

**BRIGHTON LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

JANUARY 3, 2019

REGULAR BOARD MEETING

AGENDA PACKAGE

Brighton Lakes Community Development District

Agenda Page 2

Nestor Olmo, Chairperson
A Jeffrey Slack
Nestor Olmo
Marcial Rodriguez, Jr
Brenda Jennings
Michelle Incandela

Robert Koncar, District Manager
Kristen Suit, District Manager
Tucker Mackie, District Counsel
Mark Vincutonis, District Engineer
Russell Simmons, Field Manager
Freddy Blanco, Field Manager
Ariel Medina, Project Coordinator

Gerry Frawley, CDD Landscaping & Maintenance Liaison

December 21, 2018

Board of Supervisors
Brighton Lakes Community Development District

Dear Board Members:

A special meeting of the Board of Supervisors of the Brighton Lakes Community Development District will be held on **Thursday, January 3, 2019 at 6:00 P.M.** at the Brighton Lakes Recreation Center, 4250 Brighton Lakes Boulevard, Kissimmee, Florida.

1. Pledge of Allegiance
2. Roll Call
3. Organizational Matters
 - A. Oath of Office
 - B. Resolution 2019-02, Designation of Officers
4. Approval of Minutes
 - A. Minutes of November 1, 2018 Meeting
 - B. Minutes of December 13, 2018 Meeting
5. Audience Comments (Limited to 3 minutes)
6. Engineer's Report
7. Vendor/Contractor/Third Party Items
8. District Manager's Report
 - A. Financial Statements
 - B. Check Register and Invoices
 - C. Motion to Assign Fund Balance
9. Staff Report
 - A. Attorney
 - i. Independent Contractor Agreement – Gerry Frawley
 - B. Field Manager

District Office:
313 Campus Street
Celebration, FL 34747
407-566-1935

www.brightonlakescdd.org

Meeting Location:
Brighton Lakes Clubhouse
4250 Brighton Lakes Boulevard
Kissimmee, FL 34744

i. Field Management Report

ii. Pool Resurfacing Proposals

iii. Payment Discussion and Consideration of Brightview Landscaping Final Invoice

10. Supervisor Requests and Comments

11. Other Business

12. Adjournment

I look forward to seeing you at the meeting. Please call me if you have any questions.

Sincerely,

Robert Koncar/Kristen Suit
District Manager

Third Order of Business

3B.

RESOLUTION 2019-02

**A RESOLUTION DESIGNATING OFFICERS OF THE
BRIGHTON LAKES COMMUNITY DEVELOPMENT
DISTRICT**

WHEREAS, the Board of Supervisors of the Brighton Lakes Community Development District at a special meeting following the General Election held on November 6, 2018, desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Bob Koncar/Kristen Suit</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
<u>Alan Baldwin</u>	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS, 3rd DAY OF JANUARY 2019.

Chairman

Secretary

Fourth Order of Business

4A.

MINUTES OF MEETING

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held Thursday, November 1, 2018 at 6:00 p.m. at the Brighton Lakes Recreation Center, 4250 Brighton Lakes Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Michelle Incandela	Chairperson
John Mastromarino (via telephone)	Vice Chairman
Dolores Pieters	Assistant Secretary
Gerald Frawley	Assistant Secretary
Jeffrey Slack	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Tucker Mackie (via telephone)	District Attorney
Mark Vincutonis	District Engineer
Russell Simmons	Field Services Manager
Freddy Blanco	Assistant Field Manager
Ariel Medina	Project Coordinator

This represents the context and summary of the meeting.

FIRST ORDER OF BUSINESS Pledge of Allegiance

The Pledge of Allegiance was recited.

SECOND ORDER OF BUSINESS Roll Call

- Ms. Suit called the meeting to order and called the roll.

THIRD ORDER OF BUSINESS Approval of Minutes

A. Minutes of the September 6, 2018 Meeting

- Ms. Suit requested any additions, corrections or deletions to the minutes. There being none,

On MOTION by Ms. Incandela seconded by Mr. Slack with all in favor the minutes of the September 6, 2018 meeting were approved. 5-0

FOURTH ORDER OF BUSINESS

Audience Comments (Limited to 3 Minutes)

- Comments were received from the audience.
 - Mr. McGrath questioned the status of the north fountain. Mr. Simmons indicated an email had been sent out three weeks ago about this, but they are currently waiting on the motor and there is a backlog.
 - Ms. Jennings indicated there are areas with insufficient street lights. She was informed the street lights are not CDD responsibility but that of KUA. Mr. Frawley provided her the contact information.
 - Mr. Olmo questioned whether there were any updates to start paving the roads incrementally or is there a plan. Ms. Incandela stated they are planning to replace them in phases and are in the process of determining the areas in their community which are likely to fail first or need replacement first; but are considering if it is in the best interest to do some spot fixes or to hold off to doing entire sections in phases.
 - The cost is extremely high, and they have been building the reserves for quite some time.
 - Analysis of the community is being done to determine future costs and to see if this will be larger than anticipated so they can plan their budget accordingly, and to make sure they can do not only the roadways but other areas which need addressing.

FIFTH ORDER OF BUSINESS

Engineer's Report

A. Consideration of the Revised Proposal from All Terrain

- Mr. Vincutonis presented the revised proposal from All Terrain for the repair of the two areas, which they discussed at the last meeting. It was decided to go ahead and repair the entire area rather than leaving a piece of old asphalt. A revised proposal was provided in the amount of \$47,825 for the Board to consider.
- Mr. Slack indicated the proposal is almost twice the previous cost. Mr. Vincutonis stated he noticed the same thing and he questioned this and was told they looked at this as a brand new project and went back to their vendors, their

MOTs, their pavers, their miller provided the quantities and where given the price presented to the Board.

- Mr. Mastromarino questioned the status of the reserve study. Ms. Suit informed him the information was sent to them and they have reached out with additional questions which were provided. However, she hopes they will provide her with the completed study report by the next meeting. Mr. Mastromarino was hoping they would have the information so that they can use it to determine how they would proceed with this repair.
- Ms. Suit stated if they approve the motion to assign fund balance at this meeting, the road reserve will be \$436,914 so the funds will be taken from this for the repair.
- Further discussion ensued regarding the repair. Ms. Incandela stated she would like to see a road resection done then a spot repair given the high price of the presented proposal.

On MOTION by Mr. Slack seconded by Mr. Frawley with Mr. Slack, Mr. Frawley, Mr. Mastromarino and Ms. Pieters voting AYE and Ms. Incandela voting NAY the proposal from All Terrain in the amount of \$47,825 or with Camcore if the cost is lower was approved. 4-1

B. Discussion of Plats

- Item will be discussed in the RFP later in the meeting.

SIXTH ORDER OF BUSINESS

Vendor/Contractor/Third Party Items

Magnosec:

- The vendor was present at today's meeting and provided a report to the Board.
 - They renewed their insurance.
 - The vendor stated his officer renewed her first aid AD license.
 - For September they had 23 reports.
 - There was an incident at the guardhouse involving two young unaccompanied children. The guard questioned whether the CDD can send a

107 letter to the parent indicating minor children must be accompanied by a
108 parent/an adult in order to be allowed access.

109 ○ Ms. Incandela questioned Ms. Mackie whether a letter can be sent to the
110 parents to this regard. Ms. Mackie confirmed a letter can be sent explaining
111 the CDDs policies.

112 ○ Ms. Suit indicated to the vendor to notify Ariel Medina when these incidents
113 occur.

114 ○ The Board asked about the holiday schedule and suggested they use the
115 same holiday schedule as last year.

116 Brightview:

117 • Mr. Tom Murphy reported the following.

118 ○ The irrigation issues have been resolved as of Tuesday but they noticed on
119 the system there is a minor leak. He will have the technician out tomorrow
120 to take a look at it. With the Boards' permission, he would rather not have
121 him turn the system down on the weekend, but wait until Monday so they
122 can dry the system.

123 ○ Over the past four months they have made four mainline repairs and
124 repaired two weeping valves.

125 ○ Mr. Frawley questioned Mr. Murphy on his time for getting what is in the
126 scope of services to be completed since he is way behind on many items.
127 Mr. Murphy indicated they will be addressing all these concerns over the
128 next few weeks.

129 ○ Mr. Frawley stated there are still a lot of outstanding items. Ms. Suit
130 indicated at their workshop they discussed that those were items which were
131 part of their scope of services and there should not be a need for a proposal
132 as all of these items are part of the contract.

133 ○ Further discussion ensued regarding this issue.

134 Envera:

135 • Miriam Klochman presented the report to the Board.

136 ○ She indicated she had not attended the last meeting but will try to attend as
137 many meeting as she can.

- 138 ○ Over the last 60 days they have put some improvements in place which will
139 benefit the community. They have added a troubleshooting position in their
140 service department and are also rolling out a new ticketing system in the
141 service department which goes live in two weeks. This service will provide
142 the ability to track service and/or work requests and provide a status update.
- 143 ○ Ms. Klochman is now the Account Manager and will serve as a liaison
144 between the company and the CDD to address any concerns, questions, or
145 resolutions. She also has some equipment service history if the Board wishes
146 to ask questions. However, she is not familiar with the process that their
147 service department utilizes but she can leave the Board with a copy
- 148 ○ Ms. Incandela questioned if it was service history in respect to repairs as this
149 is something she would expect in a monthly report to be provided to
150 Inframark and could be included in the agenda packages before the meeting
151 so it can be review in advanced.
- 152 ○ Ms. Incandela stated they bought into this based upon the representation
153 that there is going to be monitoring of the cameras, so it is concerning that
154 now the policies and procedures internally have changed because it certainly
155 affects what the CDD is paying for, and this would have been a consideration
156 to the CDD.
- 157 ○ Ms. Klochman stated she knows that they have staff that can do manual
158 camera checks and she can discuss this with Brian to see if this is something
159 that can be done for the CDD.
- 160 ○ Discussion ensued further regarding the camera concerns.
- 161 ○ Mr. Slack stated if the CDD is paying \$7,198 a month which covers repairs, he
162 questioned what are the charges for \$310 for repair.
- 163 ○ Ms. Klochman believes the afterhours calls for repair is \$310. Further
164 discussion ensued regarding this issue.
- 165 ○ Ms. Incandela requested Ms. Klochman provide clarification for the next
166 meeting on the after-hours repair charges and the invoices.
- 167 ○ Ms. Klochman will follow-up on all the concerns and questions expressed by
168 the Board and provide an update at the next meeting.

SEVENTH ORDER OF BUSINESS FEMA Update

- A FEMA letter was included in the agenda package. The District does not meet the criteria for public assistance from Hurricane Irma.

EIGHTH ORDER OF BUSINESS Acceptance of the Fiscal Year 2018 Audit Engagement Letter

- The FY2018 audit engagement letter was presented to the Board.

On MOTION by Mr. Slack seconded by Ms. Incandela with all in favor the fiscal year 2018 audit engagement letter with Grau & Associates in the amount of not to exceed \$4,000 was accepted.

NINTH ORDER OF BUSINESS District Manager's Report

A. Financial Statements

- Ms. Suit asked if they had any questions on the financials with the Board. There being none the next item followed.

B. Check Register and Invoices

- The Board reviewed the check register and invoices.
- Discussion ensued regarding a number of items on the check register.

On MOTION by Ms. Incandela seconded by Mr. Slack with all in favor the financials were approved and the check registers and invoices were accepted. 5-0

C. Motion to Assign Fund Balance

- Ms. Suit reviewed where all the funds are assigned. The total assigned reserves are \$911,586.
- Discussion ensued regarding the assign fund balance in more detail.

On MOTION by Mr. Slack seconded by Ms. Pieters with all in favor the motion to assign fund balance was approved. 5-0

D. Consideration of Reversing the Annual Budget Line Item Amounts

A. ProfServ – Field Management

B. ProfServe – Field Management On Site

- These line items were discussed at the recent workshop. The line items amounts will be reversed as follows Field Management onsite being \$60,185 (for onsite staff at 56 hours per week) and Field Management will now be \$41,390.

On MOTION by Mr. Mastromarino seconded by Mr. Frawley with all in favor reversing the annual budget line item amounts was approved. 5-0

E. ADA Compliance

- Ms. Suit provided an update on what the next steps are needed for the CDD to be ADA compliance.

On MOTION by Ms. Incandela seconded by Ms. Pieters with all in favor providing the initial website review and adding the compliance shield to the website in the amount of \$199 was approved. 5-0

F. Website Compliance Checklist

- The website compliance checklist items are required to be on CDD websites as per the Florida Statute.

G. Brightview Contract Review Update

- A handout was provided with the revised pricing of the Brightview contract effective January 1, 2019. The contract amount will be \$83,525.04.

H. Review of Specs for Landscape RFP

- The Board reviewed the specs for the landscape RFP.
- Ms. Mackie indicated at the workshop they discussed the following:
 - Assessing the selected contractor.
 - Method of the contract terms being enforced.
 - Grading sheet for all onsite reviews.
- Ms. Mackie presented a proposed draft agreement and discussion ensued as follows regarding:
 - The agreement verbiage

- 240 ○ Pricing based on items such as mulching, mowing, pruning, etc.
- 241 ○ Walk through and review of completed work with contractor
- 242 ○ Review of any deficiencies with contractor
- 243 ○ Provide a certain amount of time period to fix the deficiencies
- 244 ○ Deficiencies have to be fixed at least three days prior to submitting
- 245 invoices
- 246 ○ The contractor will be fined \$100 a day reduction in compensation until
- 247 the deficiencies are fixed
- 248 • Further discussion ensued regarding compensation for deficiencies and charging
- 249 the contractor for work other vendors may have to perform in order to correct
- 250 their deficiencies.
- 251 • Ms. Incandela stated they will have a landscape liaison onsite who will follow-up
- 252 and Ms. Suit confirmed the landscape liaison will have to continue to check to
- 253 ensure the job has been completed.
- 254 • Ms. Incandela stated the following:
- 255 ○ The inspections will be done together – Inframark representative, the
- 256 CDD liaison and the vendor.
- 257 ○ A list will be created with deficiencies and brought to the vendors'
- 258 attention.
- 259 ○ Timeframe allowing for correction of deficiencies will be provided.
- 260 ○ Vendor to inform the CDD when the deficiencies have been corrected.
- 261 ○ If not corrected within the allotted timeframe fines will start to take
- 262 effect.
- 263 • Ms. Incandela stated the idea is this should not be a repeated problem, the
- 264 whole point of the fees is to be a deterrent so they keep things current. This will
- 265 come in as reasonable enforcement and being compliant.

266 I. Follow-up Actions

267 A. RFP Process/Timeline (handout)

- 268 • Ms. Suit provided a handout of the RFP process and timeline which stated:
- 269 ○ What is occurring at tonight's meeting
- 270

- 271 ○ Discussion when the notice will be placed in the newspaper
- 272 ○ When the RFP package will be available to the public
- 273 ○ When the mandatory review will be done
- 274 ○ A special meeting will have to be called and the proposed date is
- 275 December 13, 2018 at 1:00 p.m.

- 276 • Discussion ensued regarding the Brightview contract renewal.
- 277 • Ms. Mackie stated it is her thought and understanding that Mr. Frawley has
- 278 already put in the work and he would probably be in a better position to assist
- 279 staff with finalizing the entirety of the package that would be available for the
- 280 proposers to pick up on November 13th.

281
282 On MOTION by Ms. Incandela seconded by Mr. Slack with
283 all in favor to authorize District staff to place the notice for
284 request for proposals for landscape maintenance services
285 with the date as outlined in the handout provided by Ms.
286 Suit was approved. 5-0

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- 288 • The Board reviewed and discussed the evaluation criteria presented in the
- 289 RFP package.

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291 On MOTION by Ms. Incandela seconded by Ms. Pieters
292 with all in favor the evaluation criteria for the RFP was
293 approved.

- 294
- 295 • Discussion ensued regarding the RFP package.
- 296 • Ms. Suit indicated the Board can appoint a Board member to be a liaison to
- 297 work and go over changes with Inframark.
- 298 • Ms. Mackie will review the final RFP package and provide her feedback.

299
300 On MOTION by Ms. Incandela seconded by Ms. Pieters with all
301 in favor on behalf of the Board in Mr. Frawley's capacity as
302 either a Board member or liaison to discuss changes with Mr.
303 Simmons by December 6, 2018 regarding the RFP package was
304 approved.

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306

307 **TENTH ORDER OF BUSINESS****Staff Report**308 **A. Attorney**

- 309
- None.

310 **B. Field Manager**311 **i. Field Management Report**

- 312
 - The field management report was presented to the Board.
- 313
 - Mr. Simmons mentioned the Christmas lights and asked when did the Board
- 314 want them turned on. It was decided to have it turned on one business day after
- 315 Thanksgiving.
- 316
 - Discussion ensued regarding the cleaning out of the canal behind Sorbay. There
- 317 is still some more work to be done for this to be completed.

