

BRIGHTON LAKES
COMMUNITY DEVELOPMENT
DISTRICT

NOVEMBER 7, 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

October 28, 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, November 7, 2019 at 6:00 P.M.** at the Brighton Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746

1. Pledge of Allegiance
2. Roll Call
3. Audience Comments (Limited to 3 minutes)
4. Approval of Minutes
 - A. Minutes of September 19, 2019 Meeting
5. CDD Landscaping & Maintenance Liaison Report
6. Vendor Reports
7. Follow-Up Discussion from Board of Supervisors' Workshop Held on November 7, 2019
8. Public Hearing on Rules Relating to Parking and Parking Enforcement
 - A. Public Comments and Testimony
 - B. Board Discussion
 - C. Consideration of Resolution 2020-01 – Adopting Rules Relating to Parking and Parking Enforcement
9. Public Hearing on Adoption of Amended and Restated Rules of Procedure
 - A. Public Comments and Testimony
 - B. Board Discussion
 - C. Consideration of Resolution 2020-02 – Adopting Amended and Restated Rules of Procedure
10. Consideration of Audit Committee Recommendation
11. Engineer's Report
12. District Manager's Report
 - A. Financial Statements
 - B. Check Register and Invoices

- C. Motion to Assign Fund Balance as of September 30, 2019
- D. Consideration of Resolution 2020-03, Amending the Fiscal Year 2018/2019 Budget
- 13. Attorney Report
- 14. Field Management Report
 - A. Sidewalk Pressure Washing Proposal
 - B. Removal of Work of Personal Property on District Owned Property Update
- 15. Other Business
- 16. Supervisor Requests and Comments
- 17. 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

4A.

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, September 19, 2019 at 6:05 p.m. at the Brighton Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746

Present and constituting a quorum were:

Marcial Rodriguez, Jr	Chairman
Michelle Incandela	Assistant Secretary
John Crary	Assistant Secretary
Mark Peters	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Tucker Mackie	District Attorney
Mark Vincutonis	District Engineer
Ariel Medina	Field Services Supervisor
Gerry Frawley	Landscape & Maintenance CDD Liaison
Lumuel Rivera	Magnosec
Miriam Klocman(on the phone)	Envera
Brian Fackler	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 Audience Comments

- Audience comments were received regarding:
 - Presentation made to Nestor Olmo who was very appreciative for having been remembered.
 - Signage for the meeting needs improvement.
 - Dead trees – who is responsible for removal.
- Ms. Suit asked if there were any additional comments, there being none the next item followed.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2019-06,
Designation of Officers**

- This resolution 2019-06 is for the designation of officers of the District. The Board can decide to keep the officers as is and add Mark Peters as an Assistant Secretary or the Board can opt to change the officers of the District. Mr. Rodriguez and Ms. Incandela both stated they would like the officers of the Districts to remain as is.
- The Board opted to keep the officers of the District the same.
 - Marcial Rodriguez, Chair
 - Brenda Jennings, Vice-Chair
 - Kristen Suit, Secretary
 - Stephen Bloom, Treasurer
 - Alan Baldwin, Assistant Treasurer
 - John Crary, Assistant Secretary
 - Michelle Incandela, Assistant Secretary
 - Mark Peters, Assistant Secretary

On MOTION by Mr. Rodriguez, Jr. seconded by Ms. Incandela with all in favor resolution 2019-06, designation of officers of the Board was adopted. 4-0

FIFTH ORDER OF BUSINESS

Approval of Minutes

A. Minutes of July 11, 2019 Meeting

- Ms. Suit if asked there were any changes, corrections or deletions to the minutes, there being none,

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor the minutes of July 11, 2019 meeting were approved.

B. Minutes of July 23, 2019 Continued Meeting

- Ms. Suit asked if there were any changes, corrections or deletions to the minutes, there being none,

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor the minutes of July 23 2019 continued meeting were approved.

SIXTH ORDER OF BUSINESS

**CDD Landscaping & Maintenance Liaison
Report**

- Mr. Frawley presented his report to the Board.
- He presented a few issues:
 - Light blew out on one side of the bridge, this has been fixed.
- Let the record reflect incoming conference call*
- Ms. Incandela inquired who was calling in.
- Mr. Medina stated Miriam Klocman from Envera.
- Ms. Incandela asked if Envera was given permission to call in as opposed to attending today's meeting. As per Mr. Medina, this was because of the meeting change in which she was originally attending but texted him today to inform him that she will be calling in. Discussion ensued regarding when the meeting was changed.
- Mr. Frawley continued his report presentation and reported the following:
 - Due to the lightning, an explosion of valves in the ground which operate the irrigation system from the bridge down to the entrance.
 - The center median there is a giant hole where the valve blew up and the area dug up. A proposal is needed for repairing this.
 - Original signs posted by the fire department to keep this area clear as it is an emergency exit for the pond if a truck had to get in there to suck water out of the ponds.
 - Some of the signs have fallen over, some completely missing, some are on the ground. Those that are on the ground he has asked Mr. Blance to put back up. He will get staff to contact the Fire Department and inform them of the missing signs and request they fix these.
 - Mr. Frawley would like to discuss emergency procedures for exiting of the community.

- 109 • Ms. Mackie stated at the last meeting they discussed not making any sort of
110 procedure until there is a workable right-of-way. Mr. Frawley asked if there
111 was a proposal available tonight to have this repair done. Ms. Mackie stated
112 this proposal would be for the engineer to review what would be required in
113 order to make that area a functional exit.
- 114 • Mr. Frawley discussed the emergency procedure he has been working on with
115 Mr. Blanco. Further discussion ensued regarding the emergency procedures
116 and some of the things that Mr. Frawley has put in place for this process.
- 117 • Mr. Blanco is making arrangements to get signs, as well, Mr. Frawley is hoping
118 to get some work done with a towing company and with that comes towing
119 signs. Further discussion ensued regarding signage, towing and parking as it
120 relates to the emergency exit.
- 121 • Mr. Frawley discussed the grinding of the sidewalks which he indicated was
122 more than halfway done, but have done a nice job so far. Ms. Incandela asked
123 if the grinding of the sidewalk means the cement at some point would have to
124 be replaced sooner or does it weaken it. Mr. Frawley stated from what he has
125 seen so far he does not see this being an issue at this point. His concern is
126 more of roots that come up and breaks the concrete in middle.
- 127 • Power washing of the sidewalks along the roads of the CDD property still needs
128 to get done. Mr. Medina informed Mr. Frawley he will be discussing this during
129 his report.
- 130 • Mr. Peters asked about the asphalt where it bubbles up on different sides of
131 the sidewalk. Mr. Frawley mentioned he should have taken some pictures but
132 thought this was something Ms. Suit was going to have Inframark do.
- 133 • Mr. Medina indicated Mr. Blanco has reviewed this area and identified the
134 areas of concern, but they want to finish the grinding before they address this
135 further. However, Mr. Peters feels this is an urgent issue especially since that
136 area is pretty dark and lots of people run in that area and he has seen children
137 stumble. Mr. Crary was on the sidewalk when someone fell and had to be
138 taken by ambulance so it is an issue. Mr. Crary asked how do they get a

139 proposal to get this area fixed immediately. Mr. Rodriguez asked Mr. Medina if
140 he could get a proposal.

- 141 • Mr. Frawley stated since it is considered an emergency and if the cost is lower
142 than \$5,000 this can be done in-between meetings if it is determined it is an
143 emergency. Mr. Crary asked Mr. Medina if he could bring a proposal for this
144 repair. Ms. Suit indicated Mr. Frawley has authorization up to \$5,000 to have
145 the repairs done before the next meeting. However, if the cost is over \$5,000 a
146 proposal will have to be presented at the next Board meeting for approval.
- 147 • Mr. Crary noted at the end of the last meeting he raised the issues of alligator
148 signs for the ponds. Ms. Incandela asked Mr. Crary to present this during
149 Supervisors' Comments.

150

151 **SEVENTH ORDER OF BUSINESS** **Vendor Reports**

152 **A. Consideration of Blade Runners Proposals 4292 and 4295 Viburnum**

153 **B. Consideration of Blade Runners Proposal 4388 for Drainage**

- 154 • Mr. Medina presented two proposals. Ms. Incandela interjected and
155 questioned why Blade Runner was not at today's meeting. Mr. Medina stated
156 a meeting invitation was sent to all vendors as well as a phone call so he is
157 uncertain why they are not here today.
- 158 • Mr. Medina stated these two proposals were tabled at the meeting. One of
159 the proposals is for the viburnum hedge by the tennis court and the other is for
160 the viburnum along the boulevard.
- 161 • Ms. Suit stated one proposal is in the amount of \$576 and the other is in the
162 amount of \$5,225 for a total of \$5,801. Mr. Frawley stated the drainage needs
163 to be done before we install plants. The drainage is a separate proposal.
- 164 • Ms. Suit indicated proposal 4388 is for drainage in the amount of \$2,750. Ms.
165 Incandela questioned if the drainage relates to proposal 4292 and Mr. Medina
166 said for proposal 4292 yes, but no for proposal 4295.
- 167 • The question was asked if they are giving too much water on these and is that
168 why they died. Mr. Frawley said the only viburnums he is aware of are those
169 planted by the previous landscape company which died and were replaced and

- 170 died, as well as the hedges which were knocked over by those driving down the
171 boulevard at high rates of speed and lose control.
- 172 • Ms. Incandela recalls when the landscapers were making their presentation
173 and had to be cut off because they had so much to cover and too many more
174 pressing issues not allowing them to fully present why those sections need to
175 be done and today, they are not present to discuss this matter.
- 176 • Ms. Incandela continued to say she is not really clear on the history of this and
177 her question is, is this the third time that they are replacing this and will they
178 have to look at spending \$6,000 in two years for replacement. Mr. Frawley
179 presented an example.
- 180 • Ms. Incandela interjected and asked if they adjusted the sprinkler system. Mr.
181 Frawley continued to say it was fixed later on but part of it was an issue of the
182 monthly inspections getting done and so when an area does not work, even
183 though it is inspected, they just did not see that. He thinks it went long enough
184 that it killed those particular set of shrubs which is about a 25-foot section.
185 Since then, they replaced them, but they have died again and it has been like
186 this for a long time.
- 187 • Mr. Frawley stated since the new landscape company has been here, they do
188 an excellent job of taking care of making sure that kind of stuff is working and
189 up until this last lightning strike that knocked out all the valves in the ground
190 that was sprinkling in there without any issue. Those shrubs are starting to
191 grow aside from the few that have died and there is just a hole there. Further
192 discussion ensued regarding this matter.
- 193 • Proposal 4292 is in conjunction with the drainage proposal 4388 and it has
194 nothing to do with proposal 4295. However, the proposal for 4295 there is an
195 irrigation proposal that will be discussed later that relates to 4295. Ms.
196 Incandela is not prepared to accept proposal 4295 because they do not have
197 irrigation settled in that area as yet. Mr. Rodriguez suggested putting the
198 viburnum proposal on hold and do the drainage first. Ms. Incandela stated
199 there is no issue with respect to proposal 4292.

- Proposals 4388 and 4292 can be approved as those have nothing to do with irrigation but 4295 will be tabled.

On MOTION by Ms. Incandela seconded by Mr. Peters with all in favor proposal 4292 for viburnum in the amount of \$576 and proposal 4388 for drainage were approved. 4-0

- Mr. Medina stated as Mr. Frawley had explained about the lightning strike, there was damage which is affecting eight zones so this needs to be repaired. Ms. Incandela asked if there was no insurance coverage for the lightning strike, does this not meet the deductible. Landscape is not usually covered by insurance and they are uncertain if the irrigation system is covered. Further discussion ensued regarding this matter.
- They will do the irrigation and viburnum and the irrigation cost is \$2,370.20.

