District's discretion, it may add new maintenance areas or tasks, reduce the frequency of service, or discontinue service to this contract or request the resumption of service to a previously terminated area or task at any given time during the life of the contract. New maintenance areas to be added shall be evaluated by both the District and the contractor for the mutual determination of the value per area. Upon the District's written request to the contractor to add a new maintenance area to the contract or resume service to a previously terminated maintenance area, the contractor shall commence maintenance to said area within fifteen (15) days. Service to maintenance areas deleted by the District for durations less than the remaining life of the contract may be resumed at any time at the District's request for the originally proposed contract value.
2. DELETIONS: At the District's discretion, it may delete maintenance areas or the frequency of

maintenance from the contract at any given time during the life of the contract, for the life of the contract or lesser durations. The District shall give the contractor fifteen (15)-calendar days written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated by both the District and the contractor for the mutual determination of value per area.

L. FREQUENCY OF MAINTENANCE:

The contractor shall provide all maintenance services in a manner that achieves the goals and specifications itemized in this bid document and in accordance with their bid submission.

M. MAINTENANCE INSPECTIONS:

The Contractor and the District's representative shall meet quarterly, or, at the District Manager's request, more often to review the District's property being maintained by the Contractor and to discuss areas of concern. The dates and times of these monthly reviews will be mutually agreed to by both parties.

N. INDEMNIFY AND HOLD HARMLESS:

The Contractor agrees to indemnify and hold harmless the District, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the District against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the District's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

O. INSURANCE REQUIREMENTS:

1. WORKERS' COMPENSATION - STATUTORY

Policy must include Employers Liability: \$100,000 for each accident,
and \$100,000 disease (each employee).

\$500,000 disease (policy limit),

2. COMMERCIAL GENERAL LIABILITY:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage and \$2,000,000 General Aggregate limit. Policy shall include coverage for premises / operations; products / completed operations: contractual liability; independent contractors.

3. BUSINESS AUTO LIABILITY:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned auto; hired autos; non-owned autos.

The Belmont Lakes Community Development District is to be named as an additional insured on both the general liability and auto liability policies.

EXHIBIT A
Schedule of Bid Items:

Lump Sum Proposal For Landscaping Services, Mulching Services, and Annual Plantings: _____

The lump sum proposal and the for Landscaping Services represents the sum of the following payments to be made during the contract year:

Month	Scheduled cuts and trims	Payment Amount For Month
January	_____	\$ _____
February	_____	\$ _____
March	_____	\$ _____
April	_____	\$ _____
May	_____	\$ _____
June	_____	\$ _____
July	_____	\$ _____
August	_____	\$ _____
September	_____	\$ _____
October	_____	\$ _____
November	_____	\$ _____
December	_____	\$ _____
Amount Per Cut:	\$ _____	
Amount Per Trim:	\$ _____	

Cost Of Mulching Services, per application, Included in the above amounts: \$ _____

Annual Plantings (600 count allowance) , including preparation of beds and fertilizing during planting:

Proposed OR Typical Plant Material Including Individual Size Of Material	Lump Sum Price For Planting Including Plant Material
October _____	\$ _____
Late Feb/Early March _____	\$ _____
June _____	\$ _____

ATTACHMENT "A"
LOCATION OF WORK

Belmont Lakes Community Development District
Landscape Maintenance Bid Specifications

Please refer to the accompanying annotated aerial of the District for General Guidance on the limits of work. Areas to be covered specifically will be noted during the mandatory pre-bid meeting to be held onsite.

Area 1. Generally, the entry and exit from the community to and from 14th Street, including the area around the guardhouse and entryway monument signs on either side. Typically, where most annuals are planted.

Area 2. Generally, the area from the entryway west to 154th Avenue, including the swale area between 14th Street and the sidewalk and from the sidewalk to and past the landscape buffer.

Area 3. Generally, the area from the entryway east to where the sidewalk ends, including the swale area between 14th Street and the sidewalk and from the sidewalk to and past the landscape buffer.

Area 4. Generally, the area from 14th street to SW 17th Street from the sidewalk up to and past the landscape buffer.

Area 5. Generally, the south area of the canal from 154th Avenue to the property's end, up to the fencing. The area north of the canal is not included in this maintenance.

Area 6. Generally, the area along 17th Street from the fence to the hardwood trees, but not including any trees not immediately adjacent to the fence.

Area 7. Generally, the area from the guardhouse/entryway to include the traffic circle, tennis court area and palms along the south side of 15th place.

Area 8. The traffic islands (not irrigated).



