

BRIGHTON LAKES  
COMMUNITY DEVELOPMENT  
DISTRICT

SEPTEMBER **19**, 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

---

September 9, 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 19, 2019 at 6:00 P.M.** at the Valencia College, Poinciana Campus, Multipurpose Room 125, 3255 Pleasant Hill Road, 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. Consideration of ADA Website Compliance and Management Proposals
  - A. ADA Site Compliance
  - B. V Global Tech
  - C. Campus Suite
10. 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
11. 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
- 12. Attorney Report
  - A. Update Regarding Parcel E
- 13. Field Management Report
  - A. Discussion and consideration of Inframark Reimbursement to District regarding  
Brightview Landscaping
  - B. Proposal for Treadmill Replacement
- 14. Supervisor Requests and Comments
- 15. Other Business
- 16. 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 19, 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, 19<sup>th</sup> 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 22<sup>nd</sup> or July 23<sup>rd</sup> at 5:00 pm. If they set it for July 23<sup>rd</sup> and they accept July 23<sup>rd</sup> 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 23<sup>rd</sup> as they do not have enough time to publish an additional notice.
- Ms. Incandela stated their plan is to continue this meeting July 23<sup>rd</sup> 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

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

124  
125 On MOTION by Ms. Incandela seconded by Mr. Crary with all  
126 in favor authorizing Inframark to prepare a plaque for Mr.  
127 Olmo for his services to the community in the amount not to  
128 exceed \$150 was approved. 4-0  
129

130 On MOTION by Ms. Jennings seconded by Incandela with all in  
131 favor authorizing Ms. Incandela to represent the Board in the  
132 opposition of the development at Parcel E was approved. 4-0  
133

134 On MOTION by Mr. Rodriguez, Jr seconded by Ms. Incandela  
135 with all in favor authorizing district staff to draft a letter for  
136 submission to the residents concerning the potential  
137 development of Parcel E with description of what the proposal  
138 is, the contact information for the County Commissioners and  
139 the time frame for decision by the County and work with Ms.  
140 Incandela on the letter was approved. 4-0  
141

**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.

354 **ELEVENTH ORDER OF BUSINESS** **Engineer's Report**

- 355 • None.

356  
357 **TWELFTH ORDER OF BUSINESS** **District Manager's Report**

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

359  
360 

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

- 363  
364 • Ms. Suit questioned whether the Board was interested in appointing someone  
365 to the vacant seat #2.  
366 • Ms. Jennings suggested they wait until the continued meeting or even until the  
367 September meeting as it was discussed at the last HOA meeting that residents  
368 wanted to be aware when there is an opening for Board members.  
369 • Discussion ensued regarding the issues that arose previously for not having  
370 enough board members. Mr. Crary expressed his interest in ensuring the CDD  
371 Board is at its full potential by having five members.  
372 • Further discussion ensued regarding this matter.  
373 • Ms. Incandela asked the Board to consider Mr. Mark Peters application to the  
374 Board. Mr. Peters provided a brief synopsis of himself to the CDD board.

375  
376 

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

- 379  
380 • Ms. Sandy reviewed the following with Mr. Peters:  
381 ○ the public records laws  
382 ○ Sunshine laws  
383 ○ Financial disclosures  
384 • Ms. Suit being a Notary Public of the State of Florida administered the Oath of  
385 Office to Mr. Peters.

386 **A. Financial Statements**

387 **B. Check Register and Invoices**

388 **C. FY2020 Meeting Schedule**

389 **D. Report on Number of Registered Voters**

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

391 **THIRTEENTH ORDER OF BUSINESS** **Staff Report**

392 **A. Attorney**

- 393 • Tree Trimming Legal Fees

394 **B. Field Management Report**

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

396

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

- 398 • None.

399 **FIFTEENTH ORDER OF BUSINESS** **Other Business**

- 400 • None.

401 **SIXTEENTH ORDER OF BUSINESS** **Continuation**

402

403 On MOTION by Ms. Jennings seconded by Mr. Rodriguez, Jr  
404 with all in favor the meeting was continued to July 23, 2019 at  
405 6:00 pm. 5-0.

406

407

408

409

410

411

412 \_\_\_\_\_  
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
		<b>Total</b>	<b>\$576.00</b>
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
		<b>Total</b>	<b>\$5,225.00</b>
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.			
		<b>Total</b>	\$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**

**9A.**

# 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 38

## 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 40



## 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

Agenda Page 45

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ADA Site Compliance Representative

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**9B.**



## Proposal For Brighton Lakes CDD

(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 <sup>th</sup> , 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](mailto: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.

COPYRIGHT ©: This proposal and the contents within this document are solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. VGlobalTech company holds Intellectual Property details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request.