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor to repair the irrigation as well as proposal 4295 for the replacement of viburnum was approved. 4-0

Sitex

- Mr. Medina mentioned the comments by the resident earlier in the meeting and indicated Sitex is present today and can discuss these concerns.
- Mr. Flacker from Sitex presented his report to the Board. He stated there is a lot of Hydrilla that they are dealing with. Hydrilla grows throughout the year and they have a heavy growth in the spring and they treat it aggressively to get control of it for the summer. Right now, in the early fall months August, September, October it starts coming back real heavy. If they treat it all at once they will have a lot of decomposition which will then result in a dissolved oxygen level drop and would affect the fish. They are currently aggressively treating this and hopefully they will get it situated in the next three to four weeks, but can only treat every two weeks.
- Mr. Crary asked if they look at the Hydrilla and the algae and when it grows into the swamps and between lakes whether this is a priority or does that matter. Mr. Flacker stated yes that would be first area that they would treating to try to dissolve that. Further discussion ensued regarding this matter.

- 234 • Mr. Flacker continued to state they have not had a lot of rain compared to last
235 month where they had a ton of rain and water levels were super high so they did
236 not see a lot of the Hydrilla as it was not visible.

237 **Magnosec**

- 238 • Mr. Rivera from Magnosec presented his report to the Board. He indicated there
239 were a number of incidents over the last month.
- 240 • They have four umbrellas working well but three are broken and one is not
241 working at all. The pool ladder is weak.
- 242 • Ms. Incandela inquired as to how many working umbrellas they currently have and
243 was informed one.
- 244 • Mr. Frawley stated the umbrellas have weights at the bottom sitting in the plastic
245 base and sits in the sun and gets brittle and can no longer hold onto the pole
246 anymore; if the wind comes up it will pull it right out of the stand and it will go
247 rolling all over.
- 248 • Mr. Peters asked how do we remedy this. He also inquired about the incidents
249 which have occurred whether they were criminal in nature. He was informed no it
250 was more of security type incidents.
- 251 • Ms. Incandela inquired which officers are on site on what days. Mr. Rivera
252 provided the schedule.

253 **Envera**

- 254 • Ms. Klocman from Envera along with Julian Perez were on the phone for the
255 technical aspect of the report. She apologized that due to the date change she was
256 unable to attend in person.
- 257 • Discussion ensued regarding whether the lightning strike that affected the gates
258 also affected the irrigation. The Board inquired whether an invoice would be
259 provided to this regard and Ms. Klocman indicated to date she had not received
260 one to provide to the Board. She continued to state lightning is not one of the
261 items covered under the maintenance plan but she will research this. She believes
262 the billing begins at the beginning of the month for work done the prior month.
263 Further discussion ensued regarding this matter.

- 264 • Ms. Suit expressed concern about the number of lightning strikes which have
265 occurred with Envera. She has several other Districts and does not recall this
266 amount of lightning strikes. She questioned whether they were certain it was
267 lightning strikes and if there was any way to protect the equipment from this
268 continuously happening.
- 269 • Ms. Incandela requested Envera provide them a list over the course of their
270 contract the number of lightning strikes and the total of those invoices so that they
271 can get a feel of how often this is occurring. She suggested setting up a workshop
272 to specifically review the Envera contract and all the incidents. They will go ahead
273 and schedule the workshop the same day as their next regular meeting doing it
274 prior to the regular meeting giving Envera an hour for full discussion.
- 275 • Mr. Frawley followed-up with Envera regarding their recent communication. He
276 questioned the status of the battery backup situation. Mr. Perez provided the
277 update on this matter. Further discussion ensued regarding this matter.

278

279 **EIGHTH ORDER OF BUSINESS** **Discussion Regarding Street Tree**
280 **Trimming**

281 **Ms. Mackie:** At the end of the last meeting, the Board communicated to her office to
282 reach out to Mr. Fraser who represents the HOA to communicate the Boards' desire
283 for the HOA to step up with respect to two things. One, the cost incurred to date that
284 the District has had to spend to adjust the street tree trimming. Two, to get some
285 positive understanding about their intent to enforce their declarations of codes
286 moving forward. She knows that the Chair did ask Mr. Payne of the HOA to attend and
287 other Board members, she knows that their President is here today and he asked that
288 this item be added to the agenda so he will defer to the Chair on how he would like
289 this to proceed, but this was communicated to Mr. Fraser per direction of the Board.

290 **Ms. Incandela:** When was the letter written to HOA, was there any communication to
291 **Marnie.**

292 **Ms. Mackie:** Well email communication.

293 **Ms. Suit:** Ariel brought me this email.

294 **Ms. Mackie:** I think she is talking about an email to myself. Which is several times
295 between the last meeting and now, yes email communication. So if this is their
296 response, they are here today to dialogue.

297 **Ms. Incandela:** So no written responses issue.

298 **Ms. Mackie:** No written response, I mean other than their physical presence here
299 today.

300 **Mr. Rodriguez, Jr:** Mr. Fraser, Mr. Payne, Ms. Harris, thank you for coming to the
301 meeting today. We are here to try to resolve this issue hopefully once and for all
302 regards to cutting these trees in front of the residents homes accordingly to the
303 declarations. We actually took the lead the first time and we paid about \$27,200 for
304 the first cut. Violations were also given to us again for several homes which are
305 **Patricia Circle, Whispire, Sawgrass** for approximately \$11,200. I am trying to get us to
306 work together to try to figure this out once and for all, the HOA, CDD and get this
307 done. How can you help us resolve this issue?

308 **Mr. Fraser:** Yeah I think when Tucker and I had conversation seeing emails back and
309 forth. One of the things that the HOA wants to do cohesively is to be able to put in the
310 budget, the budget is coming up but the HOA mentioned they would have interested
311 in doing is doing under the covenant some type of bulk service, they do it for a lot of
312 their communities in Sarasota, Orlando, Tampa where the HOA will get the vendor
313 together for the owners, again the HOA does not take any responsibility what so ever.
314 It is not any of the HOA responsibility.

315 **Ms. Incandela:** Are you referring to all owners when you say owners or just owners in
316 violation? When you say you get a bulk price, are you speaking of bulk price for all of
317 the trees whether they are in violation or not. Or do you mean just those that are in
318 violation that have to be trimmed.

319 **Mr. Fraser:** Technically but we will get once a year or twice a year whatever the
320 professionals recommend to have scheduled services and will send out a letter to let
321 the homeowners know this is what is going to cost, this is what you have to pay and
322 pay it essentially to a coordinate vendor. I think you guys had a vendor which I believe
323 the HOA, looking back at the issue last year when Tucker had started talking about
324 ownership of the land. I think the HOA had been charged \$80,000 and so I think you

325 guys it was like \$17,000 and ended up relatively close to there. So I do not know what
326 vendor he is but Tucker and I can exchange emails with regard to vendor and the new
327 proposal. I also do not know the end date for the next one.

328 **Ms. Mackie:** You met with **Mr. Wiens** their expectation on this second trench.

329 **Mr. Medina:** They will say as soon as possible, the sooner the better.

330 **Mr. Fraser:** If you guys want to let us know I guess we can talk to even the person at
331 the City, the HOA they can use their ability to get both services so that it stays
332 uniform. The biggest concern was actual ownership of the land which is the CDD, the
333 letter going to the CDD and uniformity. Because I think that everybody agrees and
334 Tucker and I agree and I believe there was an earlier question about trees just FYI
335 anybody heard that please get a permit before you cut down trees. There are so many
336 City violations, City codes, and County codes and it likely will not be your tree and get
337 a permit and make sure your landscaper does that, they will do it right, they will
338 replant the right thing whatever it is. So, if you think something is dead make sure I
339 have had associations, 12 other associations and a previous Board chopped down
340 trees they thought were dead and got fined by the County \$10-15,000 so this is for
341 homeowners too, check with a tree vendor that they have the permits. With regard to
342 uniformity and the next one we are happy to look at it, happy to do a BD conduit or
343 the uger broker for a rider and vehicle.

344 **Ms. Mackie:** The discussion that we had is that the District Board does not want to be
345 involved in terms of determining what trees are out of the compliance going forward
346 and what trees need to be maintained as we have discussed.

347 **Mr. Fraser:** I think the vendor would, right.

348 **Ms. Mackie:** If you went with the bulk service contract. One thing we talked about is
349 if again there are numerous trees that are out of compliance with the HOAs
350 declaration, if you guys want to enforce those on an individual basis and require that
351 that individual homeowner do the maintenance I don't think the District wants to
352 dictate to you whether you do a bulk service contract or you do it on an individual
353 basis. I think what the Board would like is to be left out of that process with the
354 exceptions of if Osceola County notifies us that there are trees out of compliance we
355 can certainly pass that information.

356 **Mr. Fraser:** This is the bridge that we want to work on there will always fine you guys
357 if it is out of compliance but what the idea would be is to have a policy or plan where
358 in general deal with sidewalks, pressure washing sidewalks, other areas not in this
359 community but just do it once a year have a vendor come around or if vendor comes
360 twice a year then have the vendor schedule it. It is literally on the agenda for when it
361 is coming around and people pay the assessment just like they would pay their HOAs.

362 **Ms. Incandela:** Why would we have any involvement in that?

363 **Ms. Mackie:** You would not, I do not think we want to dictate but that is the way most
364 manageable from the HOAs prospective to address the issue because perhaps you are
365 not having to deal with this on a recurring basis but you have a system in place.
366 Certainly if that is the best way to deal with it from your perspective, the District
367 defers to you rather whatever course of action you would like to take. I think the
368 Districts' issue is since 2013 we have been asking enforce the covenants, enforce the
369 covenants, enforce the covenants and nothing has been done. So if we can get an
370 understanding today, from this point forward you are taking the ball and running with
371 it. Whatever direction you with that ball, I don't think the District cares to dictate to
372 you what to do. I do not want to speak on behalf of the Board.

373 **Ms. Incandela:** The District does not care that HOA

374 **Ms. Mackie:** But certainly we will coordinate on any future trees that are out of
375 compliance. Ariel has certainly been the conduit that can involve and I will give you
376 **Mr. Wiens** contact information with the County so that you can meet now directly.

377 **Mr. Fraser:** Ariel can you the letter out.

378 **Ms. Mackie:** Can you send him Mr. Wiens' contact and the letter concerning the next
379 trench of trees that he has determined.

380 **Ms. Mackie:** The District has never been in the position that the trees are not on
381 District property nor that the HOA is the entity itself is responsible for maintaining
382 rather you are responsible for upholding the covenant and we haven't had any
383 traction on that.

384 **Ms. Incandela:** And that is all the Board is asking.

385 **Mr. Payne:** I have a quick question in regards to the Districts' position mentioned by
386 Mr. Rodriguez earlier. What is the latest status in regards to payment that have been
387 paid? I understand it is \$27,000 now.

388 **Mr. Rodriguez, Jr:** It is \$11,200 is the next proposal.

389 **Ms. Suit:** It is a little over \$17,000.

390 **Mr. Rodriguez, Jr:** \$17,200 was the first payment.

391 **Mr. Payne:** Has that already been paid?

392 **Ms. Incandela:** That is what we initially requested the HOA and I think you were all in
393 agreement to pay it but then we had to cancel the meeting, and there were conflicting
394 letters that were sent. So that the first set of trees that were done back in May.

395 **Mr. Payne:** I don't have any information with regards.

396 **Ms. Mackie:** What happened to the \$17,200 and then I know question from the Board
397 a previous meeting our fees, I do not know if Inframark has anything. Our report as of
398 July was since 2013 our legal fees have been in realm of \$10,000 on this issue.

399 **Mr. Payne:** That is \$10,000 separate from the \$17,200.

400 **Ms. Mackie:** That is correct.

401 **Mr. Payne:** And real quick, I do not want to take up too much time. In regards to
402 what is pending right now.

403 **Mr. Rodriguez, Jr:** Ariel, what is pending on the invoice?

404 **Mr. Medina:** It is about \$11,000.

405 **Mr. Fraser:** Does the vendor have the physical trees?

406 **Mr. Rodriguez:** Physical address and trees?

407 **Ms. Incandela:** So you just tore it in. Nothing.

408 **Ms. Suit:** No

409 **Mr. Fraser:** Harry have you been involved in this process as far as identification of the
410 trees.

411 **Harry:** No not at all, but can I ask you a question as a homeowner. You are talking
412 about the HOA doing some kind of trimming of these trees. The covenant says, I am
413 responsible for my tree and I do my tree. I also do my brother-in-law's two tree next
414 door; it is three trees I do. Why am I going to pay for somebody else who is too lazy to
415 do theirs in addition to that, that is your responsibility to make sure that those people

416 do theirs and you have all the enforcement capability to make sure that, that happens.
417 Why are you not doing that? That is a question requesting an answer. Sitting there
418 look like.