COMMERCIAL SERVICE AGREEMENT

Branch Address:

Branch: Fort Lauderdale
Phone Number: 386-295-3881
Email: robertvilardi@trugreenmail.com
Address Line 1 6861 SW 196 Avenue
Address Line 2 Suite112
City Pembroke Pines State FL Zip 33332

Property Address:

Name: Belmont Lakes Community Deleopment District
Contact Name: Chris Wallace Phone Number:
Email: chrisw@munilytics.biz
Address Line 1 1402 SW 150TH Terrace - GPS Only
Address Line 2 Blackhawk Reserve
City Davi State FL Zip 33326

Bill To:

Name: Belmont Lakes CDD"
Contact Name: Chris Wallace Phone Number:
Email: chrisw@munilytics.biz
Address Line 1 7320 Griffin Road
Address Line 2 Suite 102
City Davie State FL Zip 33314

LAWN CARE SERVICES

TREATMENT	DESCRIPTION	COST
<input checked="" type="checkbox"/> JANUARY - APPLICATION 1	<input type="checkbox"/> PRE-EMERGENT <input checked="" type="checkbox"/> BROADLEAF WEED CONTROL	\$875.00
<input type="checkbox"/> FEBRUARY - APPLICATION 2	<input type="checkbox"/> NATURAL FERTILIZER <input checked="" type="checkbox"/> INSECT CONTROL	
	<input checked="" type="checkbox"/> FERTILIZER <input type="checkbox"/> FIRE ANT CONTROL	
<input checked="" type="checkbox"/> MARCH - APPLICATION 3	<input type="checkbox"/> PRE-EMERGENT <input checked="" type="checkbox"/> BROADLEAF WEED CONTROL	\$875.00
<input type="checkbox"/> APRIL - APPLICATION 4	<input type="checkbox"/> NATURAL FERTILIZER <input checked="" type="checkbox"/> INSECT CONTROL	
	<input checked="" type="checkbox"/> FERTILIZER <input type="checkbox"/> FIRE ANT CONTROL	
<input checked="" type="checkbox"/> MAY - APPLICATION 5	<input type="checkbox"/> PRE-EMERGENT <input checked="" type="checkbox"/> BROADLEAF WEED CONTROL	\$875.00
<input type="checkbox"/> JUNE - APPLICATION 6	<input type="checkbox"/> NATURAL FERTILIZER <input checked="" type="checkbox"/> INSECT CONTROL	
	<input checked="" type="checkbox"/> FERTILIZER <input type="checkbox"/> FIRE ANT CONTROL	
<input checked="" type="checkbox"/> JULY - APPLICATION 7	<input type="checkbox"/> PRE-EMERGENT <input checked="" type="checkbox"/> BROADLEAF WEED CONTROL	\$875.00
<input type="checkbox"/> AUGUST - APPLICATION 8	<input type="checkbox"/> NATURAL FERTILIZER <input checked="" type="checkbox"/> INSECT CONTROL	
	<input checked="" type="checkbox"/> FERTILIZER <input type="checkbox"/> FIRE ANT CONTROL	
<input checked="" type="checkbox"/> SEPTEMBER - APPLICATION 9	<input type="checkbox"/> PRE-EMERGENT <input checked="" type="checkbox"/> BROADLEAF WEED CONTROL	\$875.00
<input type="checkbox"/> OCTOBER - APPLICATION 10	<input type="checkbox"/> NATURAL FERTILIZER <input checked="" type="checkbox"/> INSECT CONTROL	
	<input checked="" type="checkbox"/> FERTILIZER <input type="checkbox"/> FIRE ANT CONTROL	
<input checked="" type="checkbox"/> NOVEMBER - APPLICATION 11	<input type="checkbox"/> PRE-EMERGENT <input checked="" type="checkbox"/> BROADLEAF WEED CONTROL	\$875.00
<input type="checkbox"/> DECEMBER - APPLICATION 12	<input type="checkbox"/> NATURAL FERTILIZER <input checked="" type="checkbox"/> INSECT CONTROL	
	<input checked="" type="checkbox"/> FERTILIZER <input type="checkbox"/> FIRE ANT CONTROL	
<input type="checkbox"/> SPECIAL SERVICES	<input type="checkbox"/> PRE-EMERGENT <input type="checkbox"/> BROADLEAF WEED CONTROL	
	<input type="checkbox"/> NATURAL FERTILIZER <input type="checkbox"/> INSECT CONTROL	
	<input type="checkbox"/> FERTILIZER <input type="checkbox"/> FIRE ANT CONTROL	
ANNUAL LAWN CARE COST:		\$5,250.00