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

## Table of Contents

1.0	The Law.....	4
2.0	ADA & WCAG Compliance – Introduction .....	6
2.1	Common Problems and Solutions in Website Accessibility? .....	7
2.1.1	Problem: Images Without Text Equivalents .....	7
2.1.2	Problem: Documents Are Not Posted In an Accessible Format.....	7
2.1.3	Problem: Specifying Colors and Font Sizes .....	7
2.1.4	Problem: Videos and Other Multimedia Lack Accessible Features.....	7
2.1.5	Web Content Accessibility Guidelines (WCAG) .....	8
3.0	Pricing.....	10
3.1	Existing Website Remediation / New Website Build: .....	10
3.2	ADA Compliance Monthly Maintenance and Hosting.....	11
3.3	Quarterly Technical and Human Audit.....	12
	.....	12
4.0	Proposal Acceptance:.....	14
5.0	References: .....	15

## 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](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.	<b>ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)</b>
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 <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	<b>Web Design Total: \$3250/- (one time)</b>

### 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 ( <b>new documents during the maintenance year only</b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> 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><b>Monthly Maintenance: (starts after initial compliance engagement quoted above is complete):</b>  <b>\$1000 /- (annually – can be broken into equal monthly charges)</b></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.	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: <b>\$600 / year</b>
	<b>Total Maintenance and Hosting: \$1600 / year</b>

### 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](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](http://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](mailto: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/>

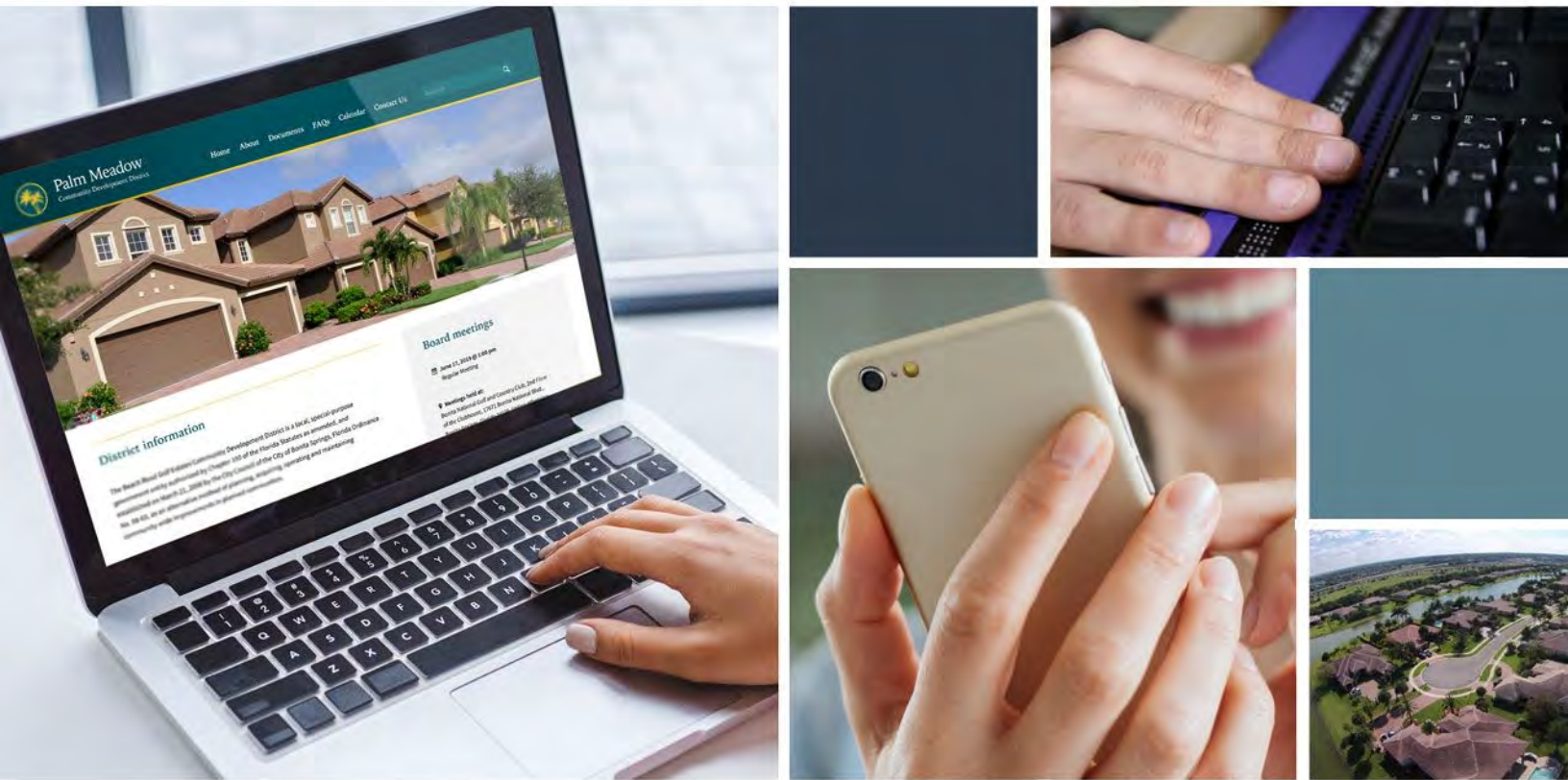
**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