419 **Ms. Incandela:** Who is the question addressed to.

420 **Mr. Fraser:** First of all, it is not the HOAs responsibility, second of all

421 **Harry:** It certainly is the HOA responsibility.

422 **Mr. Fraser:** Certainly not legally speaking this is where

423 **?:** Can you enforce the covenant, that is what we are asking.

424 **Harry:** That is what I am talking about

425 **Mr. Fraser:** This is where we legally disagree. The HOA? Own money. The HOA has
426 offered \$12,000, before which was rejected. The HOA has offered to put out a joint
427 letter which was rejected by the CDD. As to going about this, the HOA has offered to
428 put three options out there we put it in the HOA budget means it pays for all, put in
429 the CDD budget, the CDD pays for all or we do this clause act pre-maintenance that
430 joint communication. What the HOA wants to do is, we want to get a good uniformity
431 to help in any way possible with an issue because it is a waste of homeowner money
432 to disagree.

433 **Harry:** This would be a waste of homeowner money. Is the homeowner responsible
434 to maintain the tree in front of their house? Yes, or no by our covenant. That is a yes
435 or no answer.

436 **Mr. Fraser:** The tree between the sidewalk and the street is CDD.

437 **Ms. Incandela:** Hold on, hold a second let me just answer this question. With respect
438 to the, Nate can you listen to the question carefully. The question was not respect to
439 ownership, the question was with respect to responsibility to maintain and trim. Is it
440 your position that the responsibility to maintain and trim the trees are between the
441 homeowners' property and the street on the sidewalk that, that responsibility to trim
442 those trees rests with the CDD?

443 **Mr. Fraser:** I believe based upon everything in.

444 **Ms. Incandela:** That is a yes and no question Nathan come on is it the responsibility of
445 the CDD.

446 **Mr. Fraser:** The CDD has

447 **Ms. Incandela:** I gotcha, so your position Nathan your position is that the
448 responsibility for trimming the trees which was by my interpretation of it the covenant
449 rests with the homeowners, which I myself and a number of people in this room have
450 been maintaining their trees for the past 18 years because the covenant has directed
451 that the homeowners are responsible for trimming those trees. So you are now telling
452 me that it is the HOAs position that the CDD all this time has been responsible for the
453 trimming of those trees and not the homeowner.

454 **Mr. Fraser:** I think the CDD failed when they did not trim the trees.

455 **Ms. Incandela:** The question is, then you are alleging that it is the CDD responsibility
456 for trimming those trees, is that correct.

457 **Mr. Fraser:** what I am telling you

458 **Ms. Incandela:** It is a yes or no question Nathan. Who is responsible for the trimming
459 of those trees?

460 **Mr. Fraser:** Let me give you a yes and no. Yes, you made a bad decision to spend
461 \$10,000 of the people that live in the District, \$10,000 of their money to get to
462 nowhere.

463 **Ms. Incandela:** I would like to know if you could answer one question for the
464 homeowners and for everyone in this room. The responsibility for trimming, this is a
465 very simple question and there is not a whole lot of options here Nathan. The
466 responsibility of the trimming of the trees on the property that is between the
467 homeowners' property and the street line, on the sidewalks is that the responsibility
468 of the CDD, yes or no.

469 **Mr. Fraser:** Oh yeah

470 **Ms. Incandela:** Is that the responsibility of the homeowner, yes or no.

471 **Mr. Fraser:** Because of you have concurrent jurisdiction, yeah.

472 **Ms. Incandela:** Your interpretation is that it is the responsibility of the homeowner
473 and the CDD. I am not quite sure how it's possible for them both to have the
474 responsibility. What is the responsibility of the HOA with respect to the trimming of
475 the trees if a homeowner is not in compliance with trimming the trees on their
476 property, what is the obligation of the homeowners' association?

477 **Mr. Payne:** What does that have to do with the

478 **Ms. Incandela:** Can you answer my question please.

479 **Mr. Payne:** That the County has imposed on the District

480 **Ms. Incandela:** I will get to your question in a second sir, can you answer my question
481 Nathan and then I will address the question of Mr. Payne. I will be happy to answer
482 your question Mr. Payne but there is a question pending from Nathan if you can
483 answer the question first Mr. Payne I will give you the floor and you can ask yours.

484 **Mr. Fraser:** I will answer your question. You have an irresponsible.

485 **Ms. Incandela:** We do not even have that question on the record Nathan so you are
486 answering, that is not the question.

487 **Mr. Payne:** It does not matter, it is horrible decision making and horrible...

488 **Ms. Incandela:** Sir, I am not interested in your opinion I am asking you a question.

489 **Mr. Peters:** Let me step in here, let me step in here.

490 **Ms. Incandela:** I am asking a question and I am giving you an opportunity to answer it.

491 **Mr. Fraser:** And I came here as a representative, look Tucker and I disagree on the
492 legal interpretation of whose responsibility it is, we disagree so there is no right
493 answer, but what we have said, to solve the problem to get everyone in the District is
494 pretty much a member of the HOA and all of sudden being a member in the HOA there
495 is an overlap so don't waste money. So the HOA proposes to come up with a global
496 solution to make sure that the trees are uniform at all times.

497 **Ms. Incandela:** So I had accepted the statement from the HOA attorney on behalf of
498 the HOA that it is his position that the trimming of the trees is the responsibility
499 somehow concurrently with the homeowner and of the CDD and he feels that the HOA
500 does not have responsibility or involvement with respect to the trimming. That is the
501 HOA's position, we will take that under advisement and we will consider our position
502 from there.

503 **Resident:** Can we hear from the other supervisors.

504 **Mr. Crary:** Let me say something, I have not said anything yet. I have gotten letters
505 from the HOA regarding the tree that was on my property so I went to the covenant to
506 find out exactly what my responsibility was, and it was pretty clear that it is the HOA's
507 responsibility to make sure that I trim my trees. I am not a lawyer but I read the

508 covenant and I have several times and it looks to me like it is an HOA responsibility
509 frankly.

510 **Ms. Incandela:** Here is the position of the CDD for the member of the audience, per
511 our covenant the homeowners are responsible for trimming trees on their property.

512 **Mr. Fraser:** What section

513 **Ms. Mackie:** I will read it out loud Nathan. Each owner shall maintain his or her lot
514 and any contiguous property between the lot and the pavement edge of any abutting
515 road. Pursuant to 11.12 maintenance by owners it includes the trimming of trees,
516 grass cutting and mow so every homeowner is responsible for maintaining those
517 trees. The HOA is responsible for enforcing the covenant that is included within the
518 covenant of the HOA. So I think the Districts' position is why isn't the HOA enforcing
519 that covenant. The District cannot be wholly responsible for maintenance if the
520 homeowner is wholly responsible for the maintenance pursuant to the declaration. I
521 am sure that you are aware within Osceola County, Orange County, the city of Orlando
522 there is enhanced landscaping within all of those right-of-ways for which the County
523 and City does not maintain those improvements, rather they rely on any property
524 owner who put in those improvements to maintain it. This is no different than that
525 situation. So I think again to bring it down a bit, I think the Districts' expectation is
526 that the HOA will pursue enforcement in whatever mechanism you all determine.
527 There are your covenants, you all have the enforcement rights. The District can't
528 enforce your covenants, that is the problem Nathan. So, I think that is what we are
529 looking for, you all to step up and do not an offer of assistance but what you are
530 essentially saying to this Board is out of the kindness of our hearts this is what we are
531 going to do. That is not the response that I think the District is looking for.

532 **Ms. Incandela:** For the benefit of the homeowners the way that this works and the
533 reason why the CDD does not just say we'll just do it. If you as a homeowner are in
534 compliance with your covenant and you trim your trees to the County's standards and
535 you follow all the rules and you either hire someone to do it or you do it yourself and
536 your neighbor does not do that, then the CDD does not have the ability to put liens on
537 the property or to fine the homeowner. The HOA has different abilities to do that and
538 the CDD does not and the CDD does not budget. We do not budget for things which

are under the purview of enforcement by the HOA. So you as a homeowner, you are paying for the maintenance and you are maintaining your own property. If the CDD then has to undertake the bill for homeowners that are not in compliance, the County comes in and says hey their areas are not in compliance. If it is CDD property, then it is CDD responsibility end of story. If it is a homeowner's tree, then what ends up happening if the CDD has to pay money to have a company come in that comes out of the CDD budget which means you are paying for your neighbors' failure to maintain their property and that is not the way that is supposed to work. If the CDD has to undertake legal actions to get the HOA to enforce or to stay, hey look you know you guys have the ability to fine people who are not in compliance you can do it yourself and then you can fine them. We do not have the ability to do that and that is probably why when they design these things that are under the HOA responsibility to do that. So for years the HOA has not enforced, we have not been able to and I think tonight we are still unable to get an answer as to why the HOA is not enforcing the covenant but certainly by the covenant they have the ability and nobody has denied that they have the ability to do that. We just don't have any explanations to why it has not been done. The CDD has taken expenses with respect to legal fees and with respect to trimming the trees that you have paid for. You have essentially paid for what the HOA has not done at this point and you have paid for what your neighbors have not done at this point. Moving forward it is the CDDs position that this is HOAs responsibility to enforce when a homeowner does not do this, that is the CDDs position that is not the HOA's position. Hold on one second as soon as I am done you can ask your question okay. That is not the HOAs position, I do not know what the HOAs position is, I cannot get a clear feel for that as of tonight but so that everyone knows that is the CDDs position, okay. Mr. Payne.

Mr. Payne: I would like to hear from another supervisor...Mark.

Mr. Peters: In the past the HOA has taken upon themselves to send out letters when the tree is less than seven feet above the sidewalk, hitting people's heads when they walk by. So you are telling me to maintain my tree, at that point you are taking action you do it sporadically I don't feel you should. If you are sending out letters about the tree over the sidewalk it should also be over the road. When the tree needs trimming,

570 it needs trimming because you know when you trim the tree one sided it will be heavy
571 on the other side. So you are telling us to trim it over the sidewalk because it is
572 getting in the way when people are walking, but you never say anything about the
573 other side, those are how the letters are structured. I feel that HOA should and they
574 have been doing it already continue doing it enforcement of the tree means trimming,
575 like how we did recently send out a letter regarding some of the homeowners on
576 Beale Court, Huron Circle that need their trees trimmed again. Those are the areas
577 that were just trimmed but the tree is growing so fast. I do not know why this is
578 becoming such a big battle and money is being spent unnecessarily when the HOA has
579 been doing this already why can't you just continue enforcing what is on the books,
580 the bylaws because that is what we expect. As a homeowner, before I came on the
581 Board I expect you to send me a letter about my tree when it is out of place and I have
582 done it. I have cut it before you send the letter and I maintain it. I cut it really high so
583 two firetrucks can pass side by side. I have done what I can and we can't push another
584 neighbor but you know what the letter that you guys send out several neighbors I
585 spoke to them and they cut their trees because of the letter that you sent so obviously
586 you have force and you are enforcing it, it works. Continue doing it, that is all that we
587 ask. I think that is what we are asking, right.

588 **Mr. Fraser:** I think we came today to explain that what the HOA has done, we had a
589 Board meeting ourselves on the conversations that we had with the CDD District
590 Counsel and the HOA wants to take a holistic problem to this so that it is not
591 piecemeal so in three days you do not get another four more letters and you don't get
592 another four more trees, holistically. We can't explain that and then have questions
593 as to why the HOA is not enforcing accountance and whose responsibility and
594 ownership again we are talking about, what we are talking about and what we talking
595 about before we disagree on. But what we don't disagree on is we cannot waste
596 money from the money side, uniform maintenance of the trees from a proactive
597 perspective should be something that this community and homeowners deserve.