318 **ii. AC Replacement Proposals**

- 319
 - The AC proposals from AJ's Air in the amount of \$9,798 and Prestige Air in the
- 320 amount of \$7,350.75 were presented to the Board.

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On MOTION by Ms. Incandela seconded by Mr. Slack with all in favor the proposal from Prestige Air in the amount of \$7,350.75 to replace the two AC units was approved.

326 **iii. Recreational Center Surveillance System Proposals**

- 327
 - The recreational center surveillance systems proposals from Third Eye Vision in
- 328 the amount of \$12,743.25, Godfather in the amount of \$10,900 and Serve USA
- 329 \$3,788 or \$6,593.44 were presented to the Board.
- 330
 - Discussion ensued regarding the proposal from Serve USA.
- 331
 - Mr. Blanco shared the location of the cameras with the Board. Mr. Slack
- 332 requested a drawing of the location of the cameras from Serve USA.

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On MOTION by Ms. Incandela seconded by Mr. Slack with all in favor the proposal from Serve USA in the amount of \$6,493.44 for the 10 camera system was approved.

341 **iv. Pool Resurfacing Proposals**

- 342 • Proposals were received from Churchill Group in the amount of \$75,125, Ibiza
343 Pool in the amount of \$26,950 and Central Florida Pool & Spa in the amount
344 of \$39,395. This item has been tabled and will be discussed at the January
345 meeting.

346

347 **ELEVENTH ORDER OF BUSINESS Supervisor Requests and Comments**

- 348 • Ms. Incandela informed the Board, Mr. Frawley has tendered his resignation
349 effective November 2, 2018, so he can serve the community in a different
350 capacity in a position as liaison with the landscapers. On Board consensus his
351 resignation was accepted.

352

353 **TWELFTH ORDER OF BUSINESS Other Business**

- 354 • Ms. Incandela indicated there was a request to use an open space in the
355 common area for a wedding on December 8, 2018 from 4:00 pm to
356 midnight for approximately 50 guests plus tables and chairs.
357 • Ms. Incandela stated this is not an area the CDD has designated for use of
358 this type of event.
359 • On Board consensus they requested Inframark notify the resident this area
360 would not be suitable for such an event.

361

362 **THIRTEENTH ORDER OF BUSINESS Adjournment**

363 There being no further business, the meeting was adjourned.

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369 _____
Secretary

Chairman

4B

MINUTES OF MEETING

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held Thursday, December 13, 2018 at 1:00 p.m. at the Brighton Lakes Recreation Center, 4250 Brighton Lakes Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Nestor Olmo	Chairman
Jeffrey Slack	
Brenda Jennings	
Marcial Rodriguez, Jr	

Also present were:

Kristen Suit	District Manager
Tucker Mackie	District Attorney
Gerry Frawley	CDD Maintenance Liaison
Russell Simmons	Field Services Manager
Ariel Medina	Project Coordinator

This represents the context and summary of the meeting.

FIRST ORDER OF BUSINESS Pledge of Allegiance

The Pledge of Allegiance was recited.

SECOND ORDER OF BUSINESS Roll Call

- Ms. Suit called the meeting to order and called the roll.

THIRD ORDER OF BUSINESS Organizational Matters

A. Oath of Office

- Ms. Suit administered the Oath of Office to Brenda Jennings, Marcial Rodriguez, Jr and Nestor Olmo.

B. Consideration of Appointment to Vacancy (Seat 5)

- Ms. Suit indicated there is a vacant seat and questioned if the Board would like to nominate someone to this seat.

- Mr. Slack indicated he would be interested in nominating Ms. Incandela to fill the vacant seat 5 for the remainder of the seat term. He stated Ms. Incandela brings a wealth of knowledge, history and experience. Mr. Olmo agreed.

On MOTION by Mr. Slack seconded by Mr. Olmo with all in favor appointment of Ms. Michelle Incandela to the vacant seat 5 was approved. 4-0

C. Resolution 2019-01, Designation of Officers

- Upon discussion, the Board decided to put this resolution on hold until all the Board members were present. However, Ms. Mackie indicated a Chair should be nominated in order to have proper authorization to sign documents.

On MOTION by Ms. Jennings seconded by Mr. Rodriguez with Ms. Jennings, Mr. Rodriguez, and Mr. Olmo voting AYE and Mr. Slack voting NAY, the appointment of Mr. Olmo for Chairman was approved. 3-1

- Board decided to hold off on the vote for Vice Chairman until the next meeting when all Board members are present.

On MOTION by Mr. Rodriguez seconded by Ms. Jennings with all in favor, Resolution 2019-01 designating Nestor Olmo Chairman; Kristen Suit Secretary; Bob Koncar Secretary; Stephen Bloom Treasurer; and Alan Baldwin Assistant Treasurer was adopted. 4-0

D. Review of Sunshine Law and Public Records Law

- Ms. Mackie reviewed the Sunshine Law as it states all public meetings of the District be noticed and all business of the District take place at those public meetings. This prohibits conversation amongst board members outside of a publicly noticed meeting on any matter that could come before the board.
- Ms. Mackie suggested board members who are a part of the HOA should make HOA meetings publicly noticed as workshops of the board, to prevent violations of Florida Sunshine Law.

FOURTH ORDER OF BUSINESS**Consideration of Landscape and Irrigation
Maintenance Proposals**

- Ms. Suit provided the Board with ranking sheets to be used during the RFP process.
- Ms. Mackie asked the Board how they would like to proceed regarding point allocation for each proposal.
- Discussion ensued regarding not having adequate time to review the material and rank it before the meeting and it was suggested tabling the ranking until the next meeting.
- The Board reviewed the presented list of proposals with miniature presentations and Q&A's.

Sorbello

- Sorbello Landscaping presented their proposal to the Board. They stated that they are a **pole** service landscape contractor, and do not subcontract any of their services except mulch, which is common in the industry. They are a licensed irrigation contractor and licensed pest control company and have been in business for 30 years.
- Mr. Slack had a number of questions for which the vendor provided responses. Ms. Jennings questioned how would they rectify the issues going on now with the landscaping at Brighton Lakes?
- Sorbello stated they perform background checks and drug tests on all of their employees. As well, their employees wear uniforms and there is a foreman and account manager on site. They felt they would be an asset because they have supervision and great customer service unlike other companies.
- The Board mentioned wanting a landscape representative present at all of the meetings. The company responded this should not be a problem. They recommended a smaller crew would be more ideal as they would be onsite all week. They give their employees incentives to motivate them to do a good job.
- Discussion ensued regarding bush hog and maintaining it.

Down to Earth Landscaping

- Down to Earth Landscaping stated they can start on the 7th, as they already have their crews. All of their workers are Down to Earth employees and own all of their equipment.
- Mr. Slack had a number of questions to which responses were received.
- Ms. Jennings asked how long Down to Earth has been in business and was told 30 years.
- Ms. Jennings asked based on their observation of Brighton Lakes Community, what would be the first thing that needs to be tackled?
- They responded as follows: (1) going through the irrigation system; (2) assessing the turf issues; (3) detail (major cleanup, trimming); and the conservation areas.
- Mr. Slack asked how big the crew would be for the Brighton Lakes Community? He was informed all of their crews consists of 5-6 men, for the Brighton Lakes property and they would use the same 6 men crews for 3 days with 144 man hours, with supplemental help as needed.
- Ms. Jennings asked how they would monitor work being completed and she was told they would have the account manager designated to the Brighton Lakes property and operational manager who would oversee as well. They informed her the manger will come out every time the crew is onsite and whenever Brighton Lakes reviews the work.
- Mr. Slack asked how Brighton Lakes compared in size to other properties Down to Earth has worked on? He was told they have many large onsite properties, approximately over 40 CDD contracts, contracts with HOAs, resorts, and approximately 1500 homes and will have representatives available to attend the board meetings.
- They encouraged the Board to reach out to their references or visit some of the properties they maintain.

Blade Runner Commercial Landscaping Company

- Blade Runner Commercial Landscaping stated that they are not a small or very huge company. The company is privately owned and is more flexible than other

138 companies. They do everything in house, the only thing they do not do is drill
139 wells. They have been in business for 11 years and have a great work order
140 system. If someone puts in a work order they will get a response back regarding
141 when the work will get completed.

142 • The Board had a number of questions for which responses were received.
143 • The Board asked about their equipment and was informed they own all of their
144 equipment, and are a debt free company. As they get business they try to add
145 one crew a month.

146 • They were questioned how does Brighton Lakes property compare in terms of
147 size to properties their company currently handles? The vendor responded and
148 stated they do not handle properties that are overwhelmingly huge, but have
149 dealt with a couple of big properties and do a couple of properties for the CDD.

150 • The vendor stated Brighton Lakes requires a lot of trimming and maintenance of
151 the wetlands. They presented a proposal to Brighton Lakes for an estimated 10-
152 14 days of a crew at \$1500 a day for the tractor for external mowing.

153 • Discussion ensued regarding residents planting on property they do not own and
154 discussed having two crews to work on the property. The vendor realizes they
155 have a low bid but are confident they will get the work done for the price
156 quoted.

157 • The Board questioned if Blade Runner had any exceptions to the work which had
158 to be done and they indicated they do not, as they are available to start 24 hours
159 after Brighton Lakes presents them with a contract.

160 • The vendor stated to start they would need a solid insurance certificate and
161 would like to ride on the property again to get a clear understanding of it with
162 the crew. They mentioned their average contract is 6-7 years, as they do not
163 typically lose contracts.

164 Yellowstone

165 • Yellowstone stated they have their own employees and utilize a H2B program in
166 the summer, which brings visa workers in from Mexico but they keep the same
167 workers. These workers do not need to be trained again because they already

168 know the property and equipment, they are just there to help supplement
169 Yellowstone's crew during the heavy working months.

- 170 • The Board had some questions for the vendor and responses were received.
- 171 • The Board asked how long company has been in business and were informed
172 they have been in business since the early 90s, and are currently in business in
173 eight states, and are the 3rd largest company in the country.
- 174 • Discussion ensued regarding the scope of the work and man hours.
- 175 • Yellowstone was asked when they could start and was informed they can begin
176 Monday after the Boards' meeting. Yellowstone is very familiar with CDDs and
177 currently have their longest standing account with a CDD and provided a lists of
178 the CDD properties they have had and work with currently.

179 Dora Landscaping

- 180 • The Board questioned when would they start if this vendor was presented the
181 contract. They responded they can start in January.
- 182 • They were asked regarding their personnel and equipment and responded they
183 have 125 employees who currently work for the company, and handle a lot of
184 different counties. The equipment and trucks are owned.
- 185 • The Board asked how much personnel will be on the Brighton Lakes property
186 and for how long. They responded around 6 or 7 guys during the summer.
187 Recommends pulling certain plants and adding other plants to illuminate color
188 and make the property pop. Also, addressed safety concerns and illustrated
189 what the Board can expect the final product to look like. They stated they give
190 large properties like Brighton Lakes a \$15,000 enhancement credit to utilize as
191 they choose.
- 192 • Additional questions were asked and responses were received.
- 193 • The Board asked about the number of managers who will be onsite for
194 inspection and the vendor responded they will see managers Chance and
195 Anthony a few times a month and the production manager a couple times a
196 week.

- The Board mentioned they have a monthly drive thru with Inframark and if performance was lacking they would deduct approximately \$100 for liquidated damages.
- Board asked if the vendor would have a representative present at board meetings and was informed they would be present.

Millennium Grounds & Waters

- Millennium Grounds & Waters stated they have been in business since 1996, and their specialty is all inclusive neighborhoods.
- The Board questioned when Millennium would be available to start and was informed they would be available to start 3 weeks from today.
- They were asked about their personnel and equipment and informed the Board they have approximately 125 employees during the season, approximately 25 trucks, 36 mowers, 2 vehicles and 2 technicians for pest control.
- They were asked about their size crew that would be used for the Brighton Lakes community and was informed 8 guys for 3 days a week.
- For a new project they will bring in more guys than needed for the first couple of weeks to make sure they can accomplish their goals.
- The Board asked if there was anything in the RFP which the company would be unable to do, because it is a very extensive scope of work. The Board was told there was nothing in the RFP, except 26 irrigation inspections, as there are only 12. Discussion ensued regarding the irrigation.
- The vendor indicated they have their own employees; and do not do sub contracts.

Brightview

- The Board informed Brightview the scope of work provided in the RFP over the years had not been met by their company.
- Brightview explained before Brightview bought Girard, around 2014, Girard took over the contracts. Their structure was to see what the property's current budget and try to bid to match the budget, but the budget is usually inadequate

- 226 to match the need and expectations of the client. The vendor stated they handle
227 contracts differently and are more precise.
- 228 • The Board asked for assurance of improvement under the new contract and was
229 told with the right equipment, man power, and scope of services they are
230 confident they can turn Brighton Lakes back into what it was before.
- 231 • Discussion ensued regarding the bids.
- 232 ○ Board noted Brightview bid was not in conformance with what the Board
233 asked each bidder to submit, therefore they will be deemed non responsive.
- 234 ○ Blade Runner received 25 points and were the lowest bidder. Their 3-year
235 average was \$217,850. However, it is Important to note their bid is a
236 \$58,000 increase from Brighton Lake's current contract with Brightview.
- 237 ○ Down to Earth received 19.37 points, their bid is approximately \$107,000
238 above Brighton Lake's current contract.
- 239 ○ Sorbello received 16.03 points, their bid is approximately \$132,000 above
240 Brighton Lake's current contract.
- 241 ○ Millennium Grounds & Waters received 15.65 points, their bid is
242 approximately \$140,000 above Brighton Lake's current contract.
- 243 ○ Yellowstone received 13.55 points, their bid is approximately \$152,000
244 above Brighton Lake's current contract.
- 245 ○ Dora received 10.36 points, their bid is approximately \$179,000 above
246 Brighton Lake's current contract.
- 247 ○ Capital received 8.42 points, their bid is approximately \$200,000 above
248 Brighton Lake's current contract.
- 249 ○ Discussion ensued further as the Board calculated the final scores.
- 250 • Ms. Mackie announced final scores based on the numbers provided by the
251 Board.
- 252 ○ 1st Blade Runner received 88.50 points
- 253 ○ 2nd Down to Earth received 88.12 points
- 254 ○ 3rd Sorbello received 84.03 points
- 255 ○ 4th Dora received 81.61 points

- 256 ○ 5th Yellowstone received 78.55 points
- 257 ○ 6th Millennium Grounds & Waters received 76.90 points
- 258 ○ 7th Capital received 64.42 points
- 259 • Ms. Mackie asked the Board that if any board member individually feels there is
- 260 something collectively which should be reconsidered they can discuss this now.
- 261 • Mr. Slack asked what the price was for the top 2.
- 262 • Ms. Mackie indicated Blade Runner was the lowest at \$217,000 for the first year.
- 263 • The Board decided to rewrite bidding scores and circle the bids they are
- 264 changing.
- 265 • Ms. Mackie informed the Board they are going to have to pull from some of the
- 266 reserves due to the increase being \$107,000 more than the current contract for
- 267 the first year.
- 268 • Mr. Frawley stated the guy from Blade Runner had a good grasp on what they
- 269 needed to do to accomplish what Brighton Lakes wanted.
- 270 • Ms. Jennings asked if the Board could check out any of the references before
- 271 making a commitment.
- 272 • Mr. Simmons suggested they go for the lowest bid, which is still a lot of money
- 273 and just hope for the best. Stated Blade Runner's supervisor has done work on
- 274 another project before and that the work comes down to who is on the field not
- 275 the owner. Briefly discussed who's work he is familiar with.
- 276 • Ms. Mackie reported the bidding scores again.
- 277 ○ 1st Blade Runner received 90 points
- 278 ○ 2nd Down to Earth received 88.12 points
- 279 ○ 3rd Sorbello received 84.03 points
- 280 ○ 4th Dora received 81.61 points
- 281 • Based on the results, the Board decided to go with Blade Runner. They will begin
- 282 the first week in January and the contract with Brightview will be terminated.
- 283
- 284
- 285

On MOTION by Mr. Slack seconded by Mr. Olmo with Mr. Slack, Mr. Olmo, and Ms. Jennings voting AYE and Mr. Rodriguez, Jr voting NAY to adopt the rankings as so indicated and authorizing District staff to negotiate the contract with Bladerunner understanding the form of the contract that is included in the agenda package starting the first week of January was approved. 3-1

FIFTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Ms. Mackie reported the District refinanced their series 2007 bonds back in September of 2017, resulted in a net present value savings to the homeowners who pay a debt service assessment under those bonds of approximately 13%. When you issue bonds you enter into a Trust Indenture and under this indenture you have a Trustee, in the District's case the trustee is US Bank. US Bank received funds from the District for debt service payment and misapplied the funds received to principal instead of interest. The District entered into a promissory note with US Bank, stating in the event the District over collects assessments, over the course of the next two years after the District is done making debt service payments we are going to reduce our promissory note with US Bank. At the end of this fiscal year, November 2nd, we have approximately \$39,000 in excess funds.

