

BRIGHTON LAKES
COMMUNITY DEVELOPMENT
DISTRICT

SEPTEMBER 5, 2019

REGULAR BOARD MEETING

AGENDA PACKAGE

Brighton Lakes Community Development District

Agenda Page 2

Marcial Rodriguez, Jr. Chairman
Brenda Jennings, Vice-Chair
Michelle Incandela, Assistant Secretary
John Crary, Assistant Secretary
Mark Peters, Assistant Secretary

Kristen Suit, District Manager
Tucker Mackie, District Counsel
Mark Vincutonis, District Engineer
Ariel Medina, Field Supervisor
Freddy Blanco, Assistant Field Manager
Gerry Frawley, CDD Landscaping & Maintenance Liaison

August 26, 2019

Board of Supervisors
Brighton Lakes Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Brighton Lakes Community Development District will be held on **Thursday, September 5, 2019 at 6:00 P.M.** at the Brighton Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34744

1. Pledge of Allegiance
2. Roll Call
3. Audience Comments (Limited to 3 minutes)
4. Consideration of Resolution 2019-06, Designation of Officers
5. Approval of Minutes
 - A. Minutes of July 11, 2019 Meeting
 - B. Minutes of July 23, 2019 Continued Meeting
6. CDD Landscaping & Maintenance Liaison Report
7. Vendor Reports
 - A. Consideration of Blade Runners Proposals 4292 and 4295 for Viburnum
 - B. Consideration of Blade Runners Proposal 4388 for Drainage
8. Discussion Regarding Street Tree Trimming
9. Presentation of Memo Regarding Updated Provisions of the District's Rules of Procedure and Setting of Public Hearing Regarding the Same
10. Public Hearing on Rules Relating to Parking and Parking Enforcement
 - A. Consideration of Resolution 2019-07 – Adopting Rules Relating to Parking and Parking Enforcement
11. Consideration of ADA Website Compliance and Management Proposals
 - A. ADA Site Compliance
 - B. V Global Tech
 - C. Campus Suite
12. Engineer's Report
 - A. Consideration of Emergency Exit Study and Cost

- B. Discussion of Engineer's Report, Section 9.21 of the Master Trust Indenture
- 13. District Manager's Report
 - A. Financial Statements
 - B. Check Register and Invoices
 - C. Discussion of January and July 2020 meeting date
 - D. Update Regarding Letters to Homeowners regarding Encroachment into
Conservations Areas and Stormwater Tracts
- 14. Attorney Report
 - A. Update Regarding Parcel E
- 15. Field Management Report
 - A. Discussion and consideration of Inframark Reimbursement to District regarding
Brightview Landscaping
 - B. Proposal for Treadmill Replacement
- 16. Supervisor Requests and Comments
- 17. Other Business
- 18. Adjournment

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

Sincerely,

Kristen Suit
District Manager

Fourth Order of Business

RESOLUTION 2019-06

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

WHEREAS, the Board of Supervisors of the Brighton Lakes Community Development District at meeting of September 5, 2019 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>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, 5th DAY OF SEPTEMBER, 2019

Chairman

Secretary

Fifth Order of Business

5A.

MINUTES OF MEETING

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held Thursday, July 11, 2019 at 6:00 p.m. at the Valencia College, Poinciana Campus, 3255 Pleasant Hill Road, Room 125, Kissimmee, FL 34746

Present and constituting a quorum were:

Marcial Rodriguez, Jr	Chairman
Brenda Jennings	Vice-Chairman
Michelle Incandela	Assistant Secretary
John Crary	Assistant Secretary
Mark Peter	Assistant Secretary

Also present were:

Bob Koncar	District Manager
Kristen Suit	District Manager
Sarah Sandy	District Attorney
Vinette Godelia (via phone)	District Attorney
Mark Vincutonis	District Engineer
Ariel Medina	Field Services Supervisor
Travis Forrest	Blade Runners
Brian Holliday	Envera
Joe Craig	Sitex

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 roll and a quorum was established.

THIRD ORDER OF BUSINESS

Discussion Regarding Osceola County Community Development Application PD190012 Requesting Change in Existing use of Parcel E within the District

- Ms. Sandy has worked with Brighton Lakes in the past and filled in for Ms. Mackie at today's meeting.
- The developer's representative was not available to attend today, but Ms. Sandy was able to walk through some of the items of the application and speak

- specifically with Ms. Godelia. Ms. Godelia works for Hopping Green and Sams and specializes in land use planning especially in the Central Florida area. She has worked with residential and commercial applications in local governments, Counties, CDDs and municipalities. She has expertise on this issue and can walk the Board through their questions and anything related to the application.
- Ms. Sandy stated the time is limited since there is a budget hearing and she would like to ensure they leave enough time for that. Ms. Incandela felt they would be fine in terms of time constraints as audience comments are limited to three minutes each.
 - Ms. Incandela mentioned it was presented at the last Planning Commission meeting by Hanson Walter that the developer was dropping the daycare which is a commercial operation and to her knowledge this has not been done.
 - Ms. Sandy asked Ms. Godelia if she would like to walk through her review of the application.
 - Ms. Incandela expressed her concern regarding this matter. Ms. Sandy indicated based on Ms. Incandela's concern this is certainly a Board decision on whether or not to have Hanson Walter continue as their District Engineer if they feel uncomfortable with this, or speak with Mr. Vincutonis whether or not he can continue in both capacities or recuse himself from one or the other.
 - Ms. Godelia provided a brief overview of the entire process to the Board. She discussed the following:
 - Residential and non-residential support use.
 - Type of residential and non-residential support use such as an Assisted Living Facility, a Charter School and a daycare.
 - The application process once the application is submitted.
 - Further discussion ensued regarding this matter.
 - Ms. Sandy stated there will be a financial lien once the assessment is imposed, but it does affect the value of the property. The property was zoned for a Charter School, but Charter Schools are exempted from property tax and assessments under Florida Law. Further discussion ensued regarding this matter.

- Ms. Incandela led the discussion regarding commercial versus residential and expressed a number of concerns. She was told to impact this process it would be beneficial for the documentation to be presented before the Commission prior to the hearing. Further discussion ensued regarding this.
- Ms. Incandela stated since they maintain and pay for the roadways, the accurate traffic study would certainly have an impact on them and would be a reasonable position for the Board to take, further discussion ensued regarding this.
- Ms. Godelia stated a committee meeting has to be held before the Planning Commission will take this issue back up and right now the next Planning Commission meeting is scheduled for August 1, 2019. There must be a published notice in the newspaper two weeks before the meeting
- The choices for a committee meeting are July 22nd or July 23rd at 5:00 pm. If they set it for July 23rd and they accept July 23rd do they need to do that before Monday or what is the timeframe on whether or not, they accept. Ms. Sandy stated they would continue this meeting to July 23rd as they do not have enough time to publish an additional notice.
- Ms. Incandela stated their plan is to continue this meeting July 23rd as they can continue the discussion regardless of whether the representatives attend. Ms. Sandy stated this was correct. The purpose is the Board on a whole can meet. Ms. Suit questioned whether they had to meet at the same location. Ms. Sandy stated no, they would just have to name the location.
- There was further extensive discussion on this matter.

FOURTH ORDER OF BUSINESS

Audience Comments

- Audience comments were received.
- Discussion ensued to invite Mr. Arrington to the next Board meeting.
- Ms. Incandela mentioned she had a discussion with Ms. Mackie and suggested sending an informative letter to all of the residents of Brighton Lakes providing as much detail and indicating the opposing of the Board to this project. Also included in the letter should be the email, phone number and all information for

all the Commissioners as well including all upcoming meeting dates and stressing the importance for the community to respond.

- Ms. Incandela questioned whether a motion would be required for this. Ms. Sandy indicated the real question is when do they want to get this out by, what specific dates are they noticing just because drafting a letter and getting it actually sent out is a question for the District Management office.
- Mr. McGrath noted his friend, Mr. Nestor Olmo, informed him he has resigned from the Board. Mr. Olmo has spent a lot of time in the hospital and over the decades has been a powerhouse and has done exceptional work for the community. In any event, he thanks him personally and thanks everyone. Mr. McGrath would like to nominate Mr. Mark Peters to fill Mr. Olmo's vacant seat so the Board can get up to full strength.
- Discussion ensued regarding giving Mr. Olmo a certificate of appreciation for his years of service to the community. Based on what the Board is looking for, Mr. Koncar stated they provide plaques that recognize the service to the community. All he would need is direction from the Board on what they want the plaque to say.

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor authorizing Inframark to prepare a plaque for Mr. Olmo for his services to the community in the amount not to exceed \$150 was approved. 4-0

On MOTION by Ms. Jennings seconded by Incandela with all in favor authorizing Ms. Incandela to represent the Board in the opposition of the development at Parcel E was approved. 4-0

On MOTION by Mr. Rodriguez, Jr seconded by Ms. Incandela with all in favor authorizing district staff to draft a letter for submission to the residents concerning the potential development of Parcel E with description of what the proposal is, the contact information for the County Commissioners and the time frame for decision by the County and work with Ms. Incandela on the letter was approved. 4-0

FIFTH ORDER OF BUSINESS

Budget Presentation

- Mr. Koncar reviewed the presentation with the Board. He indicated the Board wanted to increase the assessments. This is due to the reserve study they completed and there were a number of projects they want to do over the next several years and the Board wanted to set aside funds to do these projects.
- He reviewed a number of charts from the presentation with the Board and discussion ensued regarding the reserves and increase in assessments.

SIXTH ORDER OF BUSINESS

**Public Hearing to Consider the Adoption
of the Budget for Fiscal Year 2020**

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor to open the public hearing to discuss the adoption of the FY2020 budget was approved.

A. Public Comment

- Public comments were received.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor the public hearing to discuss the FY2020 budget was closed. 4-0

B. Consideration of Resolution 2019-04, Adoption of the Budget for Fiscal Year 2020

- Ms. Sandy stated this resolution adopts the budget as Mr. Koncar presented also appropriates the funds for the various funds they have within the budget and provides how this budget can be amended throughout the year.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor resolution 2019-04 for adoption of the Fiscal Year 2020 Budget was adopted. 4-0

SEVENTH ORDER OF BUSINESS

**Public Hearing to Consider the Levy of
Operation and Maintenance Assessment
for Fiscal Year 2020**

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor to open the public hearing to discuss the levy of assessments was approved. 4-0

A. Public Comment

- No public comments received.

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor the public hearing to discuss the levy of assessments was closed. 4-0

B. Consideration of Resolution 2019-05, Levying the Assessments

- Ms. Sandy explained the purpose of this resolution the assessments that will fund the budget, specifically the resolution would levy the O&M assessments for the year as well certify the collection of the debt assessments that have been previously levied but need to be collected before this year in order to pay the debt service to the bond.

On MOTION by Ms. Incandela seconded by Ms. Jennings with all in favor resolution 2019-05, levying the assessments was adopted. 4-0

EIGHTH ORDER OF BUSINESS

Approval of Minutes

A. Minutes of May 2, 2019 Meeting

- Ms. Suit asked if there were any corrections, deletions or changes to the minutes. Changes were made and will be part of the final record.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor the meeting minutes of May 2, 2019 will approved as amended. 4-0

NINTH ORDER OF BUSINESS

CDD Landscaping and Maintenance

Liaison Report

- Mr. Frawley was not present and no report was presented.

A. Blade Runners Proposals

B. Churchill Group Proposal

- Items A and B will be discussed during the vendor's report.

TENTH ORDER OF BUSINESS

Vendor Report

- Mr. Medina presented the proposal from Blade Runner to the Board. Mr. Medina stated the Chair had requested they get proposals for bush hogging and pine straw.
- Travis Forrest of Blade Runners and his partner Juan were presented at today's meeting. Mr. Forrest discussed when they first did the property, they were asked in the bid package for these elements behind the homes, bush hogging. Back in December they walked the area with Mr. Frawley and in seven months it has encroached quite a bit more. Mr. Frawley would like for them to push this back from anywhere around 10 feet in some places to 25 feet in some places. It is bad and gotten thick, homeowners are complaining there are lots of animals coming in. There are a number of proposals which they were asked to work on the bush hogging, pine straw, lots of dead trees some other things. They are going to stick with their priorities from back in December, they will stick with the same number and keep moving forward as they want to move forward for long term commitment with the community.
- Ms. Incandela asked to see the map for the homes they need to clear out behind. Mr. Forrest reviewed the map area with the Board and indicated the area they will be pushing back. He is, however worried now that the area is so wet they might be able to do some of it or might have to wait until it dries out but it will be all in that number inclusive.
- Ms. Incandela stated this is something that should have been completed by the previous landscaper and where are they in terms of withholdings. Ms. Sandy stated Ms. Mackie informed her when the contract was terminated, they did withhold some payments towards the end for the work not performed. The question was raised whether they could get some of the money back since Brightview did not fulfill the contract. Ms. Sandy stated she can go back to Ms. Mackie and they could explore this. Mr. Crary stated after looking at Mr. Frawley's numbers and these numbers he is inclined to encourage the Board to get that money by litigation because it is a significant amount of money.
- Ms. Incandela provided her input on this matter.

- Mr. Crary understands the point about attorney fees but still thinks they should have someone look at the question of what the cost and benefit of doing that are and let the Board know. Ms. Incandela stated they are going to do that but does anyone have any problems with proceeding forward and getting it fixed in the interim.
- Ms. Suit questioned if they were looking at the total \$43,000. Mr. Forrest indicated some need to be addressed immediately and some can wait until the area dries out.

On MOTION by Mr. Rodriguez, Jr. seconded by Mr. Crary with all in favor the proposals from Blade Runners for tree removal and pine straw installation in the amount of \$43,000 was approved. 4-0

- Mr. Forrest indicated there were additional proposals. Playground mulch, the mulches are bad as there is not enough mulch to meet ADA certification. He presented proposal 4288 in the amount of \$2,000, proposal 4289 in the amount of \$2,600 and proposal 4290 in the amount of \$2,900 these are for the playground mulch alone to fill the playground back with the proper ADA certified mulch. The mulch on the pine tree are pesticide treated these are certified chemical free organic for kids and do not have the sharp wood chip edges on them to poke and to keep them insurance compliant.
- Ms. Incandela questioned about the rubber mulch. Mr. Forrest stated it is far more expensive but in the long run, long lasting. The only time they replace is because the kids play with it but it does not disappear or dissipate. If they are purchasing this amount to fill the playground, they could relook at doing it.
- The question was asked when they place this mulch in what is the current time period before having to replace it. The Board was informed 12 to 18 months from now. Discussion ensued regarding rubber mulch.
- Discussion ensued regarding having mulch as part of the budget discussion for the 2021 budget.

On MOTION by Mr. Crary seconded by Ms. Incandela with all in favor Blade Runners proposals 4288, 4289 and 4289 for installation of ADA certified mulch in the total amount of \$7,000 was approved. 4-0

- Mr. Crary stated they should get some hard figures to help them to see what it would look like if they decide to do one, two or three playgrounds next year so they can anticipate this.
- The next proposal is replacement of sod around the pool area that was damaged by the current pool border being dumped on. It is 13,065 square feet at a cost of \$3,064. Mr. Medina stated if they recall at the last meeting he mentioned that the pool specialist was doing resurfacing an area and this is the proposal to regrade that area which was deducted from the clients' bill.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr. with all in favor the Blade Runners proposal to replace the sod around the pool which was damaged by the contractor during the renovation of the pool in the amount of \$3,564 was approved.