598 **Ms. Incandela:** Let me just adjust that before you go up there. I appreciate that, I
599 consider and the Board has considered it to be a tremendous waste of money to have
600 to pay \$10,000 in legal fees to beg the HOA to enforce the covenant which the HOA

has the responsibility of enforcing. In addition, the CDD has undertaken already \$17,000 worth of tree trimming. Again, the CDD feels it is the responsibility of the HOA so coming here and asking about uniformity of trees and uniformity of trimming and accusing the CDD of wasting money when the CDD is only expending money because the HOA is failing to do so, to me defies logic. In addition, we still do not have an assurance from the HOA that they will resume and they will continue to enforce the covenants as the covenants are written and to fine homeowners as necessary or do the work as necessary with respect to the trees on homeowners' property that we are specifically speaking of not those that are on CDD property. It does not appear that we have any direction from you moving forward that the HOA intends to take the responsibility of enforcing the covenant so the CDD is going to have to act legally to recoup any expenses that the CDD has with respect to covenants that are not within the purview and the authority of the CDD to begin with. It does not appear that there is any agreement on that issue. Moving forward to be quite honest with you the Board's position is you do what you need to do under HOA guidelines to enforce the homeowners, to fine the homeowners in terms of uniformity of trimming quite honestly do what you have to with respect to your covenant to get the trees trimmed uniformly. It is not a CDD issue, it is not a CDD responsibility and I think we are at somewhat of an impasse. I do not want to waste any more time on this at this point it does not appear that we are going to get anywhere; I do not have answers; we do not have any commitments.

Mr. Peters: Let's hear from Larry, Larry I prefer as I always said. I know Nate has spoken to you.

Mr. Payne: I appreciate it I want to hear from more of the Board Supervisors, please.

Mr. Peters: We are asking you right now to ...

Mr. Payne: I will give you my opinion I do not have a problem with that.

Ms. Incandela: Mr. Payne the Board is not speaking because the Board is speaking in unison so if you want the individual Board members.

Mr. Rodriguez, Jr: I want to get this resolved once and for all. This stuff about back and forth and hitting heads has got to stop.

631 **Mr. Peters:** The money is wasting no matter how it is spent, it spent here, it is spent
632 there. It is a waste of our money. My money everyone here's money so if you guys
633 can't get together and fix this, this is ridiculous. You are grown people and you are
634 having your attorney speak for you and the CDD is having their attorney this is garbage
635 let us come together and agree on something. This is ridiculous.

636 **Mr. Rodriguez, Jr:** We have to get together, we got to resolve this. This stuff in
637 pushing stuff in different directions has got to stop. Even though we are two different
638 entities, we are here for these people in the community. We have to, we have to, we
639 have to get this resolved.

640 **Ms. Incandela:** The only question that the HOA needs tonight is if they are going to
641 accept the responsibility of enforcing the covenant and if they are not going to do that
642 then I am not sure what else you need from them. I am not sure what else they need
643 from them; I am not sure what else they want to hear. So Mr. Payne is the HOA going
644 to accept the responsibility for enforcing the covenant with respect to the tree
645 trimming.

646 **Mr. Payne:** Counselor will get back to you.

647 **Ms. Incandela:** Counsel is the HOA going to

648 **Mr. Fraser:** You and I also disagree, I mean you can go waste more and more

649 **Mr. Peters:** You are coming back to a different subject. We just want, Larry you asked
650 to hear from us. All four of us have spoken you said you were going to give your
651 opinion don't put it off to the attorney again. Do you see us do this? Let us hear from
652 you.

653 **Ms. Incandela:** Counsel is diverting, Counsel is not answering the questions and they
654 are attempting to circumvent and now Counsel is leaving the meeting. We have no
655 answers from the HOA.

656 **?:** So Larry you are not going to answer, we want to talk to the President, relax, relax,
657 relax

658 **Mr. Fraser:** The CDD does not spend more money we will solve it

659 **Resident:** I am sorry, I have a question

660 **Mr. Rodriguez, Jr:** Larry can you give us an answer please.

661 **Ms. Incandela:** They are not answering they are leaving the meeting.

662 **Mr. Fraser:** Larry has come to you multiple times, you rejected every single thing

663 **Mr. Peters:** You have a Board run by an attorney instead of being run by the
664 President. This is a bad thing that the HOA has. The HOA is not ran by the people by
665 Brenda who is here, oh not Brenda but it is run by you. I am going to come to the next
666 Board meeting we have to change this. It is not ran by the attorney. The attorney
667 does not run this Board we make decisions here and she goes along with it and allows
668 us. You are making decisions for the HOA and that is wrong. Larry never answers a
669 question that is put forth to him, he said what his attorney says that is what I agree
670 with. A simple thing.

671 **Mr. Rodriguez, Jr:** Mr. Fraser thank you very much. There is no more arguments
672 obviously we are not getting anywhere.

673 **Ms. Incandela:** It is over, just let him go, let him go. Let the man go

674 **Mr. Peters:** Three, four, five, six years we have been dealing ignorance for a simple
675 thing.

676 **?:** You did not accomplish anything you wasted your time coming here.

677 **Ms. Incandela:** Back on course, back on course. So by what happened tonight, by
678 what the attorney and by what the President of HOA indicated to us tonight is that
679 they are unwilling to accept the responsibility of trimming the trees with respect to
680 the covenant. They have attempted to circumvent questions, have not given
681 responses to answers are coming with the attention to clearly to just lay blame and to
682 get the CDD and homeowners of Brighton Lakes to pay again for services that the HOA
683 is responsible for which is extremely detrimental to the homeowners. Quite honestly I
684 am insulted and I am disheartened as a homeowner to have paid all these years and
685 then to pay repeated not only in attorney's fees but also to pay for the trimming of the
686 trees that is clearly not our responsibility and is not the CDDs responsibility. I think
687 given the hostile environment, given the inability for the HOA to do anything except
688 come and lay blame and try to get the CDD to accept their responsibility which we do
689 not have the legal authority to do as we cannot, we can't impose fines the way that
690 the HOA can per the covenant which is why it was never designated to us in the first
691 place. But I think that given that and given the hostile situation I do not think that we
692 have any opportunity or there is any chance of us solving this between the two

693 entities. I think we ought to commence litigation and I think we need to do it
694 immediately. I would like to do it as soon as possible. I don't see another alternative,
695 the HOA is not going to step up to the plate. I don't think that this is something that
696 the CDD should step up and do, we simply don't have the ability to assess for it and so
697 I am open to suggestions but quite honestly with what we have seen tonight I think it
698 is extremely disappointing to homeowners that the attorney not answering questions
699 and just running around in circles and trying to confuse homeowners never giving a
700 straight answer. It is pretty indicative of what we have seen over this past several
701 years with counsel trying to resolve these issues.

702 **Mr. Peters:** Why did the attorney come out here to point fingers at you. Is like
703 everything, you wasted this money and he kept going back and forth. I think we have
704 a Board you are not the only member on the Board.

705 **Ms. Incandela:** I think he was saying the Board.

706 **Mr. Peters:** No he said Michelle, he said you and then he kept bringing the same thing
707 back up. I do not know if that is the attorney's way of not answering a question.

708 **Ms. Incandela:** Now now, now now, not all attorneys.

709 **Mr. Crary:** I have two priorities about this. One I could care less what the HOA does
710 about this. It is clear that this is their responsibility so I do not care what they do or
711 how they do it, but I want our money back because they did not do it, it caused us to
712 spend \$17,200 and \$11,200 and I agree with Michelle from what I heard tonight and
713 just from my general commemorating about the HOA Board we are not going to get
714 nowhere. I want our money back if it requires suing them, fine.

715 **Ms. Incandela:** I make a motion to start the lawsuit immediately.

716
717 Ms. Incandela MOVED seconded by Mr. Crary to start the
718 lawsuit against the HOA immediately.

719
720 On VOICE VOTE with Ms. Incandela, Mr. Crary and Mr. Peters
721 voting AYE and Mr. Rodriguez, Jr voting NAY to start the
722 lawsuit against the HOA was approved. 3-1
723

724 **Ms. Suit:** Once we do this then we will not be asking them to come to the next
725 meeting to resolve it.

726 **Mr. Peters:** That is correct

727 **Ms. Incandela:** There was an opportunity.

728 **Ms. Mackie:** What we would propose doing then is holding a Shade meeting at the
729 November meeting to present that the Board be proposed form of compliant for
730 review by the Board at the November meeting and we will be prepared to do that.
731 The Shade meeting is a little different than a regular Board meeting. We have the
732 ability to exclude the public from those Shade sessions.

733 **Mr. Rodriguez, Jr:** Do we have enough time because we have Envera at 5:00.

734 **Ms. Mackie:** We have to public notice the Shade meeting.

735 **Ms. Incandela:** I think that we should do that on a separate date if we can but as soon
736 as possible.

737 **Ms. Mackie:** We can do that on a separate day and sooner than November if that is
738 the will of the Board. We can look at a date in October. That will be a closed meeting
739 for the edification the SHADE meeting transcripts are kept by District Management
740 and will then be discoverable once litigation has been completed.

741 **Ms. Incandela:** The transcript from the public hearing is that in any way of use if we
742 have that transcribed with respect to HOAs' position. So we need a full transcript of
743 this meeting not a summary.

744 **Ms. Suit:** The problem is you are asking and this is a lot of back and forth, back and
745 forth her not knowing who said what.

746 **Ms. Incandela:** We will have to do the best we can.

747 **Ms. Mackie:** Essentially what the action is just for the Board is they have a
748 prejudiciary duty under Statutes 2 and 4 of the covenant. Despite Mr. Frasers'
749 commentary to the same, it is a slam dunk. So I think that is theory that we will
750 pursue drafting certainly Mr. Crary damages will be sought it is the fees that have
751 been incurred by the District today including legal fees.

752 **Mr. Peters:** So now the HOA can send a letter out saying that they are going to have
753 to raise our fees because they have to pay the CDD.

754 **Ms. Mackie:** I think that is why the District has forgone this.

755 **Mr. Peters:** At the end of the day we pay for this.

756 **Ms. Incandela:** I mean we got to get people to go to the HOA meetings and start
757 educating people as to what is taking place.

758 **Mr. Peters:** Is it out of place for me to ask Marcial a question because he is on the
759 HOA Board.

760 **Mr. Rodriguez, Jr:** I resigned July 30, 2019.

761 **Mr. Peters:** What has been going on all these years that has prevented you guys from
762 agreeing to enforcing that rule. You have been on that Board obviously you either
763 voted or went along with what Larry was saying. So what has been the reason why
764 this has been done.

765 **Mr. Rodriguez, Jr:** They've been enforcing it.

766 **Mr. Peters:** So why is it like they want to say that they are not doing it but they are
767 doing it and they refuse to agree that they need to do it.

768 **Mr. Rodriguez, Jr:** I know you heard them.

769 **Mr. Peters:** It is like they are playing kid games here.

770 **Mr. Frawley:** When they enforced it in the past they were wrong

771 **Mr. Peters:** No but they just enforced it again.

772 **Mr. Frawley:** But if they are saying it is wrong for them to do it now when they
773 enforced it for all these years, does that say that they were wrong when they did it.

774 **Mr. Peters:** But this last month they did it. Within the last couple of weeks. No, what
775 I am saying, before years ago.

776 **Mr. Crary:** At the risk of you guys yelling at me, I thought, did you say a Shade
777 meeting.

778 **Ms. Mackie:** yes a Shade meeting.

779 **Mr. Crary:** well this is all going to come out on the table, then I suggest we wait until
780 then to do it.

781 **Ms. Incandela:** No that is not the purpose of the Shade meeting. We are just basically
782 gonna deal with aspect to go over the proposed complaint.

783 **Mr. Crary:** I do not see any point in arguing about what the HOA does or does not do.
784 This is a CDD Board meeting.

785 **Ms. Suit:** We need to determine then now tonight because I got a very booked
786 schedule as I am sure most of you do. When do you propose for the Shade meeting?

787 **Ms. Incandela:** How long do you need to have the stuff completed.

788 **Ms. Mackie:** Today is the 19th probably looking at the week of the 21st we would be
789 prepared.

790 **Ms. Suit:** I am out the entire week and the following week I could do. Can we do it
791 during the day.

792 **Mr. Rodriguez, Jr:** I think it is bad idea.

793 **Ms. Suit:** It is a Shade meeting; no residents can come it is only you.

794 **Mr. Rodriguez, Jr:** Yeah but what about the

795 **Ms. Incandela:** Who's working?