On MOTION by Mr. Slack seconded by Ms. Jennings with all in favor, authorization for withdrawal of funds to promissory note in the amount of \$32,878 was approved. 4-0

- Ms. Mackie reported she had been talking with Nathan Fraser, who is Counsel for the HOA, regarding street tree trimming, which has been a subject of warnings and potential fines by the county. They cannot get emergency equipment through due to clearance. HOA declaration has always made it the homeowner's responsibility to maintain the sidewalk to the curb. The District maintains the street trees to the extent they do not abut homeowner's property. After talking with Mr. Fraser they determined the district does not have the budget to maintain street trees. The best option would be a holistic

320 approach, for HOA to notify homeowners that they will be charged an
321 assessment that will be included in their dues.

322 • Discussion ensued regarding tree trimming.
323 • Mr. Frawley stated his CDD email was deleted because he is no longer a board
324 member. Discussion ensued regarding this and it was indicated due to the
325 Board changes this account was closed.

326 • Ms. Mackie will prepare a contract. Within the contract it will state the
327 individuals that contact Mr. Frawley and give him direction.

328

329 On MOTION by Mr. Rodriguez seconded by Mr. Olmo with all in
330 favor, nominating Mr. Gerry Frawley as the CDD Liaison for the
331 landscape and CDD maintenance with a payment of \$200 per
332 meeting was approved. 4-0

333

334 **SIXTH ORDER OF BUSINESS** **Other Business**

335 • There being none.

336

337 **SEVENTH ORDER OF BUSINESS** **Adjournment**

338 There being no further business, the meeting was adjourned.

339 On MOTION by Mr. Slack seconded by Mr. Rodriguez, Jr. with all
340 in favor, the meeting was adjourned. 4-0

341

342

343

344

345

346

347 _____
Secretary

Chairman

Eighth Order of Business

8A.

BRIGHTON LAKES
Community Development District

Financial Report

11/30/2018

Prepared by:



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BRIGHTON LAKES
Community Development District

Financial Statements

(Unaudited)

11/30/2018

Balance Sheet
November 30, 2018

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 322,158	\$ -	\$ -	\$ 322,158
Interest/Dividend Receivables	3,850	-	-	3,850
Due From Other Funds	-	32,941	31,236	64,177
Investments:				
Certificates of Deposit - 12 Months	129,772	-	-	129,772
Certificates of Deposit - 18 Months	259,285	-	-	259,285
Money Market Account	552,114	-	-	552,114
SBA Account	12,394	-	-	12,394
Reserve Fund	-	49,217	20,789	70,006
Revenue Fund	-	93,064	37,934	130,998
TOTAL ASSETS	\$ 1,279,573	\$ 175,222	\$ 89,959	\$ 1,544,754
<u>LIABILITIES</u>				
Accounts Payable	\$ 24,304	\$ -	\$ -	\$ 24,304
Accrued Expenses	4,804	-	-	4,804
Sales Tax Payable	2	-	-	2
Due To Other Funds	64,177	-	-	64,177
TOTAL LIABILITIES	93,287	-	-	93,287
<u>FUND BALANCES</u>				
Restricted for:				
Debt Service	-	175,222	89,959	265,181
Assigned to:				
Operating Reserves	169,967	-	-	169,967
Reserves - Clubhouse	40,000	-	-	40,000
Reserves - Field	90,000	-	-	90,000
Reserves - Landscape	190,967	-	-	190,967
Reserves-Recreation Facilities	101,817	-	-	101,817
Reserves - Roadways	350,049	-	-	350,049
Unassigned:	243,486	-	-	243,486
TOTAL FUND BALANCES	\$ 1,186,286	\$ 175,222	\$ 89,959	\$ 1,451,467
TOTAL LIABILITIES & FUND BALANCES	\$ 1,279,573	\$ 175,222	\$ 89,959	\$ 1,544,754

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 9,500	\$ 1,583	\$ 1,623	\$ 40	17.08%
Room Rentals	100	25	-	(25)	0.00%
Interest - Tax Collector	-	-	85	85	0.00%
Special Assmnts- Tax Collector	837,157	74,654	126,836	52,182	15.15%
Special Assmnts- Discounts	(33,486)	(2,986)	(5,124)	(2,138)	15.30%
Gate Bar Code/Remotes	100	20	193	173	193.00%
Access Cards	1,000	166	76	(90)	7.60%
TOTAL REVENUES	814,371	73,462	123,689	50,227	15.19%

EXPENDITURES**Administration**

P/R-Board of Supervisors	6,000	1,000	2,000	(1,000)	33.33%
FICA Taxes	459	77	153	(76)	33.33%
ProfServ-Arbitrage Rebate	600	-	-	-	0.00%
ProfServ-Dissemination Agent	1,000	1,000	-	1,000	0.00%
ProfServ-Engineering	5,000	833	1,670	(837)	33.40%
ProfServ-Legal Services	12,000	2,000	5,788	(3,788)	48.23%
ProfServ-Mgmt Consulting Serv	49,762	8,294	8,294	-	16.67%
ProfServ-Property Appraiser	751	751	-	751	0.00%
ProfServ-Special Assessment	5,305	-	858	(858)	16.17%
ProfServ-Trustee Fees	8,450	4,500	4,041	459	47.82%
Auditing Services	4,046	1,349	-	1,349	0.00%
Communication - Telephone	5,000	833	613	220	12.26%
Postage and Freight	500	83	136	(53)	27.20%
Insurance - General Liability	8,708	2,177	2,515	(338)	28.88%
Printing and Binding	4,000	667	619	48	15.48%
Legal Advertising	800	133	96	37	12.00%
Miscellaneous Services	2,600	433	2,952	(2,519)	113.54%
Misc-Assessmnt Collection Cost	16,743	1,454	2,537	(1,083)	15.15%
Office Supplies	350	59	342	(283)	97.71%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	132,249	25,818	32,789	(6,971)	24.79%

Field

ProfServ-Field Management	41,390	6,898	6,898	-	16.67%
ProfServ - Field Management Offsite Staff	60,185	10,031	10,031	-	16.67%
Contracts-Landscape	164,064	27,344	26,547	797	16.18%
Electricity - General	65,000	10,833	9,234	1,599	14.21%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Utility - Water & Sewer	4,000	666	374	292	9.35%
R&M-Common Area	30,000	5,000	-	5,000	0.00%
R&M-Irrigation	5,000	833	987	(154)	19.74%
R&M-Lake	23,400	3,900	5,698	(1,798)	24.35%
Misc-Contingency	7,000	1,167	191	976	2.73%
Capital Reserve	46,820	-	-	-	0.00%
Total Field	446,859	66,672	59,960	6,712	13.42%
<u>Gatehouse</u>					
Contracts-Security Services	86,376	14,396	14,396	-	16.67%
Miscellaneous Services	16,935	2,823	760	2,063	4.49%
Total Gatehouse	103,311	17,219	15,156	2,063	14.67%
<u>Road and Street Facilities</u>					
R&M-Roads & Alleyways	1,000	250	-	250	0.00%
R&M-Signage	1,200	300	-	300	0.00%
Total Road and Street Facilities	2,200	550	-	550	0.00%
<u>Community Center</u>					
Contracts-Security Services	35,000	5,833	4,960	873	14.17%
R&M-Clubhouse	14,752	2,459	1,354	1,105	9.18%
R&M-Pools	35,000	5,833	2,625	3,208	7.50%
Miscellaneous Services	5,000	833	-	833	0.00%
Capital Reserve	40,000	-	3,297	(3,297)	8.24%
Total Community Center	129,752	14,958	12,236	2,722	9.43%
TOTAL EXPENDITURES	814,371	125,217	120,141	5,076	14.75%
Excess (deficiency) of revenues Over (under) expenditures	-	(51,755)	3,548	55,303	0.00%
Net change in fund balance	\$ -	\$ (51,755)	\$ 3,548	\$ 55,303	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2018)	1,182,738	1,182,738	1,182,738		
FUND BALANCE, ENDING	\$ 1,182,738	\$ 1,130,983	\$ 1,186,286		

BRIGHTON LAKES
Community Development District

Debt Service Schedules

11/30/2018

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ 1,900	\$ 317	\$ 533	\$ 216	28.05%
Special Assmnts- Tax Collector	210,541	18,775	33,430	14,655	15.88%
Special Assmnts- Discounts	(8,422)	(751)	(1,351)	(600)	16.04%
TOTAL REVENUES	204,019	18,341	32,612	14,271	15.98%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessmnt Collection Cost	4,211	376	669	(293)	15.89%
Total Administration	4,211	376	669	(293)	15.89%
<u>Debt Service</u>					
Principal Debt Retirement	100,000	-	-	-	0.00%
Interest Expense	97,739	49,271	49,271	-	50.41%
Total Debt Service	197,739	49,271	49,271	-	24.92%
TOTAL EXPENDITURES	201,950	49,647	49,940	(293)	24.73%
Excess (deficiency) of revenues					
Over (under) expenditures	2,069	(31,306)	(17,328)	13,978	-837.51%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	2,069	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	2,069	-	-	-	0.00%
Net change in fund balance	\$ 2,069	\$ (31,306)	\$ (17,328)	\$ 13,978	-837.51%
FUND BALANCE, BEGINNING (OCT 1, 2018)	192,550	192,550	192,550		
FUND BALANCE, ENDING	\$ 194,619	\$ 161,244	\$ 175,222		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 200	\$ 33	\$ 49	\$ 16	24.50%
Special Assmnts- Tax Collector	220,651	19,677	31,899	12,222	14.46%
Special Assmnts- Discounts	(8,826)	(787)	(1,289)	(502)	14.60%
TOTAL REVENUES	212,025	18,923	30,659	11,736	14.46%
EXPENDITURES					
Administration					
Misc-Assessmnt Collection Cost	4,413	394	638	(244)	14.46%
Total Administration	4,413	394	638	(244)	14.46%
Debt Service					
Principal Debt Retirement	138,000	-	-	-	0.00%
Interest Expense	71,306	35,653	35,653	-	50.00%
Total Debt Service	209,306	35,653	35,653	-	17.03%
TOTAL EXPENDITURES	213,719	36,047	36,291	(244)	16.98%
Excess (deficiency) of revenues					
Over (under) expenditures	(1,694)	(17,124)	(5,632)	11,492	332.47%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	(1,694)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(1,694)	-	-	-	0.00%
Net change in fund balance	\$ (1,694)	\$ (17,124)	\$ (5,632)	\$ 11,492	332.47%
FUND BALANCE, BEGINNING (OCT 1, 2018)	95,591	95,591	95,591		
FUND BALANCE, ENDING	\$ 93,897	\$ 78,467	\$ 89,959		

Notes to the Financial Statements

November 30, 2018

General Fund

► **Assets**

■ **Cash and Investments** - The District has three CDs with varying maturities one Money Market and one Checking account. (See Cash & Investments Report for further details).

■ **Interest/Dividend Receivable** - Year end accruals for CD's #9184 (\$966), #6615 (\$2,614) & #8956 (\$270).

► **Liabilities**

■ **Accounts Payable** - Invoices for current month not paid in current month - \$24,304.

■ **Accrued Expenses** - Electricity - KUA for November (\$4,617), TOHO Water Authority for November (\$187).

■ **Due To Other Funds** - Debt service portion of the assessments collected by the tax collector.

► **Fund Balance**

■ **Assigned To** - Reserves need to be approved by the board:

Operating Reserve	169,967
Reserves - Clubhouse	40,000
Reserves - Field	90,000
Reserves - Landscape	190,967
Reserves - Recreation Facilities	101,817
Reserves - Roadways	350,049

TOTAL \$ 942,800

Debt Service Fund(s)

► **Revenue**

■ **2015 Series DS** - Special Assessments Tax Collector collections are 15% collected.

■ **2017 Series DS** - Special Assessments Tax Collector collections are 15% collected.

► **Expenses**

■ **2015 Series DS** - Interest Expense @ 50% YTD.

■ **2017 Series DS** - Interest Expense @ 50% YTD.

Notes to the Financial Statements

11/30/2018

Financial Overview / Highlights

- ▶ The Non-Ad valorem special assessments are 15% collected.
- ▶ The General Fund expenditures are at 15% of the YTD budget below the prorated 17%.
- ▶ Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% YTD Budget	Explanation
Expenditures				
<u>Administrative</u>				
ProfServ-Legal Services	\$ 12,000	\$ 5,788	48%	Hopping Green & Sams - October fees related to: Utility Construction, landscape RFP documents & attendance at board workshop by phone.
Miscellaneous Services	\$ 2,600	\$ 2,952	114%	Reserve Advisors - Reserve study deposit (\$2,825).
Office Supplies	\$ 350	\$ 342	98%	Inframark fees through November.
Annual District Filing Fee	\$ 175	\$ 175	100%	Paid in full.
<u>Field</u>				
R&M - Lake	\$ 23,400	\$ 5,698	24%	Sitex Aquatics for Oct & Nov (\$3,900), Vertex Water Features (\$1,798) for fountain repairs.
<u>Community Center</u>				
Contracts-Security Services	\$ 35,000	\$ 4,960	14%	Magnosec Corp Security monthly payments (\$2,480) per month below budgeted amount of (\$2,917).

BRIGHTON LAKES
Community Development District

Supporting Schedules

11/30/2018

**Non-Ad Valorem Special Assessments - Osceola County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2019**

					ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Series 2015 Debt Service Fund	Series 2017 Debt Service Fund
Assessments Levied FY 2019				\$ 1,268,348	\$ 837,157	\$ 210,541	\$ 220,651
Allocation %				100%	66%	17%	17%
11/09/18	\$ 20,175	\$ 1,081	\$ 434	\$ 21,690	\$ 14,316	\$ 3,600	\$ 3,773
11/26/18	160,383	6,683	3,409	170,475	112,520	28,298	29,657
TOTAL	\$ 180,558	\$ 7,764	\$ 3,843	\$ 192,165	\$ 126,836	\$ 31,899	\$ 33,430
% COLLECTED					15%	15%	15%
Total O/S				\$ 1,076,183	\$ 710,321	\$ 178,643	\$ 187,220

Cash and Investment Report
11/30/2018

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>INVESTMENT TYPE</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
<u>GENERAL FUND</u>					
Checking Account - Operating	BB&T	Public Funds Checking	N/A	0.01%	\$ 322,158
Certificate of Deposit- 12 Month	BankUnited	CD	12/1/2018	1.40%	\$ 25,858
Certificate of Deposit- 12 Month	BankUnited	CD	2/23/2019	1.55%	\$ 103,914
Certificate of Deposit- 18 Month	BankUnited	CD	3/18/2019	1.34%	\$ 259,285
Subtotal CD's					\$ 389,056
Money Market Account	BankUnited	MMA	N/A	1.00%	\$ 552,114
Operating Account- Fund A	SBA	Local Gov. Surplus Trust Fund	N/A	0.57%	\$ 12,394
GF Subtotal					\$ 1,275,722
<u>DEBT SERVICE FUNDS</u>					
Series 2015 Reserve Account	US Bank	Open-Ended CP	N/A	0.63%	\$ 49,217
Series 2017 Reserve Account	US Bank	Open-Ended CP	N/A	0.00%	\$ 20,789
Series 2015 Revenue Account	US Bank	Open-Ended CP	N/A	0.63%	\$ 93,064
Series 2017 Revenue Account	US Bank	Open-Ended CP	N/A	0.00%	\$ 37,934
DS Subtotal					\$ 201,004
Total					\$ 1,476,726

Brighton Lakes CDD

Bank Reconciliation

Bank Account No. 8978 BB&T - GF
Statement No. 11-18
Statement Date 11/30/2018

G/L Balance (LCY)	322,157.77	Statement Balance	342,691.10
G/L Balance	322,157.77	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	342,691.10
Subtotal	322,157.77	Outstanding Checks	20,533.33
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	322,157.77	Ending Balance	322,157.77
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
6/15/2016	Payment	2198	SMART CITY	18.81	0.00	18.81
9/29/2017	Payment	2759	SUN PUBLICATIONS OF FLORIDA DBA	70.16	0.00	70.16
11/27/2018	Payment	3099	INFRAMARK, LLC	18,636.52	0.00	18,636.52
11/28/2018	Payment	DD00375	Payment of Invoice 009179	99.97	0.00	99.97
11/28/2018	Payment	3101	HOME DEPOT	150.58	0.00	150.58
11/28/2018	Payment	3102	MAGNOSEC CORP	1,240.00	0.00	1,240.00
11/28/2018	Payment	3103	VERTEX WATER FEATURES	118.13	0.00	118.13
11/29/2018	Payment	DD00379	Payment of Invoice 009226	199.16	0.00	199.16
Total Outstanding Checks.....				20,533.33		20,533.33

8B.