- The next proposal 4338 is for the area behind the clubhouse. Mr. Forrest walked the area with Mr. Frawley and was asked to cut the trees by the lift station, as well to cut down four Wax Myrtle trees and replace five bags of sod. Ms. Incandela asked this item be tabled as she would like to see pictures of what he is talking about.
- The next proposal is 4341 for the damaged tree which the car hit on the boulevard. The insurance cut down the tree and grinded it up and replaced and installed a new tree.
- Discussion ensued regarding a number of proposals which date back from January 2019. However, these proposals were tabled for discussion at the September meeting.
- Ms. Incandela stated if the insurance money has been received she sees no reason to table this item.

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor to move forward with proposals 4341 and 4294 from Blade Runners if the insurance is sufficient to cover the cost of \$1,420 was approved. 4-0

- Mr. Crary mentioned behind the plastic barrier on the side door to the children's' swimming pool there are a series of large concrete blocks very close to the playground. He believes this is a safety issue and questioned how do we get rid of those? Mr. Forrest will follow up on this matter.
- Ms. Suit stated Ms. Sandy requested they make a motion to authorize district staff to proceed with the traffic study.

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor authorizing staff to proceed with acquisition of a traffic study was approved. 4-0

- Mr. Medina presented a proposal from Churchill to replace the grit filters for the pool.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr. with all in favor the Churchill proposal in the amount of \$1,755 to replace the grit filters was approved.

- Discussion ensued regarding the pool equipment which needs to be cleaned up. Mr. Medina has followed up on this matter with Churchill on a number of occasions, but will follow up with them again. Ms. Incandela indicated due to time constraints are there any items which need the Board's approval. Mr. Medina mentioned the increased pool care services for the summer.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr. with all in favor to increase the monthly budget for the increase not to exceed \$500 to allow for the additional cleaning of the pool over the summer was approved. 4-0

- Ms. Incandela asked if they had any concerns from Envera with respect to any repairs, down equipment or issues with any of the gates. There were no issues or concerns at this time.

ELEVENTH ORDER OF BUSINESS

Engineer's Report

- None.

TWELFTH ORDER OF BUSINESS

District Manager's Report

- Ms. Suit presented the resignation of Mr. Nestor Olmo from the Board.

On MOTION by Ms. Jennings seconded by Mr. Rodriguez, Jr. with all in favor the resignation of Mr. Nestor Olmo from the Brighton Lakes CDD Board was accepted. 4-0

- Ms. Suit questioned whether the Board was interested in appointing someone to the vacant seat #2.
- Ms. Jennings suggested they wait until the continued meeting or even until the September meeting as it was discussed at the last HOA meeting that residents wanted to be aware when there is an opening for Board members.
- Discussion ensued regarding the issues that arose previously for not having enough board members. Mr. Crary expressed his interest in ensuring the CDD Board is at its full potential by having five members.
- Further discussion ensued regarding this matter.
- Ms. Incandela asked the Board to consider Mr. Mark Peters application to the Board. Mr. Peters provided a brief synopsis of himself to the CDD board.

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor to appoint Mr. Mark Peters to the vacant seat #2 replacing Mr. Nestor Olmo was approved. 4-0

- Ms. Sandy reviewed the following with Mr. Peters:
 - the public records laws
 - Sunshine laws
 - Financial disclosures
- Ms. Suit being a Notary Public of the State of Florida administered the Oath of Office to Mr. Peters.

A. Financial Statements

B. Check Register and Invoices

C. FY2020 Meeting Schedule

D. Report on Number of Registered Voters

- Items A, B, C, and D will be discussed at the continued meeting on July 23, 2019

THIRTEENTH ORDER OF BUSINESS

Staff Report

A. Attorney

- **Tree Trimming Legal Fees**

B. Field Management Report

- Items A and B will be discussed at the continued meeting on July 23, 2019.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

- None.

FIFTEENTH ORDER OF BUSINESS

Other Business

- None.

SIXTEENTH ORDER OF BUSINESS

Continuation

On MOTION by Ms. Jennings seconded by Mr. Rodriguez, Jr with all in favor the meeting was continued to July 23, 2019 at 6:00 pm. 5-0.

Secretary

Chairman/Vice-Chair

5B

MINUTES OF MEETING

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

The continued meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held Tuesday, July 23, 2019 at 6:00 p.m. at the Brighton Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746

Present and constituting a quorum were:

Marcial Rodriguez, Jr	Chairman
Brenda Jennings	Vice-Chairman
Michelle Incandela	Assistant Secretary
John Crary	Assistant Secretary
Mark Peters	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Tucker Mackie	District Attorney
Vinette Godelia	District Attorney
Gerry Frawley	CDD Liaison
Ariel Medina	Field Services Supervisor
Tara Tedrow	Lowdes Drosdick
Linda Kepfer	Park Square Home Developer

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 roll and a quorum was established.

TWELFTH ORDER OF BUSINESS District Manager's Report

A. Financial Statements

- Ms. Suit asked if there were any questions regarding the financials presented.

B. Check Register and Invoices

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor the financial statements and the check register and invoices were approved. 5-0

C. FY2020 Meeting Schedule

- The Board reviewed the FY2020 meeting dates and discussed changing the January and July dates. After further discussion, it was decided to discuss those two dates at the next meeting.

On MOTION by Ms. Jennings seconded by Ms. Incandela with all in favor the fiscal year 2020 meeting schedule was approved as presented. 5-0

D. Report on Number of Registered Voters

- Ms. Suit reported to the Board there are currently 1,539 registered voters in the Brighton Lakes community.

THIRD ORDER OF BUSINESS

**Discussion Regarding Osceola County
Community Development Application
PD190012 Requesting Change in Existing
use of Parcel E within the District**

- Ms. Godelia indicated the developers' representatives were present and will discuss the project and provide the details of exactly what the project is.
- The next meeting for public comment on this project application is Thursday July 25, 2019 at the Pleasant Hill Elementary School at 6:00 pm and on August 1, 2019 it will be presented before the County Planning Commission for recommendation.
- The purpose of today's meeting is to allow the developer the opportunity to talk to the residents about this project to ensure they are all moving forward in the same direction. Public comments will be received and questions can be asked at the end of the developer's presentation.
- Ms. Tara Tedrow, of Lowdes Drosdick, the attorney working with Park Square Homes, the developer of this project provided a presentation to the Board and residents.
- Park Square Homes has a lot of residential development projects as well, residential care for aging seniors such as assisted living facilities and independent living facilities. These are not hospitals, mental institutions, drug addiction or rehabilitation facilities, government subsidized, but are private

- 78 paid residents for individuals who cannot live on their own and might need
79 some minimal daily care. She has not been with this project from the
80 beginning and will refer to Linda Kepfer as this project has been going for some
81 time now.
- 82 • Discussion ensued regarding the original design of the building and the new
83 proposed design which takes the original proposal from an institutional charter
84 school to the new plans.
 - 85 • Discussion ensued regarding the roadways and traffic for this area.
 - 86 • It was discussed the design has to go before the architectural committee which
87 is part of the HOA review process. Ms. Tedrow does not want to say these are
88 what the design is going to look at because they have to get approved, but she
89 just wanted to give some concept renderings and provide everyone a site plan.
 - 90 • Ms. Incandela provided an overview of what occurred at the Planning
91 Commission meeting.
 - 92 • A resident questioned whether they could expect to see a revised narrative of
93 the application which reflects the current plan. Ms. Tedrow indicated she
94 submitted one to the HOA attorney but does not know if he has shared it. She is
95 certain it will be part of the discussion tomorrow and it certainly will be part of
96 their discussion on Thursday night in front of the County staff.
 - 97 • The question was asked if this plan will be supplied to the County as a formal
98 application. The response was it is not a formal application but just a request to
99 amend the way the PD development standard reads.
 - 100 • The Planning Commission hearing date has been pushed from August 1, 2019 to
101 August 29, 2019 and the meeting of the Board of County Commission will be
102 September 16, 2019. These meetings will be publically noticed and everyone
103 should have received the community notice. Further discussion ensued
104 regarding this matter.
 - 105 • Mr. Peters expressed his concerns regarding this project. He does not feel that it
106 is a project that would benefit the community and does not support it.
 - 107 • Discussion ensued regarding the traffic data and how it will effect the District.

- 108 • Ms. Incandela explained the terms of the Planning Commission meeting and
- 109 discussed the process of tonight's meeting by Park Square Development is to get
- 110 feedback to prepare them for their presentation at Thursdays' meeting.
- 111 • Ms. Incandela urged the residents to attend the Pleasant Hill meeting on
- 112 Thursday and state their position regarding this project. She asked if the Board
- 113 had any other questions regarding the plans.
- 114 • Mr. Crary provided his comments and Ms. Jennings provided her comments and
- 115 expressed her opposition to this project.
- 116 • Ms. Incandela wanted to clarify that there are no plans by the developer to
- 117 change this project into a single family residential development. Ms. Jennings
- 118 stated they have to let the County Commissioners know how many registered
- 119 voters are in the community and inform them that they do have a voice.
- 120 • Ms. Incandela stated the property was purchased at a steal. The zoning change
- 121 is going to allow them to make use of the property in a way that outside the
- 122 community it would not have happened.

123

124 **FOURTH ORDER OF BUSINESS** **Audience Comments**

- 125 • Audience comments were received.
- 126 • Audience asked questions and responses provided.
- 127 • Ms. Incandela provided an extensive overview of the entire process.

128

129 **FIFTH ORDER OF BUSINESS** **Budget Presentation**

- 130 • Item was presented at the July 11, 2019 meeting.

131

132 **SIXTH ORDER OF BUSINESS** **Public Hearing to Consider the Adoption**
133 **of the Budget for Fiscal Year 2020**

134 **A. Public Comment**

135 **B. Consideration of Resolution 2019-04, Adoption of the Budget for Fiscal Year**
136 **2020**

- 137 • The resolution was presented and adopted at the July 11, 2019 meeting.

138

139 **SEVENTH ORDER OF BUSINESS** **Public Hearing to Consider the Levy of**
140 **Operation and Maintenance Assessment**
141 **for Fiscal Year 2020**

142 **A. Public Comment**

B. Consideration of Resolution 2019-05, Levying the Assessments

- The resolution was presented and adopted at the July 11, 2019 meeting.

EIGHTH ORDER OF BUSINESS

Approval of Minutes

A. Minutes of May 2, 2019 Meeting

- The minutes of May 2, 2019 meeting were presented and approved at the July 11, 2019 meeting.

NINTH ORDER OF BUSINESS

**CDD Landscaping and Maintenance
Liaison Report**

- No report was presented.

A. Bladerunners Proposals

B. Churchill Group Proposal

- Items A and B was discussed during the vendor's report at the July 11, 2019 meeting.

TENTH ORDER OF BUSINESS

Vendor's Report

- Vendor's report was presented at the July 11, 2019 meeting.

ELEVENTH ORDER OF BUSINESS

Engineer's Report

- None.

THIRTEENTH ORDER OF BUSINESS

Staff Report

A. Attorney

• Tree Trimming Legal Fees

- Ms. Mackie was asked to go back and review the consult fees for this issue. She indicated she has attended code enforcement hearings on behalf of the District and the fees have been about approximately \$10,000 for the tree trimming issue.

- She mentioned it was discussed and proposed at the March meeting to have a workshop between the HOA and District to specifically address this issue and come up with some sort of resolution. However, since the last Board meeting the District has received another code enforcement notice. Mr. Alvin Wynn, the code enforcement officer acknowledges the original tree for which the District received a citation has been taken care of, but however, there are

178 more trees which are of concern. Further discussion ensued regarding this
179 matter.

- 180 • Mr. Crary expressed his displeasure with how the HOA has handled this
181 situation and their lack of response for something which is clearly their
182 responsibility. Ms. Incandela asked Ms. Mackie if a certified return receipt
183 letter could be sent to the HOA asking about their position and their intent to
184 accept the responsibility of the covenant by a certain date. Whether it is in
185 person or in writing it gives the HOA an opportunity to express their position
186 and decide whether they will take responsibility.

187

188 **B. Field Management Report**

- 189 • Items A and B will be discussed at the continued meeting on July 23, 2019.

190 **FOURTEENTH ORDER OF BUSINESS Supervisor Requests and Comments**

- 191 • Mr. Rodriguez, Jr. requested the letter be sent to the HOA as soon as
192 possible.
- 193 • Ms. Incandela mentioned Mr. Frawley brought up some issues as it relates
194 to security which she suggested they table.
- 195 • Mr. Crary presented some items for discussion. However, upon Board
196 review it was suggested he connects with Mr. Frawley regarding some of
197 the items on the list.
- 198 • Discussion ensued regarding an emergency exit.
- 199 • Ms. Incandela discussed her concerns regarding engineering. Discussion
200 ensued regarding this matter and it was suggested to go out for an
201 engineering RFQ. Ms. Mackie will speak with Mr. Vincutonis giving him an
202 opportunity to clarify the concerns expressed. Additional comments were
203 received.

204

205 **FIFTEENTH ORDER OF BUSINESS Other Business**

- 206 • Discussion ensued regarding the pool resurfacing. This work did not come
207 before the Board in advance for approval.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor the additional work, the pool resurfacing, in the amount of \$4,301 was approved. 5-0

- Ms. Jennings suggested they do a detailed review of their budget to look at ways to cut costs. Discussion ensued regarding having a budget workshop, but having it closer to when the budget is to be presented versus doing it too early.
- Discussion ensued regarding the amount of withholding funds from Brightview. Ms. Suit will follow-up on this matter.
- Discussion ensued regarding the security services concerns.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Jennings seconded by Mr. Rodriguez, Jr with all in favor the meeting was adjourned. 5-0

Secretary

Chairman/Vice-Chair

Seventh Order of Business

7A.



COMMERCIAL LANDSCAPING, INC.

3851 CENTER LOOP, ORLANDO, FL 32808
TEL. 407.306.0500 FAX. 407.306.0500

Estimate

Date	Estimate #
1/24/2019	4292

Name / Address

Brighton Lakes CDD
CO: Inframark
313 Campus Street
Celebration, FL 34747

Project

Description	Qty	Cost	Total
Viburnum hedge by tennis court Install 18, 7 gl Viburnum to fill in by tennis court	18	32.00	576.00
		Total	\$576.00
Acceptance of Estimate - The above prices, specifications are satisfactory and are hereby accepted. Blade Runners Commercial Landscaping Inc. is authorized to do the work as specified.		Approval Signature	

BLADE RUNNERS

COMMERCIAL LANDSCAPING, INC.

3851 CENTER LOOP, ORLANDO, FL 32808
TEL. 407.306.0800 FAX. 407.306.0500

Estimate

Date	Estimate #
1/24/2019	4295

Name / Address

Brighton Lakes CDD
CO: Inframark
313 Campus Street
Celebration, FL 34747

Project

Description	Qty	Cost	Total
Viburnum hedge on blvd up to guard house			
Install 55, 15 gl Viburnum to fill in on blvd up to guard house	55	95.00	5,225.00
		Total	\$5,225.00
Acceptance of Estimate - The above prices, specifications are satisfactory and are hereby accepted. Blade Runners Commercial Landscaping Inc. is authorized to do the work as specified.		Approval Signature	

7B.