796 **Mr. Peters:** I am flexible

797 **Mr. Crary:** Say the date again

798 **Ms. Incandela:** We don't know yet.

799 **Mr. Peters:** How long do you think this will be

800 **Ms. Mackie:** Not long, I mean we will have the proposed complaint to you in advance
801 so that you can review it a little bit and it will be just getting your thoughts and
802 comments and direction.

803 **Ms. Incandela:** What about your schedule at work?

804 **Mr. Rodriguez, Jr:** Tuesday through Saturday, I am fine.

805 **Ms. Incandela:** During the day.

806 **Mr. Rodriguez, Jr:** Yeah.

807 **Mr. Peters:** I am fine except the week of October 13th to the 19th, I am not fine that
808 week.

809 **Ms. Suit:** Monday October 21st.

810 **Mr. Rodriguez, Jr.:** I work on Monday, so

811 **Mr. Peters:** Well Tuesday the 22nd.

812 **Ms. Incandela:** Can we possibly do it Thursday or Friday the day before if we did it
813 during the day.

814 **Ms. Suit:** he is not there.

815 **Mr. Peters:** The week before but what about the 28th.

816 **Ms. Incandela:** We are pushing it so far; I would like it as soon as possible.
 817 **Mr. Peters:** What about the 7th through the 12th.
 818 **Ms. Incandela:** I do not know if that is enough time for Tucker to get that completed.
 819 **Ms. Incandela:** How about the 17th or the 18th. So question can he attend by phone.
 820 **Ms. Mackie:** Yes, Shade meeting.
 821 **Mr. Crary:** What month are we talking about here.
 822 **Everyone:** October
 823 **Mr. Crary:** One of my hearing aids is at the shop, there you go.
 824 **Ms. Incandela:** He can attend by phone.
 825 **Ms. Mackie:** Can I see this agenda package real quick and we can move on with Board
 826 business.
 827 **Mr. Peters:** When are we going to meet.
 828 **Ms. Incandela:** We don't know yet; we are trying to see if he can attend by phone.
 829 You are going to get the documents in advance. They are very legal you will look at
 830 them and see if you have any questions or changes, Tucker will explain them, we
 831 approve them that's it. There is not a whole lot to it.

832

833 **NINTH ORDER OF BUSINESS** **Consideration of ADA Website**
 834 **Compliance and Management Proposals**

835 **A. ADA Site Compliance**

836 **B. V Global Tech**

837 **C. Campus Suite**

- 838 • Ms. Suit presented three proposals for Board consideration for website
- 839 compliance.
- 840 • Discussion changed to the tree trimming.

841 **Mr. Crary:** I have a question about the tree trimming. I mean the physical tree
 842 trimming.

843 **Ms. Suit:** Go ahead

844 **Mr. Crary:** I want to know does somebody certify the work as complete because I
 845 have heard a lot of complaints from residents that it was done over the sidewalks
 846 particularly. I walk into probably 100 trees that are not trimmed on the sidewalk
 847 after this trimming was apparently done.

Ms. Incandela: We only did a portion of the trees and then I am not sure if Ariel, we were concerned with the sidewalk.

Mr. Medina: It was both sides. The sidewalk and the streets.

Mr. Peters: I would agree with what John is saying, I complained the day they were doing it. I spoke to the guys I was not on the Board at the time. I could even tell by how they trimmed my tree. Right after they left a week later, the tree was still lower than they should be. I do not think anyone inspected the work because if it was inspected those were not the right heights. Because I saw a truck come in and hit the tree that just was trimmed.

Resident: Mr. Williams reviewed all of the trees that were initially noted and said they were high.

Mr. Crary: That answers my question that is all I wanted to know. Ok thank you.

- Discussion ended as it relates to the tree trimming and discussion continued on the ADA website proposal.
- Ms. Suit provided three proposals for ADA website compliance and the cost was much less than anticipated, but only if the District puts the required items on the website. Most of the Districts are going with Campus Suite, as their price is the most reasonable.
- Their proposal is \$3,627.50 and that is to remediate the first 1500 pages. If it is over that, she believes the cost is \$1.25 per page.

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor the proposal from Campus Suite in the amount of \$3,627.50 for ADA website compliance was approved. 4-0

- Ms. Mackie will prepare the formal agreement and bring it back for ratification.

TENTH ORDER OF BUSINESS

Engineer's Report

A. Consideration of Emergency Exit Study and Cost

- At the last meeting, there was a request to prepare a proposal to look at the emergency access at Juneberry.
- Mr. Vincutonis has to do due diligence and reach out to the County and answer questions the Board may have.

- He will have to see what the process is and what the County will approve to improve that emergency access as it is currently just a sodded stabilized access. He does not believe there is any geo-grid or anything like that in there. A proposal was presented which also included the cost to survey that area which is usually done before any design work or permit work.
- Mr. Vincutonis will determine what the County will and will not allow and come up with some options based on that discussion. He suggested they could approve the survey portion of the proposal as they eventually would need it unless they are not interested in doing anything. However, they may want to hold off on that and do the due diligence first but note the survey will eventually need to be done. They will come up with a design plan, get contractors and prices for the work once the plan is developed and approved by the County.
- Discussion ensued regarding the funding for this project. Ms. Mackie stated the District is not required to provide this emergency access. The Board determined this access would be necessary.

On MOTION by Mr. Crary seconded by Mr. Peters with all in favor the proposal from Hanson Walter in the amount of \$4,500 for surveying and civil engineering report was approved. 4-0

B. Discussion of Engineer's Report, Section 9.21 of the Master Indenture

- Mr. Vincutonis presented the engineer's report on the annual master trust indenture inspection report. He introduced Ms. Maria Adias from his office who assisted in preparing this report.
- The original copy of the report was provided in May and a follow-up copy was subsequently provided. A list of the items which they felt were out of compliance.
- Mr. Vincutonis went over the items on the report.

- 911 • Ms. Suit asked Mr. Medina to reach out to the landscaper to look at the items
- 912 under their scope of service as it relates to the items listed in the engineers'
- 913 report.
- 914 • Mr. Frawley mentioned that there was a discussion and it was decided the
- 915 bush hogging would not be done until January. Further discussion ensued
- 916 regarding the bush hogging.
- 917 • Mr. Vincutonis discussed the depressions behind the storming lights.
- 918 • In discussion it was decided for Mr. Medina to review all the items and Ms. Suit
- 919 stated the landscaping will be looked after in January and the other items Mr.
- 920 Medina will have ready proposals for the next meeting.

921

922 **ELEVENTH ORDER OF BUSINESS** **District Manager's Report**

923 **A. Financial Statements**

- 924 • Ms. Suit presented the financial statement. She highlighted that the District as
- 925 of July 31, 2019 is \$76,484 over budget.
- 926 • The total budget was \$814,371. Year to date actuals until July 31, 2019 the
- 927 District has spent \$729,628

928

929 On MOTION by Ms. Incandela seconded by Mr. Peters with all
930 in favor the financial statement was approved. 4-0

931

932 **B. Check Register and Invoices**

- 933 • Ms. Suit asked if there are any questions as it relates to the check register and
- 934 invoices.

935

936 On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr
937 with all in favor the check register and invoices were
938 approved. 4-0

939

- 940 • Ms. Suit mentioned at the last meeting Ms. Jennings brought up the January
- 941 and July 2020 meeting dates. Since Ms. Jennings is not present at today's
- 942 meeting for this discussion, Ms. Mackie indicated the issue was the concern the
- 943 meeting dates were close to holidays and the question was quorum might be

944 an issue. However, she indicated this could be discussed at the November
945 meeting as the next meeting will be January, and at the April meeting discuss
946 the July meeting date.

947 **C. Update Regarding Letters to Homeowners regarding Encroachment into**
948 **Conservations Areas and Stormwater Tracts**

- 949 • Mr. Medina provided a handout to the Board. He double-checked home by
950 home and updated the list of those homeowners. The updated list was
951 provided to the District Counsel.
- 952 • Mr. Peters discussed one of the properties which he sold recently and
953 questioned whether it was a violation or something that was noticed. Mr.
954 Medina indicated they have been working on this for months now.
- 955 • There are 15 individual homes on the list Mr. Medina provided to Ms. Mackie.
956 She indicated the direction they are looking for is for staff to go in and perform
957 the work and bill back the landowner for the cost to remove the vegetation
958 which is within the conservation areas.
- 959 • She continued on to state it would best for them to get the contract
960 information so that they could have the benefit of sending them the initial
961 letter.
- 962 • On Board consensus it was indicated the District would proceed with the work
963 and will recoup those costs from those homeowners who refuse to comply.
- 964 • Extensive discussion ensued regarding this matter. Also in discussion was the
965 landscape and drainage easement issue. Mr. Frawley provided his input on this
966 issue.

967

968 **TWELFTH ORDER OF BUSINESS** **Attorney Report**

969 **A. Update Regarding Parcel E**

- 970 • Ms. Mackie provided an update on the parcel E to the Board. She informed
971 them that the applicant withdrew their application. She has spoken with both
972 of them and their attorney and contacted the County and they have certainly
973 discussed the Charter School but they do not anticipate that there will be an

974 application made. She will keep the lines of communication open with the
975 County

976 • Ms. Incandela questioned if they decided to build a Charter School what would
977 be the process for this. Ms. Mackie indicated she is not proficient in the
978 process of charter school application or process. Further discussion ensued
979 regarding the charter school as a whole.

980 • Ms. Incandela asked about the review and the process prior to the withdrawal.

981 • Ms. Mackie shared the information on what was done during that process.

982 • Ms. Incandela inquired whether they would sell the District the property.

983 • Further discussion ensued regarding this matter.

984 • The discussion went back to the date for the SHADE meeting.

985 • Ms. Mackie stated they would not be able to have participation by telephone; a
986 quorum will be needed. Ms. Suit stated she can meet early on October
987 22,2019.

988 • The Board determined to hold a SHADE meeting on October 22, 2019 at 10:00
989 at the Brighton Lakes Clubhouse.

990 • Ms. Mackie discussed the rules relating to parking and parking enforcement as
991 well as the amended and restated rules of procedures which was set for
992 discussion at the September 5, 2019 but this meeting was cancelled. Included
993 in this agenda package was a memo indicating why there was an amendment
994 of the rules. This was due to legislative changes over the past few years and
995 practical considerations that they have that require an update for this District.

996 • Ms. Mackie stated if the Board has any questions to reach out to her or they
997 can continue this discussion at the November meeting.

998

999 **THIRTEENTH ORDER OF BUSINESS** **Field Management Report**

1000 **A. Discussion and consideration of Inframark Reimbursement to District**
1001 **regarding Brightview Landscaping**

1002 • Ms. Suit informed the Board that Inframark is going to reimburse the District in
1003 September in the amount of \$13,273.70 which is the one month of Brightview
1004 invoices.

B. Proposal for Treadmill Replacement

- Mr. Medina indicated Exercise Equipment provided proposals to replace the treadmill. This treadmill is nine years old and it was cheaper to replace it versus repairing it.
- Ms. Incandela asked if there was any additional equipment that was coming due for replacement. Mr. Medina stated currently these are the ones that are in need of replacement.

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor the proposal from Exercise Equipment in the amount of \$3,965 to replace the treadmill was approved. 4-0

- Mr. Frawley and Mr. Blanco discussed pressure washing the sidewalks. After discussion with Mr. Blanco, they are looking forward if the Board approves this to do this work after they finish the grinding of the sidewalks. Mr. Medina reached out to four companies and received two proposals. They are only looking at the concrete and common areas to be pressure washed.
- Mr. Medina asked about the process for guests attending an event at the clubhouse. Further discussion ensued regarding this issue.
- Mr. Medina inquired about the pool area as he was contacted by the Chairman as there were many kids at the pool area unattended. Discussion ensued regarding the expectation of the Board regarding the coverage for this area.
- Further discussion ensued regarding security coverage for the pool area.
- Discussion ensued to provide all Board members access to view the cameras remotely. Direction was given to Mr. Rivera to provide access to all the Board members to the camera system.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Mr. Crary was told to speak with Mr. Frawley regarding alligator signs. Mr. Crary and Mr. Frawley toured the community and he discovered alligator signs he was not aware they had.