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



**9C.**



# Keeping your community informed. And you compliant.

Brighton Lakes Community Development District

Proposal date: 2019-06-21  
Proposal ID: AHRRE-TMPPB-NZWDA-A9YT2

Pricing.....2  
Services.....3-5  
FAQs.....6  
Statement of work.....7-8  
Terms and conditions.....9-12



**Ted Saul**  
*Director - Digital Communication*  
 *Certified Specialist*



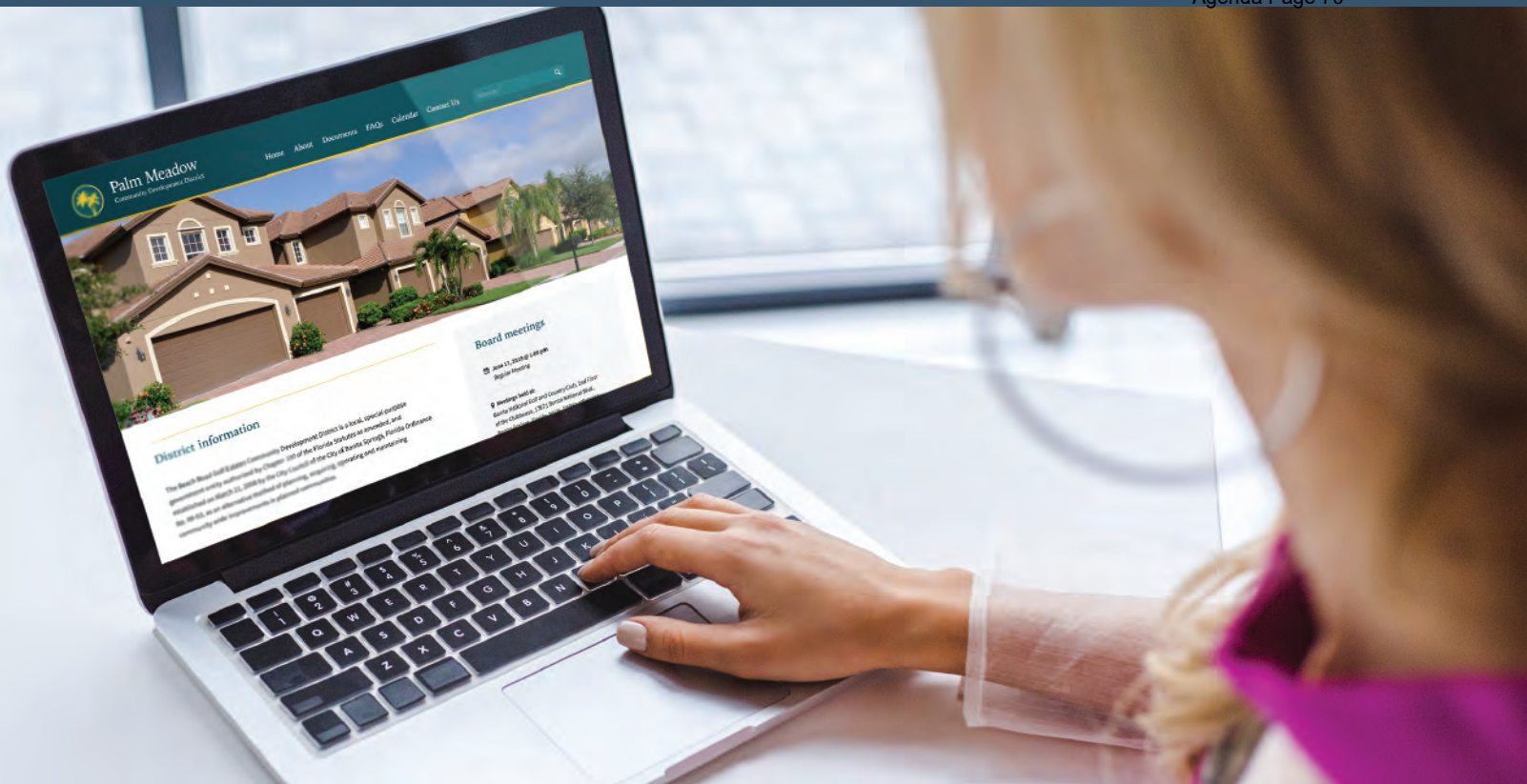
# Pricing

Effective date: 2019-06-21

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

\*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**

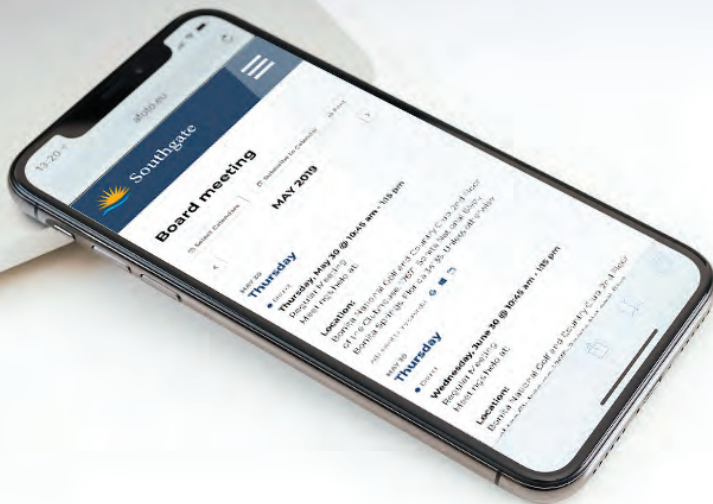


**Save CDD board time and money**

# 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](http://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

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

## **Tenth Order of Business**

**10A.**



**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**

Page 2

## **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](mailto:hwa@hansonwalter.com)  
 Website: [www.hansonwalter.com](http://www.hansonwalter.com)

Page 3

### **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.



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](mailto:hwa@hansonwalter.com)  
 Website: [www.hansonwalter.com](http://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 &amp; 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](mailto:hwa@hansonwalter.com)  