COMMERCIAL LANDSCAPING, INC.

3851 CENTER LOOP, ORLANDO, FL 32808
TEL. 407.306.0600 FAX. 407.306.0500

Estimate

Date	Estimate #
8/23/2019	4388

Name / Address

Brighton Lakes CDD
CO: Inframark
313 Campus Street
Celebration, FL 34747

Project

Description	Qty	Cost	Total
Drainage for the tennis courts			
Install 45 feet of drainage pipe along the side of the tennis court add 2 t adaptors to bring it out 20 on each side and under the side walk to the street and install a 12x 12 drain box on each side.		2,750.00	2,750.00
When we install the pipe beside the tennis court it will need to be dug out 18 inch deep with socked drain pipe and a 6 inch layer of drainage rock on bottom and top of pipe to keep the flow of water going.			
		Total	\$2,750.00
Acceptance of Estimate - The above prices, specifications are satisfactory and are hereby accepted. Blade Runners Commercial Landscaping Inc. is authorized to do the work as specified.		Approval Signature	

Ninth Order of Business



MEMORANDUM

TO: Brighton Lakes Community Development District
Board of Supervisors

FROM: Tucker F. Mackie

RE: Updated Provisions of the District's Rules of Procedure

DATE: September 5, 2019

Please find attached to this memorandum an updated version of the Brighton Lakes Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at TuckerM@hgslaw.com or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

AMENDED AND RESTATED
RULES OF PROCEDURE

COMMUNITY DEVELOPMENT DISTRICT

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Rule 1.0 General.

- (1) The _____ Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by ~~resident electors~~ the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located, ~~and~~ and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference ~~shall be entitled to vote and take all other action as though physically present.~~
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and

conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in ~~the~~this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07., 119.0701, 190.006, ~~119.07,~~ Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language:- "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language:- “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and~~ an agenda of the meeting/hearing/workshop. The ~~notice and~~ agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least ~~seventy-two (72) hours~~ seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneysattorney must request such session at a public meeting. ~~–~~ Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. ~~–~~The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy

related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286,0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
 - (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ~~sixty (60)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~fifty~~two hundred thousand dollars (\$~~50~~200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under ~~The~~the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable ~~federal licenses in good standing, if any;~~

~~(b) Hold all required applicable~~ state professional licenses in good standing;

~~(b) Hold all required applicable federal licenses in good standing, if any;~~

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications.

Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the ~~audit~~auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of ~~Audit~~Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an ~~audit~~auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee ~~should~~shall include at least three individuals, ~~some or all~~at least one of ~~whom may~~which must also ~~serve as members~~be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable ~~federal~~state professional licenses in good standing, ~~if any~~;
- (ii) Hold all required applicable ~~state professional~~federal licenses in good standing, ~~if any~~;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) ~~Understanding of scope of work;~~
 - ~~(iv)~~—Ability to furnish the required services; and
 - ~~(iv)~~ Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm’s qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms’ respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm- or document in its public records the reason for not selecting the highest-ranked qualified firm.

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. ~~Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.~~
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

~~(a)~~ (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as~~including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor~~contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as~~ including but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting; and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) ~~proposals~~Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no ~~proposals~~Responsive Proposals are received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand

delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing~~
~~accord~~Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations. be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) ~~bids, proposals, replies~~ Responsive Bids, Proposals, Replies, or ~~responses~~ Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer~~ a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.~~ a maximum period of five (5) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

~~Rule 3.11 Protests~~ **With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

Rule 3.11 Protests

with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- ~~(e)~~ ~~If~~ (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require

any person who files a notice of protest ~~to~~must post ~~a~~the protest bond ~~in the. The~~ amount ~~equal to 1% of the anticipated contract amount that is the subject of the protest~~ bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, ~~2018,20~~, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Tenth Order of Business

10A.

RESOLUTION 2019-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE BRIGHTON LAKES COMMUNITY DEVELOPMENT
DISTRICT ADOPTING RULES RELATING TO PARKING
AND PARKING ENFORCEMENT; AND PROVIDING FOR
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Brighton Lakes Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, policies, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the District desires to adopt *Rules Relating to Parking and Parking Enforcement* (“Rule”), attached hereto as **Exhibit A** and incorporated herein, pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*; and

WHEREAS, the District has properly noticed for rule development and rulemaking regarding the Rule and a public hearing was held at a meeting of the Board on September 5, 2019; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein.

SECTION 2. The District hereby adopts the Rule, attached hereto as **Exhibit A**.

SECTION 3. If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[Continue onto next page]

PASSED AND ADOPTED this 5th day of September, 2019.

ATTEST:

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rule Relating to Parking and Parking Enforcement

Exhibit A

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO PARKING AND PARKING ENFORCEMENT

In accordance with Chapters 190 and 120 of the Florida Statutes, and on September 5, 2019 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Brighton Lakes Community Development District adopted the following rules to govern parking and parking enforcement. This rule repeals and supersedes all prior rules governing the same subject matter.

SECTION 1. INTRODUCTION. This Rule authorizes parking in designated areas and the towing/removal of unauthorized vehicles and vessels parked on certain Brighton Lakes Community Development District (“**District**”) property designated as a “Tow-Away Zone,” which areas are identified in **Exhibit A** attached hereto.

SECTION 2. DEFINITIONS.

- A. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- B. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. *Parked.* A vehicle or vessel left unattended by its owner or user.
- D. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

SECTION 3. DESIGNATED PARKING AREAS. Vehicles and vessels may be parked on District property, only as indicated on **Exhibit A**, and as set forth below:

- A. **DISTRICT ROADWAYS.** Please refer to Chapter 316, *Florida Statutes*, and Chapters 16 and 22, Osceola County Code of Ordinances, for laws related to authorized and unauthorized parking of vehicles or vessels on District roadways.
- B. **AMENITIES AREAS.** Vehicle parking is permitted for residents and guests of residents (as defined in the Recreational Center Policies and Procedures adopted by the District Board of Supervisors) and District staff, employees and vendors/consultants only, during the hours set forth below. **ABSENT AN APPLICABLE EXCEPTION AS SET FORTH HEREIN, THERE IS NO PARKING IN THE AREAS IDENTIFIED BELOW EXCEPT WITHIN THE STATED HOURS:**

AMENITY PARKING AREA	HOURS
Recreation Center	5:30 AM to 10:30 PM

- C. OTHER DISTRICT COMMON AREAS.** Vehicle parking is permitted for District staff, employees and vendors/consultants only, in relation to active projects or construction-related activities. No other parking is permitted in these areas at any time.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES.

- A. DISTRICT TOW-AWAY ZONES.** All District property in which parking is prohibited as set forth in Section 3 herein, either entirely or during specific hours, or is otherwise identified in **Exhibit A** attached hereto, is hereby declared a Tow-Away Zone. To the extent that parking on District property is only prohibited during specific hours, that portion of District property shall only be considered a Tow-Away Zone during the period of time in which such parking is prohibited.
- B. DISTRICT ROADWAYS.** In the event that residents or guests are parking on District or County roadways in contravention of state law and/or local ordinances, the District Manager shall contact the Osceola County Sheriff's Office to enforce such parking regulations.

SECTION 5. EXCEPTIONS.

- A. VENDORS/CONTRACTORS.** The District Manager may authorize vendors/consultants in writing to park company vehicles without charge and in order to facilitate District business. All vehicles so authorized must be identified by a vendor window pass, or have company vehicle signage clearly visible.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations in the areas identified in Section 4 herein, and shall identify the hours in which the area is designated as a Tow-Away Zone, if applicable, in accordance with section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle or vessel, the District Manager must verify that the subject vehicle or vessel was not authorized to park under this rule during the period in question, and then must contact a firm authorized by Florida law to tow/remove vehicles and vessels for the removal of such unauthorized vehicle or vessel at the owner's expense. The vehicle or vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

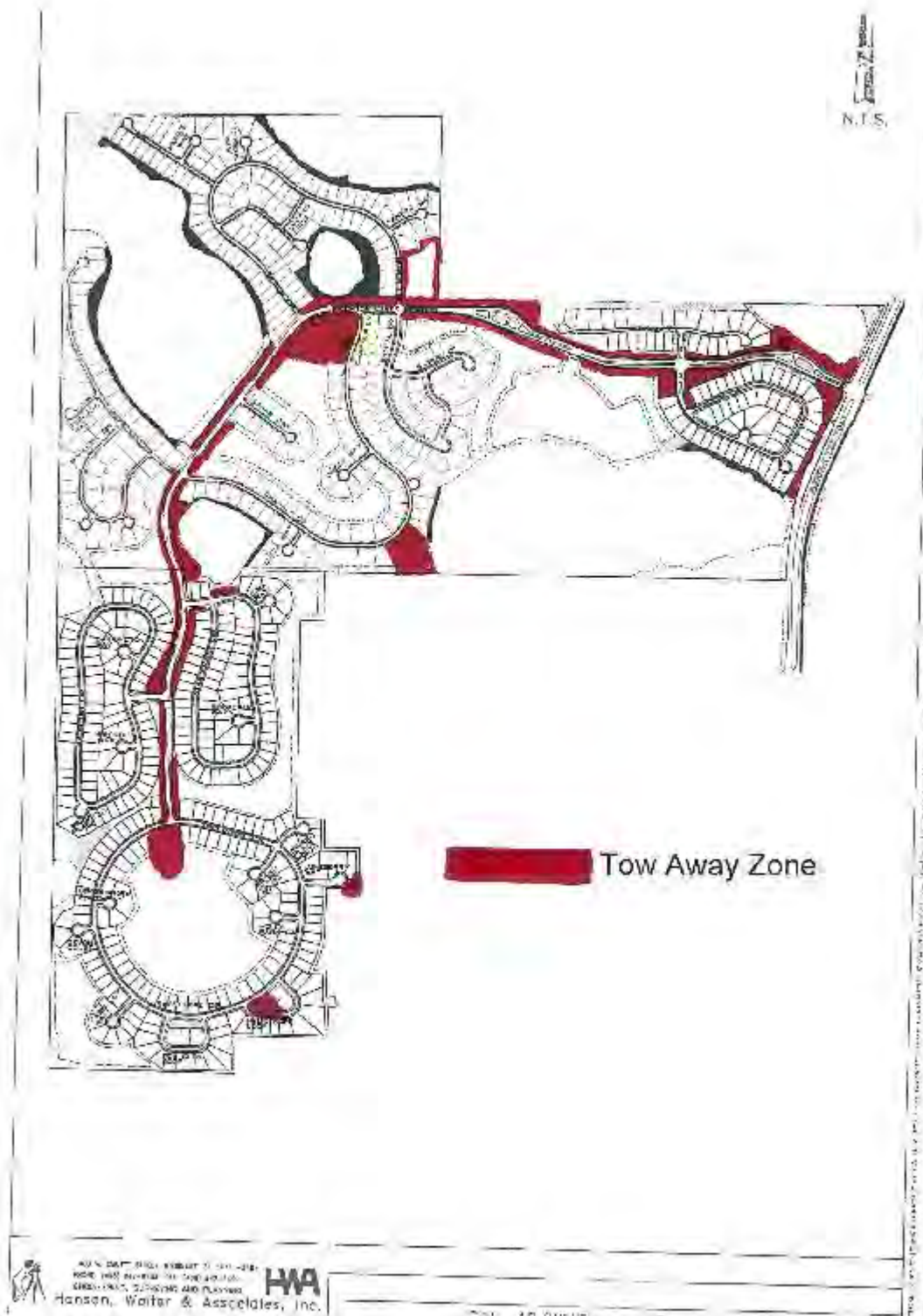
C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and vessels from the District's Tow-Away Zones in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles or vessels may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or vehicles or vessels.

EXHIBIT A – *Map of Tow-Away Zones*

Specific Authority: §§ 120.54, 190.011(5), and 190.041, *Fla. Stat.*
Effective date: September 5, 2019

Exhibit A
Map of Two-Away Zones



Eleventh Order of Business

11A.

ADA Site Compliance



Brighton Lakes CDD

Website Compliance And Accessibility

Our Firm

ADA Site Compliance is a leader in mitigating legal risks, auditing, and the remediation of issues associated with websites and documents that are not in compliance with the Americans with Disabilities Act (ADA). Our team includes technical experts in coding, auditing, captioning, WCAG standards, website & PDF compliance, accessibility, and usability.



How Do People With Disabilities Use My Website?

Agenda Page 118

HEARING IMPAIRED

Anything That Can Be Heard
(Videos, Sound Bites, Etc.)
Must Have A Written
Description.

VISUALLY IMPAIRED

Screen Reader Software Audibly
Reads The Visual Parts of Your
Website. Items Such As Pictures
And Buttons Must Have Text
Descriptions Added In The Code.

PHYSICALLY IMPAIRED

If Unable To Use A Mouse,
Website Navigation Must
Be Possible Using 100s Of
Keyboard Shortcuts.



"Accessible Design is Good Design"

Steve Ballmer
Former CEO Microsoft

Costs – Reputational & Monetary

- Lawsuits are on the rise, and continuing to increase significantly.
- The Department of Justice has backed many lawsuits.
- It is extremely expensive to hire attorneys and pay associated fees.
- Related costs include: human capital, unwanted negative PR, stress on your overall business, and reputational damage perpetuated via viral posts on traditional and social media.

**“We Believe Very Deeply That
Accessibility Is A Human Right”**

**Tim Cook
Apple CEO**



What Your Business Needs

Agenda Page 120



ComplianceShield

A certificate is placed on your website indicating that you have a compliance plan in place. Acting as a deterrent against surf-by lawsuits; letting all website visitors know that you are actively working toward website compliance, accessibility and usability for all.



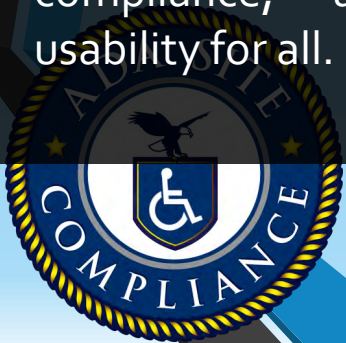
SiteAccessibility Policy

A compliance plan detailing the efforts that your company is making to ensure that your website is accessible in accordance with the Americans with Disabilities Act. Providing alternative contact information for users who get “stuck”, and become unable to navigate the website.



ComplianceAudit Report

A detailed audit report indicating which lines of code need to be corrected, along with screen shots and text descriptions of each. Allowing those tasked with making corrections to clearly understand the accessibility issues affecting your site and the steps needed to correct them.



Website Errors

A byproduct of our website auditing is that we find things that are “broken” on your website. Tweaking and correcting with ADA accessibility in mind will work simultaneously to increase the overall usability of your site.

- Videos That Are Unable To Be Loaded
- Images, Links And Buttons Missing Alt-Tags
- Broken Links

Correcting issues will reduce user frustration, providing a positive effect on your websites search engine optimization and rankings.



Most Website Developers are NOT Experts at Auditing Websites & Documents for Compliance

Auditing correctly the first time saves you time and money.



**Without Human Expert Auditing, your website and PDFs
WILL NOT be compliant, accessible, and usable.**

Our teams will work together toward the goal of achieving accessibility, usability, and compliance for your website. Proper implementation of strategies and timelines will allow us to achieve all.