- 1036 • Mr. Crary would like to see an alligator sign at the entrance of each of the
1037 ponds so you cannot go into the ponds starting at either end without seeing
1038 them.
- 1039 • Further discussion regarding location of current alligator signs within the
1040 community.
- 1041 • Mr. Crary will present a count of the number of alligator signs and costs at the
1042 next meeting.
- 1043 • Mr. Peters asked if he and Mr. Crary attend the HOA meeting that is coming up
1044 is that a problem. It was suggested that only one attend.
- 1045 • Discussion ensued regarding the Board members attending the HOA meetings.
1046 They also discussed candidates running for office attending upcoming
1047 meetings.

1048

1049 **FIFTEENTH ORDER OF BUSINESS Other Business**

- 1050 • None.

1051

1052 **SIXTEENTH ORDER OF BUSINESS Adjournment**

1053

1054

On MOTION by Mr. Peters seconded by Mr. Rodriguez, Jr with
1055 all in favor the meeting adjourned. 5-0

1056

1057

1058

1059

1060

1061

1062 _____
Secretary

Chairman/Vice-Chair

Sixth Order of Business

Envera Grounding Assessment for Brighton Lakes CDD

Per District request during the September CDD meeting, Envera performed a grounding assessment on all (3) entrances to Brighton Lakes CDD. Envera then hired 3rd party Electrician, Tri City Electric to perform an independent assessment and provide recommendations. Summary listed below.

Volta Gate:

Envera Assessment- Original ground measured 83.9 Ohms of resistance, Drove 2 new Ground rods, now measures 19.3 Ohms.

Tri-City Assessment- Ohms of resistance meets code, recommends installing surge protection on the high voltage.

Kariba Gate:

Envera Assessment- Original ground measure 3.04 Ohms of Resistance, up to code.

Tri-City Assessment- While performing the assessment the Tri-City Electrician found the ground wire was broken underground. He will be sending the service department a quote to repair. He recommends installing surge protection on the high voltage.

Main Gate:

Envera Assessment- Original ground measured 43.4 Ohms of resistance, Drove existing Ground 10 feet deeper, now measures 24 Ohms.

Tri-City Assessment- Ohms of resistance meets code, recommends installing surge protection on the high voltage.

Ditek recommends less than 25 Ohms of resistance for proper surge protection. All gates now meet that standard on the low voltage side.

The following pages contain invoices related to the surge event experienced on 8/29/19, followed by a single outstanding invoice from July of 2018



Please make remittance to: Envera Systems
 8281 Blaikie Court
 Sarasota FL, 34240

Invoice Number 00008376
 Ticket Number 00666169
 Completed Date 9/4/2019
 Payment Amount \$228.08

Account & Contact Information

Account	Brighton Lakes CDD	Legal Name of Entity	
Address	4250 Brighton Lake Blvd Kissimmee, Florida 34746 United States	Contact	Marcial Rodriguez
Phone	(407) 566-4126	Title	Board Member
		Phone	
		Email	marcial.rodriquezjrblcdd@yahoo.com

Work Details

Subject	Brighton Lakes Main Gate	Root Cause	Surge/Lightning
Time on Site	1.25		

Work Long Text

Description Reported: 9/03/2019 Several cameras out in FT2 / Next Gen, DVR rebooted, did not help

Steps taken: The kiosk, stacking, visitor tag & resident tag cameras are all offline. Power cycle to the camera power supply had no effect. Disabled all of these cameras from the DVR.

Work Performed Power-Cycled Equipment;Adjusted Equipment;Adjusted Camera(s);Performed system test- Fail;Return trip to be scheduled;Additional parts required;Repaired damaged equipment

The following parts and material were included above as part of this work order's line item detail. They are broken out in this section for quick reference.

Parts & Material

Manufacturer Product Code	Product Code	Product Name	Quantity Consumed	Unit Price	Consumed Cost
	Service Labor	SERVICE	1.25	\$105.00	\$131.25
DTK-PVPIP	16-DTK-0008	Surge Protection for IP/PoE Video Power and Data	1.00	\$96.83	\$96.83

Subtotal	\$228.08
Tax Rate	0.00%
Tax Amount	\$0.00
Grand Total	\$228.08



Please make remittance to: Envera Systems
 8281 Blaikie Court
 Sarasota FL, 34240

Invoice Number 00008426
 Ticket Number
 Completed Date 9/5/2019
 Payment Amount \$792.36

Account & Contact Information

Account	Brighton Lakes CDD	Legal Name of Entity	
Address	4250 Brighton Lake Blvd Kissimmee, Florida 34746 United States	Contact	Marcial Rodriguez
Phone	(407) 566-4126	Title	Board Member
		Phone	
		Email	marcial.rodriguezjrblcdd@yahoo.com

Work Details

Subject	Brighton Lakes Main Gate	Root Cause	Surge/Lightning
Time on Site	1.50		

Work Long Text

Description Return with 2.0 Honeywell camera. Retrieve from stock at the Orlando storage

Return with 2 MAC controllers to replace the main entrance controllers on resi and visi BA. Both BAs have been powered down.

All parts are on the shelf in Orlando storage. Please sign out and send a pic of the sheet to warehouse, Santo, Julian and Jordan.

Thanks

Work Performed Replaced damaged equipment;Power-Cycled Equipment;Performed system test- Pass;Adjusted programming;Adjusted Wiring

The following parts and material were included above as part of this work order's line item detail. They are broken out in this section for quick reference.

Parts & Material

Manufacturer Product Code	Product Code	Product Name	Quantity Consumed	Unit Price	Consumed Cost
	Service Labor	SERVICE	1.50	\$105.00	\$157.50
MGC-PRO-A-100		Magnetic Auto Control Pro Controller	2.00	\$0.00	\$0.00
DTK-MRJPOES	16-DTK-0036	Surge Protection for PoE	1.00	\$62.94	\$62.94
DTK-3LVLPX	16-DTK-0001	Surge Protector	2.00	\$53.42	\$106.84
HBW2GR1	01-HON-0005	Outdoor Bullet Camera - 2MP	1.00	\$465.08	\$465.08

Subtotal	\$792.36
Tax Rate	0.00%
Tax Amount	\$0.00
Grand Total	\$792.36



Please make remittance to: Envera Systems
 8281 Blaikie Court
 Sarasota FL, 34240

Invoice Number 00008534
 Ticket Number
 Completed Date 9/6/2019
 Payment Amount \$382.85

Account & Contact Information

Account	Brighton Lakes CDD	Legal Name of Entity	
Address	4250 Brighton Lake Blvd Kissimmee, Florida 34746 United States	Contact	Marcial Rodriguez
Phone	(407) 566-4126	Title	Board Member
		Phone	
		Email	marcial.rodriquezjrblcdd@yahoo.com

Work Details

Subject	Brighton Lakes - Main Gate Visitor LEDs	Root Cause	Surge/Lightning
Time on Site	0.50		

Work Long Text

Description Please assess and troubleshoot LEDs at Main Gate visitor, CAM is reporting they are not working.
 Work Performed Replaced damaged equipment;Performed system test- Fail;Return trip to be scheduled

The following parts and material were included above as part of this work order's line item detail. They are broken out in this section for quick reference.

Parts & Material

Manufacturer Product Code	Product Code	Product Name	Quantity Consumed	Unit Price	Consumed Cost
	Service Labor	SERVICE	1.00	\$105.00	\$105.00
LEDS22C	12-MAG-0036	MicroDrive Led Boom Single Strip 20'	1.00	\$277.85	\$277.85

Subtotal	\$382.85
Tax Rate	0.00%
Tax Amount	\$0.00
Grand Total	\$382.85



Please make remittance to: Envera Systems
 8281 Blaikie Court
 Sarasota FL, 34240

Invoice Number 00008751
 Ticket Number 00683545
 Completed Date 9/12/2019
 Payment Amount \$1,302.29

Account & Contact Information

Account	Brighton Lakes CDD	Legal Name of Entity	
Address	3614 Kariba Court. Kissimmee, Florida 34746 United States	Contact	Marcial Rodriguez
Phone	(407) 566-4126	Title	Board Member
		Phone	
		Email	marcial.rodriguezjrblcdd@yahoo.com

Work Details

Subject	Brighton Lakes	Root Cause	Surge/Lightning
Time on Site	3.50		

Work Long Text

Description Reported: Main - Cam reports the greeting/push button is not working.

Work Performed Replaced damaged equipment;Power-Cycled Equipment;Performed system test- Pass;Checked Out with onsite personnel;Adjusted Wiring

The following parts and material were included above as part of this work order's line item detail. They are broken out in this section for quick reference.

Parts & Material

Manufacturer Product Code	Product Code	Product Name	Quantity Consumed	Unit Price	Consumed Cost
	Service Labor	SERVICE	3.50	\$105.00	\$367.50
DTK-3LVLPX	16-DTK-0001	Surge Protector	1.00	\$53.42	\$53.42
DTK-4LVLPX	16-DTK-0002	Surge Protector for Access Reader	1.00	\$60.09	\$60.09
EMERGE ACM	06-LIN-0001	eMerge Access Control Module	1.00	\$821.28	\$821.28

Subtotal	\$1,302.29
Tax Rate	0.00%
Tax Amount	\$0.00
Grand Total	\$1,302.29

***Outstanding Invoice from event in July of 2018**

Hidden Eyes LLC
dba Envera Systems
8281 Blaikie Court
Sarasota, FL 34240

Invoice Number 17532
Sale Date 7/6/2018
Due Date 7/6/2018

Phone (941) 556-0731
Fax (941) 556-0737

Brighton Lakes CDD
210 North University Dr, #702
Coral Springs, FL 33071

Service Address

Brighton Lakes CDD - Main Ent.
Brighton Lakes Blvd.
Kissimmee FL, 347446

Description	Qty	Price	Net	Tax	Total
3.0 Megapixel WDR HD Bullet 3-9mm w/IR	3	\$460.73	\$1,382.19	\$0.00	\$1,382.19
GV-LPC2211 2MP IP LPR CAM 20M	1	\$941.91	\$941.91	\$0.00	\$941.91
eMerge Access Control Module 2 Door Controller 2 Reac	1	\$617.32	\$617.32	\$0.00	\$617.32
Surge (for VIQ, IR and PS)	6	\$89.90	\$539.40	\$0.00	\$539.40
DTK - Power Over Ethernet Surge Protection - Single Ch	1	\$50.73	\$50.73	\$0.00	\$50.73
Service Labor	1	\$1,020.00	\$1,020.00	\$0.00	\$1,020.00

TOTALS	\$4,551.55	\$0.00	\$4,551.55
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For Service Provided As Per Work Order Number 52695 - Lightning Strike

50% Courtesy Discount (\$2,275.78)

Total Due - \$2,275.77

- Installed new tag camera housing for resi and Visi
- Replaced 6 DTK PVPIP surges
- Upgraded firmware of the IFT due to issues attaching the new camera (IFT is now on 4.2.10)
- Programmed and attached new camera to IFT
- Verified that it is all recording
- Aimed and focused all cameras
- Replaced ACM on the eMerge

REMOTE MONITORING SERVICE AGREEMENT

"Client":	Brighton Lakes Community Development District	Date:	September 12, 2016	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	Brighton Lakes Community Development District	Contract #:	1164	
Description of gate ("Gates") locations, to be referred to as "Premises":		Main Entrance on Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #2 on Kariba Court and Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #3 on Volta Circle and Brighton Lakes Blvd., Kissimmee, FL 34746		

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

1. MONITORING SERVICES TO BE FURNISHED. Envera will furnish the following services ("Services") to the Community for the property located at the Premises, subject to the limitations and conditions set forth below in this Agreement:

- off-site monitoring and control of Client's Gates ("Monitoring Services"); and
- assisting the Community with updating the database of owners, residents, and authorized guests thereof ("Database Services"); and
- installation and maintenance of, and repairs to, the Comprehensive Monitoring System located at the Gates during the term of this Agreement ("Repair and Maintenance Services").