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 10/1/2018 to 11/30/2018
(Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	117	10/03/18	BRIGHTON LAKES CDD	092718-8978	XFER FUNDS TO 8978	Due From Other Funds	131000	\$75,000.00
001	118	10/08/18	BRIGHTON LAKES CDD	100418-8978	XFER TO CHECKING - 8978	Due From Other Funds	131000	\$75,000.00
001	3067	10/11/18	BRIGHTVIEW LANDSCAPING	5969294	OCTOBER LANDSCAPE MAINTENANCE	Contracts-Landscape	534050-53901	\$13,273.70
001	3068	10/11/18	CHURCHILLS GROUP HOLDINGS, INC.	9592	OCTOBER POOL SERVICES	R&M-Pools	546074-57204	\$585.00
001	3068	10/11/18	CHURCHILLS GROUP HOLDINGS, INC.	9496	CHEMICAL DELIVERY 9/28/18	R&M-Pools	546074-57204	\$630.35
001	3084	11/07/18	CHURCHILLS GROUP HOLDINGS, INC.	9707	NOVEMBER POOL SERVICES	R&M-Pools	546074-57204	\$585.00
001	3085	11/07/18	CHURCHILLS GROUP HOLDINGS, INC.	9620	OCTOBER CHEMICAL DELIVERY	R&M-Pools	546074-57204	\$842.03
001	3069	10/11/18	DEPARTMENT OF ECONOMIC OPPORTUNITY	71368	FY18/19 DISTRICT FILING FEES	Annual District Filing Fee	554007-51301	\$175.00
001	3062	10/02/18	ENVERA SYSTEMS LLC	673158	OCTOBER GATE ACCESS MONITORING	Contracts-Security Services	534037-53904	\$7,198.00
001	3062	10/02/18	ENVERA SYSTEMS LLC	673159	10/1-12/31/18 CLB HSE ACCESS	Miscellaneous Services	549001-53904	\$246.00
001	3074	10/22/18	ENVERA SYSTEMS LLC	18159	GATE REPAIR	Miscellaneous Services	549001-53904	\$310.00
001	3086	11/07/18	ENVERA SYSTEMS LLC	674117	NOV GATE ACCESS MONITOR	Contracts-Security Services	534037-53904	\$7,198.00
001	3063	10/03/18	EXERCISE SYSTEMS INC	044810	R&M ELLIPTICAL/TREADMILL	R&M-Clubhouse	546015-57204	\$144.95
001	3091	11/15/18	EXERCISE SYSTEMS INC	23536	11/5/18 PREVENTIVE MAINT	R&M-Clubhouse	546015-57204	\$210.00
001	3087	11/07/18	FEDEX	6-354-04162	OCTOBER POSTAGE	Postage and Freight	541006-51301	\$98.36
001	3096	11/21/18	FEDEX	6-367-91482	NOVEMBER POSTAGE	Postage and Freight	541006-51301	\$13.10
001	3075	10/22/18	HANSON, WALTER & ASSOCIATES	5265941	GEN ENGINEERING THRU 9/30/18	ProfServ-Engineering	531013-51501	\$375.00
001	3097	11/21/18	HANSON, WALTER & ASSOCIATES	5266227	ENGINEERING SVCS THRU OCT 2018	ProfServ-Engineering	531013-51501	\$1,076.25
001	3076	10/22/18	HOME DEPOT	100518-7008	SEPTEMBER PURCHASES	cleaning supplies	549001-57204	\$77.24
001	3076	10/22/18	HOME DEPOT	100518-7008	SEPTEMBER PURCHASES	maint supplies	546015-57204	\$54.58
001	3076	10/22/18	HOME DEPOT	100518-7008	SEPTEMBER PURCHASES	pot hole repairs	546081-54101	\$87.55
001	3076	10/22/18	HOME DEPOT	100518-7008	SEPTEMBER PURCHASES	black garbage bags	549001-57204	\$16.10
001	3076	10/22/18	HOME DEPOT	100518-7008	SEPTEMBER PURCHASES	keys	549001-57204	\$30.97
001	3076	10/22/18	HOME DEPOT	100518-7008	SEPTEMBER PURCHASES	repair fence @ bb crt	546016-53901	\$28.47
001	3076	10/22/18	HOME DEPOT	100518-7008	SEPTEMBER PURCHASES	maint supplies	546016-53901	\$53.91
001	3076	10/22/18	HOME DEPOT	100518-7008	SEPTEMBER PURCHASES	keys	549001-57204	\$11.82
001	3101	11/28/18	HOME DEPOT	110518-7008	GLOVES/SOD/CLEANING SUPPLIES	GLOVES	549900-53901	\$19.76
001	3101	11/28/18	HOME DEPOT	110518-7008	GLOVES/SOD/CLEANING SUPPLIES	TRIMMER BLADES	549900-53901	\$49.97
001	3101	11/28/18	HOME DEPOT	110518-7008	GLOVES/SOD/CLEANING SUPPLIES	GLOVES/SOD	549900-53901	\$47.08
001	3101	11/28/18	HOME DEPOT	110518-7008	GLOVES/SOD/CLEANING SUPPLIES	CLEANING SUPPLIES	549900-53901	\$33.77
001	3090	11/09/18	HOPPING GREEN & SAMS	103556	8/31-9/28/18 GEN COUNSEL	ProfServ-Legal Services	531023-51401	\$2,510.50
001	3090	11/09/18	HOPPING GREEN & SAMS	103557	8/1-9/6/18 MTHLY MTG	ProfServ-Legal Services	531023-51401	\$574.86
001	3080	10/24/18	INFRAMARK, LLC	35063	OCTOBER 2018 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,146.83
001	3080	10/24/18	INFRAMARK, LLC	35063	OCTOBER 2018 MGMT FEES	ProfServ-Field Management	531016-53901	\$3,449.17
001	3080	10/24/18	INFRAMARK, LLC	35063	OCTOBER 2018 MGMT FEES	Postage and Freight	541006-51301	\$14.57
001	3080	10/24/18	INFRAMARK, LLC	35063	OCTOBER 2018 MGMT FEES	Printing and Binding	547001-51301	\$111.60
001	3080	10/24/18	INFRAMARK, LLC	35063	OCTOBER 2018 MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17

BRIGHTON LAKES Community Development District

Payment Register by Fund For the Period from 10/1/2018 to 11/30/2018 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	3080	10/24/18	INFRAMARK, LLC	35063	OCTOBER 2018 MGMT FEES	A/C REPAIR	546015-57204	\$377.00
001	3080	10/24/18	INFRAMARK, LLC	35063	OCTOBER 2018 MGMT FEES	TOWELS / SANITIZER	551002-51301	\$320.18
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,146.83
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	ProfServ-Field Management	531016-53901	\$3,449.17
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	OCT	531106-53901	\$5,015.42
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	NOV	531106-53901	\$5,015.42
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	Postage and Freight	541006-51301	\$9.87
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	Printing and Binding	547001-51301	\$507.85
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	Office Supplies	551002-51301	\$22.00
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	3099	11/27/18	INFRAMARK, LLC	35896	NOVEMBER MGMT FEES	Brushcutter for Canal	549900-53901	\$40.79
001	3071	10/16/18	MAGNOSEC CORP	168	SECURITY SVCS 9/24-10/7/18	Contracts-Security Services	534037-57204	\$1,240.00
001	3088	11/07/18	MAGNOSEC CORP	171	10/8-10/21/18 SECURITY	Contracts-Security Services	534037-57204	\$1,240.00
001	3092	11/15/18	MAGNOSEC CORP	175	10/22-11/4/18 SECURITY	Contracts-Security Services	534037-53904	\$1,240.00
001	3102	11/28/18	MAGNOSEC CORP	178	SEC SVCS 11/5-11/18/18	Contracts-Security Services	534037-57204	\$1,240.00
001	DD00360	10/04/18	CENTURYLINK-ACH	091318-0794 ACH	9/13-10/12/18 SERVICE ACH	311030794	541003-51301	\$114.14
001	DD00362	10/19/18	TOHO WATER AUTHORITY	091918 ACH	BILL PRD 8/20-9/19	Utility - Water & Sewer	543021-53901	\$158.48
001	DD00363	10/15/18	CENTURYLINK-ACH	092218-2871 ACH	BILL PRD 9/22-10/21/18	Communication - Telephone	541003-51301	\$323.55
001	DD00366	10/23/18	BRIGHTHOUSE	071021501100318 ACH	BILL PRD 10/08-11/7/18	Miscellaneous Services	549001-53904	\$167.54
001	DD00368	10/16/18	KUA	100418 ACH	BILL PRD 8/21-9/21/18	Electricity - General	543006-53901	\$5,369.25
001	DD00367	10/22/18	CENTURYLINK-ACH	100118-8906	BILL PRD 10/1-10/31/18	Communication - Telephone	541003-51301	\$306.24
001	DD00369	10/28/18	BRIGHTHOUSE	071055501100818 ACH	10/13-11/12/18 GATE SRV ACH	0050710555-01 GATE	549001-53904	\$144.34
001	DD00372	11/13/18	CENTURYLINK-ACH	62871-102218 ACH	10/22-11/21/18 GATEHOUSE	GATEHOUSE	549001-53904	\$324.28
001	DD00373	11/20/18	TOHO WATER AUTHORITY	101918 ACH	9/19-10/19/18 WTR ACH	Utility - Water & Sewer	543021-53901	\$186.53
001	DD00374	11/23/18	BRIGHTHOUSE	071021501110218 ACH	11/8-12/7/18 GATE SRV ACH	0050710215-01	549001-53904	\$89.97
001	DD00375	11/28/18	BRIGHTHOUSE	071055501110618	11/13-12/12/18 GATEHOUSE	Miscellaneous Services	549001-53904	\$99.97
001	DD00376	11/20/18	KUA	102618	BILL PRD 9/21-10/21/18	Electricity - General	543006-53901	\$4,616.52
001	DD00377	11/23/18	CENTURYLINK-ACH	110118-8906 ACH	11/1-11/30/18 COMMUNICATIONS	Communication - Telephone	541003-51301	\$306.55
001	DD00379	11/29/18	BRIGHTHOUSE	025014901110718 ACH	BILL PRD 11/14-12/13/18	R&M-Clubhouse	546015-57204	\$199.16
001	DD00383	10/29/18	BRIGHTHOUSE	025014901101018 ACH	BILL PRD 10/14-11/13	R&M-Clubhouse	546015-57204	\$253.28
001	3077	10/22/18	RESERVE ADVISORS	101518 DEPOSIT	RESERVE STUDY DEPOSIT	DEPOSIT	549001-51301	\$2,825.00
001	3070	10/11/18	SITEX AQUATICS, LLC	CM 2644A	CREDIT FOR APRIL INV BILLED IN ERROR	R&M-Lake	546042-53901	(\$1,950.00)
001	3070	10/11/18	SITEX AQUATICS, LLC	2615A	SEPTEMBER LAKE MAINTENANCE	R&M-Lake	546042-53901	\$1,950.00
001	3070	10/11/18	SITEX AQUATICS, LLC	2653A	OCTOBER LAKE MAINTENANCE	R&M-Lake	546042-53901	\$1,950.00
001	3089	11/07/18	SITEX AQUATICS, LLC	2690A	NOVEMBER LAKE MAINTENANCE	R&M-Lake	546042-53901	\$1,950.00
001	3073	10/18/18	SUN PUBLICATIONS OF FLORIDA DBA	300137908	WORKSHOP - 9/27/18	Legal Advertising	548002-51301	\$44.42
001	3100	11/27/18	SUN PUBLICATIONS OF FLORIDA DBA	5189	REQ FOR PROPOSAL - LANDSCAPE	Legal Advertising	548002-51301	\$96.46
001	3078	10/22/18	TERMINIX PROCESSING CENTER	379710186	10/3/18 PEST CONTROL	3950470	546015-57204	\$43.00
001	3079	10/22/18	TERMINIX PROCESSING CENTER	379709186	10/3/18 PEST CONTROL	3950470	546015-57204	\$58.00

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 10/1/2018 to 11/30/2018
(Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	3093	11/15/18	TERMINIX PROCESSING CENTER	380468189	NOVEMBER PEST CONTROL	3950470	546015-57204	\$43.00
001	3094	11/15/18	TERMINIX PROCESSING CENTER	380468003	NOV PEST CONTROL	3950470	546015-57204	\$58.00
001	3098	11/21/18	U.S. BANK	5160389	2017 TRST FEES 10/1/18-9/30/19	ProfServ-Trustee Fees	531045-51301	\$4,040.63
001	3072	10/16/18	VERTEX WATER FEATURES	I1396	FOUNTAIN REPAIRS SITE #1	R&M-Lake	546042-53901	\$80.00
001	3095	11/15/18	VERTEX WATER FEATURES	I1858	FOUNTAIN REPAIRS	R&M-Lake	546042-53901	\$1,599.93
001	3103	11/28/18	VERTEX WATER FEATURES	I1875	FOUNTAIN REPAIRS	R&M-Lake	546042-53901	\$118.13
001	DD00364	10/11/18	ALBERT J SLACK	PAYROLL	October 11, 2018 Payroll Posting			\$184.70
001	DD00370	11/06/18	ALBERT J SLACK	PAYROLL	November 06, 2018 Payroll Posting			\$184.70
001	3065	10/11/18	DOLORES Y. PIETERS	PAYROLL	October 11, 2018 Payroll Posting			\$184.70
001	3082	11/06/18	DOLORES Y. PIETERS	PAYROLL	November 06, 2018 Payroll Posting			\$184.70
001	3066	10/11/18	GERALD E. FRAWLEY	PAYROLL	October 11, 2018 Payroll Posting			\$184.70
001	3083	11/06/18	GERALD E. FRAWLEY	PAYROLL	November 06, 2018 Payroll Posting			\$184.70
001	3064	10/11/18	JOHN J. MASTROMARINO	PAYROLL	October 11, 2018 Payroll Posting			\$184.70
001	3081	11/06/18	JOHN J. MASTROMARINO	PAYROLL	November 06, 2018 Payroll Posting			\$184.70
001	DD00365	10/11/18	MICHELLE INCANDELA	PAYROLL	October 11, 2018 Payroll Posting			\$184.70
001	DD00371	11/06/18	MICHELLE INCANDELA	PAYROLL	November 06, 2018 Payroll Posting			\$184.70
Fund Total								\$246,415.73

Total Checks Paid	\$246,415.73
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8C.

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

Motion: Assigning Fund Balance as of 9/30/18

The Board hereby assigns the FY 2018 Reserves as follows:

Operating Reserves	\$169,967
Reserves – Clubhouse	\$40,000
Reserves – Field	\$90,000
Reserves – Landscape	\$190,967
Reserves – Recreation Facilities	\$101,817
Reserves – Roadways	<u>\$350,049</u>
 Total Assigned Reserves	 <u><u>\$942,800</u></u>

Ninth Order of Business

9Ai.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, is made this ____day of January 2019, by and between **Brighton Lakes Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and whose mailing address is 313 Campus Street, Celebration, Florida 34747 (“District”) and **Gerry Frawley**, who is a resident of the District and whose mailing address is 2532 Chapala Drive, Kissimmee, Florida 34746 (the “Contractor”).

WITNESSETH:

WHEREAS, District desires to retain Contractor and Contractor agrees to be retained as an independent contractor to deliver the services called for in this Agreement;

Contractor hereby acknowledges that there are sufficient indicia to establish an independent contractor relationship based upon the behavioral control, financial control, and relationship of the parties as set forth in IRS Publication 1779 (Rev. 1-2012), a copy of which is attached hereto as Attachment A.

THEREFORE, in consideration and mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Contractor agrees to provide the services set forth on Exhibit A, attached hereto and incorporated herein by reference (the “Services”).
2. Contractor shall provide the Services set forth on Exhibit A beginning January 1, 2019 and until either party terminates this Agreement pursuant to paragraph 8 herein and the District agrees to pay Contractor \$200 per meeting of the Board of Supervisors of the District, at which Mr. Frawley’s attendance is expected, but not mandatory for purposes of receiving the foregoing compensation.
3. Contractor agrees to provide District with Contractor’s social security number or taxpayer identification number and to execute a tax identification number form, at or prior to the date for providing the services hereunder, as may be required by applicable government regulations.
4. This Agreement may be not assigned or subcontracted to any other party by Contractor without the prior written approval of District.
5. The Parties acknowledge and agree that Contractor is an independent contractor of District and that all indicia relating to an independent contractor relationship have been satisfied. The Parties further agree that each will put the other on notice if, at any time, one or both determine that the indicia of an independent contractor relationship no longer apply. Contractor is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner or of a joint venturer with District.