Utilizing technology driven and human expert auditing will provide WCAG level reporting that will be the basis for correcting the issues. Ongoing support will be provided to the team at Brighton Lakes CDD via video conferencing, screen sharing, email, and telephone.

ADA Site Compliance will play an active role during your remediation process. Our mutual goal is for the team at Brighton Lakes CDD to acquire a high level of expertise and understanding of website accessibility and compliance. Enabling them to properly design, develop, and code future projects; thereby mitigating compliance issues prior to updates going live.



We Provide Thorough And Rigorous Support To Our Clients

Our CTO, Scott Rubenstein, will oversee the auditing process of your website. Scott will evaluate how updates are currently implemented and suggest best practices and improvements for future compliance control and oversight. Sharing his expertise with your team, and providing a valuable technical resource, Scott will ensure that your remediation process is streamlined for success.

Scott Rubenstein has been a professional application developer and designer for more than 20 years. Utilizing his technical skills, along with his entrepreneurial goals, he has been partnered in multiple highly successful businesses. He has received praise and accolades throughout his career for his out-of-the-box thinking and creativity in his solutions. Scott is a survivor of the terrorist attacks of 9/11 and was fortunate to escape tower 2 of the World Trade Center prior to its collapse. He returned to New York City soon after, playing an integral role in restoring critical systems. He subsequently became an expert in building and securing websites across a multitude of industries. Scott has a passion, and a high level of expertise, for understanding the coding languages utilized in building and developing website, and how proper coding can enable websites to be compliant, accessible, and usable by all.

Free and/or Technological (automated) Auditing and Testing Tools Find Less Than 30% of Compliance Issues

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FREE online tools, such as Wave, WILL NOT make your website compliant with the WCAG. These tools find approximately 20% of accessibility issues. Our technological auditing tool finds approximately 30% of accessibility errors.

Human Expert Auditing MUST be performed to make your website compliant.

Human Expert Auditing uncovers approximately 70% - 80% of accessibility issues.



Our team of experts will support you throughout the process to ensure success.

Lawsuits Are Mounting And Will Increase

- **Average Costs Can Easily Exceed Six Figures**
- **320% Increase In ADA Website Lawsuits Filed In Recent Years**
- **A Significant Increase in Lawsuits is Expected Moving Forward**



\$800,000+
Legal Fees & Costs



TARGET

\$6,000,000+
Legal Fees & Costs



Profitability

Accessibility



Auditing

Compliance



Date: April 29, 2019
Re: Compliance Remediation of the Brighton Lakes CDD Website

This proposal is for the Brighton Lakes CDD website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals. A detailed Scope of Work will be provided, and agreed upon, prior to the start of the project.

Human Expert Auditing

WCAG Standards

Expert level human auditing on the agreed upon pages.

Auditing performed utilizing screen reader software and keyboard shortcuts.

Detailed reports provided for each round.

Technological Auditing

WCAG Standards

Technological auditing of the agreed upon pages.

Detailed Reports

Accessibility Policies and Compliance Shields

Indication to all website visitors that compliance, accessibility, and usability are a priority.

Provides contact information (phone and/or email) for users who find inaccessible areas of the website.

PDF Auditing and Remediation

PDFs remediated by human experts providing the highest level of accuracy.



PDFs - Fully Remediated Documents

- ☐ \$3.95 Per Page (minimum \$100) - Human Expert Auditing and Remediation
- ☐ \$54,105 13,697 Pages on Current Website - Audited by Human Experts, Remediated, and Posted to the New Website

Website Redeveloped and Redesigned for Compliance and Accessibility

- ☐ \$4,140 Website Auditing and Remediation – Performed by Human Experts in Design and Coding
Annually \$1,840 - Quarterly Technologic Auditing, Customized Accessibility Policy,
Compliance Shield, Consulting, Theme Updates and Assistance with New Data Compliance

The annual fee is waived for year 1

Brighton Lakes CDD Representative

ADA Site Compliance Representative

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____



Contact Information

ADA Site Compliance LLC

Scott Trachtenberg, Chief Executive Officer

(561) 258-9515 Direct

(561) 258-9300 Office

scott@adaSiteCompliance.com

adaSiteCompliance.com



**"If you think compliance is expensive,
try non-compliance."**

Former Deputy U.S. Attorney General Paul McNulty

11B.

Proposal For Brighton Lakes CDD

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(URL: <https://www.brightonlakescdd.org/>) Website Type: Small

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 th , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi



Your website gets 2 Compliance Seals

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal*

(* Human Audit Contract required. Please email contact@vglobaltech.com for audit proposal)



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit <https://vglobaltech.com/website-compliance/> for details.

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Any violations are punishable under the law and shall be prosecuted.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

Website Complexity: **Small Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.
All costs below are per website / CDD:**

3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start for ADA and WCAG compliance requirements – ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)
7.	Web Design Total: \$3250/- (one time)

3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the previous section.

Maintenance contract is required to receive VGlobalTech's proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Assist with ADA Website Compliance tasks for current / new website on an ongoing basis – All new webpages and content that is put on the website – Customer must notify what updates are made (<i>content shall be uploaded by client, VGlobalTech shall provide feedback on the content ADA requirements – This is as per customers' request. Please contact VGlobalTech if a full maintenance, including content upload is required</i>)
2.	PDF Documents conversion (to Text, HTML etc) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software is included as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents you can convert using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
	<p>Monthly Maintenance: (starts after initial compliance engagement quoted above is complete): \$1000 /- (annually – can be broken into equal monthly charges)</p> <p>*support beyond 8 hrs / month shall be billed at \$55 / hr separately **Annual maintenance can be broken up into smaller monthly bills.</p>
4.	<p>Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:</p> <p>\$600 / year</p>
	Total Maintenance and Hosting: \$1600 / year

3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Together we are now able to provide not one but two compliance seals for all our customers:

1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

Cost for Technical and Human Audits:

\$1200 / Four Audits per Year

(paid as a onetime fee) (Seals renewed every quarter) (Audits are conducted by VGlobalTech and LightHouse Agency together)

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:

☐ **Option1: Website only**

Section 3.1: One time (website conversion and compliance cost):

☐ **Option2: Website and Monthly Maintenance w/ Hosting**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

☐ **Option3: Website and Quarterly Audits**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.3 Quarterly Technical and Human Audit Testing

☐ **Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

+

Section 3.3 Quarterly Technical and Human Audit Testing

Signatures:

For Customer

Date

VB Joshi

For VGlobalTech

Date

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

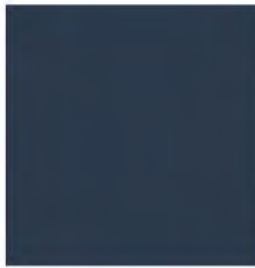
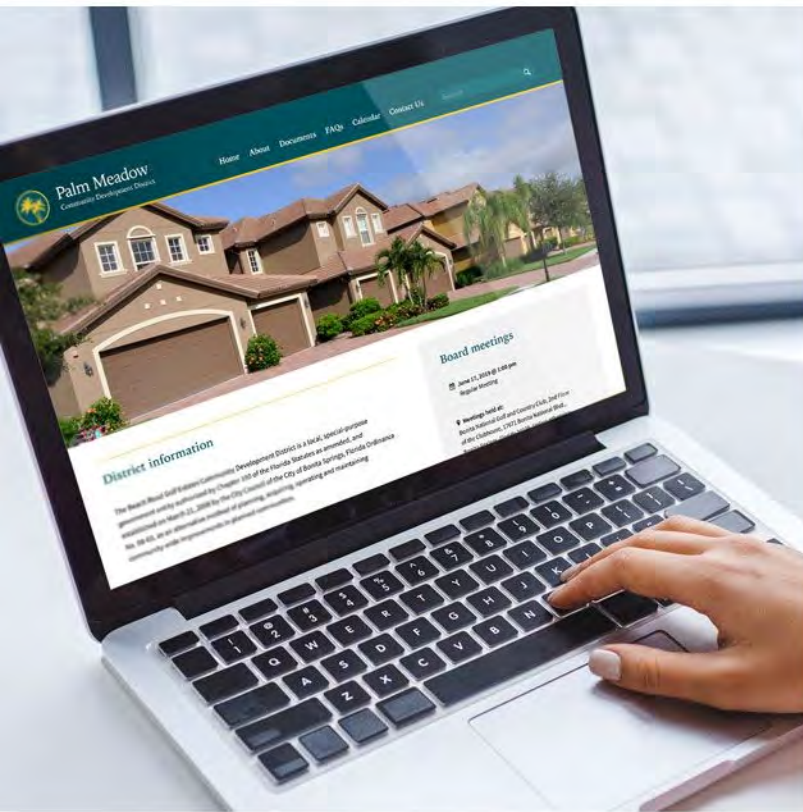
Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



11C.



Keeping your community informed. And you compliant.

Brighton Lakes Community Development District

Proposal date: 2019-06-21

Proposal ID: AHRRE-TMPPB-NZWDA-A9YT2

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Ted Saul

Director - Digital Communication

 Certified Specialist



Pricing

Effective date: 2019-06-21

Implementation	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation 	1	\$2,075.00
Ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly site reporting, monitoring and error corrections 	1	615.00
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of up to 750 PDF pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard 	750*	\$937.50
Social Media Manager		Included
Total:		\$3,627.50

*Maximum PDF pages per 12 month period



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

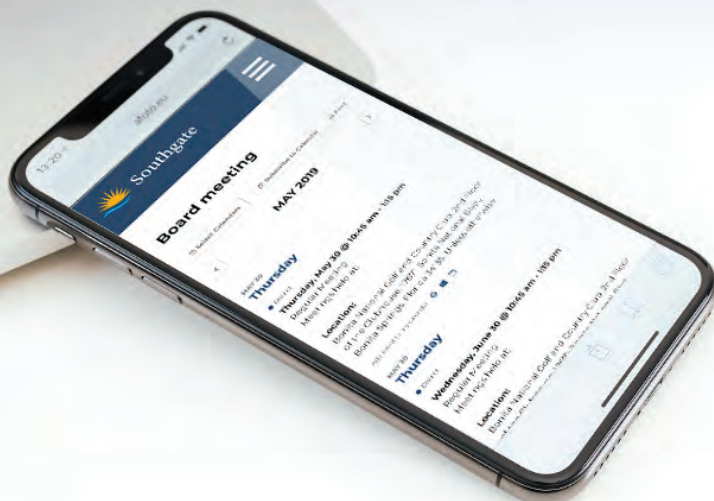


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
 5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will

provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

AGREEMENT BETWEEN THE Brighton Lakes COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

This Agreement ("Agreement") is entered into as of 2019-06-21 by and between:

Brighton Lakes Community Development District, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 313 Campus Street, Celebration, FL 34747 (the "**District**"), and

Innersync Studio, Ltd., d/b/a Campus Suite, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

Whereas, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

Whereas, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

Whereas, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

Whereas, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

Whereas, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

Now, therefore, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Section 2. Scope of Work. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. Initial Website Remediation. Contractor shall migrate the District’s existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, “WCAG”). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District’s engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor’s ADA compliance shield, seal or certification for display on the Website (“Compliance Shield”);
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide “mobile friendly” or “mobile versions” of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;

- ix. secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. Maintenance. Starting October 1, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request.
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request.
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;
- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades

are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards

C. Additional Services. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

Section 3. Compensation. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. Initial Website Remediation. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of \$2,075.00 [plus (\$0.98) per page remediated pursuant to Section 2(A)(ii)]. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

B. Maintenance. For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019 the District shall pay Contractor (\$1,515.00) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

C. Additional Conversions. For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

D. Invoices; Payment. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

Section 4. Term and Termination.

A. Term. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. Termination. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then

Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

Section 6. Intellectual Property.

A. Contractor Materials. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. The District Materials; Publicity and Trademarks. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to

address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "District Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. Right to Display Contractor's Compliance Shield / Accessibility Policy. Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content 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 _____ ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT () - , @ .COM, OR AT , FLORIDA .

Section 8. Indemnity.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 9. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

Section 10. General Provisions.

A. Conflicts. The terms of this Agreement and Exhibit A are intended to complement each other, and to the extent they conflict, the terms of Exhibit A shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to Exhibit A; in all other respects, the provisions of this Agreement shall control.

B. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. Independent Contractor. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the

laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of _____, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. 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.

G. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. Default and Protection against Third-Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. Notices. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor:

Innersync Studio, Ltd.,
d/b/a Campus Suite
752 Dunwoodie Drive
Cincinnati, Ohio 45230

Attn: Steven Williams

If to District:

Brighton Lakes Community Development District

Attn: District Manager

With a copy to:

Hopping Green & Sams PA

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301

Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

J. Entire Agreement. This Agreement, together with Exhibit A, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

L. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. Amendments. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement

due to any cause beyond the party's reasonable control, including, without limitations, an “act of God,” fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. Waiver. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. Descriptive Headings. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

In witness whereof, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST: Brighton Lakes COMMUNITY DEVELOPMENT DISTRICT

_____.
Secretary Chairperson, Board of Supervisors . Date

Print name

WITNESS: INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, an Ohio limited liability company

_____.
Print Name: By: Steven Williams, (Title) . Date

Exhibit A: Proposal for Services

Implementation	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation 	1	\$2,075.00
Ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly site reporting, monitoring and error corrections 	1	615.00
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of up to 750 PDF pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard 	750*	\$937.50
Social Media Manager		Included

Twelfth Order of Business

12A.



LETTER OF AGREEMENT

July 30, 2019

Mr. Bob Koncar
Brighton Lakes Community Development District
313 Campus Street
Celebration, FL 34747

Re: **Brighton Lakes – Emergency Access at Juneberry Way**
HWA Job #3758-43

Dear Mr. Koncar:

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with your proposed project as follows:

Project Description:

Our understanding of the project is that it is desired to consider making improvements to the existing emergency access route at the end of Juneberry Way in Brighton Lakes, Phase 2, Parcel J to improve the accessibility, durability, and signage such that residents may be able to use it during an emergency.

Scope of Services:

With the above project description in mind, this scope of services includes both surveying and engineering consulting services.

Professional Land Surveying Services:

1. Prepare a boundary and topographic survey of the emergency access tract from the end of Juneberry Way to the end of Fountainbleu Blvd. in the adjacent neighborhood to include all above ground improvements including trees and other hardscape features..... **\$ 1,500.00**

Civil Engineering Services:

1. Provide due diligence review and research regarding improvements to the existing emergency access tract at the end of Juneberry to include meeting with County Staff to determine options and the process for approval, a geotechnical engineer, preliminary cost estimate(s), addressing or answering CDD Board, Management and Staff questions or requests
..... **Time & Materials Budget up to \$ 3,000.00**

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Exclusions

This fee does not include construction plans, planning and zoning services, structural engineering, permitting services, transportation engineering analysis, landscape plans, site lighting, site permitting, environmental analysis, geotechnical engineering, relocation of existing utilities or gas mains, listed species permitting, construction stake-out surveying, construction management, post-construction as-built land surveying, or application & courier fees.

Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Work Not Specified

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Per Diem Services".

Hourly Charges

Hourly work will be billed at our current prevailing per diem rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours of 8 AM to 5 PM Monday through Friday will be billed at 1½ times the direct labor cost and overhead as overtime. No overtime work shall be performed or invoiced without prior Client approval.



8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
 Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
 Website: www.hansonwalter.com

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Permit and Application Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review or permit fees, or other charges assessed by said agencies. These fees shall be paid for by the Client.