 Website: [www.hansonwalter.com](http://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

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](mailto:hwa@hansonwalter.com)  
Website: [www.hansonwalter.com](http://www.hansonwalter.com)



## Client Profile

### Contact Information

**Date:**

<b>Company Name:</b>
<b>Address:</b>
<b>Main Phone:</b>
<b>Additional Phone:</b>
<b>Main Fax:</b>
<b>Main E-Mail:</b>

<b>Billing Contact:</b>
<b>Billing Address:</b>
<b>Phone:</b>
<b>Fax:</b>
<b>E-Mail:</b>

<b>Job Contact:</b>
<b>Phone:</b>
<b>Mobile Phone:</b>
<b>E-Mail:</b>

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

<b>Job #</b>
<b>Project Name</b>
<b>Project Manager</b>
<b>Engineer</b>

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](mailto:hwa@hansonwalter.com)

Website: [www.hansonwalter.com](http://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:\_\_\_\_\_



**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](mailto:hwa@hansonwalter.com)  
Website: [www.hansonwalter.com](http://www.hansonwalter.com)

**10B.**



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.

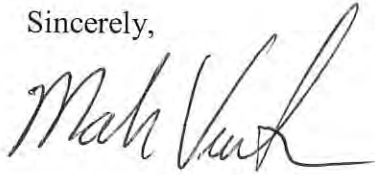
It is our opinion that the Operating Budget for the fiscal year 2019 is sufficient for proper maintenance of the Brighton Lakes Community Development District.



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.