6. This Agreement supersedes and renders null and void any previous agreements, contracts, whether written or oral, between Contractor and District with respect to the subjects contained herein.

7. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

8. The Parties agree that either Party may terminate this Agreement with or without cause by providing written notice of termination to the other Party.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747; (407) 566-1935; Sandra.Demarco@Inframark.com

10. This Agreement shall become effective upon its execution. If any provision or any portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be governed and construed under the Laws of the State of Florida. The proper forum to enforce and/or litigate any provision of this agreement shall be in the courts of Osceola County, Florida.

11. This Agreement shall not be modified unless in writing, signed by both parties hereto.

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**BRIGHTON LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

Gerry Frawley

By: _____

Its: _____

Date: _____

Attachment A: IRS Publication 1779 (Rev. 3-2012)
Exhibit A: Scope of Services

EXHIBIT A

The Contractor shall work for the benefit of the District and shall be responsible for performing such duties related to administration of the District's various maintenance contracts (i.e. landscape and irrigation maintenance, aquatic maintenance, pool maintenance, etc.) and monitoring of all District-owned facilities and services rendered by third parties as it relates to those facilities (i.e. security, gates, etc.) as directed by the Board of Supervisors of the District. Specifically, the Administrator's duties shall include, but not be limited to:

- 1) reviewing all maintenance performance and field conditions and alerting the District Manager as issues are noted and coordinating resolution of the same with the respective vendor;

2) [insert additional duties]

In the performance of the foregoing duties, Contractor has express authorization from the Board to authorize proper and reasonable expenditures not covered by existing District agreements and without prior Board approval for routine maintenance and operation for any budgeted line item without prior board approval in the amount of [redacted] Dollars (\$[redacted]) or less. All such expenditures shall be recorded in the normal course of business and included in the financials and check register of the District for subsequent Board approval or ratification.

[insert additional limitation, if any, dictated by the Board]



IRS Tax Publications

If you are not sure whether you are an employee or an independent contractor, get Form SS-8, Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding. Publication 15-A, Employer's Supplemental Tax Guide, provides additional information on independent contractor status.

IRS Electronic Services

You can download and print IRS publications, forms, and other tax information materials on the Internet at www.irs.gov. You can also call the IRS at 1-800-829-3676 (1-800-TAX-FORM) to order free tax publications and forms.

Publication 1796, 2007 IRS Tax Products CD (Final Release), containing current and prior year tax publications and forms, can be purchased from the National Technical Information Service (NTIS). You can order Publication 1796 toll-free by calling 1-877-233-6767 or via the Internet at www.irs.gov/cdorders.

Call 1-800-829-4933, the Business and Speciality Tax Line, if you have questions related to employment tax issues.



**INDEPENDENT
CONTRACTOR**

OR

EMPLOYEE



Independent Contractor *or* Employee

Which are you?

For federal tax purposes, this is an important distinction. Worker classification affects how you pay your federal income tax, social security and Medicare taxes, and how you file your tax return. Classification affects your eligibility for social security and Medicare benefits, employer provided benefits and your tax responsibilities. If you aren't sure of your work status, you should find out now. This brochure can help you.

The courts have considered many facts in deciding whether a worker is an independent contractor or an employee. These relevant facts fall into three main categories: behavioral control; financial control; and relationship of the parties. In each case, it is very important to consider all the facts – no single fact provides the answer. Carefully review the following definitions.

Behavioral Control

These facts show whether there is a right to direct or control how the worker does the work. A worker is an employee when the business has the right to direct and control the worker. The business does not have to actually direct or control the way the work is done – as long as the employer has the right to direct and control the work. For example:

Instructions – if you receive extensive instructions on how work is to be done, this suggests that you are an employee. Instructions can cover a wide range of topics, for example:

- how, when, or where to do the work
- what tools or equipment to use
- what assistants to hire to help with the work
- where to purchase supplies and services

If you receive less extensive instructions about what should be done, but not how it should be done, you may be an independent contractor. For instance, instructions about time and place may be less important than directions on how the work is performed.

Training – if the business provides you with training about required procedures and methods, this indicates that the business wants the work done in a certain way, and this suggests that you may be an employee.

Financial Control

These facts show whether there is a right to direct or control the business part of the work. For example:

Significant Investment – if you have a significant investment in your work, you may be an independent contractor. While there is no precise dollar test, the investment must have substance. However, a significant investment is not necessary to be an independent contractor.

Expenses – if you are not reimbursed for some or all business expenses, then you may be an independent contractor, especially if your unreimbursed business expenses are high.

Opportunity for Profit or Loss – if you can realize a profit or incur a loss, this suggests that you are in business for yourself and that you may be an independent contractor.

Relationship of the Parties

These are facts that illustrate how the business and the worker perceive their relationship. For example:

Employee Benefits – if you receive benefits, such as insurance, pension, or paid leave, this is an indication that you may be an employee. If you do not receive benefits, however, you could be either an employee or an independent contractor.

Written Contracts – a written contract may show what both you and the business intend. This may be very significant if it is difficult, if not impossible, to determine status based on other facts.

When You Are an Employee...

- Your employer must withhold income tax and your portion of social security and Medicare taxes. Also, your employer is responsible for paying social security, Medicare, and unemployment (FUTA) taxes on your wages. Your employer must give you a Form W-2, Wage and Tax Statement, showing the amount of taxes withheld from your pay.
- You may deduct unreimbursed employee business expenses on Schedule A of your income tax return, but only if you itemize deductions and they total more than two percent of your adjusted gross income.

When You Are an Independent Contractor...

- The business may be required to give you Form 1099-MISC, Miscellaneous Income, to report what it has paid to you.
- You are responsible for paying your own income tax and self-employment tax (Self-Employment Contributions Act – SECA). The business does not withhold taxes from your pay. You may need to make estimated tax payments during the year to cover your tax liabilities.
- You may deduct business expenses on Schedule C of your income tax return.



9Bi

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT
FIELD MANAGEMENT
UPDATE**

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

FIELD MAINTENANCE HIGHLIGHT REPORT

DECEMBER 2018

COMPLETED ITEMS:

- Meet with contractors on a monthly basis and performed a drive through
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Returned phone calls
- Solved resident inquires made by phone and email
- Respond to emails and communications as needed
- Reported gate issues/problems to Envera
- Removed debris from lake at Star Grass Circle
- Installed Christmas lights
- Cut and removed dead tree behind clubhouse
- Repaired basketball court fence
- Obtained proposals for Pool Resurfacing
- Repaired drainage issue at exercise station
- Covered holes throughout the community
- Repaired issue with Christmas lights
- Picked up trash in all ponds

ATTACHED:

- Landscape & Community Review
- Work Orders Report
- Magnosec
- Sitex
- Churchills
- Brightview
- Envera

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT WORK ORDER UPDATE

Field Management Update			Field Manager's Comment
Date Initiated	Description		
11/1/2018	Community Review		Freddy Blanco (2.5 hours)
11/2/2018	Cut dead tree behind clubhouse, removal and disposal		Jorge Baez and Daniel De Jesus (4 hours)
11/5/2018	Installation of Christmas Lights		Franklin Hall and Alan Desroisiers (6.5 hours)
11//28/18	Replaced fixture at Clubhouse		Todd Kendall (1.5 hours)
11/28/2018	Monitor the installation of the AC		Freddy Blanco (1.5 hours)
11/28/2018	Replaced fixtured at bridge that shines on plaque		Todd Kendall (1.5 hours)
Since Last Meeting	Prepared and continuous work with RFP for Landscaping Services		Ariel Medina (25 hour)
Since Last Meeting	Work on RFP, tour of community with RFP Proposers for Landscape services		Russ Simmons (25 hours)
11/29/2018	Removed a traffic sign and reinstall it, removal of 2 pine dead trees from the blvd near to the guardhouse, removal sporting equipment and tires from Patrician Circle on CDD property.		Abiomar Gonzales and Jose Guerrero (5 hours)
11/29/2018	Landscape Review		Freddy Blanco (2 hours)
12/4/2018	Repaired basketball court fence		Jose Guerrero (2 hours)
12/11/2018	Fix broken sprinkler by irrigation station, fill area with dirt, installed new sod in exercise station		Jorge Baez and Jose Guerrero (8 hours)
12/11/2018	Clenaing all lakes throughout the community		Abiomar Gonzalez (8 hours)
12/12/2018	Fix box by the gates and completed installation of sod to cover hole in exercise station		Jorge Baez and Jose Guerrero (4 hour)
12/12/2018	Complete cleaning lakes within the community		Abiomar Gonzalez (4 hours)
12/14/2018	Covered/filled few holes avournd the neighborhood on Sweetspire Circle		Jorge Baez and Eddie Aviles (4 hours)
12/17/2018	Cut asphalt to assessed broken pipe and made repairs		Jose Guerrero and Abiomar Gonzalez (3 hours)
12/18/2018	Poured asphalt near the exercise station and repaired the drain box.		Jorge Baez and Jose Guerrero (6 hours)

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & COMMUNITY REVIEW

Brighton Lakes Landscape Review Report

Issue	Location	Date of Drive- thru	Status	Field Manager Comments	Plan of Action
Plants	Near the bridge and Two dead Viburnum at the security guard house	12/12/2018	Pending		Will assign to Blade Runners
Dead Trees	Pine tree (4) near to the bridge and security guard house	12/12/2018	Pending		Inframark will complete address this.
Installation of sod	Sod Proposal across the Recreation center at Brighton lakes Blvd.	12/12/2018	Pending	Lack of maintenance on irrigation	Inframark asked Brighview to complete this within a week, otherwise will have Bladerunner complete the work and deduct from Brighview last invoice.
Installation of sod	Sod Proposal Brighton lakes Blvd. between Huron ct. and Maracaibo dr.	12/12/2018	Pending	Lack of maintenance on irrigation	Inframark asked Brighview to complete this within a week, otherwise will have Bladerunner complete the work and deduct from Brighview last invoice.
Dead viburnums	Rec. Center near to the tennis court	12/12/2018	Pending	Lack of maintenance on irrigation	Inframark asked Brighview to complete this within a week, otherwise will have Bladerunner complete the work and deduct from Brighview last invoice.
Dead Ligustrums	Rec Center near to the black fence	12/12/2018	Pending	Lack of maintenance on irrigation	Inframark asked Brighview to complete this within a week, otherwise will have Bladerunner complete the work and deduct from Brighview last invoice.
Dead Oleander	Rec Center near to the black fence behind the pool	12/12/2018	Not Completed		Will assign to Blade Runners
Oleander need to be replace	Huron Circle. Corner	12/12/2018	Pending		Will assign to Blade Runners
Viburnum wall	Between Recreation center and Sweetaspire.	12/12/2018	Not Completed	To be completed by last week of Dec.	SCHEDULED FOR 12/26
Playground Detail (weed control)	Volta Circle	12/12/2018	Not Completed	To be completed by last week of Dec.	SCHEDULED FOR 12/26
Beds detail	Pleasant hill	12/12/2018	Not Completed	the las review we talk about it and still is not completed please addressing ASAP.	SCHEDULED FOR 12/26
Beds detail	At Kariba court	12/12/2018	Not Completed	Several sections are full of weed please addressing ASAP. Brighview was notified during last review but still not completed.	SCHEDULED FOR 12/26
Beds detail(Jasmin and viburnum)	At security Guard house and rec. center	12/12/2018	Not Completed	Please provide schedule for trimming . Shedule has not been provided.	SCHEDULED FOR 12/26

Brighton Lakes Landscape Review Report

Issue	Location	Date of Drive-thru	Status	Field Manager Comments
A hole needs to be filled and sod it.	At Brighton Lakes Blvd. Left side(front the lake) between Recreation center and Sevan way.	11/28/2018	completed	Please provide date of when work was completed.
Dead viburnums	At the median just before the security guard house	11/28/2018	completed	Please provide date of when fertilizer was completed.
Dead Tree	Near the bridge and Two dead Viburnum at the security guard house	11/28/2018	Pending	Supervisor Shannon provided proposal and Scheduled for this is determinated upon approval
Dead Trees	Pine tree (4) near to the bridge and security guard house	11/28/2018	Pending	Supervisor Shannon provided proposal and Scheduled for this is determinated upon approval
Installation of sod	Sod Proposal across the Recreation center at Brighton lakes Blvd.	11/28/2018	Pending	Schedule for this is determinated upon approval
Installation of sod	Sod Proposal Brighton lakes Blvd. between Huron ct. and Maracaibo dr.	11/28/2018	Pending	Schedule for this is determinated upon approval
Bed Detail	Patrician Circle next to the Lowes fence (behind the houses)	11/28/2018	completed	Please provide date of when work was completed.
Dead viburnums	Viburnums Entrance to Kariba on corner and Volta Cir.	11/28/2018	Not Completed	Schedule for this is determinated upon approval
Mowing beds	Mowing Behind Beds at Kariba. Ct.	11/28/2018	Ongoing	Completed according to the schedule
Dead viburnums	Rec. Center near to the tennis court	11/28/2018	Pending	Schedule for this is determinated upon approval
Dead Ligustrums	Rec Center near to the black fence	11/28/2018	Pending	Schedule for this is determinated upon approval

Detail(Front monuments Beds)	At Monuments front entrance	11/28/2018	Ongoing	Scheduled biweekly with the detailing 60% completed
Dead Oleander	Rec Center near to the black fence behind the pool	11/28/2018	Not Completed	Schedule for this is determinated upon approval
Exercise station (Need	At Brighton Lakes (Blvd)	11/28/2018	completed	
Playground Detail(weed control)	At Chapala Dr.	11/28/2018	completed	
Oleander need to be replace	Huron Circle. Corner	11/28/2018	Pending	Proposal needs to be approved.
Viburnum wall	Between entrance and Security guard house	11/28/2018	completed	Completed according to the schedule
Viburnum wall	Between Recreation center and Sweetspire.	11/28/2018	Not Completed	Please provide schedule.
Playground Detail (weed control)	Volta Circle	11/28/2018	Not Completed	Need to be sprayed with weed killer control
Beds detail	Pleasant hill	11/28/2018	Not Completed	the las review we talk about it and still is not completed please addressing ASAP.
Beds detail	At Kariba court	11/28/2018	Not Completed	several section is full of weed please addressing ASAP.
Beds detail(Jasmin and viburnum)	At security Guard house and rec. center	11/28/2018	Not Completed	Please provide schedule for trimming .