Reproduction and Outside Service Fees

The above service fees include the cost of printing and/or reproduction necessary for permitting submittals and approvals plus five (5) additional sets of drawings and documents for the Owner. Additional copies of documents and/or drawings will be invoiced to you as direct charges as per "Schedule of Fees for Professional Services."

Invoicing and Payment

A Retainer will not be required prior to the work being performed. All work will be invoiced approximately the 20th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

Design Professionals Contractual Limitation on Liability

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. **PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

Page 4

Acceptance

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.

Termination

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Sub-Consultants.

Acceptance of Proposal

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This Proposal Accepted By


 Mark Vincutonis, P.E.

 7-30-19

 Date

 Client

 Date

w/attachment

**HANSON. WALTER & ASSOCIATES. INC.**

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

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 Website: www.hansonwalter.com

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

<u>CONSULTING SERVICES</u>		<u>\$/HR.</u>
A.	Senior Principal	\$ 200.00
B.	Principal	150.00
C.	Project Manager	125.00
D.	Engineer	85.00
E.	Land Planner	75.00
F.	Senior Engineering Technician (CAD)	70.00
G.	Senior Design Technician (CAD)	65.00
H.	Design Technician (CAD)	60.00
I.	Surveying Services	
1.	Survey Field Crew	125.00
2.	GPS Survey Crew	135.00
3.	Principal Land Surveyor	105.00
4.	Associate Land Surveyor	95.00
5.	Senior Technician (CAD)	75.00
6.	Computer Technician (CAD)	70.00
J.	Secretarial Services	37.00
K.	Miscellaneous Expenses	
	a. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
	b. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
	c. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
	d. Xerox Copies, ea. mass reproduction	.25
	e. Xerox Copies of Original Survey 8½" x 14"	5.00
	Plus each additional	1.00
	f. Travel, per mile, portal to portal	.40
	g. Printing, Graphics, Postage, etc.	Cost + 20%
	h. Long Distance Telephone Charges	Cost + 20%
	i. Out of Town Expenses (Overnight)	Cost + 30%
	j. Sub-Consultant Services, Laboratory, Testing, etc.	Cost + 15%
	k. Permit and Application Fee Advances	Cost + 10%
	l. Overnight Deliveries	Cost + 20%
	m. Courier Services	Cost + 20%

For sworn testimony at depositions and hearings, etc., the above rates will be doubled.

For services in court, the above rates will be doubled with a minimum of an eight hour day charged for each day of appearance.

Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

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Website: www.hansonwalter.com

Client Profile

Contact Information

Date:

Company Name:
Address:
Main Phone:
Additional Phone:
Main Fax:
Main E-Mail:

Billing Contact:
Billing Address:
Phone:
Fax:
E-Mail:

Job Contact:
Phone:
Mobile Phone:
E-Mail:

-----HWA Administrative Use Only-----

Job #
Project Name
Project Manager
Engineer

Distribution: 1) Accounting, 2) Project Coordinator, 3) Administrative Team



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Website: www.hansonwalter.com

Letter of Authorization

Date_____

RE: **Celebration Downtown Bollards / Osceola County**

To Whom It May Concern:

This letter does hereby authorize Hanson, Walter & Associates, Inc. to act as representative for

(Owner/Applicant)

with the respective reviewing/permitting agencies in an effort to receive all approvals necessary for the required permitting for the above referenced project located in Osceola County, Florida.

By execution of this document, the Owner does hereby allow Hanson, Walter & Associates, Inc. access to the site in order to fulfill the requirements of the contract.

If you have any questions, please contact me at _____.

Sincerely,

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20____, by _____, who is personally known to me, or who
(name of person making statement)

produced _____ as identification.

SEAL:

Notary Public Signature:_____



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12B.



May 13, 2019

Mr. Bob Koncar
District Manager
Brighton Lakes Community Development District
313 Campus Street
Celebration, FL 34747

**Re: Consulting Engineer's Report, Section 9.21 of the Master Trust Indenture
Brighton Lakes Community Development District
HWA# 3758-43**

Dear Mr. Koncar:

Hanson, Walter & Associates, Inc., in accordance with Section 9.21 of the Master Trust Indenture, has completed our annual review of the portions of the project within the Brighton Lakes Community Development District. We have performed an overall site inspection of District owned facilities and are relying on District sources we believe as credible and what has been represented to us is accurate to the best of our knowledge. We find these portions have been maintained in sufficiently good repair with the following exceptions as listed below and as located on the attached map.

1. Curb inlet at this location is blocked by a wooden log inside the inlet.
This can be completed by the landscape staff.
2. The curb inlets and curbs at these locations have severe damage where concrete has been broken and the rebar is exposed:
 - a. 2556 Volta Circle (Phase 1F)
 - b. 2540 Volta Circle - 2 inlets (Phase 1F)
 - c. 2514 Volta Circle (Phase 1F) (Across the street from the house)
 - d. Inlet at the corner of Maracaibo Dr. and Brighton lakes Blvd (Phase 1A)
 - e. 2431 Maracaibo Dr. (Phase 1G)
 - f. 2702 Patrician Circle. (Phase 2H)
 - g. 4389 Fawn Lily Way (Phase 2J)
 - h. 2883 Sweetspire Circle (Phase 2J)

The estimated cost to repair with concrete patch is \$2,500.

3. The swale extending from Stormwater Pond C through the back of Kariba Court is over grown and needs to be cleared.
The estimated cost to clear the area is \$500.

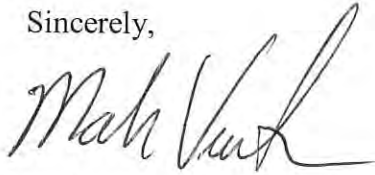
4. The bubble-up outflow structure (structure C-24) into Wetland F behind 2425 Huron Circle is not accessible due to overgrown vegetation (Phase 1B) and should be cleared. The estimated cost to clear the area is \$500.
5. Depressions have formed behind the following curb inlets indicating that there may be a leakage at a joint or crack where the inlet top sits on the manhole structure allowing dirt to wash into the inlet creating the depression over time:
 - a. 4304 Beil Court (Phase 1B)
 - b. 2800 Sweetspire Circle (Phase 2J)
 - c. 2813 Sweetspire Circle (Phase 2J)
 The estimated cost for a shallow excavation to inspect, seal any cracks or open joint, backfill and sod is \$2000.
6. The concrete slab on the mitered ends into pond B (structures B-32, B-36, B-39, and B-42) have eroded from underneath. The void space should be filled with dirt and re-sodded. The estimated cost for repair is \$800.
7. The double mitered end pipe section (structure I-5) inflow into Wetland B adjacent to Brighton Lakes Blvd. cannot be accessed due to overgrown vegetation (Phase 2H) and should be cleared. This can be completed by the landscape staff.
8. The mitered end pipe (structure J-101) inflow into Pond G and fabriform are severely damaged including cracks and loose or missing concrete. The mitered end and fabriform should be repaired. The estimated cost for repair is \$750.
9. A depression has been formed around Storm Manhole (structure J-101) indicating a potential leak which is causing the ground to collapse around it. The estimated cost for a shallow excavation to inspect, seal any cracks or open joint, backfill and sod is \$2500.
10. The bubble-up structure and spreader swale behind 2538 Baykal Drive has become overgrown with vegetation and should be cleared by landscape staff.
11. The pavement of Brighton Blvd, Phase 1 is cracking and shoving in several places. Spot repairs and or milling and resurfacing is being evaluated as part of the Board's annual budget discussions. The estimated cost to mill and resurface is \$785,000.

It is our opinion that the Operating Budget for the fiscal year 2019 is sufficient for proper maintenance of the Brighton Lakes Community Development District.

In addition, the current limits of insurance coverage for Hanson, Walter & Associates, Inc., are adequate in accordance with Section 9.14 of the Master Trust Indenture and the District carries insurance that is similar to other Districts we are familiar with and the coverage is typical of other Districts for the infrastructure that is managed by the District. However, insurance requirements in general are not an area of expertise of Hanson, Walter & Associates, Inc.

If you should have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Vincutonis". The signature is fluid and cursive, with a large initial "M" and a long, sweeping tail.

Mark Vincutonis, P.E.



HANSON. WALTER & ASSOCIATES. INC.

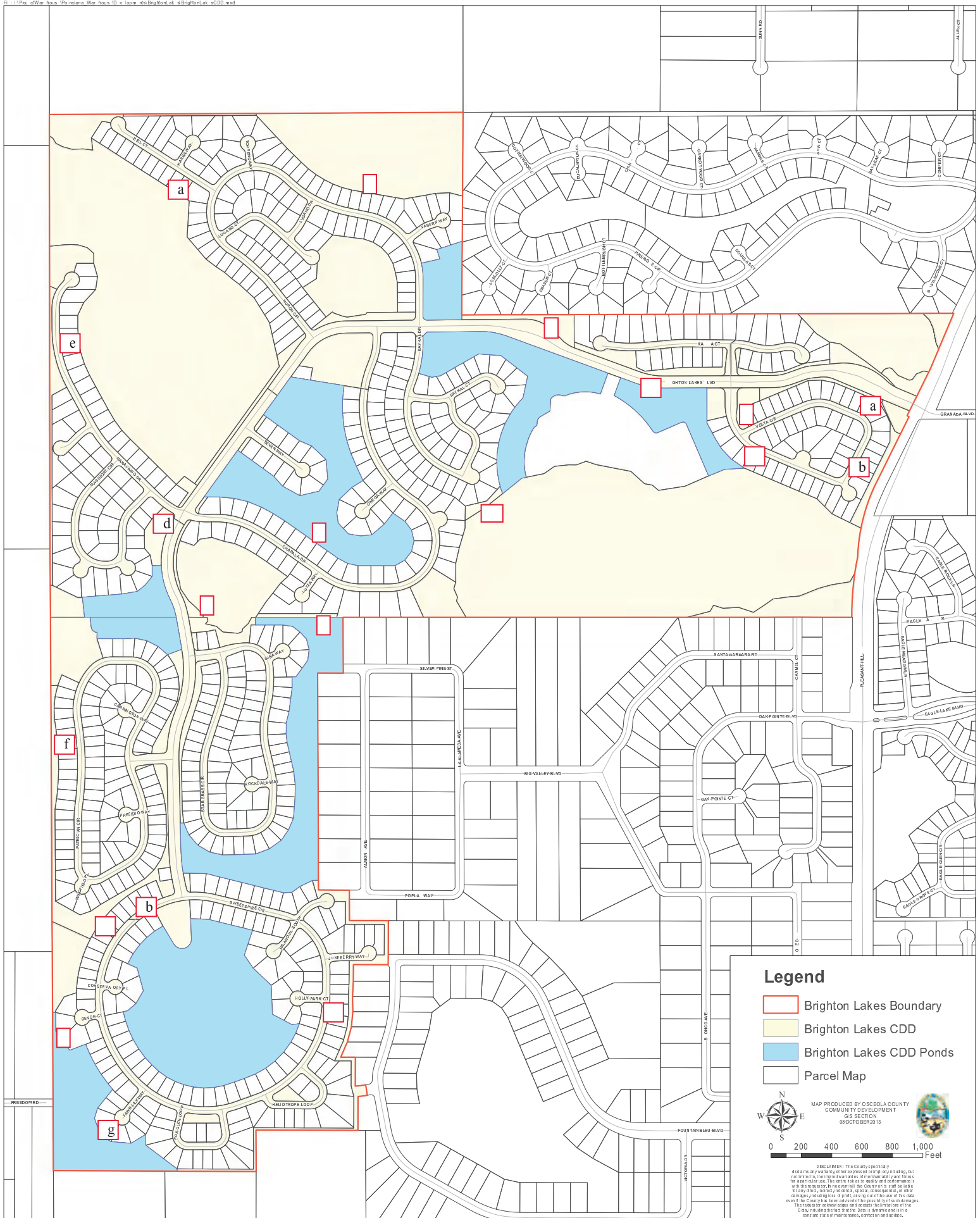
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Brighton Lakes Community Development District

Agenda Page 183

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Thirteenth Order of Business

13A.

BRIGHTON LAKES
Community Development District

Financial Report

July 31, 2019

Prepared by:



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<u>FINANCIAL STATEMENTS</u>	Page #
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BRIGHTON LAKES
Community Development District

Financial Statements

(Unaudited)

July 31, 2019

Balance Sheet
July 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 140,443	\$ -	\$ -	\$ 140,443
Due From Other Funds	-	4,155	4,354	8,509
Investments:				
Certificates of Deposit - 12 Months	290,006	-	-	290,006
Certificates of Deposit - 6 Months	105,527	-	-	105,527
Money Market Account	752,760	-	-	752,760
SBA Account	12,611	-	-	12,611
Reserve Fund	-	49,477	20,831	70,308
Revenue Fund	-	143,482	36,830	180,312
Prepaid Items	7,198	-	-	7,198
TOTAL ASSETS	\$ 1,308,545	\$ 197,114	\$ 62,015	\$ 1,567,674
<u>LIABILITIES</u>				
Accounts Payable	\$ 21,461	\$ -	\$ -	\$ 21,461
Accrued Taxes Payable	31	-	-	31
Sales Tax Payable	38	-	-	38
Due To Other Funds	8,509	-	-	8,509
TOTAL LIABILITIES	30,039	-	-	30,039
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	7,198	-	-	7,198
Restricted for:				
Debt Service	-	197,114	62,015	259,129
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:	328,508	-	-	328,508
TOTAL FUND BALANCES	\$ 1,278,506	\$ 197,114	\$ 62,015	\$ 1,537,635
TOTAL LIABILITIES & FUND BALANCES	\$ 1,308,545	\$ 197,114	\$ 62,015	\$ 1,567,674