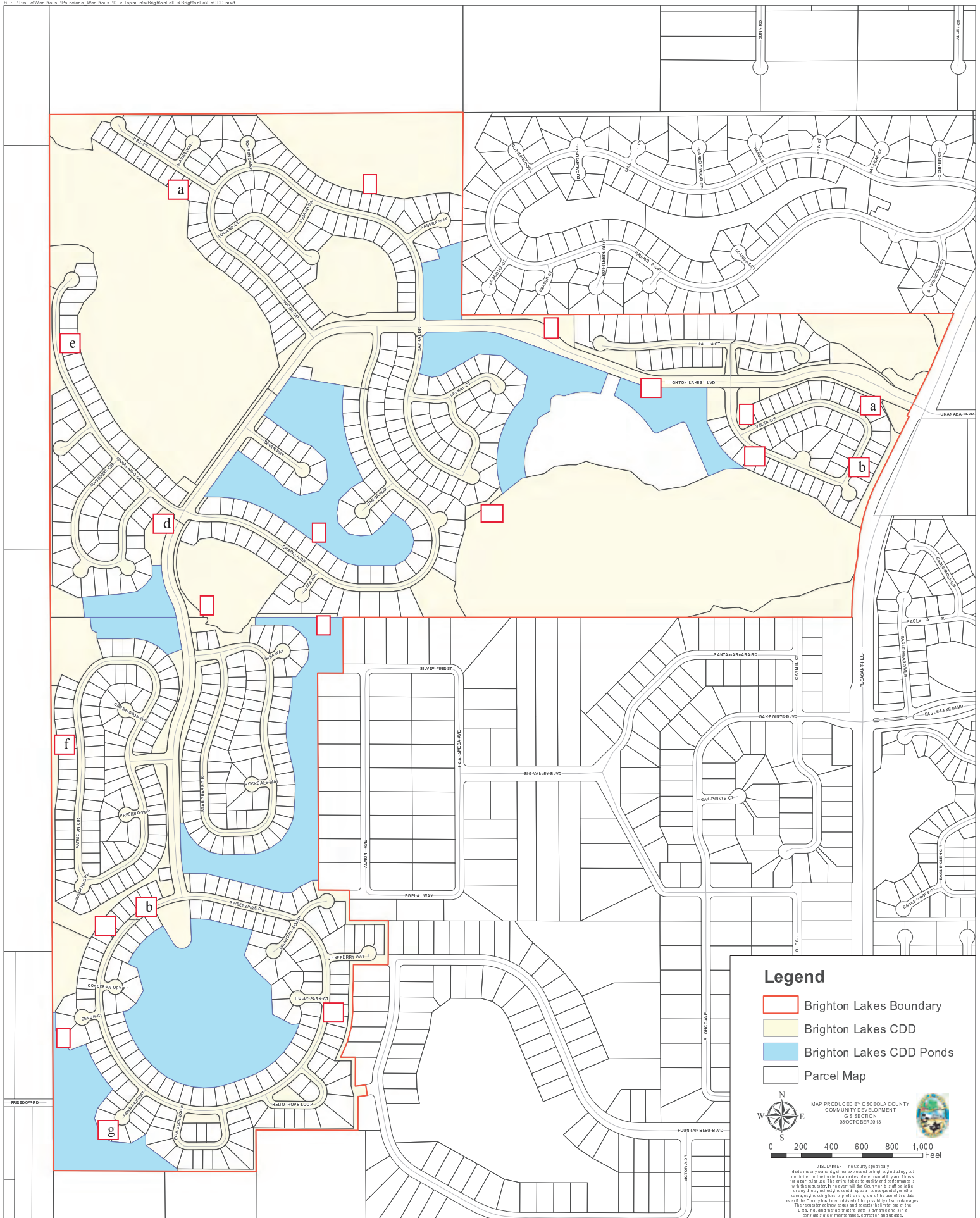


**HANSON. WALTER & ASSOCIATES. INC.**

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](mailto:hwa@hansonwalter.com)  
Website: [www.hansonwalter.com](http://www.hansonwalter.com)

## Agenda Page 103



## **Eleventh Order of Business**



**11A.**

BRIGHTON LAKES  
Community Development District

*Financial Report*

*July 31, 2019*

Prepared by:



**Table of Contents**

<b><u>FINANCIAL STATEMENTS</u></b>	<b>Page #</b>
Balance Sheet - All Funds .....	1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund .....	2 - 3
Debt Service Fund(s) .....	4 - 5
Notes to the Financial Statements .....	6 - 7
 <b><u>SUPPORTING SCHEDULES</u></b>	
Non-Ad Valorem Special Assessments Schedule .....	8
Cash and Investment Report .....	9
Bank Reconciliation .....	10

---

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
<b><u>ASSETS</u></b>				
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
<b>TOTAL ASSETS</b>	<b>\$ 1,308,545</b>	<b>\$ 197,114</b>	<b>\$ 62,015</b>	<b>\$ 1,567,674</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 21,461	\$ -	\$ -	\$ 21,461
Accrued Taxes Payable	31	-	-	31
Sales Tax Payable	38	-	-	38
Due To Other Funds	8,509	-	-	8,509
<b>TOTAL LIABILITIES</b>	<b>30,039</b>	<b>-</b>	<b>-</b>	<b>30,039</b>
<b><u>FUND BALANCES</u></b>				
<b>Nonspendable:</b>				
Prepaid Items	7,198	-	-	7,198
<b>Restricted for:</b>				
Debt Service	-	197,114	62,015	259,129
<b>Assigned to:</b>				
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
<b>Unassigned:</b>	<b>328,508</b>	<b>-</b>	<b>-</b>	<b>328,508</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,278,506</b>	<b>\$ 197,114</b>	<b>\$ 62,015</b>	<b>\$ 1,537,635</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,308,545</b>	<b>\$ 197,114</b>	<b>\$ 62,015</b>	<b>\$ 1,567,674</b>