BRIGHTON LAKES RECREATION CENTER			
Monthly Report For		Date: 11/1/12	
Manager Name	Clubhouse Attendant Name:	Completed	Completed
OFFICE	MEETING ROOM / KITCHEN		
Daily Punch List completed?	Clean windows and window sills	✓	✓
Check all cameras	Remove spider webs and dead bugs from walls and windows as needed	out solved	✓
Remove garbage, keep room neat	Sweep and mop floor	✓	✓
EXERCISE ROOM	Kitchen must be kept clean at all times		✓
Disinfect and clean all equipment	Keep refrigerator clean at all times.	✓	✓
Refill hand sanitizers and hand towels	Check A/C Unit/Heat, check if settings are correct	✓	✓
Remove all garbage	OTHER TASKS:	✓	
Clean kids corner	Check all lights	✓	✓
Dust and clean windows	Check door locks	✓	✓
Check air fresheners	Inspect playground and remove trash	✓	✓
Check A/C Unit/Heat for settings.	Clean and remove dead bugs from entrance walls	✓	✓
Dust and vacuum	Remove trash around the recreation center including basketball court, tennis court and parking lot.	✓	✓
BATHROOMS	If vehicles still in the parking lot at close of the day, place a no overnight parking warning on windshield of vehicle.	✓	
Clean toilet bowls and sinks		✓	
Sweep and mop floors		✓	
Clean mirrors and remove garbage	Basketball and Tennis Courts	✓	✓
Refill toilet paper and hand towels	Remove garbage from all areas	✓	✓
Refill hand sanitizer dispensers	Clean tables and chairs as needed	✓	✓
Remove spider webs and clean finger prints	Inspect lighting at tennis court	✓	✓
Check air fresheners	Inspect lighting at basketball court	✓	✓
	Maintain area clean at all times		50% complete
POOL	Remove weeds as needed		
Remove garbage from all areas		✓	
Clean tables and chairs as needed		✓	
	REMINDER:		
Clean pool and perform pool water test	** Sunday & Wednesday night please leave garbage out.**		
Inspect tennis and basketball courts	** Monday & Thursday as soon as you start your shift bring the garbage can inside.**	✓	
Check pool timers and lights		✓	
Remove weeds as needed	** BBQ only allowed in grassy area between building and tennis courts.**	✓	
Maintain area clean at all times		✓	

COMMENTS:

Monthly Lake Inspection
Brighton Lakes CDD

Field Manager's Name:

Freddy Blano

Date:

11/01/18

Lake 1	Completed	Comments
Shoreline Grass and Blush control	✓	WATER LEVEL LOW.
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		

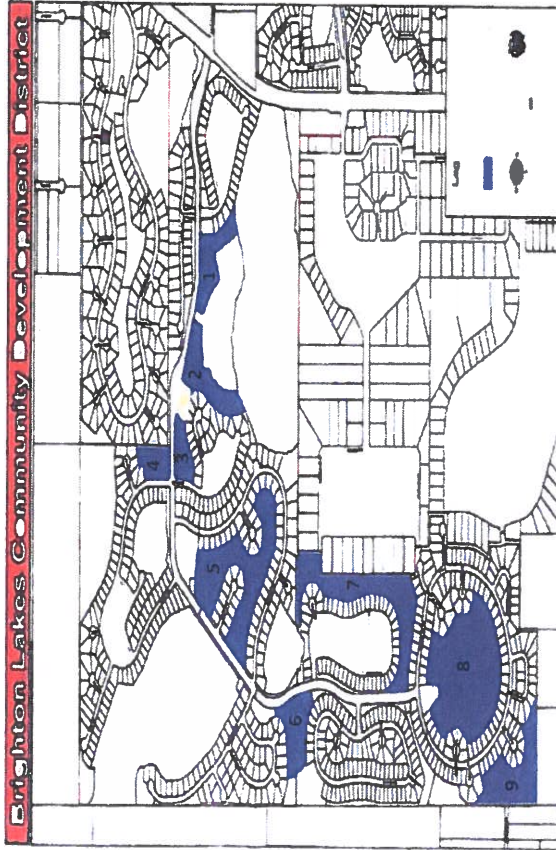
Lake 2	Completed	Comments
Shoreline Grass and Blush control	✓	WATER LEVEL LOW
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		

Lake 3	Completed	Comments
Shoreline Grass and Blush control	✓	
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		

Lake 4	Completed	Comments
Shoreline Grass and Blush control	✓	
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		

Lake 5	Completed	Comments
Shoreline Grass and Blush control	✓	TRASH BEHIND REC CENTER THE ATTENDANT WILL PICK UP GARBAGE
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		

Lake 6	Completed	Comments
Shoreline Grass and Blush control	✓	
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		



Lake 7	Completed	Comments
Shoreline Grass and Blush control	✓	
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		

Lake 8	Completed	Comments
Shoreline Grass and Blush control	✓	
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		

Lake 9	Completed	Comments
Shoreline Grass and Blush control	✓	
Algae Treatment	✓	
Trash Around Pond	✓	
Water Level	✓	
Signs		

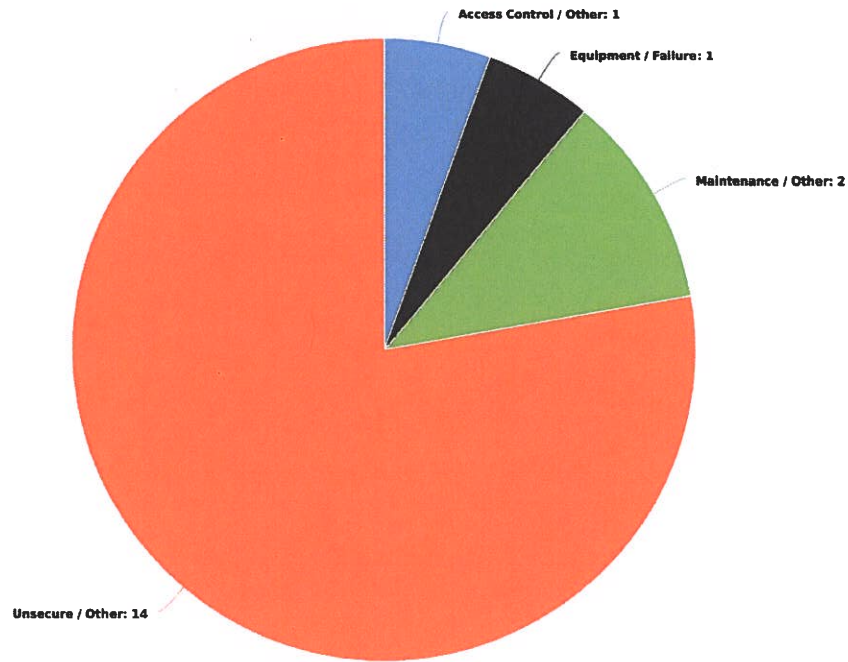
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT MAGNOSEC REPORT

Brighton Lakes CDD Recreation Center/Sev

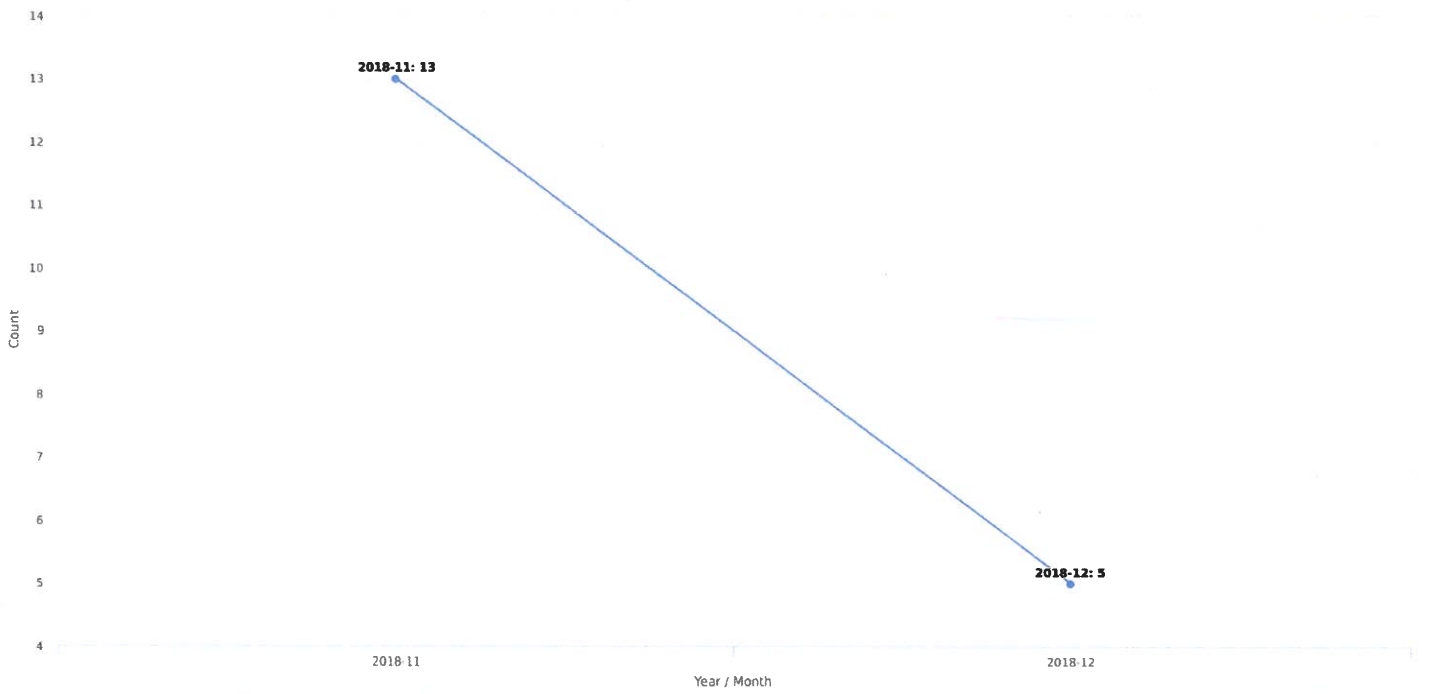
11/01/2018 - 12/18/2018



Incident Category



Year / Month



Incident Category vs Year / Month

11/01/2018 - 12/18/2018



Incident Category	2018-11	2018-12	Total
Access Control / Other	1		1
Equipment / Failure	1		1
Maintenance / Other	1	1	2
Unsecure / Other	10	4	14
Total	13	5	18

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT
CHURCHILLS**



FACILITY REPORT

Brighton Lakes – Main & Wading Pool

Service Month **To December 14th 2018**

Service Frequency **3 x Weekly**

MAIN POOL:

There were no maintenance or operational issues other than as detailed below.

WADING POOL:

There were no maintenance or operational issues.

Recurring Issues:

Further to our previous reports on the main pool surface condition the State inspector closed the main pool.

In consultation with Inframark it was decided to close both pools and scale back services to two visits per week to avoid the pools being affected by algae.

The State will want to know what action the HOA is taking to remedy the issue ASAP.

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT SITEX REPORT

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

OPERATIONS & MAINTENANCE HIGHLIGHT

SITEX AQUATICS MANAGEMENT REPORT

November 2018

All ponds were treated for shoreline vegetation as needed with a custom grass mix targeted for specific species present.

POND1-Hydrilla & Algae spot treated

POND2- Hydrilla & Algae spot treated

POND3- Hydrilla & Algae spot treated

POND4-Algae spot treated

POND5- Hydrilla & Algae spot treated

POND6- Hydrilla & Algae spot treated

POND7- Hydrilla & Algae spot treated

POND8- Hydrilla & Algae spot treated

POND9- Hydrilla & Algae spot treated

ADDITIONAL NOTES:

Finally, some cooler weather is her & cooler water temps. We had some hydrilla pop up various spots on the lakes. It all has been treated & should be a while before it starts to come back. The cooler water temp should slow the growth of all vegetation & Algae. Please don't hesitate to reach to myself or my staff should you need anything.

Regards

Joe Craig

President

Sitex Aquatics llc.

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT
BRIGHTVIEW**

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICTS

OPERATIONS & MAINTENANCE HIGHLIGHT

GIRARD ENVIRONMENTAL SERVICES COMPANY SUMMARY

November – December 2018

4.1 TURF

4.1.1 Mowing –Mowing will be performed on a bi-weekly basis starting the third week of October month through March and on a weekly basis April – September on common grounds, lakes and easements. Week's service was performed: 11/02, 11/16, 11/30, 12/14 & 12/28

4.1.2 Edging (same as above, see 4.1.1)

4.1.3 Trimming (same as above, see 4.1.1)

4.1.4 Weed, Disease Control and Insect Control

a) St. Augustine / Bahia – An application of weed control was completed in November, next application is scheduled for February.

Note: All application rates will be adjusted to cover the temperatures for this time of year. Contractor is careful to make sure application rates follow MSDS sheets to their highest standard when product is applied.

4.1.5 Fertilization (Granular application)

a) A custom blended granular fertilizer was applied to the St. Augustine on turf and planting beds was completed November, next application is scheduled for February.

A granular fertilizer with slow release sulfur coating will be used due to the continued drought conditions

Application rates continue with a potassium based fertilizer, high Iron, and an insecticide component to provide supplemental control of chinch bugs and cutworm activity in the turf.

4.1.6 Pest Control

a) A Pest control application for Chinch Bug and Sod Web Worm was completed in November. Use of a granular based insecticide applied in all turf areas will ensure a continued control. Turf areas are to be monitored on a weekly basis. As always, we are continuing to monitor turf conditions and adjust irrigation as needed. The next full application is scheduled for November.

b) Bahia – Pest Control follows as listed above. Monitoring and follow-up applications are the norm to provide timely follow-up of control in these areas as needed.

c) Fire ant control is continuing. We continue to have all GES employees work together to monitor and treat for fire ants on property.

4.2 Shrub / Ground Cover Care

4.2.1 Pruning

a) Crews are very careful to maintain shrubbery pruning as per the scope of services including main entrance, guard shack and club house. All hedges are maintained and sheered lightly and all debris accumulated remove away from property.

4.2.2 Weeding

a) Our crew will continue to perform the task of maintaining beds and mulched areas by hand pulling or use of chemical herbicide as needed. All weeding is in conjunction with the crew's detail rotation. As is the same as all debris, we accumulate and dispose of all collected weeds in designated dump sites away from property.

4.2.3 Fertilization

a) All fertilization of shrubs and ground covers, along with all perennial shrubs and flowering plants was completed August 24th, next application is scheduled for February.

b) As always, we are careful to maintain and ensure that all fertilizer discharged is kept out of lakes and ponds throughout the property.

4.2.4 Pest and disease Control

a) Ornamental Pest and disease control was completed November, next application is scheduled for February..

4.2.5 Mulching

a) Pine Bark installation was completed the first week of April. Quantity installed was 425 cubic yards, this was an increase of 75 cubic yards above the contracted amount of 350 cubic yards

CONTRACTOR'S NOTES

Girard Environmental Services continues to work with one goal in mind. That goal is a necessary one that we strive for on a daily basis. In a nutshell, it is satisfaction. We want to make sure we are satisfying the greater needs of our client and the people of Brighton Lakes on a daily basis. We continue to work with our on-site staff and other branch locations for advice and proper protocol to continue to offer the service you expect of us. All of our staff have and continue to work harder to meet that need and excel on a daily basis. It is our honor to continue to service this property in a manner acceptable today and in the future, with the goal continuing to build upon satisfaction on a daily basis.

Turf Fertilization, was completed November, next application is scheduled for February..

Turf Pest Control, was completed November, next application is scheduled for February.

Shrub and Groundcover fertilization was completed August, next application is scheduled for February..

Shrub and Groundcover Pest & Disease control was completed November, next application is scheduled for February.

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT ENVERA REPORT

Envera Report

Agenda Page 273

Customer Name	WO #	Service Type	Requested On	Serviced On	Conditions	Resolution
Brighton Lakes CDD - Volta (Entr. #3)	92	Warranty Repair	11/15/2018	11/19/2018	Return to mount boom arm	Reinstalled 20' exit BA. Repaired wire for the open loop damaged during excavation.
Brighton Lakes CDD - Volta (Entr. #3)	55760	Warranty Repair	10/29/2018	11/15/2018	Return to re-install BA operator tower on new pad.	Julian 11/15 - Stripped the form of the concrete pad - Cleaned up area - Still needs a day to dry, pad still to moist Parts: NA Time: 30min
Brighton Lakes CDD - Volta (Entr. #3)	55759	Warranty Repair	10/29/2018	11/14/2018	Dismount BA operator, remove old pad and pour new pad.	Roger/Julian 11/14 Tuesday: • Demo existing BA pad and excavate for new pad. • Installed new conduit for the control wires from the HE to the BA tower as none existed due to this being a takeover. Install drilled through the existing pad and installed DB cabling from the HE to the BA control tower as not to disturb the existing pad, again this was a takeover. • Formed up for the new pad pour. Site time: 7 hrs.x2 Wednesday: • Drilled into the existing curb and installed rebar and epoxy for added stability of the pad. • Prepped and poured new 24x24x24 pad. Site time: 7 hrs.x2 Total parts time for two days: 3 hrs. Material: 28 bags ready mix. Misc. lumber/screws/rebar/epoxy.
Brighton Lakes CDD - Main Ent.	56051	Warranty Repair	11/8/2018	11/9/2018	Visitor tag needs to be focused and aligned to capture tags	Julian 11/9 Aimed and focused visi tag
Brighton Lakes CDD - Kariba (Entr. #2)	55917	Warranty Repair	11/5/2018	11/5/2018	The DVR is offline. Power cycle to the dvr from the iboot bar had no effect. DVR will not ping locally from the router.	Roger 11/5 • Ant invasion. Sprayed down the Hoffman and cleaned out the network ports for the IFT and the SW. • Tested with Bob at SS. Parts: None Site time: 20 Min.