References in this Agreement to the "Comprehensive Monitoring System" shall include the Envera Kiosk System™ and related equipment as described on Exhibit "A" attached hereto; and

The Services shall consist only of the performance of the tasks expressly set forth in this Agreement and in the Service Level Agreement ("SLA") attached hereto as Exhibit "B". The SLA includes a Schedule of Services, which shall be completed by Client upon execution of this Agreement. The Schedule of Services includes a field in which the Client can request specific post orders or additional requests of Envera; Envera will determine whether or not it can comply with such post orders and requests in its sole discretion, on the basis of its current policies and business practices. Any additional requests made by the Client and agreed to by Envera may entail added one-time or recurring costs that will be subject to Client approval prior to effecting any post orders or additional requests. In the event any of the information on the Schedule of Services changes, it is Client's responsibility to submit an updated Schedule of Services to Envera. Envera shall be entitled to rely on the most recently submitted Schedule of Services. No services will be considered added unless and until both parties have initiated a revised Exhibit "B". Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Envera equipment. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client further understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for failure of any of such transmission failures. Envera assumes no liability for delays in the installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method utilized by the Comprehensive Monitoring System. The Services do not include provision of utilities for the Comprehensive Monitoring System. During the term of this Agreement, the Client agrees to exclusively use Envera for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity for operation of the Comprehensive Monitoring System. The Client shall provide a hard-lined primary internet service connection with a static IP address and a minimum of 5Mbps upload/download speed, and a secondary hard-lined internet connection with a static IP address and at least 3 Mbps upload/download speed. In the event that a secondary hard-lined connection is not available in the Client's geographical area, the Client may contract with an approved wireless SIM router provider for the provision of a secondary line. The Client understands that the performance of a wireless SIM connection is of variable quality, and is dependent upon a number of factors including signal strength and distance to the nearest cellular tower. In the event that primary and secondary lines fail, the gates at the Premises will, by default, remain in the open position until signal is restored.

2. TERM.

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

the Commencement Date shall be the date on which Envera provides notice to Client that the Comprehensive Monitoring System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.

- The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.
- After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

3. TERMINATION.

- Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 12 below.
- Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 13 below.
- Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4. COMPENSATION.

- The Client agrees to pay Envera the following fees, which are set forth in the Schedule of Fees attached hereto as Exhibit "C" (collectively the "Service Rates"):
 - The Monitoring and Database Service Rates. The parties agree that the Monitoring and Database Service rates that are currently identified on Exhibit "C" are based on the Client's representation that the number of homes listed are a true representation of existing homes in the Community that will be registered with Envera. If a greater number of homes is registered with Envera during the term of this Agreement, the Monitoring and Database Rates will increase by the per home per month price listed in Exhibit C, with such increase to take place in the month following the registration.
 - The Service & Maintenance Plan Rates.
 - The Repair & Maintenance Services Standard Rates, which apply when Client has declined the Service & Maintenance Plan and /or is responsible for Repair or Maintenance Service to the Comprehensive Monitoring System.
 - Client acknowledges that the rates set forth on Exhibit "C" do not include additional charges for any applicable taxes, and Client agrees to pay those taxes, if any. In addition, the Client agrees to pay for all costs to apply for and obtain any permits required by any state or local agency or body relative to the installation of the Comprehensive Monitoring System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
 - The Installation Fee.
- Envera will deliver to Client an invoice at the beginning of each month for the Monitoring and Database Services Rates and Service & Maintenance Plan Rates for the following month, and for any unscheduled Monitoring Services or Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. A two percent (2%) discount will be received by Client if Client pays by automated check handling ("ACH") on a monthly basis. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect. Except in cases in which an increase in Monitoring and Database Service rates occurs as a result of an increase in the number of homes, as described in paragraph 4(a)(i), increases in the Monitoring Service rate shall not exceed three percent (3%) over the corresponding rate charged for the previous year..
- Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the service provided under the terms of this Agreement, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- The Monitoring Service rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Comprehensive Monitoring System, but shall not be abated if Monitoring Services are not provided

REMOTE MONITORING SERVICE AGREEMENT

as a result of any failure of the electrical or internet communications system that services the Comprehensive Monitoring System. Client shall receive a prorated credit for such abatement on the next monthly invoice for the period of time beginning when Client notifies Envera that the Comprehensive Monitoring System is not functioning and ending when Envera has repaired or serviced the Comprehensive Monitoring System to correct the reported defect such that the Monitoring Services are being provided to the Community. Client shall not receive a credit pursuant to this paragraph for (i) malfunctions in the Comprehensive Monitoring System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Comprehensive Monitoring System that does not result in a suspension of the Monitoring Services.

5. LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- (a) Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above and further described in this Agreement and Exhibits attached hereto. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Comprehensive Monitoring System, as such obligations are set forth in this Agreement.
- (b) Envera is not the manufacturer of the Comprehensive Monitoring System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Comprehensive Monitoring System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this agreement to the contrary, where Client purchases a Comprehensive Monitoring System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, such repair or replacement being Client's exclusive remedy for any loss or damage due to breach of the warranty set forth in this subparagraph 5(b).
- (c) Notwithstanding anything to the contrary contained in this Agreement, as part of the Repair and Maintenance Services and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide standard maintenance and repair services without additional charge to Client. For the purposes of this agreement, "standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Comprehensive Monitoring System. Should any of the equipment need to be serviced or replaced at any time in connection with a standard maintenance and repair service, Envera will not charge for labor or system parts and materials. Trip charges may apply. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is "standard" or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5(d) below.
- (d) Repairs to or replacement of the Comprehensive Monitoring System or its components rendered necessary by any of the following events shall not be considered "standard" and related costs shall be the responsibility of Client at the Repair & Maintenance Services Standard Rates: accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power, or internet service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.
- (e) EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5(b) HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPREHENSIVE MONITORING SYSTEM (INCLUDING THE INSTALLATION THEREOF), AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. ENVERA DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE COMPREHENSIVE MONITORING SYSTEM.
- (f) It is understood and agreed by the parties hereto that Envera is providing a Comprehensive Monitoring System and/or Services designed to reduce the risk of loss only; that Envera does not cause any of the adverse events that the Comprehensive Monitoring System or the Services are meant to avert, and that Envera does not guarantee or warrant that no adverse events will occur during the term of the Agreement; that the payments provided for herein are based solely on the value of the Comprehensive Monitoring System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses that may occur in cases of malfunction or nonfunction

of any Comprehensive Monitoring System provided by, or serviced by, Envera, that Envera is not liable for losses that may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance, and Client waives and releases Envera from any such damages, claims and losses; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase and maintain such insurance and Client shall look only to its insurer in the event of the occurrence of any adverse event that the Comprehensive Monitoring System or the Services are meant to avert; that Envera offers several levels of protection and services; and that the Comprehensive Monitoring System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.

6. **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Comprehensive Monitoring System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances. Client shall not make any modifications to the Comprehensive Monitoring System without first obtaining the written approval of Envera. Client shall be responsible for all costs associated with the removal of any trees, and damage to control wiring, utility wiring or ducting, or other subterranean or hidden facilities that are damaged during installation.
7. **EQUIPMENT.** Client acknowledges that the Envera Kiosk System™ shall remain the property of Envera and that Client is only licensed to use such equipment during the term of this Agreement. Ownership of the rest of the components of the Comprehensive Monitoring System is set forth in Exhibits "A" and "C". If any other components of the Comprehensive Monitoring System are purchased by the Client, then Envera will retain a security interest in such equipment until the full purchase price has been paid. If Envera chooses to obtain a backup internet connection to serve the Comprehensive Monitoring System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection.
8. **SYSTEM CHECKS.** Client agrees to perform system checks as instructed by Envera to ascertain if the Comprehensive Monitoring System is properly functioning. If Client shall discover a defect in the Comprehensive Monitoring System, Client shall immediately contact Envera in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered. Envera shall perform repairs as soon as is reasonably possible after receipt of notice from Client.
9. **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Comprehensive Monitoring System reasonably available to Client, which footage is typically retained by the digital video recorder for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers. Envera agrees to reasonably cooperate to provide available video footage to Client in response to any public records requests received by Client; provided, however, that to the extent permitted by Florida law, Envera shall be entitled to reimbursement for its reasonable time and material expenses incurred in responding to such requests, the costs of which shall be invoiced to Client and paid according to subparagraph 4(b) above.
10. **INFORMATION.** Client agrees, upon signing this Agreement, to supply ENVERA with the following information, all of which shall be transmitted to Envera via email or other electronic means and shall be made structured in an electronic format specified by Envera, for importation into Envera's database:
 - (a) A complete electronic list of names, mailing addresses and phone numbers of property owners and homeowner/condominium association members for the purpose of notifying the residents of the Community's decision to contract with Envera. The notification will provide simple instructions regarding the use of Envera, a PIN Code for use by each residential unit and a questionnaire regarding the residents' wishes for permanent and temporary guests, allowed service personnel and rental/renter information.
 - (b) Client's written instructions for admittance of Client's employees, vendors and service personnel through the Gates. These instructions should include, as applicable, contracted service vendors (e.g., landscape maintenance), purveyors and employees, resort guests and instructions regarding sport activity reservations.

REMOTE MONITORING SERVICE AGREEMENT


- (c) A list of renters in the Community and the dates of their lease commencements and expirations. Client shall provide Envera with the appropriate contact information for each new resident/renter as new residents move in.
- (d) Contact information for the appropriate law enforcement and emergency service agencies servicing the Community.
11. **PRIVACY.** All of the information described in paragraph 10 above ("Protected Information") shall be held by Envera as confidential and will be used for no purpose other than maintaining an information database as described herein. Envera shall not release any of the Protected Information to any third party without the prior written consent of Client. Notwithstanding the foregoing, in the event Envera becomes legally obligated to disclose any of the Protected Information, Envera may disclose that portion of the Protected Information as is legally required to be disclosed, provided that Envera shall promptly notify Client of such required disclosure so that Client may seek a protective order or other appropriate remedy.
12. **DEFAULT.**
- (a) **Default by Client.** Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 13 below.
- (b) **Default by Envera.** Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 13 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
13. **DAMAGES.**
- (a) **NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- (b) In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a) above, Client shall pay to Envera fifty percent (50%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period, as applicable (the "Liquidated Damages"). Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement. In the event Client fails to pay the amount of Liquidated Damages and/or the amount then due for Services previously rendered within thirty (30) days of termination, Client agrees to pay Envera all costs of collection, including without limitation, reasonable attorney's fees.
- (c) In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 12(b) above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4(a)(i) above. In no event will Envera be liable for consequential, incidental, indirect, punitive or special damages from any cause of action of any kind, whether arising in contract, tort, or otherwise.
14. **INDEMNIFICATION.**
- (a) To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims, damages or losses asserted by third parties (the "Claims") and that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Comprehensive Monitoring System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
- (b) Envera agrees to and shall indemnify, defend and hold harmless Client from and against claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party, or arising out of or relating to any alleged failure to provide Services. Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law.
15. **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the systems provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.
16. **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, facsimile, or electronic mail to the parties set forth on the schedule attached hereto as Exhibit "D" and incorporated herein by reference. Change of address may be designated by appropriate notice similarly given to the other party herein.
17. **LIVE GUARD SERVICES.** Client may retain the services of a third party to provide live guard monitoring of Client's Gates during hours when Envera is not providing Monitoring Services. In such event, Client shall provide Envera of written notice of any such live guard services at least thirty (30) days prior to the commencement thereof, including contact information for the live guard and the hours during which the live guard will provide its services. Envera shall have no responsibility for the actions of a live guard and shall not be obligated to provide the live guard access to the Comprehensive Monitoring System. Client's indemnification obligations set forth in paragraph 14 above shall expressly extend to and include any and all claims relating to actions or omissions of any live guard.
18. ~~Envera~~ (Envera) Client (Client) *(Parties shall initial this provision if it applies.)* **PROPERTY MANAGEMENT.** Client has retained the services of a property management company to facilitate the operation of various functions of the Community. Envera is hereby authorized to communicate with and rely upon the actions of such property management company, through the individual(s) identified below, with regard to all aspects of this Agreement, except for the execution of amendments hereto which shall require the signature of an officer of Client's corporation. Further, a copy of any notice required under this Agreement shall also be sent to the contact information set forth on the schedule attached hereto as Exhibit "D" and incorporated herein by reference and Client shall notify Envera of any change to such information.
19. ~~Envera~~ (Envera) Client (Client) *(Parties shall initial this provision if it applies.)* **COMMUNITY DEVELOPMENT DISTRICT.** The parties acknowledge that Client is a community development district established and governed according to Chapter 190, Florida Statutes. Exhibit "E" containing additional language regarding the nature of a Community Development District is attached hereto and incorporated herein by reference.
20. **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
21. **MISCELLANEOUS.**
- (a) In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals.
- (b) This Agreement will be construed and enforced in accordance with Florida law.
- (c) This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
- (d) If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.
- (f) The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
- (g) If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.