TREE AND SHRUB CARE SERVICES

TREATMENT	DESCRIPTION	COST
<input checked="" type="checkbox"/> JANUARY - APPLICATION 1	<input type="checkbox"/> SUPERIOR HORTICULTURE OIL <input checked="" type="checkbox"/> INSECT CONTROL	\$725.00
<input type="checkbox"/> FEBRUARY - APPLICATION 2	<input checked="" type="checkbox"/> DISEASE CONTROL <input checked="" type="checkbox"/> FERTILIZER	
<input checked="" type="checkbox"/> MARCH - APPLICATION 3	<input type="checkbox"/> SUPERIOR HORTICULTURE OIL <input checked="" type="checkbox"/> INSECT CONTROL	\$725.00
<input type="checkbox"/> APRIL - APPLICATION 4	<input checked="" type="checkbox"/> DISEASE CONTROL <input checked="" type="checkbox"/> FERTILIZER	
<input checked="" type="checkbox"/> MAY - APPLICATION 5	<input type="checkbox"/> SUPERIOR HORTICULTURE OIL <input checked="" type="checkbox"/> INSECT CONTROL	\$725.00
<input type="checkbox"/> JUNE - APPLICATION 6	<input checked="" type="checkbox"/> DISEASE CONTROL <input checked="" type="checkbox"/> FERTILIZER	
<input checked="" type="checkbox"/> JULY - APPLICATION 7	<input type="checkbox"/> SUPERIOR HORTICULTURE OIL <input checked="" type="checkbox"/> INSECT CONTROL	\$725.00
<input type="checkbox"/> AUGUST - APPLICATION 8	<input checked="" type="checkbox"/> DISEASE CONTROL <input checked="" type="checkbox"/> FERTILIZER	
<input checked="" type="checkbox"/> SEPTEMBER - APPLICATION 9	<input type="checkbox"/> SUPERIOR HORTICULTURE OIL <input checked="" type="checkbox"/> INSECT CONTROL	\$725.00
<input type="checkbox"/> OCTOBER - APPLICATION 10	<input checked="" type="checkbox"/> DISEASE CONTROL <input checked="" type="checkbox"/> FERTILIZER	
<input checked="" type="checkbox"/> NOVEMBER - APPLICATION 11	<input type="checkbox"/> SUPERIOR HORTICULTURE OIL <input checked="" type="checkbox"/> INSECT CONTROL	\$725.00
<input type="checkbox"/> DECEMBER - APPLICATION 12	<input checked="" type="checkbox"/> DISEASE CONTROL <input checked="" type="checkbox"/> FERTILIZER	
<input type="checkbox"/> SPECIAL SERVICES	<input type="checkbox"/> SUPERIOR HORTICULTURE OIL <input type="checkbox"/> INSECT CONTROL	
	<input type="checkbox"/> DISEASE CONTROL <input type="checkbox"/> FERTILIZER	
ANNUAL TREE/SHRUB CARE COST:		\$4,350.00

BENEFICIAL SERVICES

DESCRIPTION	COST
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
ANNUAL BENEFICIAL SERVICES COST:	
TOTAL SALES TAX:	
TOTAL ANNUAL LAWN CARE SERVICE COST:	\$5,250.00

BENEFICIAL SERVICES

DESCRIPTION	COST
<input checked="" type="checkbox"/> Whitefly treatment for all the ficus around the property January service	\$900.00
<input checked="" type="checkbox"/> Whitefly treatment for all the ficus around the property June Service	\$900.00
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
ANNUAL BENEFICIAL SERVICES COST:	\$1,800.00
TOTAL SALES TAX:	
TOTAL ANNUAL TREE/SHRUB SERVICE COST:	\$4,350.00

COMMENTS:

Comprehensive turf care program for all St. Augustine turf around buildings, parking lots and swales. Services include fertilization, turf damaging insect control and weed control on all applications. All services guaranteed with unlimited no-charge service calls when required between scheduled services.

COMMENTS:

Comprehensive horticultural care program for all palms & ornamental shrubs in common areas, yards and swales. Services include fertilization, plant damaging insect control and disease control on all applications. All services guaranteed with unlimited no-charge service calls when required between scheduled services. Service will start January 2017 as talked about Coconut Palms will be treated at N/C twice a year

Standard Terms and Conditions

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. Notice. All notices as required under this Agreement shall be made to:
- Belmont Lakes CDD**
Attn: Munilytics
7320 Griffin Rd., Ste 102
Davie, FL 33314
- Customer: _____ TruGreen: _____
18. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
19. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT. TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
20. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
21. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

TruGreen Limited Partnership

By: _____
REPRESENTATIVE/ GENERAL MANAGER

Date: _____

Print Name: **Christopher Wallace, District Manager**
AUTHORIZED AGENT/ CUSTOMER

Customer Signature: _____
AUTHORIZED AGENT/ CUSTOMER

Date: **December 16, 2016**