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Main Pool Resurfacing Proposals

Company Name	Scope of Work	Warranty	Timeframe	Cost
Spies	Drain pool, chip off loose and laminated material up to 400 sq.ft (see note on proposal) Diamond saw cut and bevel existing finish, chip and remove needed surface from gutter, pressure wash entire pool surface, acid wash, tile over existing waterline tile, install new contrasting skid resistant step tile on steps, tile over existing breakline, apply SGM , replace main drain frames with VGBA grades, Resurface pool with diamond brite exposed quartz finish (cool blue), move all waste from job, refill pool balance the water chemistry Star up system	Limited 5 yr manufacturer warranty on pool finish only, all other materials and labor have 1 year warranty	Entire project will take 3 weeks.	\$44,452 (\$50,227)
The Pool Specialist	Pool will be drained, bonding agent is applied, removed and tiling , plastering,	5 to 10 year manufacturer warranties for material failure. Labor is warranted for 30 days.	30 days from start to finish	\$37,950 (\$45,107)
The Pool Reapir, LLC	Drain/Prep - surface removal and bond coat. Surface application, Tile application with cap tiles and ste tiles, after care one per day for 7 days	1 year labor and 10 year manufactures warranto on surface	21 days from start to finish	\$ 65,478.00
Churchills	Drain pool, clean treat pressure wash, rough up existing gutter and install of new low slip, apply blue quarts diamond brite to pool (Miami Blue), renew gutter drains, replace main drain suction cover, completion of plasterin refill pool and apply essential chemicals	Manufacturers warranty of 5 years and a 30 day labor warrantny	30 days from start to finish	\$75,125.00

Pool & Spa Resurfacing Proposals

Company Name	Scope of Work	Warranty	Timeframe	Cost
Spies	Same procedure as the main pool	Limited 5 yr manufacturer warranty on pool finish only, all other materials and labor have 1 year warranty	Entire project will take 3 weeks.	\$ 4,525.00
The Pool Specialist	Remove existing tiles and the tile bed is prepared, install water line, gutter line and step cap tiles and depth markers with thin-set mortar followed by grouting., prepped, bonding and plaster	5 to 10 year manufacturers warranties for material failure. Labor is warranted for 30 days.	30 days from start to finish	\$ 5,157.00



ESTIMATE & SERVICES AGREEMENT

The Pool Specialist
 1211 E Donegan Ave
 Kissimmee, Florida 34744
 United States

4074328664
 www.thepoolspecialist.com

BILL TO
Brighton Lakes
 Ariel Medina
 4250 Brighton Lakes
 Kissimmee, Florida 34746
 United States

 407 566 4122
 ariel.medina@inframark.com

Estimate Number: 762

Estimate Date: December 6, 2018

Expires On: January 6, 2019

Grand Total (USD): \$45,107.00

Product	Quantity	Price	Amount
Commercial pool resurfacing Finish: Miami Blue	1	\$37,950.00	\$37,950.00

10 year warranty against material failure and defects.

Gutter perimeter: 281

Pool Width x Length: 80 x 65

Pool Surface Area: 5200

Total Interior Square Feet: 6324

Scope of Resurfacing Prep & Plaster Work:

- Pool/spa is drained/ Hydrostatic plug is pulled.
- Bonding agent is applied.
- If re-tiling the tiles are removed and tiling we start soon after.
- Once all the prep, tiling and any other necessary work has been completed the pool/spa is scheduled for plastering.
- The pool/spa plastering material is hand-troweled to a smooth finish followed by exposure process and water filling.

Packaged Total: \$37,950.00




THE SPECIALIST IN ALL POOL & SPA SERVICES
 SERVICE • RENOVATIONS • HEATERS • AND MORE
 FLORIDA STATE CONTRACTOR LICENSE # CPC1496876
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ESTIMATE & SERVICES AGREEMENT

The Pool Specialist
 1211 E Donegan Ave
 Kissimmee, Florida 34744
 United States

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Product	Quantity	Price	Amount
Commercial Pool & Spa Re-tiling Pool total linear feet of tiles: 272	1	\$5,157.00	\$5,157.00

Pool steps non-skid cap tiles total: 544 = 272 LNFT.

(We will keep existing step cap tiles and attempt to reuse them during the resurfacing process. If we are unable we will let you know and price it out at that point.)

Tile model: 2x6 anti-skip cap tiles

Non-skid cap tile color: Black

Grout color: White

Scope of re-tiling work: Existing tiles are removed and the tile bed is prepared, we then install the waterline, gutter-line and step cap tiles and depth markers with thin-set mortar followed by grouting.

Once the tiling work is complete the pool/spa is prepped, bonding agent is applied and scheduled for plaster.

Packaged Total for Tiling: \$5157.00

Additional Prep - Surface Chip-out The pool surface and gutter may require partial or total demolition. We will only be able to determine this once the work has started and if the additional demolition work is necessary we will inform you and price it out at that point.	1	\$0.00	\$0.00
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Per our contract we cover up to 25% of surface demolition.



ESTIMATE & SERVICES AGREEMENT

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Kissimmee, Florida 34744
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Product	Quantity	Price	Amount
Additional Work/Recommendation	1	\$2,000.00	\$2,000.00
Replacement of the floor return fittings with the slotted upwards flow type.			
Qty: 50 x \$40.00 each			
Packaged: \$2000.00			
Total:			\$45,107.00
Grand Total (USD):			\$45,107.00

Notes

Florida State Pool/Spa Contractor License #: CPC 1458876

Once estimate and services agreement is signed and approved by customer any changes and additional preparation required will subject to additional charges.

Payment Schedules:

We require 50% of the entire job balance prior to starting as a down-payment.

Followed by a progress payment of 25% once the prep, tiling and any necessary work required prior resurfacing is complete.

The remaining 25% is due as soon as the swimming pool/spa has been completely filled and started-up.

Payments made out to: The Pool Specialist

_____I have read the entire contents of this estimate and services agreement and agree to them. I have also read and agree to all terms and conditions.

Date:_____

Print name:_____

Customer Signature:_____

Terms and Conditions:



ESTIMATE & SERVICES AGREEMENT

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www.thepoolspecialist.com

Notes

This agreement shall constitute a binding contract in accordance with the terms on the first page and the following conditions. The laws of the state of Florida shall govern any dispute with respect to this contract, its terms, conditions, and enforcement. The Pool Specialist of Florida, Inc. is not responsible for color variations due to dye lots or production run. Color may vary due to availability of raw materials, efflorescence, and other factors beyond the control of The Pool Specialist of Florida, Inc. Although the color pigments in concrete pavers have excellent durability and whether, ability depending on specific weather conditions, during the first year or two after installation efflorescence may form on the service of concrete pavers. Efflorescence is for the most part caused by the free calcium hydroxide within the pavers which then reacts with the carbon dioxide within the atmosphere to form a white calcium deposit, which is referred to as efflorescence. With further exposure, this in turn will be changed to a highly soluble calcium hydrogen, which will be washed away with rain.

On default by purchase of any of the provisions of the agreement, The Pool Specialist of Florida, Inc. shall have the option of refusing to perform under this and any other existing agreement between the parties that The Pool Specialist of Florida, Inc. may elect and The Pool Specialist of Florida, Inc. may also rescind any agreement between the parties and hold purchaser liable for all damages and losses occasioned thereby; or reselling, at public or private sale, undelivered goods foregoing options at its sole discretion. The Pool Specialist of Florida, Inc. shall not be liable to purchaser for any profit on any release, but purchaser shall remain liable to the seller for the difference between (1) the agreement price of the goods plus all the expenses of storage and resale, (2) the resale price of good, and (3) any preparatory site work performed on the job site. **DEPOSITS ARE NON_REFUNDABLE.**

All material will be property of The Pool Specialist of Florida, Inc. until final payment has been received, and shall be subject to the Florida Mechanics Liens Law and the Uniform Commercial Code. Purchaser hereby grants Seller security interest in all materials used on the job site under the Uniform Commercial Code and shall have the right to remove them if full payment has not been received.

If invoice is not paid when due, interest will accrue at the rate of 1.5% per month (18% per annum). If after due dates, the account is placed in the hands of an attorney or collection agency for collection of all or part of the amount of invoice or invoices, the purchaser shall be liable for all costs of collection, including reasonable attorney's fees, whether or not said matter is brought to trial, and for all trial proceedings including levy, execution garnishment or any appeal.

Customer Responsibilities:

The customer warrants that he owns the land upon which the materials are to be installed, or that he/she has full authority from the owner there of or all co-owners to enter in to this contract and the owner will indemnify and hold harmless the Seller in all matters arising on this account.

The customer agrees to supply the contractor with current and valid survey of customer/purchaser property. Further, the Customer agrees to verify the construction location dimensions and elevation after it is set by contractor's personnel, and accepts full responsibility for the same. Minor variations in dimensions or elevations shall not affect the validity of this contract, nor the customer's responsibility under it.

Unless otherwise stated herein, site preparation including removal or protections of trees, shrubs or other vegetation, removal of any underground sprinklers, pipeline, septic tanks or any other improvement affected by this construction shall be done by the customer.

Customer agrees that no claims may be filed under the warranty unless and until the indebtedness to the contractor has been paid in full.



ESTIMATE & SERVICES AGREEMENT

The Pool Specialist
1211 E Donegan Ave
Kissimmee, Florida 34744
United States

4074328664
www.thepoolspecialist.com

Notes

The customer shall grant the Seller ample access area for the equipment, personnel and materials delivered to the site, and shall furnished adequate water and electric power and shall grant the right to store material and debris during the course of the construction. The customer assumes full responsibility for the clearance of or damage to anything in the area of access whether it is on the customer's property or that of a neighbor. The Seller is specifically held free of responsibility of damage to landscaping sod, sidewalks, septic tanks, sewer lines, water lines, or other items above or below ground in the area of access and or construction.

It is agreed that the Seller shall be permitted to perform his work without interruptions and delays or any acts of negligence caused by the customer or the customers representatives.

Personal Property. The customer agrees that all equipment and materials placed on this property for use in construction will remain the personal property of the seller until the sums due to the seller under his contract have been paid in full. Seller has the right to remove pavers, materials and installed equipment if full payments have not been satisfied after ADEMAND LETTER HAS BEEN MADE.

If a dispute arises out of this contract and if the dispute cannot be settled through negotiations, both The Pool Specialist of Florida, Inc. and the customer agrees first to try in good faith to settle the dispute by mediation before resorting to litigation or other form of dispute resolution procedure, the parties agree that the fees for the mediation will be borne equally by the parties.

Start-up/Fire-up – 30 Day Maintenance Requirements:

The pool/spa finish will start to hydrate immediately after application with the majority of hydration taking place within the first 30 days. This critical time period is when a finish is most susceptible to staining, scaling and discoloration. Proper start-up procedures including timely brushing and constant monitoring and adjusting of the pool/spa water is mandatory. It is safe to swim but there are strict product maintenance requirements which must be followed to prevent damage to your new finish. While bringing out the beauty of the exposed aggregates. All products manufactured are required to be brushed vigorously every day or two. To remove finish hydration which naturally occurs in the curing period. Brushing the hydration changes the PH of the water therefore test & adjust the PH with muriatic acid every time you brush. Don't use a wheeled vacuum cleaner for the first 30 days to prevent wheel marks in the new finish.

Warranty Overview:

CL Industries, Florida Stucco, Sgm Diamond Brite and River Rok, Premix Marbelite and Pebble Tec finishes are warrantied for five to ten (5-10) years from the manufacturer for material failure. See manufacturer's warranties for up to date details. The Pool Specialist of Florida, Inc. issues manufacture warranties for material failure for five to ten (5-10) years from the date of application on all resurfacing jobs for residential pools/spas and five 5 years for commercial pools/spas. Shade variations are inherent with all pool/spa finishes and are not warrantied by either the product manufacturer or The Pool Specialist of Florida, Inc. All material/equipment warranties are through respective manufacturers. Manufacturer warranties may be for product labor and materials. Labor charges resulting from manufacturer warrantied repairs are warrantied for thirty (30) days. All warranties exclude damages due to fire, hurricanes, flood or other acts of nature or any physical abuse.

Standard Payment Terms:



ESTIMATE & SERVICES AGREEMENT

The Pool Specialist
1211 E Donegan Ave
Kissimmee, Florida 34744
United States

4074328664
www.thepoolspecialist.com

Notes

All deposits are NON_REFUNDABLE unless specified in writing by the contractor. All "Addendums" (Change Orders) require full payment at time of addendum acceptance and signing. All mosaics and glass tiles require full payment in advance as all mosaics and glass are special order and are not returnable. 50% deposit of the contract at signing, followed by a progress payment of 25% once the prep, tiling and any necessary work required prior resurfacing is complete, the remaining 25% of the contract on completion of work. Additions or Changes in the Contract Any changes or additions to this contract must be agreed upon in writing and signed by customer/purchaser, separate from this quotation/contract work order. Payment for all additions and/or changes are due according to the payment terms of the addendums(s).

Complaint Resolution Process:

The Pool Specialist is a serviced oriented organization and valid/reasonable complaints are dealt with in a professional manner. If you feel the work has not been properly executed or a few corrections are required we will be happy to work with you to correct the valid/reasonable complaint.

While the work is in progress:

If you have any complaints while the work is in progress please email us immediately so we may correct the issues before completion.

Post completion:

Per our service agreement once the pool/spa has been filled and started up the work is now complete and any necessary touch-ups or corrections will only be carried out after the final invoice balance has been paid.

Disclaimer:

The Pool Specialist of Florida, Inc. is to be held harmless for any defects or concealed damage resulting from prior contractors work. Interior finishing does not correct leaks. If your pool is leaking, we strongly recommend that the leak be located and fixed prior to or in conjunction with this pool/spa finishing project. Leak detection & repairs are additional costs and must be specified. Possible pool/spa system line leaks may occur as an unavoidable consequence from required draining and servicing. Homeowner understands and agrees The Pool Specialist of Florida, Inc. to be held harmless. Patching is a possible process and is temporary in nature and is therefore not warranted unless specified. Acid wash & re-grout of tile and/or coping is an "as possible" service and cannot be warranted. Re-occurrence of structural cracking (pool/spa or deck) cannot be warranted. Any authorizations, soil testing, engineering, permits applications and/or related fees, if required, (HOA, City, County, or State) are to be paid for by the property owner to the start of job unless otherwise specified and agreed to in writing. Property owner is aware that permits may be required and vary from municipality to municipality. Homeowner understands any additional labor or materials required by engineering or permitting which exceed contracted scope of work will be additional and to be paid by homeowner. Electrical hook-ups and related electrical items, if required are excluded from the contract and must be performed by a licensed electrician. Sandblasting, pump station & well water filter if required are additional and may only be determined after draining and proper inspections, unless otherwise noted. Excessive hollows over 25% of total surface area may dictate partial or complete surface failure and additional removal, preparation and/or material charges may result, which can only be determined after draining and proper inspection. Property owner understand that stain from sandblasting, if required, may remain after basic "house off" is performed and the tile may be damaged as an unavoidable consequence of sandblasting, fiber removal and/or epoxy removal and agrees to hold The Pool Specialist of Florida, Inc. and its agents harmless in the event those services are required. If your pool has a heater it is recommend you bypass your heater for the first thirty (30) days to avoid possible damage to your surface. If your heater does not have a by-pass valve, The Pool Specialist of Florida, Inc. Can install one for you. Property owner is responsible to make all locations of utility lines, sprinkler, electrical and/or other unseen obstructions that may exist in the performance of contract. The Pool Specialist of Florida, Inc. is to be held harmless for any pipe or line damage unless proper markings by customer are made prior to start.

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

BRIGHTON LAKES
4250 BRIGHTON LAKES BLVD.
KISSIMMEE, FL. 34746

12/05/18

ATTN: C/O ARIEL MEDINA

RESURFACE POOL WITH EXPOSED QUARTZ FINISH AND INSTALL NEW NON-SKID TILE ON STEPS AND WATERLINE PER FBC 454.

SCOPE OF WORK FOR POOL AREA

- DRAIN POOL, (NEUTRALIZE/BALANCE CHLORINE AND PH AND DRAIN POOL TO APPROVED WASTE METHOD)
- CHIP OFF LOOSE AND DELAMINATED MATERIAL UP TO 400 SQ. FT

(NOTE: ANY ADDITIONAL DELAMINATION BEYOND 400 SQ. FT. WILL BE BILLED FOR AT A COST TO YOU OF \$5 PER SQ. FT. CUSTOMER WILL BE NOTIFIED PRIOR TO THIS WORK BEING DONE IF REQUIRED)

- DIAMOND SAW CUT AND BEVEL EXISTING FINISH APPROXIMATELY 1 ½'-2" WIDE, AROUND ALL WALL PENETRATIONS, (INCLUDING LIGHTS, MAIN DRAINS AND RETURN LINE FITTINGS, VACUUM LINES) AND NEXT TO TILE TO PROVIDE FULL DEPTH AND FLUSH INSTALLATION OF THE NEW FINISH
- CHIP AND REMOVE NEEDED SURFACE FROM GUTTER TO ACHIEVE 2" SLOPE FROM THE FRONT TO THE BACK OF THE GUTTER (PER STATE CODE)
- 4,000 PSI PRESSURE WASH ENTIRE POOL SURFACE
- ACID WASH (ACID WILL BE PUMPED INTO A CONTAINMENT TANK, NEUTRALIZED, AND PUMPED TO A PROPER DRAIN)
- TILE OVER EXISTING WATERLINE TILE, INSTALL NEW 2"x6" CONTRASTING SKID RESISTANT TILE ON THE GUTTER LIP (PER FBC 454).
- INSTALL NEW 2"x6" CONTRASTING SKID RESISTANT STEP TILE ON STEPS (PER FBC 454)
- TILE OVER EXISTING BREAKLINE WITH 2"x2" ABRASIVE TILE
- APPLY SGM TWO PART BOND KOTE TO PREPARE OLD SURFACE (COVERING FLOOR, GUTTER, AND WALLS)
- REPLACE THE 3-12" MAIN DRAIN FRAMES AND GRATES IN POOL WITH NEW VGBA GRATES.
- RESURFACE POOL WITH SMOOTH, MONOLITHIC LAYER OF DIAMOND BRITE EXPOSED QUARTZ FINISH (COOL BLUE) (3/8" TO ½" THICK)
- REMOVE ALL WASTE FROM JOB
- REFILL POOL WITH YOUR WATER, COMPLETELY BALANCE THE WATER CHEMISTRY USING YOUR CHEMICALS, START UP SYSTEM, INSTRUCT YOUR OPERATOR IN THE PROPER TECHNIQUE OF CARING FOR THE NEW FINISH

POOL RESURFACING

- LIMITED 5YR. MANUFACTURER WARRANTY (POOL FINISH ONLY) ALL OTHER MATERIALS AND LABOR 1 YEAR WARRANTY

TOTAL: \$44,452.00

**801 Sawdust Trail
Kissimmee, FL 34744**



www.spiespool.com

**407-847-2771
Fax 407-847-8242**

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

OPTION #1

- RETILE THE INSIDE BEAM INSTALL NEW 6" X 6" TILE WITH THE NEW DEPTH MARKERS.