**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
<b><u>REVENUES</u></b>					
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%
<b>TOTAL REVENUES</b>	<b>814,371</b>	<b>812,576</b>	<b>825,388</b>	<b>12,812</b>	<b>101.35%</b>
<b><u>EXPENDITURES</u></b>					
<b><u>Administration</u></b>					
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%
<b>Total Administration</b>	<b>132,249</b>	<b>117,236</b>	<b>161,018</b>	<b>(43,782)</b>	<b>121.75%</b>

**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
<b><u>Field</u></b>					
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%
<b>Total Field</b>	<b>446,859</b>	<b>333,362</b>	<b>376,542</b>	<b>(43,180)</b>	<b>84.26%</b>
<b><u>Gatehouse</u></b>					
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%
<b>Total Gatehouse</b>	<b>103,311</b>	<b>86,093</b>	<b>75,819</b>	<b>10,274</b>	<b>73.39%</b>
<b><u>Road and Street Facilities</u></b>					
R&M-Roads & Alleyways	1,000	750	3,142	(2,392)	314.20%
R&M-Signage	1,200	900	225	675	18.75%
<b>Total Road and Street Facilities</b>	<b>2,200</b>	<b>1,650</b>	<b>3,367</b>	<b>(1,717)</b>	<b>153.05%</b>
<b><u>Community Center</u></b>					
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%
<b>Total Community Center</b>	<b>129,752</b>	<b>74,795</b>	<b>112,874</b>	<b>(38,079)</b>	<b>86.99%</b>
<b>TOTAL EXPENDITURES</b>	<b>814,371</b>	<b>613,136</b>	<b>729,620</b>	<b>(116,484)</b>	<b>89.59%</b>
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%
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>1,182,738</b>	<b>1,182,738</b>	<b>1,182,738</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,182,738</b>	<b>\$ 1,382,178</b>	<b>\$ 1,278,506</b>		

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
<b><u>REVENUES</u></b>					
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%
<b>TOTAL REVENUES</b>	<b>204,019</b>	<b>203,702</b>	<b>206,386</b>	<b>2,684</b>	<b>101.16%</b>
<b><u>EXPENDITURES</u></b>					
<b><u>Administration</u></b>					
Misc-Assessmnt Collection Cost	4,211	4,211	4,083	128	96.96%
<b>Total Administration</b>	<b>4,211</b>	<b>4,211</b>	<b>4,083</b>	<b>128</b>	<b>96.96%</b>
<b><u>Debt Service</u></b>					
Principal Debt Retirement	100,000	100,000	100,000	-	100.00%
Interest Expense	97,739	97,739	97,739	-	100.00%
<b>Total Debt Service</b>	<b>197,739</b>	<b>197,739</b>	<b>197,739</b>	<b>-</b>	<b>100.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>201,950</b>	<b>201,950</b>	<b>201,822</b>	<b>128</b>	<b>99.94%</b>
Excess (deficiency) of revenues					
Over (under) expenditures	2,069	1,752	4,564	2,812	220.59%
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Contribution to (Use of) Fund Balance	2,069	-	-	-	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>2,069</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Net change in fund balance	\$ 2,069	\$ 1,752	\$ 4,564	\$ 2,812	220.59%
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>192,550</b>	<b>192,550</b>	<b>192,550</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 194,619</b>	<b>\$ 194,302</b>	<b>\$ 197,114</b>		

**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
<b><u>REVENUES</u></b>					
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%
<b>TOTAL REVENUES</b>	<b>212,025</b>	<b>211,992</b>	<b>212,886</b>	<b>894</b>	<b>100.41%</b>
<b><u>EXPENDITURES</u></b>					
<b><u>Administration</u></b>					
Misc-Assessmnt Collection Cost	4,413	4,413	4,279	134	96.96%
<b>Total Administration</b>	<b>4,413</b>	<b>4,413</b>	<b>4,279</b>	<b>134</b>	<b>96.96%</b>
<b><u>Debt Service</u></b>					
Principal Debt Retirement	138,000	138,000	138,000	-	100.00%
Interest Expense	71,306	71,306	71,305	1	100.00%
<b>Total Debt Service</b>	<b>209,306</b>	<b>209,306</b>	<b>209,305</b>	<b>1</b>	<b>100.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>213,719</b>	<b>213,719</b>	<b>213,584</b>	<b>135</b>	<b>99.94%</b>
Excess (deficiency) of revenues					
Over (under) expenditures	(1,694)	(1,727)	(698)	1,029	41.20%
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Contribution to (Use of) Fund Balance	(1,694)	-	-	-	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(1,694)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Net change in fund balance	\$ (1,694)	\$ (1,727)	\$ (698)	\$ 1,029	41.20%
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>62,713</b>	<b>62,713</b>	<b>62,713</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 61,019</b>	<b>\$ 60,986</b>	<b>\$ 62,015</b>		