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2019

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	\$ 7,917	\$ 14,138	\$ 6,221	148.82%
Room Rentals	100	75	192	117	192.00%
Interest - Tax Collector	-	-	415	415	0.00%
Special Assmnts- Tax Collector	837,157	837,157	837,157	-	100.00%
Special Assmnts- Discounts	(33,486)	(33,486)	(30,507)	2,979	91.10%
Gate Bar Code/Remotes	100	80	2,147	2,067	2147.00%
Access Cards	1,000	833	426	(407)	42.60%
Insurance Reimbursements	-	-	1,420	1,420	0.00%
TOTAL REVENUES	814,371	812,576	825,388	12,812	101.35%
EXPENDITURES					
Administration					
P/R-Board of Supervisors	6,000	5,000	8,000	(3,000)	133.33%
FICA Taxes	459	383	612	(229)	133.33%
ProfServ-Arbitrage Rebate	600	-	-	-	0.00%
ProfServ-Dissemination Agent	1,000	1,000	-	1,000	0.00%
ProfServ-Engineering	5,000	4,167	12,420	(8,253)	248.40%
ProfServ-Legal Services	12,000	10,000	37,701	(27,701)	314.18%
ProfServ-Mgmt Consulting Serv	49,762	41,468	41,468	-	83.33%
ProfServ-Property Appraiser	751	751	-	751	0.00%
ProfServ-Special Assessment	5,305	5,305	4,677	628	88.16%
ProfServ-Trustee Fees	8,450	8,450	7,758	692	91.81%
Auditing Services	4,046	4,046	4,000	46	98.86%
Communication - Telephone	5,000	4,167	2,502	1,665	50.04%
Postage and Freight	500	417	1,687	(1,270)	337.40%
Insurance - General Liability	8,708	8,708	9,648	(940)	110.79%
Printing and Binding	4,000	3,333	3,818	(485)	95.45%
Legal Advertising	800	667	3,017	(2,350)	377.13%
Miscellaneous Services	2,600	2,165	6,761	(4,596)	260.04%
Misc-Assessmnt Collection Cost	16,743	16,743	16,236	507	96.97%
Office Supplies	350	291	538	(247)	153.71%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	132,249	117,236	161,018	(43,782)	121.75%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Field</u>					
ProfServ-Field Management	41,390	34,492	34,492	-	83.33%
ProfServ - Field Management Onsite Staff	60,185	50,154	50,154	-	83.33%
Contracts-Landscape	164,064	136,720	153,625	(16,905)	93.64%
Electricity - General	65,000	54,166	43,441	10,725	66.83%
Utility - Water & Sewer	4,000	3,330	3,018	312	75.45%
R&M-Common Area	30,000	25,000	21,439	3,561	71.46%
R&M-Irrigation	5,000	4,167	2,646	1,521	52.92%
R&M-Lake	23,400	19,500	21,298	(1,798)	91.02%
Misc-Contingency	7,000	5,833	1,604	4,229	22.91%
Capital Reserve	46,820	-	44,825	(44,825)	95.74%
Total Field	446,859	333,362	376,542	(43,180)	84.26%
<u>Gatehouse</u>					
Contracts-Security Services	86,376	71,980	69,964	2,016	81.00%
Miscellaneous Services	16,935	14,113	5,855	8,258	34.57%
Total Gatehouse	103,311	86,093	75,819	10,274	73.39%
<u>Road and Street Facilities</u>					
R&M-Roads & Alleyways	1,000	750	3,142	(2,392)	314.20%
R&M-Signage	1,200	900	225	675	18.75%
Total Road and Street Facilities	2,200	1,650	3,367	(1,717)	153.05%
<u>Community Center</u>					
Contracts-Security Services	35,000	29,167	29,419	(252)	84.05%
R&M-Clubhouse	14,752	12,294	17,868	(5,574)	121.12%
R&M-Pools	35,000	29,167	16,355	12,812	46.73%
Miscellaneous Services	5,000	4,167	1,097	3,070	21.94%
Capital Reserve	40,000	-	48,135	(48,135)	120.34%
Total Community Center	129,752	74,795	112,874	(38,079)	86.99%
TOTAL EXPENDITURES	814,371	613,136	729,620	(116,484)	89.59%
Excess (deficiency) of revenues					
Over (under) expenditures	-	199,440	95,768	(103,672)	0.00%
Net change in fund balance	\$ -	\$ 199,440	\$ 95,768	\$ (103,672)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2018)	1,182,738	1,182,738	1,182,738		
FUND BALANCE, ENDING	\$ 1,182,738	\$ 1,382,178	\$ 1,278,506		

BRIGHTON LAKES
Community Development District

Debt Service Schedules

July 31, 2019

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2019

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	\$ 1,583	\$ 3,517	\$ 1,934	185.11%
Special Assmnts- Tax Collector	210,541	210,541	210,541	-	100.00%
Special Assmnts- Discounts	(8,422)	(8,422)	(7,672)	750	91.09%
TOTAL REVENUES	204,019	203,702	206,386	2,684	101.16%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessmnt Collection Cost	4,211	4,211	4,083	128	96.96%
Total Administration	4,211	4,211	4,083	128	96.96%
<u>Debt Service</u>					
Principal Debt Retirement	100,000	100,000	100,000	-	100.00%
Interest Expense	97,739	97,739	97,739	-	100.00%
Total Debt Service	197,739	197,739	197,739	-	100.00%
TOTAL EXPENDITURES	201,950	201,950	201,822	128	99.94%
Excess (deficiency) of revenues Over (under) expenditures	2,069	1,752	4,564	2,812	220.59%
<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	\$ 1,752	\$ 4,564	\$ 2,812	220.59%
FUND BALANCE, BEGINNING (OCT 1, 2018)	192,550	192,550	192,550		
FUND BALANCE, ENDING	\$ 194,619	\$ 194,302	\$ 197,114		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2019

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	\$ 200	\$ 167	\$ 276	\$ 109	138.00%
Special Assmnts- Tax Collector	220,651	220,651	220,651	-	100.00%
Special Assmnts- Discounts	(8,826)	(8,826)	(8,041)	785	91.11%
TOTAL REVENUES	212,025	211,992	212,886	894	100.41%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessmnt Collection Cost	4,413	4,413	4,279	134	96.96%
Total Administration	4,413	4,413	4,279	134	96.96%
<u>Debt Service</u>					
Principal Debt Retirement	138,000	138,000	138,000	-	100.00%
Interest Expense	71,306	71,306	71,305	1	100.00%
Total Debt Service	209,306	209,306	209,305	1	100.00%
TOTAL EXPENDITURES	213,719	213,719	213,584	135	99.94%
Excess (deficiency) of revenues					
Over (under) expenditures	(1,694)	(1,727)	(698)	1,029	41.20%
<u>OTHER FINANCING SOURCES (USES)</u>					
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)	\$ (1,727)	\$ (698)	\$ 1,029	41.20%
FUND BALANCE, BEGINNING (OCT 1, 2018)	62,713	62,713	62,713		
FUND BALANCE, ENDING	\$ 61,019	\$ 60,986	\$ 62,015		

Notes to the Financial Statements

July 31, 2019

General Fund

► **Assets**

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

■ **Prepaid Items** - Envera Gate Monitoring Services for August - \$7,198.

► **Liabilities**

■ **Accounts Payable** - Invoices for current month not paid in current month - \$21,461.

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

► **Fund Balance**

■ **Assigned To** - Reserves approved by 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 DSa** Special Assessments Tax Collector collections are 100% collected.

■ **2017 Series DSa** Special Assessments Tax Collector collections are 100% collected.

► **Expenses**

■ **2015 Series DSa** Principal Debt Retirement paid in full.

■ **2015 Series DSa** Interest Expense paid in full.

■ **2017 Series DSa** Principal Debt Retirement paid in full.

■ **2017 Series DSa** Interest Expense paid in full.

Notes to the Financial Statements

July 31, 2019

Financial Overview / Highlights

- ▶ Total Non-Ad valorem special assessments are 100% collected.
- ▶ The General Fund expenditures are at 90% of the YTD budget higher than the prorated 83%.
- ▶ Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% YTD Budget	Explanation
Expenditures				
<u>Administrative</u>				
ProfServ - Engineering	\$ 5,000	\$ 12,420	248%	Hanson Walter & Assoc - Fees related to: Attend workshops, review Wetland plans and plots (\$1,076), preconstruction meeting for pavement repair (\$1,161), prepare pavement mill and resurface map (\$2,103), Indenture site visit (\$3,205) & cost estimates for Split Blvd, update Wetland buffer, exhibit to show silt fence (\$3,063).
ProfServ-Legal Services	\$ 12,000	\$ 37,701	314%	Hopping Green & Sams - Fees related to: Utility Construction, landscape RFP documents, Brightview performance issues, prepare form of agreement with Blade Runners & attendance at board workshop by phone, Agreement for Pool repairs.
Miscellaneous Services	\$ 2,600	\$ 6,761	260%	Reserve Advisors - Reserve Advisors fee paid (\$5,650), ADA Site Compliance (\$199), Bank fees (\$548) & Inframark fees (\$362).
Office Supplies	\$ 350	\$ 538	154%	Inframark fees through July.
<u>Field</u>				
Contracts Landscape	\$ 164,064	\$ 153,625	94%	Only four months of Service - Brightview Oct - Nov (\$26,548), Blade Runners (new vendor) Feb - Jul (\$127,077).
Capital Reserve	\$ 46,820	\$ 44,825	96%	All Terrain Tractor Svc - Asphalt Repairs (\$44,825)
<u>Road and Street Facilities</u>				
R&M-Roads & Alleyways	\$ 1,000	\$ 3,142	314%	All Terrain Tractor Svc - Asphalt repairs (\$3,000).
<u>Community Center</u>				
R&M - Clubhouse	\$ 14,752	\$ 17,868	121%	Prestige Air Conditioning - Two A/C Systems (\$7,351), Terminix Pest Control (\$979), Home Depot Purchases (\$390), Bright House Networks - Phone/Internet (\$2,803), Enhanced Business Solutions - Pressure Washing/Roof Sealer (\$3,000).
Capital Reserve	\$ 40,000	\$ 48,135	120%	Pool Specialists of Florida - Pool resurfacing (\$41,542) & Serve US - Security Camera System (\$6,594).

BRIGHTON LAKES
Community Development District

Supporting Schedules

July 31, 2019

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%	66.00%	16.60%	17.40%
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
12/10/18	856,162	36,402	17,473	910,036	600,657	151,063	158,316
12/21/18	29,596	1,164	604	31,364	20,701	5,206	5,456
01/11/19	24,373	769	497	25,640	16,923	4,256	4,460
01/11/19	10,878	318	222	11,418	7,537	1,895	1,986
02/13/19	12,792	301	261	13,354	8,814	2,217	2,323
02/13/19	405	(1)	8	413	273	69	72
03/08/19	17,919	218	366	18,503	12,212	3,071	3,219
04/09/19	29,445	17	601	30,064	19,843	4,990	5,230
04/09/19	10,372	-	212	10,584	6,986	1,757	1,841
05/15/19	2,088	(50)	43	2,080	1,373	345	362
05/15/19	11,571	(344)	236	11,463	7,566	1,903	1,994
06/14/19	884	(26)	18	876	578	145	152
06/14/19	1,763	(52)	36	1,747	1,153	290	304
06/18/19	8,724	(259)	178	8,643	5,704	1,435	1,504
TOTAL	\$ 1,197,530	\$ 46,220	\$ 24,598	\$ 1,268,348	\$ 837,157	\$ 210,541	\$ 220,651
% COLLECTED				100%	100%	100%	100%
Total O/S				\$ -	\$ -	\$ -	\$ -

Cash and Investment Report
July 31, 2019

<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%	\$ 140,443
Certificate of Deposit- 6 Month	BankUnited	CD	8/25/2019	2.20%	\$ 105,527
Certificate of Deposit- 12 Month	BankUnited	CD	6/6/2020	2.42%	\$ 26,476
Certificate of Deposit- 12 Month	BankUnited	CD	3/22/2020	2.74%	\$ 263,529
Subtotal 12 mo CD's					\$ 290,006
Subtotal CD's					\$ 395,533
Money Market Account	BankUnited	MMA	N/A	1.75%	\$ 752,760
Operating Account- Fund A	SBA	Local Gov. Surplus Trust Fund	N/A	2.58%	\$ 12,611
GF Subtotal					\$ 1,301,347
<u>DEBT SERVICE FUNDS</u>					
Series 2015 Reserve Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 49,477
Series 2017 Reserve Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 20,831
Series 2015 Revenue Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 143,482
Series 2017 Revenue Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 36,830
DS Subtotal					\$ 250,620
Total					\$ 1,551,967

Brighton Lakes CDD

Bank Reconciliation

Bank Account No. 8978 BB&T - GF Checking
Statement No. 07-19
Statement Date 7/31/2019

G/L Balance (LCY)	140,442.94	Statement Balance	163,993.88
G/L Balance	140,442.94	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	163,993.88
Subtotal	140,442.94	Outstanding Checks	23,550.94
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	140,442.94	Ending Balance	140,442.94
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
3/13/2019	Payment	3193	THE POOL SPECIALIST OF FLORIDA, INC.	22,553.50	0.00	22,553.50
7/15/2019	Payment	3272	MARCIAL RODRIGUEZ	183.87	0.00	183.87
7/15/2019	Payment	3274	GERALD E. FRAWLEY	0.00	0.00	0.00
7/26/2019	Payment	3285	MARCIAL RODRIGUEZ	183.87	0.00	183.87
7/30/2019	Payment	3288	MARK A. PETERS	184.70	0.00	184.70
7/31/2019	Payment	3289	HANSON, WALTER & ASSOCIATES	445.00	0.00	445.00
Total Outstanding Checks.....				23,550.94		23,550.94

13B.