\$4,350.00**OPTION #2**

- INSTALL 7 NEW LED LIGHTING FIXTURES INTO EXISTING NICHES. MANUFACTURER STATES AN 86% ENERGY SAVINGS

\$4,725.00**OPTION #3**

- TOP OF THE BEAM. INSTALL NEW 6"X6" NON-SKID DEPTH AND INTERNATIONAL NO DIVING TILE IN THE POOL DECK AT EXISTING LOCATIONS.

\$1,800.00**OPTION #4**

- INSTALL 50 NEW SLOTTED FLOOR RETURN COVERS. SLOTTED FLOOR RETURN COVERS ALLOW FOR WATER TO DISCHARGE UPWARDS MINIMIZING THE CHANCES OF FUTURE STAINING AND EROSION OF THE NEW FINISH.

\$1,250.00

THE WORK WILL TAKE 2 WEEKS TO COMPLETE TILE AND PLASTER. FILLING, BALANCING CHEMICALS, BRUSHING, FILTERING, AND HEATING OF POOL WATER WILL TAKE APPROXIMATELY 1 WEEK FROM THE TIME WORK IS COMPLETED. WEATHER AND GROUNDWATER CONDITIONS MAY INCREASE THE LENGTH OF THE JOB. WE DO REQUIRE A PAYMENT SCHEDULE WITH A 50% DEPOSIT DUE UPON RECEIVING A COPY OF THE SIGNED CONTRACT AND THE REMAINING 50% DUE UPON COMPLETION AND SUBMITTAL OF OUR FINAL INVOICE. PLEASE HAVE AN AUTHORIZED PERSON SIGN THE QUOTE; RETURN AN EXECUTED SET TO US FOR CONVENIENT SCHEDULING OF THE WORK. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

***PRICE GOOD FOR 30 DAYS**

ACCEPTED AND AGREED:

REGARDS,

DEREK SCHWAN
PROJECT MANAGER
SPIES POOL, LLC.
CP C043205

BY: _____

TITLE: _____

DATE: _____

OPTION #1 _____ OPTION #2 _____

OPTION #3 _____ OPTION #4 _____

801 Sawdust Trail
Kissimmee, FL 34744


www.spiespool.com

407-847-2771
Fax 407-847-8242

- Commercial Swimming Pool Chemicals & Supplies
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- Parts, Repairs and Renovations
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Lic # 12152

BRIGHTON LAKES
4250 BRIGHTON LAKES BLVD.
KISSIMMEE, FL. 34746

12/05/18

ATTN: C/O ARIEL MEDINA

RESURFACE WADING POOL WITH EXPOSED QUARTZ FINISH

SCOPE OF WORK FOR POOL AREA

- DRAIN POOL, (NEUTRALIZE/BALANCE CHLORINE AND PH AND DRAIN POOL TO APPROVED WASTE METHOD)
- CHIP OFF LOOSE AND DELAMINATED MATERIAL UP TO 30 SQ. FT

(NOTE: ANY ADDITIONAL DELAMINATION BEYOND 30 SQ. FT. WILL BE BILLED FOR AT A COST TO YOU OF \$5 PER SQ. FT. CUSTOMER WILL BE NOTIFIED PRIOR TO THIS WORK BEING DONE IF REQUIRED)

- DIAMOND SAW CUT AND BEVEL EXISTING FINISH APPROXIMATELY 1 ½'-2" WIDE, AROUND ALL WALL PENETRATIONS, (INCLUDING LIGHTS, MAIN DRAINS AND RETURN LINE FITTINGS, VACUUM LINES) AND NEXT TO TILE TO PROVIDE FULL DEPTH AND FLUSH INSTALLATION OF THE NEW FINISH
- 4,000 PSI PRESSURE WASH ENTIRE POOL SURFACE
- ACID WASH (ACID WILL BE PUMPED INTO A CONTAINMENT TANK, NEUTRALIZED, AND PUMPED TO A PROPER DRAIN)
- INSTALL NEW 2"X6" CONTRASTING SKID RESISTANT STEP TILE ON STEPS (PER FBC 454)
- APPLY SGM TWO PART BOND KOTE TO PREPARE OLD SURFACE (COVERING FLOOR AND WALLS)
- REPLACE THE 4-12" MAIN DRAIN FRAMES AND GRATES IN POOL WITH NEW VGBA GRATES.
- RESURFACE POOL WITH SMOOTH, MONOLITHIC LAYER OF DIAMOND BRITE EXPOSED QUARTZ FINISH (COOL BLUE) (3/8" TO ½" THICK)
- REMOVE ALL WASTE FROM JOB
- REFILL POOL WITH YOUR WATER, COMPLETELY BALANCE THE WATER CHEMISTRY USING YOUR CHEMICALS, START UP SYSTEM, INSTRUCT YOUR OPERATOR IN THE PROPER TECHNIQUE OF CARING FOR THE NEW FINISH

POOL RESURFACING

- LIMITED 5YR. MANUFACTURER WARRANTY (POOL FINISH ONLY) ALL OTHER MATERIALS AND LABOR 1 YEAR WARRANTY

TOTAL: \$4,525.00

**801 Sawdust Trail
Kissimmee, FL 34744**



www.spiespool.com

**407-847-2771
Fax 407-847-8242**

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

OPTION #1

- RETILE THE INSIDE BEAM INSTALL ONE ROW OF NEW 6" X 6" TILE.

\$1,120.00

WORK IS PRICED TO BE DONE DURING POOL RENOVATION

THE WORK WILL TAKE 3-5 DAYS. WEATHER AND GROUNDWATER CONDITIONS MAY INCREASE THE LENGTH OF THE JOB. WE DO REQUIRE A PAYMENT SCHEDULE WITH A 50% DEPOSIT DUE UPON RECEIVING A COPY OF THE SIGNED CONTRACT AND THE REMAINING 50% DUE UPON COMPLETION AND SUBMITTAL OF OUR FINAL INVOICE. PLEASE HAVE AN AUTHORIZED PERSON SIGN THE QUOTE; RETURN AN EXECUTED SET TO US FOR CONVENIENT SCHEDULING OF THE WORK. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME.

***PRICE GOOD FOR 30 DAYS**

ACCEPTED AND AGREED:

REGARDS,

A handwritten signature in blue ink, appearing to read "Derek Schwan".

DEREK SCHWAN
PROJECT MANAGER
SPIES POOL, LLC.
CP C043205

BY: _____

TITLE: _____

DATE: _____

OPTION #1 _____

801 Sawdust Trail
Kissimmee, FL 34744



407-847-2771
Fax 407-847-8242

www.spiespool.com

CHURCHILLSGROUP

Working hard for your leisure

Inframark

Brighton Lakes
Kissimmee, FL 34746

Estimate #1760

From **Churchills**
407 557 2730
mail@churchillsgroup.com
www.churchillsgroup.com
PO Box 580445
Kissimmee
FL 34758

Bill To 313 Campus St
Kissimmee, FL 34747

Sent On 10/18/2018

Job Description Pool resurfacing/tile work.

SERVICE / PRODUCT	DESCRIPTION	QTY.	UNIT COST	TOTAL
Prep01	✓ Drain pool, remove drain plug & control groundwater	1	\$299.00	\$299.00*
Prep03	Clean/treat/pressure wash any areas with remaining traces of black algae. Apply Bond Kote & seal all imperfections ready for new material	1	\$1,999.00	\$1,999.00*
Prep02	Rough up existing 6x6 gutter lip tile to allow install of new 2x6 low slip. Cut niches & jets to prepare for new plaster. Check surface areas for hollows or loose plaster, advise if further remedial work required.	1	\$6,399.00	\$6,399.00*
PREP13	Supply & install low-slip 2x6" cap tile (per 2018 FL Building Code)	600	\$24.00	\$14,400.00
Prep04	Apply Blue Quartz aggregate DiamondBrite to pool surface - Miami Blue	5500	\$9.00	\$49,500.00*
GutDrain	Renew gutter drains	48	\$22.00	\$1,056.00*
MD_SQ12	Replace 12 x 12 main drain suction cover	2	\$149.00	\$298.00*
Prep21	Water wash pool surface on completion of plastering to remove calcium streaking	1	\$599.00	\$599.00*
Prep11	Attend/refill pool, add essential chemicals at start up & balance ready for use.	1	\$575.00	\$575.00*

A deposit of \$37,562.50 will be required to begin.

Total **\$75,125.00**

* Non-taxable

All parts and/or materials remain the property of Churchill's until payment is made in full. The customer agrees and grants to Churchill's or its nominees free and unencumbered access for the removal of any parts and materials when the invoice payment terms have been exceeded.

This is an estimate, the estimated price is valid for 30 days. By signing/returning this document you certify that you have authority to approve these work items and you are able to furnish payment for the work. You are also agreeing that you have read these terms and agree not to hold Churchills or its nominees responsible for warranties offered by the equipment manufacturers. Churchills and its nominees offer a 30 day labor warranty on all repairs.

CHURCHILLSGROUP

Working hard for your leisure

Inframark

Brighton Lakes
Kissimmee, FL 34746

Estimate #1760

From Churchills
407 557 2730
mail@churchillsgroup.com
www.churchillsgroup.com
PO Box 580445
Kissimmee
FL 34758

Bill To 313 Campus St
Kissimmee, FL 34747

Sent On 10/18/2018

Job Description Pool resurfacing/tile work.

Notes Continued...

Additional warranties are offered by the respective equipment/parts manufacturer.

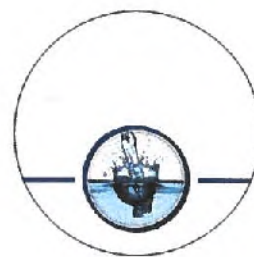
A deposit may be required, no fee for cash or check payment.

NOTE: Payment by link on estimate, credit card/PayPal will incur convenience fee of 3.5% or net proceeds only applied as account credit).

To accept the estimated work please respond to e-mail.

My Pool Repairs LLC

(352)535-0349
 mypoolrepairs@gmail.com



ESTIMATE

ADDRESS

Inframark
 4250 Brighton Lakes Blvd
 Kissimmee, FL 34746

ESTIMATE # 2445**DATE 12/13/2018**

DESCRIPTION	AMOUNT
Prep	15,594.00
Drain / Prep - surface removal of all delaminated areas in the pool / Bond coat	
Surface Application	41,584.00
Apply surface color of Miami Blue with SGM Diamond Brite finish, includes 3 main drains and all gutter drains	
Tile Application	5,800.00
Install Evergreen Non Slip with Cap Tiles tile	
Tile Application	2,000.00
2x6 Non Slip Evergreen Step Tile	
After Care	500.00
Once per day for 7 days	
Our installation and Completion time frame is 21 days start to finish not including the After Care	
TOTAL	\$65,478.00

Warranty is 1 year Labor and 10 year manufactures warranty on surface

Accepted By

Accepted Date

Terms and Conditions

1. Except as otherwise provided in the Contract, My Pool Repairs guarantees to the Customer named on in this Contract, the machinery, materials, equipment and work described to be free from defects in material and workmanship for a period of 90 days from the date of completion, provided all payments due My Pool Repairs have been made. In any event, this guarantee does not apply to any defect or failure caused by the mistreatment, neglect or accident of any party other than My Pool Repairs.
2. Stains and etching due to poor maintenance and structural cracks are not warranted. Full payment is required prior to performance of any warranty work. If pool leaks are found after completion of our work, an independent leak detection service will determine responsibility for repair. Should legal action be necessary to collect an unpaid balance, Buyer will be responsible for all legal fees and court cost incurred.
3. Customer agrees to make all payments in the time stated in the Contract. If Customer defaults or neglects to pay on time, My Pool Repairs LLC, at its option and without prejudice may take action to collect by any other remedy that may be available by law.
4. My Pool Repairs shall diligently pursue the work to completion subject to permissible delays and other exceptions. Such delays include, but are not limited to, inclement weather, acts of God, acts of third parties, acts of the Customer, labor difficulties, acts of governmental entities having jurisdiction over the work, equipment and machinery, extra work required by the Customer, failure of customer to make necessary payments and unforeseen events which are beyond the control of My Pool Repairs.
5. **Acid Wash:** In the event the job includes acid wash, My Pool Repairs will attempt to remove all deposits and discolorations from the pool. However, because of the nature and chemical qualities of certain deposits and discolorations, it is impossible to guarantee their removal. In some instances, cracking, checking or shrinking of plaster may result in defects or an eggshell appearance. My Pool Repairs shall have no responsibility should such condition occur.
6. Customer agrees to pay a \$200 fee for any non-sufficient fund or returned checks. Customer agrees that this fee will be considered part of the final payment and that the contract is not paid in full until the fee is paid.
7. Customer's failure to make final payment in the agreed upon time will void all warranties with My Pool Repairs.

Initial _____ Date _____

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heacock Insurance Group, LLC 100 East Main Street Lakeland FL 33801	CONTACT NAME: Sharon Wheeler	
	PHONE (A/C, No, Ext): 863-683-2228	FAX (A/C, No): 863-683-3309
INSURED My Pool Repairs LLC 8550 Patricia Trail Kissimmee FL 34747	E-MAIL ADDRESS: swheeler@heacock.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Star Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1356364838**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC084034700	3/5/2018	3/5/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Brighton Lakes Community Development District
4250 Brighton Lakes Blvd
Kissimmee FL 34746

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/13/2018**PRODUCER:**CATHY BOYD'S INSURANCE AGENCY
407 HIGHWAY 17-92 W
HAINES CITY, FL 33844

(863) 419-1919

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE****NAIC #****INSURED:**MY POOL REPAIRS LLC
8550 PATRICIA TRAIL
KISSIMMEE, FL 34747

(352) 221-9095

INSURER A AMERICAN SAFETY INSURANCE COMPANY

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL 933146	2/1/2018	2/1/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ INCL IN GEN AGGREGATE
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per Accident)	\$
						PROPERTY DAMAGE (Per Accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA OCC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E L EACH ACCIDENT	\$
						E L DISEASE - EA EMPLOYEE	\$
						E L DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CLASS CODE(S): [1] 99506 - Swimming Pool Installation, Service, or Repair - Above Ground; [2] 95505 - Gunfiting or Shot-crete; [3] 99507 - Swimming Pool Installation, Service, or Repair - Below Ground; [4] 99505 - Swimming Pool Servicing

LOCATION(S): FLORIDA

CERTIFICATE HOLDERBRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT
4250 BRIGHTON LAKES BLVD
KISSIMMEE, FL 34746**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2001/08)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE A/C, No, Ext):	FAX A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Company	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			XXXXX			EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			XXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	Auto - only required when renting street legal equipment. (water trucks, dump trucks, utility trailers, etc.)				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XXXXX			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Equipment			XXXXX			Leased/Rented Equipment - replace any equipment leased or on rent. Our minimum is \$250,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Rented, Leased or Borrowed Equipment

Ahern Rentals, Inc. is named as an Additional Insured and Loss Payee, as their interests may appear, with respect to rented, leased, or borrowed equipment. Ahern Rentals, Inc. will be provided 10 days notice of cancellation for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

Ahern Rentals, Inc. 1401 Mineral Avenue Las Vegas NV 89106	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SERVICE POOL/SPA CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

REDMAN, CRAIG WILLIAM

MY POOL REPAIRS LLC
8550 PATRICIA TRAIL
KISSIMMEE FL 34747

LICENSE NUMBER: CPC1457981

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