**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
<b>Expenditures</b>				
<u><b>Administrative</b></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><b>Field</b></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><b>Road and Street Facilities</b></u>				
R&M-Roads & Alleyways	\$ 1,000	\$ 3,142	314%	All Terrain Tractor Svc - Asphalt repairs (\$3,000).
<u><b>Community Center</b></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
<b>Assessments Levied FY 2019</b>				\$ 1,268,348	\$ 837,157	\$ 210,541	\$ 220,651
<b>Allocation %</b>				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
<b>TOTAL</b>	<b>\$ 1,197,530</b>	<b>\$ 46,220</b>	<b>\$ 24,598</b>	<b>\$ 1,268,348</b>	<b>\$ 837,157</b>	<b>\$ 210,541</b>	<b>\$ 220,651</b>
<b>% COLLECTED</b>				<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Total O/S</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**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>
<b><u>GENERAL FUND</u></b>					
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
<b>Subtotal 12 mo CD's</b>					<b>\$ 290,006</b>
<b>Subtotal CD's</b>					<b>\$ 395,533</b>
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
<b>GF Subtotal</b>					<b>\$ 1,301,347</b>
<b><u>DEBT SERVICE FUNDS</u></b>					
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
<b>DS Subtotal</b>					<b>\$ 250,620</b>
<b>Total</b>					<b>\$ 1,551,967</b>

**Brighton Lakes CDD**

## Bank Reconciliation

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

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

<b>Posting Date</b>	<b>Document Type</b>	<b>Document No.</b>	<b>Description</b>	<b>Amount</b>	<b>Cleared Amount</b>	<b>Difference</b>
<b>Outstanding Checks</b>						
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
<b>Total Outstanding Checks.....</b>				<b>23,550.94</b>		<b>23,550.94</b>



**11B.**

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
<b>GENERAL FUND - 001</b>								
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	
								<b>Fund Total</b>	<b>\$13,301.36</b>

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
								<b>Fund Total</b>
								<b>\$10,044.17</b>

Total Checks Paid	\$385,427.99
-------------------	--------------

**11C.**

**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

# **Thirteenth 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](http://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](http://www.inframarkims.com)





# Content

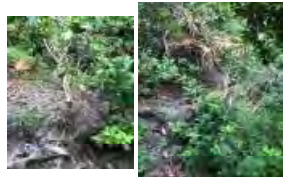


- General Updates
- Landscape Review
- Work Order Report
- Magnosec Report
- Blade Runners Report
- Churchills Group Report
- Sitex Report


# 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	<b>Completed</b>	All the playground received the necessary mulch level.		
Weed and Disease Control.	At Patrician cl. burn next to the Loews fence.	8/14/2019	<b>Ongoing</b>	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 26<sup>th</sup> 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 26<sup>th</sup>
- 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

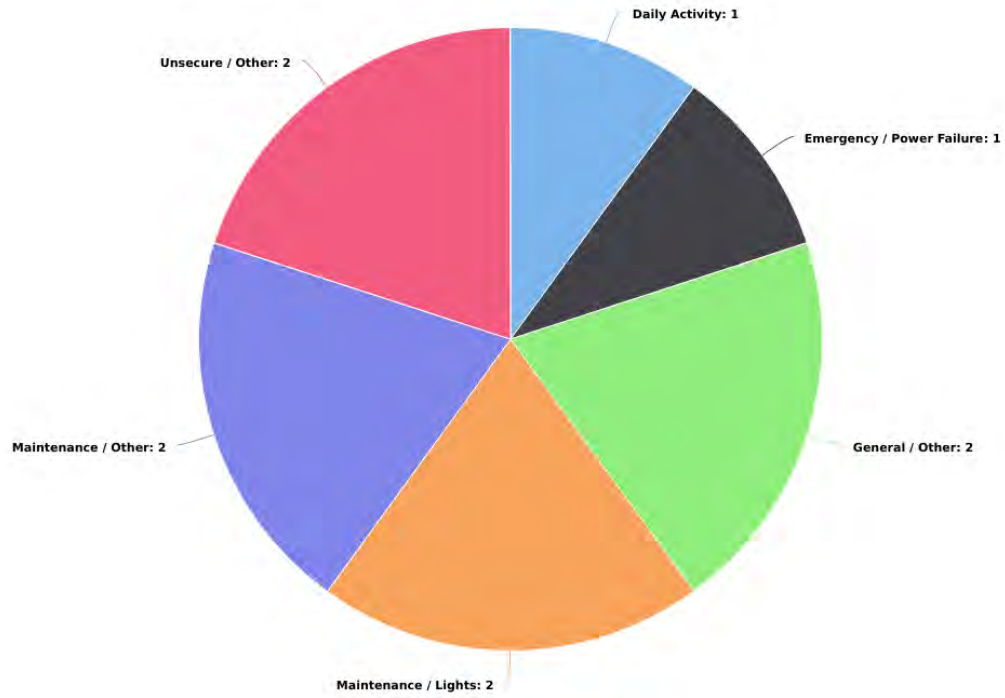
- Installed hooks for hoses and an additional storage box to keep pool pump area organized
- New Grids were installed as per approved proposal