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 6/1/2019 to 7/31/2019
(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	3239	06/05/19	ACE HOME & SUPPLY CENTER	CM46128/1	RETURNED MERCHANDISE	R&M-Common Area	546016-53901	(\$47.88)
001	3239	06/05/19	ACE HOME & SUPPLY CENTER	62502/1	6 PACK OF LIGHT BULBS	R&M-Common Area	546016-53901	\$15.99
001	3239	06/05/19	ACE HOME & SUPPLY CENTER	61782/1	STREET LIGHT REPAIRS	Misc-Contingency	549900-53901	\$131.88
001	3276	07/19/19	ACE HOME & SUPPLY CENTER	66439/1	FLOOD LIGHT FIXTURE / BULBS	R&M-Common Area	546016-53901	\$95.96
001	3257	06/24/19	BLADE RUNNERS	453547	JUNE LANDSCAPE MAINTENANCE	Contracts-Landscape	534050-53901	\$18,154.00
001	3257	06/24/19	BLADE RUNNERS	453515	MAY LANDSCAPE MAINTENANCE	Contracts-Landscape	534050-53901	\$18,154.00
001	3277	07/19/19	BLADE RUNNERS	453677	JULY LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$18,154.00
001	120	06/20/19	BRIGHTON LAKES CDD	061419-TRFR	TRFR FUNDS TO CHECKING	Cash with Fiscal Agent	103000	\$184,000.00
001	3240	06/05/19	CHURCHILLS	10286	MAY POOL SERVICE	R&M-Pools	546074-57204	\$585.00
001	3240	06/05/19	CHURCHILLS	19241	NEW CHEMICAL FEED PUMP INSTALLED	R&M-Pools	546074-57204	\$659.00
001	3259	06/25/19	CHURCHILLS	10367	JUNE POOL SVCS	R&M-Pools	546074-57204	\$585.00
001	3259	06/25/19	CHURCHILLS	10331	MAY CHEMICAL DELIVERY	R&M-Pools	546074-57204	\$722.70
001	3278	07/19/19	CHURCHILLS	10441	JULY POOL SRVCS	R&M-Pools	546074-57204	\$585.00
001	3278	07/19/19	CHURCHILLS	10483	JUNE CHEMICAL DELIVERY	R&M-Pools	546074-57204	\$650.25
001	3241	06/05/19	ENVERA SYSTEMS LLC	679847	JUNE GATE ACCESS - MAIN ENTR	Contracts-Security Services	534037-53904	\$7,198.00
001	3267	07/01/19	ENVERA SYSTEMS LLC	680612	JULY ACCESS MONITOR	Contracts-Security Services	534037-53904	\$7,198.00
001	3279	07/19/19	ENVERA SYSTEMS LLC	680613	JULY ACCESS MONITOR	Contracts-Security Services	534037-53904	\$246.00
001	3279	07/19/19	ENVERA SYSTEMS LLC	681620	AUG GATE ACCESS MONITORING	Contracts-Security Services	534037-53904	\$7,198.00
001	3242	06/05/19	EXERCISE SYSTEMS INC	23768	PREVENTIVE MAINT GYM EQUIP 5/3/19	R&M-Clubhouse	546015-57204	\$210.00
001	3242	06/05/19	EXERCISE SYSTEMS INC	050376	REPAIR EXERCISE EQUIPMENT	R&M-Clubhouse	546015-57204	\$843.98
001	3264	06/26/19	EXERCISE SYSTEMS INC	045658	REPAIR TO TREADMILL L7-76951	R&M-Clubhouse	546015-57204	\$140.00
001	3280	07/19/19	EXERCISE SYSTEMS INC	23874	BI MONTHLY PREV MAINT - FIT CENTER	R&M-Clubhouse	546015-57204	\$210.00
001	3255	06/17/19	FEDEX	6-579-57823		Postage and Freight	541006-51301	\$21.69
001	3265	06/26/19	FEDEX	6-587-15899	JUN POSTAGE	Postage and Freight	541006-51301	\$21.69
001	3275	07/16/19	FEDEX	6-607-65689	JULY POSTAGE	Postage and Freight	541006-51301	\$108.88
001	3243	06/05/19	FLORIDA GREEN	356	TREE TRIMMING DEBRIS REMOVAL	R&M-Common Area	546016-53901	\$17,230.00
001	3249	06/10/19	FLORIDA MUNICIPAL INSURANCE TR	060119-0934	FMIT 4TH INSTALLMENT FY 18/19	Insurance - General Liability	545002-51301	\$2,515.00
001	3256	06/20/19	HANSON, WALTER & ASSOCIATES	5268748	ENGG SVCS THRU MAY 2019	ProfServ-Engineering	531013-51501	\$3,062.50
001	3289	07/31/19	HANSON, WALTER & ASSOCIATES	5269159	JUNE GEN ENGINEERING	ProfServ-Engineering	531013-51501	\$445.00
001	3244	06/05/19	HOME DEPOT	050519-7008	WIRE/SCREWS/CLEANING SUPPLIES/TAPE	Miscellaneous Services	549001-57204	\$49.48
001	3244	06/05/19	HOME DEPOT	050519-7008	WIRE/SCREWS/CLEANING SUPPLIES/TAPE	R&M-Clubhouse	546015-57204	\$19.86
001	3244	06/05/19	HOME DEPOT	050519-7008	WIRE/SCREWS/CLEANING SUPPLIES/TAPE	R&M-Irrigation	546041-53901	\$8.98
001	3244	06/05/19	HOME DEPOT	050519-7008	WIRE/SCREWS/CLEANING SUPPLIES/TAPE	R&M-Common Area	546016-53901	\$16.44
001	3244	06/05/19	HOME DEPOT	050519-7008	WIRE/SCREWS/CLEANING SUPPLIES/TAPE	Miscellaneous Services	549001-57204	\$166.26
001	3244	06/05/19	HOME DEPOT	050519-7008	WIRE/SCREWS/CLEANING SUPPLIES/TAPE	R&M-Common Area	546016-53901	\$41.33
001	3244	06/05/19	HOME DEPOT	050519-7008	WIRE/SCREWS/CLEANING SUPPLIES/TAPE	R&M-Common Area	546016-53901	\$28.68
001	3260	06/25/19	HOME DEPOT	060519-7008	various repairs Playground/Clubhouse/Pipes	35 GAL TOTE/LIGHTING MAT/SPOT LIGHT	549001-53904	\$78.86
001	3260	06/25/19	HOME DEPOT	060519-7008	various repairs Playground/Clubhouse/Pipes	REPAIR @ PLAYGRND	546016-53901	\$7.17
001	3260	06/25/19	HOME DEPOT	060519-7008	various repairs Playground/Clubhouse/Pipes	REPAIR TO BULLETIN BRD	546015-57204	\$32.47
001	3260	06/25/19	HOME DEPOT	060519-7008	various repairs Playground/Clubhouse/Pipes	REPAIRS @ CLUB HOUSE	546015-57204	\$49.23

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 6/1/2019 to 7/31/2019
(Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	3260	06/25/19	HOME DEPOT	060519-7008	various repairs Playground/Clubhouse/Pipes	REPAIR TO PIPES	546016-53901	\$35.27
001	3260	06/25/19	HOME DEPOT	060519-7008	various repairs Playground/Clubhouse/Pipes	EMERGENCY REPAIR	546016-53901	\$31.04
001	3260	06/25/19	HOME DEPOT	060519-7008	various repairs Playground/Clubhouse/Pipes	REPAIR TO PIPES	546016-53901	\$18.76
001	3260	06/25/19	HOME DEPOT	060519-7008	various repairs Playground/Clubhouse/Pipes	HALOGEN LAMP/TIMER/LED LIGHTING	546016-53901	\$50.92
001	3281	07/19/19	HOME DEPOT	070519-7008	JUNE PURCHASES	CHAIN FOR REMOVAL OF DEAD TREES	546016-53901	\$31.97
001	3281	07/19/19	HOME DEPOT	070519-7008	JUNE PURCHASES	MAIN ENTRANCE WALL REPAIR	546016-53901	\$35.92
001	3281	07/19/19	HOME DEPOT	070519-7008	JUNE PURCHASES	AC FILTERS	546015-57204	\$33.19
001	3281	07/19/19	HOME DEPOT	070519-7008	JUNE PURCHASES	CLEANING SUPPLIES	546015-57204	\$81.96
001	3281	07/19/19	HOME DEPOT	070519-7008	JUNE PURCHASES	MAIN ENTRANCE PROJECT	546016-53901	\$164.33
001	3281	07/19/19	HOME DEPOT	070519-7008	JUNE PURCHASES	ELECTRICAL OUTLET COVER	546016-53901	\$34.21
001	3238	06/03/19	HOPPING GREEN & SAMS	107535	GEN COUNSEL THRU APRIL 2019	ProfServ-Legal Services	531023-51401	\$1,359.00
001	3269	07/08/19	HOPPING GREEN & SAMS	108361	MTHLY MTG THRU MAY 2019	ProfServ-Legal Services	531023-51401	\$646.22
001	3270	07/10/19	HOPPING GREEN & SAMS	108443	MAY GEN COUNSEL	ProfServ-Legal Services	531023-51401	\$4,444.50
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,146.83
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	ProfServ-Field Management	531016-53901	\$3,449.17
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	ProfServ - Field Management Onsite Staff	531106-53901	\$5,015.42
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	Postage and Freight	541006-51301	\$11.50
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	Printing and Binding	547001-51301	\$377.85
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	ProfServ-Special Assessment	531038-51301	\$442.08
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	Postage and Freight	541006-51301	\$732.16
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	INTERNET SVCS	546015-57204	\$111.42
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	JANITORIAL SUPPLIES	549001-57204	\$27.51
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	CRASH REPORT	549001-53901	\$18.40
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	PVC CAP	549001-53901	\$17.17
001	3258	06/24/19	INFRAMARK, LLC	41878	JUNE MGMT FEES	GODADDY RENEWAL	549001-51301	\$3.54
001	3245	06/05/19	MAGNOSEC CORP	227	SECURITY SVCS 5/6-5/19/19	Contracts-Security Services	534037-57204	\$1,240.00
001	3261	06/25/19	MAGNOSEC CORP	231	SEC SVCS 5/20-6/02/19	Contracts-Security Services	534037-57204	\$1,240.00
001	3261	06/25/19	MAGNOSEC CORP	237	SEC SVCS 6/3-6/16/19	Contracts-Security Services	534037-57204	\$1,736.00
001	3282	07/19/19	MAGNOSEC CORP	241	SEC SVCS 6/17-6/30/19	Contracts-Security Services	534037-57204	\$1,736.00
001	3282	07/19/19	MAGNOSEC CORP	246	SEC SVCS 7/1-7/14	Contracts-Security Services	534037-57204	\$1,891.00
001	3246	06/05/19	OSCEOLA COUNTY HEALTH DEPT	49-BID-4136311	POOL PERMITS	R&M-Pools	546074-57204	\$200.00
001	3246	06/05/19	OSCEOLA COUNTY HEALTH DEPT	49-BID-4135876	POOL PERMITS >25000 GALLONS	R&M-Pools	546074-57204	\$325.00
001	DD00428	06/12/19	CENTURYLINK-ACH	052219-2871 ACH	BILL PRD 5/22-6/21/19 #311362871	Miscellaneous Services	549001-53904	\$291.58
001	DD00431	06/20/19	TOHO WATER AUTHORITY	052119 ACH	BILL PRD 4/21-5/21/19	Utility - Water & Sewer	543021-53901	\$275.24
001	DD00429	06/22/19	KUA	060419 ACH	BILL PRD 4/24-5/24/19	Electricity - General	543006-53901	\$5,038.08
001	DD00430	06/24/19	CENTURYLINK-ACH	060119-8906 ACH	BILL PRD 6/1-6/30/19	Communication - Telephone	541003-51301	\$284.23
001	DD00432	06/25/19	BRIGHT HOUSE NETWORKS - ACH	071021501060919	BILL PRD 6/8-7/7/19 KARIBA GATE	Miscellaneous Services	549001-53904	\$89.97
001	DD00433	06/30/19	BRIGHT HOUSE NETWORKS - ACH	071055501061419	BILL PRD 6/13-7/12/19 VOLTA GATE	Miscellaneous Services	549001-53904	\$99.97
001	DD00434	07/01/19	BRIGHT HOUSE NETWORKS - ACH	025014901061519	BILL PRD 6/14-7/13/19 CLUB HOUSE	R&M-Clubhouse	546015-57204	\$201.94
001	DD00435	07/15/19	CENTURYLINK-ACH	062219-2871 ACH	BILL PRD 6/22-7/21/19	Miscellaneous Services	549001-53904	\$291.58
001	DD00437	07/20/19	TOHO WATER AUTHORITY	062119 ACH	BILL PRD 5/21-6/21/19	Utility - Water & Sewer	543021-53901	\$348.41
001	DD00436	07/20/19	KUA	070319 ACH	KUA BILL PRD 5/24-6/26/19	Electricity - General	543006-53901	\$5,149.17

[illegible]

204	3250	06/12/19	BRIGHTON LAKES CDD C/O U.S BANK N.A.	060719-2015	TRFR ASSESSMENTS - SERIES 2015	Due From Other Funds	131000	\$13,301.36
							Fund Total	\$13,301.36

205	3251	06/12/19	BRIGHTON LAKES CDD C/O U.S BANK N.A.	060719-2017	TRFR ASSESSMENTS - SERIES 2017	Due From Other Funds	131000	\$10,044.17	
								Fund Total	\$10,044.17

Total Checks Paid	\$385,427.99
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13C.

**NOTICE OF MEETINGS
BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Brighton Lakes Community Development District will hold their meetings for Fiscal Year 2020 at the Brighton Lakes Recreation Center, 4250 Brighton Lakes Boulevard, Kissimmee, Florida at 6:00 p.m. on the first Thursday of every other month unless otherwise indicated below.

November 7, 2019

January 2, 2020

March 5, 2020

May 7, 2020

July 2, 2020

September 3, 2020

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained by contacting the District Manager at Inframark, Infrastructure Management Services 210 North University Drive, Suite 702, Coral Springs, Florida, 33071, or by calling 407-566-1935 during normal business hours. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors may participate by telephone. At the above location there may be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in a meeting or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting or workshop by contacting the District Manager at Inframark, Infrastructure Management Services at (954) 603-0033. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, who can aid you in contacting the District Office.

A person who decides to appeal any decision made at these meetings or workshop with respect to any matter considered at the meetings or workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Kristen Suit
District Manager

Fifteenth Order of Business

Brighton Lakes CDD Field Management Report

August 2019

Ariel Medina | Field Services Supervisor



313 Campus Street, Celebration, FL 34747
(O) 407-566-4122 | (M) 281-831-0139 |
www.inframarkims.com

FREDDY BLANCO | Assistant
Maintenance Manager



313 Campus Street | Celebration, FL 34747
Office: 1.407.566.1935 | **Mobile:**
1.407.947.2489 | www.inframarkims.com



Content

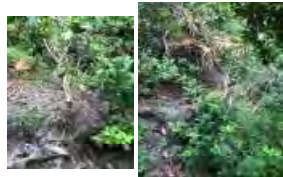


- General Updates
- Landscape Review
- Work Order Report
- Magnosec Report
- Blade Runners Report
- Churchills Group Report
- Sitex Report


General Updates

- Meet with contractors monthly and performed a drive through
- Meet with Gerry Frawley to performed Community Review
- 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
- Performed community light review

Landscaping Review

Brighton Lakes Landscape Review Report

Issue	Location	Date of Drive-thru	Status	Field Manager Comments	Photos	Blade Runner Plan of Action
Weed and Disease Control (Turf)	Throughout the community	8/14/2019	Ongoing	Two applications shall be provided in the month of March and November for all. St. Augustine and Bahia areas.		November for all. St. Augustine and Bahia areas.
Fertilizer(Turf)	Throughout the community	8/14/2019	Ongoing	All fertilizers shall be applied at least four times per year (February, April, June and October) for St. Augustine turf. And Bahia shall be fertilized three times per year upon request. (please provide schedules for future services)		November for all. St. Augustine and Bahia areas.
Pest control(Turf)	Throughout the community	8/14/2019	Ongoing	Four applications Shall be provided of insect control per year in the month of March, May, July and September for St. Augustine and two applications per year in May and July for Bahia. (please provide schedules for future services)		Did a full ant control and fungicide for hedges
Fertilizer(Shrubs)	Throughout the community	8/14/2019	Ongoing	All fertilizers shall be applied at least three times per year (February, May and October) (please provide schedules for future services)		Did a full ant control and fungicide for hedges
Viburnum was removed and left at the berms area	At Brighton Lakes Blvd near to the security guard.	8/14/2019	Completed	After the irrigation repair the crew just left a viburnum removed at the berms area.		
Irrigation leak	At Brighton Lakes Blvd near to the security guard.	8/14/2019	Completed	Irrigation leak in valve.		
Mowing and trimming	At Stargrass Blvd	8/14/2019	Completed	Mowing and trimming near to the PVC fence behind the Stargrass backyards.		

Playground mulch	At Chapala dr, Volta circle	8/14/2019	Completed	All the playground received the necessary mulch level.		
Weed and Disease Control.	At Patrician cl. burn next to the Loews fence.	8/14/2019	Ongoing	the beds need Weed killer treatment.		This area will be completed by 8-23-

Work Orders Report

Landscaping

- The stump removal and new tree installation at Brighton Lakes Blvd and Huron Circle. This will be done during the week of August 26th because Blade Runners turned off the water as the ground was saturated.
- Viburnum installation at Brighton Lakes Blvd near to the Pleasant Hill exit. This is scheduled for the week of August 26th
- Pine trees removal was completed
- Installation of mulch at playgrounds was completed
- Major irrigation repairs were completed

Sidewalk Grinding

- Project is about 60% done. We are expecting to complete the work by first week of September

Pool Pump Area

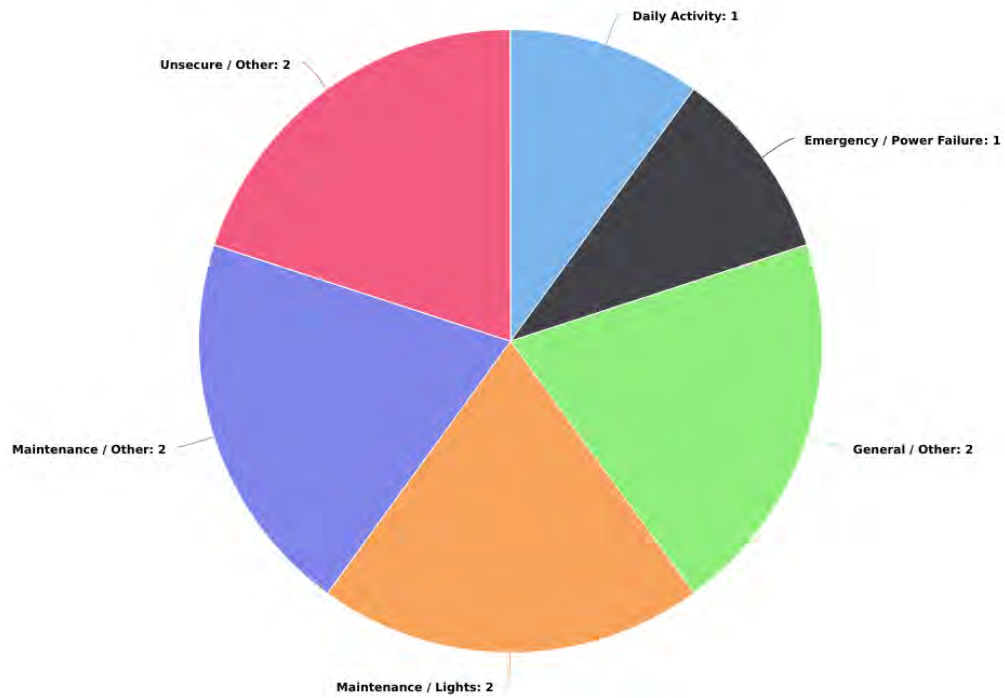
- Installed hooks for hoses and an additional storage box to keep pool pump area organized
- New Grids were installed as per approved proposal

Gym

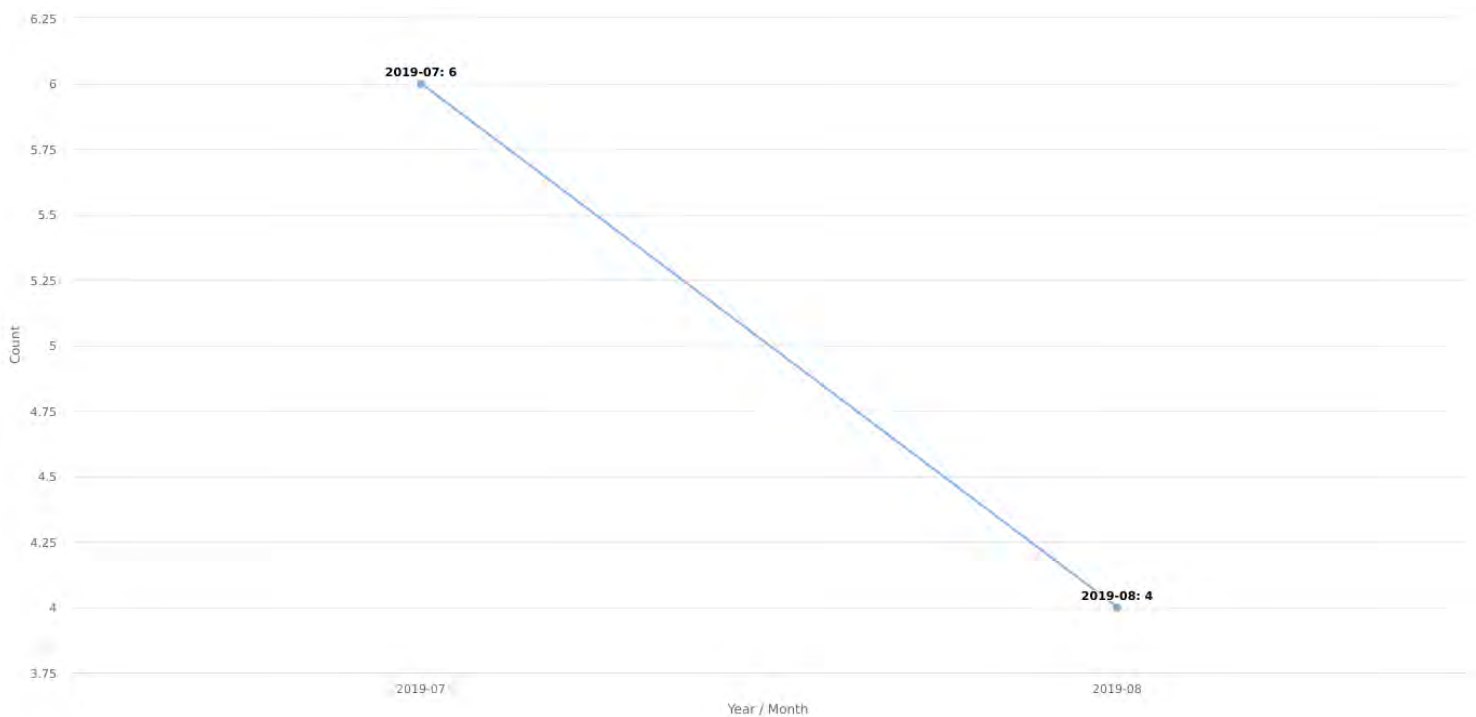
- Treadmill was repaired and a proposal to replace a treadmill is provided for approval.

Magnosec Report

Incident Category



Year / Month



Incident Category vs Year / Month

07/01/2019 - 08/21/2019



Agenda Page 420

Incident Category	2019-07	2019-08	Total
Daily Activity		1	1
Emergency / Power Failure	1		1
General / Other	2		2
Maintenance / Lights	2		2
Maintenance / Other	1	1	2
Unsecure / Other		2	2
Total	6	4	10

Blade Runners Report

Landscape Maintenance Report Brighton lakes Community Development District

Landscape Maintenance (Boulevard)

July
7/1/2019
7/2/2019
7/8/2019
7/9/2018
7/15/2019
7/16/2019
7/22/2019
7/23/2019
7/29/2019
7/30/2019

Landscape Maintenance (Retention Ponds)

July
7/3/2019
7/10/2019
7/17/2019
7/24/2019
7/31/2019

Fertilization Report:

7-11-19 / 7-12-19 Did a full ant control and fungicide for hedges

Irrigation Reports (see attached)

Extra Services

- Ride Blvd. did detail work every Friday.
- Palm tree trimming at entrances tree arte not healthy to climb and no way to get lift in there.
- Mulched playgrounds.
- Cut 58 dead pine trees.
- Installed 1200 bails of pine straw.
- Fixed 2 major main line leaks and 2 small ones at entrances

Churchills Group Report

FACILITY REPORT

Brighton Lakes – Main and Wading Pools

Service Month **To August 20th 2019**

Service Frequency **3 x Weekly**

POOL:

The following issues were resolved:

Old spigot replaced in filter tank.

Missing floor return was replaced.

Faulty autofill valve was replaced.

Filter grids were replaced.

Gravity valves were overhauled.

Break in acid feeder line was repaired (no cost).

A 55g bleach crock was supplied to replace the 15g crock, the 55g crock has not been charged at this time.

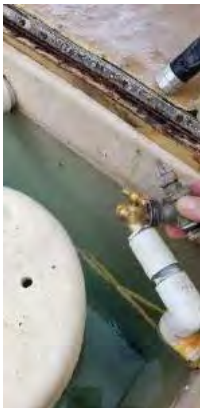
Reminder - DoH requires water testing on ALL days not just on our visit days.

Water quality has been affected by only having 3 service visits per week, previous provider attended 5 times per week during summer months, an estimate for 5 visit summer serviced was provided.

SPLASH PAD:

There were no maintenance or operational issues.

New cartridge filters will be required soon due to normal wear.



Old and new spigot



New spigot and backflow device



Old autofill



New autofill



New filter grid install



Gravity valve overhaul

Sitex Report

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

OPERATIONS & MAINTENANCE HIGHLIGHT

SITEX AQUATICS MANAGEMENT REPORT

August 2019

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

POND1-Hydrilla & Algae treated for follow up

POND2- Hydrilla & Algae treated & Spot treated shoreline grasses

POND3- Hydrilla & Algae treated & Spot treated shoreline grasses

POND4-Hydrilla & Algae treated

POND5- Hydrilla & Algae spot treated

POND6- Grasses spot treated

POND7- Hydrilla & Algae treated

POND8- Hydrilla and Grasses spot treated

POND9- Hydrilla & Algae spot treated

ADDITIONAL NOTES:

All ponds on the property with hydrilla have been treated and will require a follow up. Please don't hesitate to reach myself or my staff should you need anything.

Regards

BRIAN FACKLER

Field Operations Manager

Sitex Aquatics Ilc.

15B.

Brighton Lakes CDD
313 Campus Street
Celebration, FL

RE: Proposal for Treadmill Replacement

Enclosed please find your proposals with brochure for our Landice™ L10 CARDIO Club Treadmill. Our L10 is a heavy-duty cardio exercise machine for walking and running that has a full commercial rating for usage in any **Health Club** setting. It features a powerful 5 horsepower AC drive motor and rock-solid steel frame weighing 460 pounds, the Landice L10 will handle users up to 500 pounds. This sturdy treadmill offers USA-engineering, innovation, reliability, and durability at a value minded price to meet budgetary needs for fitness center projects large and small.

The L-10 features:

- 5 HP AC Drive Motor
- Contact Heart Rate
- 5 Years Parts unlimited usage F
- Fully programmable display with cooling fans
- 1000 pound-thrust elevation motor
- Cast aluminum side rails and end-caps
- 5" diameter, 22-pound steel rollers
- 1-inch thick, maintenance-free reversible deck with VFX shock system
- 0.5 to 15.5 mph speed range
- 15% grade electric elevation
- 500-pound user weight capacity
- Fully Programable with digital display w/ ¼ Track, cooling display fans and quick key buttons
- Accessory Rack-Phone, tablet and 2 water bottle holders
- USB & phone charge ports

Our factory-trained technicians are insured with a two-million-dollar liability policy, covered by workers compensation and equipment to handle the delivery, installation and service of your new fitness equipment purchases. Please review the information and feel free to call me direct at 407-296-0220 to answer any questions.

Regards,

John Young | Exercise Systems Inc.



Exercise Systems, Inc.**Corporate**

3818 Shadowind Way

Gotha, Florida, 34734

Show Room

6881 Kingspointe Parkway, Suite 10

Orlando, FL 32819

Phone: 407-996-8890/877-370-0220

Sales Quotation

Quote Number: 0045899

Date 8/20/2019

Agenda Page 430

Quote Expires on: 11/18/2019

Questions? Please call

John Young

Brighton Lakes
4250 Brighton Lakes Blvd
Kissimmee, FL 34746
407-566-2018
Fax: 407-566-2064

Brighton Lakes
4250 Brighton Lakes Blvd
Kissimmee, FL 34746
407-566-2018
Fax: 407-566-2064

Model #	MFG	Description	Price	Qty	Ext
L10	Landice	LANDICE L10 CLUB CARDIO COMMERCIAL TREADMILL: 110V : VFX Shock Absorption System, LCD Display, 9 Built-in programs, 2 User-defined programs, 5 Interactive HRC programs, Numeric keypad with express speed and incline keys, contact heart rate, integrated reading/ media rack; personal cooling fan, water bottle holder, CSAFE Jack & USB Port, 5 HP AC continuous duty drive motor, Presence Detection (shuts off machine if no one is on unit after 60 seconds), Second set of hand rail controls for speed, incline and stopping. 35" x 83" footprint, 0.5 to 12.0 mph speed range, 15% grade elevation. 500 LB user capacity Made in USA List Price- \$5,950	\$6,195.00	1	\$6,195.00
DIS		DISCOUNT PREFERRED PRICING WITH FLOOR MODEL DISCOUNT- UNIT IS BRAND NEW MINT CONDITION- AND HAS LESS THAN 1 MILE USAGE- FULL WARRANTY*	(\$1,200.00)	1	(\$1,200.00)
DIS		DISCOUNT FLOOR MODEL	(\$600.00)	1	(\$600.00)
Frgh	SERVICE	Freight- NO CHARGE FLOOR MODEL	\$325.00	0	\$0.00
CR		CREDIT- REPAIR FROM 0045734	(\$505.00)	1	(\$505.00)
D&I	SERVICE	Pick up and removal old treadmill Delivery & Installation new machine	\$75.00	1	\$75.00
		Warranty 5 years parts/ 2 years labor			
		* THIS PRICE IS BASE ON AVAILABILITY ONLY ONE MACHINE AVAILABLE AT THIS PRICE. THIS UNIT IS BEING SOLD ON A FIRST COME FIRST SERVED BASIS			

Terms: 50% DOWN /BALANCE COD

Signed: _____

Name: _____ Title: _____

Sub-Total \$3,965.00**Tax****Total** **\$3,965.00**

Your complete source for all your commercial fitness equipment needs.
Sales, Service and Facility Design

LANDICE



L10 COMMERCIAL TREADMILL

STAMINA & RESILIENCE

Landice built its reputation on the quality and craftsmanship of its treadmills. Since 1967, we have continuously engineered the most innovative and durable fitness products in the industry.

THE FINEST TREADMILLS

The L10 is our newest treadmill specifically designed for demanding club environments. With its 5-horsepower AC drive, the L10 is the perfect complement to any high-use setting. Its sleek design and durable construction are trademark elements of Landice's engineering heritage. We make a machine you can depend upon.



EXPERT CRAFTSMANSHIP SINCE 1967

DISPLAY	
Center Display	8 1/2" cut glass display with 1/4 mile track
Statistics	Time, Speed, Distance, Incline, Calories, Calories per hour, Pace, Pulse, METs, Watts and Lap Counter
Programs	Built-in Programs: 5 (Fat Burn, Intermediate, Advanced, Intervals, Endurance) User Programs: 2
Presence Detection	Presence detection will turn off the treadmill if the control panel keys, heart rate or foot plant is not detected within 60 seconds. This feature can be turned on or off.
Sound	Console will beep when changes are made. This feature can be turned on or off.
Keypad	Numeric keypad with express speed and incline keys

CONSOLE	
CSAFE Jack	Yes (External on the side of display)
TV (Optional)	Bracket with BVE TV, Coaxial cable or HDMI jack located on upright leg
USB Port	Yes (Charging capability for most devices)
Heart Rate	Contact heart rate and telemetry (Optional chest strap required)

Drive Motor	5HP AC Drive
Speed Range	0.5 - 15.5 mph (220VAC) 0.5 - 12.5 mph (110 VAC)
Incline	0% - 15%
Treadbelt	22" W x 60" L
Frame Material	Steel
Deck	1" Reversible
Roller Size	3 1/2"
Fan	Yes
Accessory Pockets	Phone, tablet and 2 water bottles holders
Step-up Height	9"
Electrical Requirement	Dedicated lines required: 220 VAC, 50/60Hz, 10 amps (standard) 110 VAC, 50/60Hz, 20 amps (optional)
Max User Weight	500 lbs.
Dimensions	83" x 34" x 64"
Certifications	UL, CAN, CE (TUV)

L10 COMMERCIAL WARRANTY

The Club warranty covers products for unlimited hours in a pay-for-membership facility. 5-year parts, 2-year wear items (deck and belt), 90-day high-wear items (USB port), 1-year labor.

To review additional treadmill options, please visit us at www.landice.com