## Gym

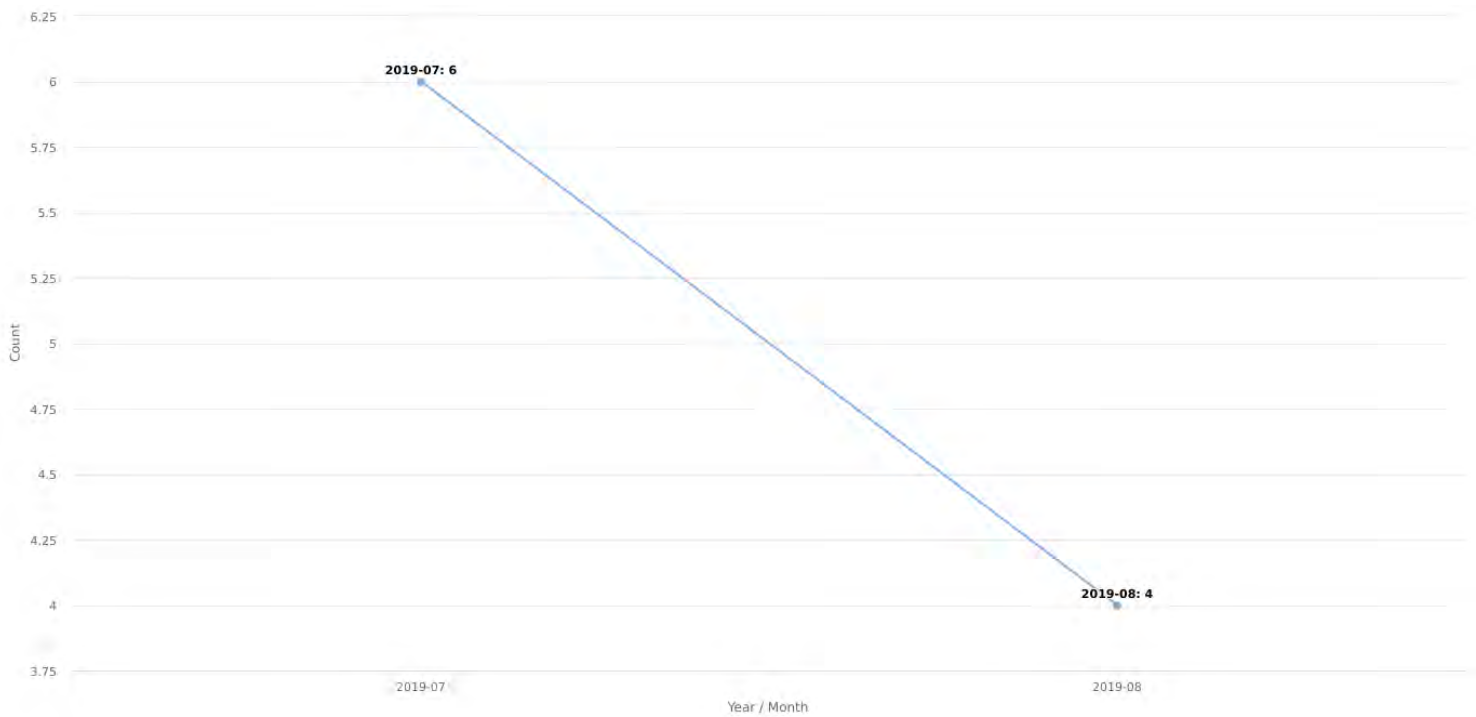
- Treadmill was repaired and a proposal to replace a treadmill is provided for approval.

# Magnosec Report

## Incident Category



## Year / Month





## Incident Category vs Year / Month

07/01/2019 - 08/21/2019



Agenda Page 339

Incident Category	2019-07	2019-08	Total
<b>Daily Activity</b>		1	1
<b>Emergency / Power Failure</b>	1		1
<b>General / Other</b>	2		2
<b>Maintenance / Lights</b>	2		2
<b>Maintenance / Other</b>	1	1	2
<b>Unsecure / Other</b>		2	2
<b>Total</b>	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.



**13B.**

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 349

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	<b>Pick up and removal old treadmill Delivery &amp; Installation new machine</b>	\$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](http://www.landice.com)