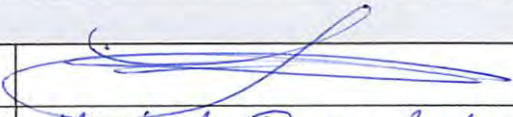
REMOTE MONITORING SERVICE AGREEMENT

- (h) Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
- (i) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.
- (j) The Client agrees that Envera retains sole authority over the use of and access to the MyEnvera.com website, any database contained on that website, and any

information that is uploaded to that website via any Envera mobile device application ("App"). The Client shall not restrict its residents' access to the MyEnvera.com website, or any Envera App, and shall not restrict a resident's ability to modify or update the information contained therein, including guest information. All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the "Database Information"), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.

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

HIDDEN EYES, LLC d/b/a Envera Systems:	
Signature	
Print Name	Addi J. Aloya
Title / Position	Chief Executive Officer
Date	10/04/16

CLIENT:	
Signature	
Print Name	Michelle Incardine
Title / Position	Chairman
Date	9-29-16

REMOTE MONITORING SERVICE AGREEMENT

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

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

Related Equipment (components to be listed below):

Virtual Gate Guard System at Main Entrance

1	2 button Envera Kiosk System™ Megapixel (Envera Owned)	3	Outdoor Bullet Camera - 3MP
2	License Plate Camera	2	License Plate Camera Housing
1	License Plate Camera - ALPR	1	License Plate Camera - ALPR - Camera Mount with Pole Adapter
1	Traffic Light - Red/Green	3	Post Cap 4x4
1	12' Post	1	iBoot Bar
2	8' Post	3	Ground Loop
3	Ground Box Large	7	Grounding Group
1	Equipment Rack - 41" (Floor)	3	Loop Detector
1	Rack Base with Casters (ERK)	1	Sonicwall Router
1	Rack Shelf	1	Battery Backup 7 Outlet 600VA
1	8 channel CCTV power supply (rack mount)	1	Power Relay Modbus TCP Module - 6-Channel
1	Power Supply 24VDC 350W Regulated for ALPR	1	Timer - 4 Hour
6	Snap Track for Power Supply	1	Power Supply 8 Channel (Rack Mount)
4	Snap Track for Relay	2	Relay 120V
3	PVC Box for Surge Protection	5	Relay ALT
1	Surge Protection for Cable Modem	2	Surge Protector
5	Surge Protection for IP/PoE Video Power and Data	2	Power Supply 2.5 Amp
3	Surge Protection for PoE	1	Netgear ProSafe Plus Switch, 8-Port Gigabit Ethernet with PoE
1	Netgear 5-Port 10/100/1000 Gigabit Ethernet Switch	1	Surge Protection for T1 Modem
1	SOS - Siren Operated Sensor	2	Plug-in TX
1	Misc Parts & Fittings	3	Single Video Balun
2	Paver Fee	2	Chamberlain Relay
1	Bore Setup	50	Bore
78	Trenching & Backfilling	98	Conduit
500	Wire		Labor

Takeover of Access Control System for Resident Vehicles at Main Entrance

1	eMerge50P Network Controller	50	Wire
	Labor		

LED Barrier Arms at Main Entrance

2	15' Magnetic Access Pro H Barrier Arm	2	Microdrive LED Boom Strip
2	Boom Contact	2	Dedicated Power
2	Ethernet Module	2	Power Supply 2.5 Amp
3	Misc Parts & Fittings	2	Plug-in TX
100	Wire		Labor

REMOTE MONITORING SERVICE AGREEMENT

Virtual Gate Guard System at Kariba Court Entrance #2

1	2 button Envera Kiosk System™ Megapixel (Envera Owned)	3	Outdoor Bullet Camera - 3MP
2	License Plate Camera	2	License Plate Camera Housing
2	8' Post	2	Post Cap 2X2
1	12' Post	3	Post Cap 4x4
2	Hoffman Mounting Post	2	Ground Loop
2	Outdoor Enclosure Large	2	Loop Detector
4	Outdoor Enclosure Back Plate	1	Sonicwall Router
2	Outdoor Enclosure Fan with Filter	1	Battery Backup 7 Outlet 600VA
2	Outdoor Enclosure Fan Vent	1	iBoot Bar
2	Outdoor Enclosure Padlock Kit	1	Netgear ProSafe Plus Switch, 8-Port Gigabit Ethernet with PoE
2	Outdoor Enclosure Padlock	2	Relay 120V
1	SOS - Siren Operated Sensor	3	Relay ALT
3	PVC Box for Surge Protection	1	Power Supply 4 Channel
3	Surge Protection for IP/PoE Video Power and Data	1	Power Supply 3.5 Amp with Cord
2	Surge Protection for PoE	1	Power Supply 2.5 Amp
1	Surge Protection for T1 Modem	2	Single Video Balun
1	Surge Protection for Cable Modem	3	Snap Track for Power Supply
3	Ground Box Large	2	Plug-in TX
5	Grounding Group	4	Snap Track for Relay
2	Whip Power Cord for Fan	2	Chamberlain Relay
1	Misc Parts & Fittings	1	Bore Setup
50	Bore	10	Trenching & Backfilling
30	Conduit	210	Wire
	Labor		

Takeover of Access Control System for Resident Vehicles at Kariba Court Entrance #2

1	eMerge Micronode	1	PoE Injector
50	Wire		Labor

LED Barrier Arms at Kariba Court Entrance #2

2	20' Magnetic Access Pro H Barrier Arm	2	20' Barrier Arm Pendulum Support
2	Pendulum Support	2	Microdrive LED Boom Strip
2	Boom Contact	2	Dedicated Power
2	Ethernet Module	3	Power Supply 2.5 Amp
3	Plug-in TX	1	Misc Parts & Fittings
100	Wire		Labor

REMOTE MONITORING SERVICE AGREEMENT

Virtual Gate Guard System at Volta Circle Entrance #3

1	2 button Envera Kiosk System™ Megapixel (Envera Owned)	3	Outdoor Bullet Camera - 3MP
2	License Plate Camera	2	License Plate Camera Housing
2	8' Post	3	Post Cap 4x4
1	12' Post	2	Post Cap 2X2
2	Hoffman Mounting Post	2	Ground Loop
4	Outdoor Enclosure Back Plate	2	Loop Detector
2	Outdoor Enclosure Fan Vent	1	Sonicwall Router
2	Outdoor Enclosure Fan with Filter	1	Battery Backup 7 Outlet 600VA
2	Outdoor Enclosure Large	1	8 channel CCTV power supply (rack mount)
2	Outdoor Enclosure Padlock	1	iBoot Bar
2	Outdoor Enclosure Padlock Kit	1	Netgear ProSafe Plus Switch, 8-Port Gigabit Ethernet with PoE
1	SOS - Siren Operated Sensor	2	Relay 120V
3	Surge Protection for IP/PoE Video Power and Data	2	Power Supply 2.5 Amp
2	Plug-in TX	1	Power Supply 4 Channel
3	Surge Protection for PoE	3	Relay ALT
2	Surge Protection for T1 Modem	2	Single Video Balun
1	Surge Protection for Cable Modem	3	Snap Track for Power Supply
3	PVC Box for Surge Protection	4	Snap Track for Relay
3	Ground Box Large	2	Chamberlain Relay
5	Grounding Group	1	Misc Parts & Fittings
1	Bore Setup	2	Whip Power Cord for Fan
50	Bore	10	Trenching & Backfilling
30	Conduit	210	Wire
	Labor		

Takeover of Access Control System for Resident Vehicles at Volta Circle Entrance #3

1	eMerge Micronode	1	PoE Injector
50	Wire		Labor

LED Barrier Arms at Volta Circle Entrance #3

2	20' Magnetic Access Pro H Barrier Arm	2	20' Barrier Arm Pendulum Support
2	Pendulum Support	2	Microdrive LED Boom Strip
2	Boom Contact	2	Dedicated Power
2	Ethernet Module	3	Power Supply 2.5 Amp
3	Plug-in TX	1	Misc Parts & Fittings
100	Wire		Labor

REMOTE MONITORING SERVICE AGREEMENT

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




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

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

All of the above shall be included in the standard rates set forth in the Monitoring and Database Service Rates.

Envera Video Retrieval Guidelines

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

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

REMOTE MONITORING SERVICE AGREEMENT

EXHIBIT "B" PAGE 2 - SCHEDULE OF SERVICES

Customer Information:					
Client Name:	Brighton Lakes Community Development District	CSID #:			
Bill Company:	Brighton Lakes Community Development District	Account #:			
Bill Address:	210 North University Drive, Suite 702, Coral Springs, FL 33071				
Emergency Contact List / Email Notifications (List in Order):					
Name:		Phone #:		Email:	
Name:		Phone #:		Email:	
Name:		Phone #:		Email:	
Gate Break Repair Contacts:					
Company:		Contact:			
Instructions:		Phone #:			
Company:		Contact:			
Instructions:		Phone #:			
Company:		Contact:			
Instructions:		Phone #:			
Gate Open / Close Times:					
ALL ENTRANCES					
	Open Time	Close Time		Open Time	Close Time
Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 hours <input type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Monday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 hours <input type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Tuesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 hours <input type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Wednesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 hours <input type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Thursday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 hours <input type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Friday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 hours <input type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Saturday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 hours <input type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Post Orders / Changes:					
1.					
2.					
3.					

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

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

REMOTE MONITORING SERVICE AGREEMENT

EXHIBIT "C" - SCHEDULE OF FEES

A. Monitoring & Database Services Rates

Envera Kiosk System™	\$ 500.00	x 3	Kiosk(s) =	\$ 1,500.00
24 Hour Monitoring of Virtual Gate Guard System (3) Entrances	\$ 5.40	x 751*	Homes =	\$ 4,055.40
Managed Access Control	\$ 250.00	x 1	=	\$ 250.00
* \$5.40 per month for each additional home as registered with Envera				Monthly Monitoring Rates \$ 5,805.40

B. Repair & Maintenance Services

SERVICE & MAINTENANCE PLAN RATES

Monthly rate for standard services described in paragraphs 1 and 5 of the Agreement.	\$ 1,212.60
<input checked="" type="checkbox"/> ACCEPT MONTHLY PROGRAM	<input type="checkbox"/> DECLINE MONTHLY PROGRAM - STANDARD RATES APPLY

REPAIR & MAINTENANCE STANDARD RATES

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

C. Installation Fee

Virtual Gate Guard System at Main Entrance	\$ 22,695.40	x 1 =	\$ 22,695.40
Takeover of Access Control System for Resident Vehicles at Main Entrance	\$ 2,672.00	x 1 =	\$ 2,672.00
(2) LED Barrier Arms at Main Entrance	\$ 14,108.50	x 1 =	\$ 14,108.50
Virtual Gate Guard System at Kariba Court Entrance #2	\$ 24,161.60	x 1 =	\$ 24,161.60
Takeover of Access Control System for Resident Vehicles at Kariba Court Entrance #2	\$ 1,925.00	x 1 =	\$ 1,925.00
(2) LED Barrier Arms at Kariba Court Entrance #2	\$ 14,108.50	x 1 =	\$ 14,108.50
Virtual Gate Guard System at Volta Circle Entrance #3	\$ 24,342.60	x 1 =	\$ 24,342.60
Takeover of Access Control System for Resident Vehicles at Volta Circle Entrance #3	\$ 1,925.00	x 1 =	\$ 1,925.00
(2) LED Barrier Arms at Volta Circle Entrance #3	\$ 14,108.50	x 1 =	\$ 14,108.50
Client acknowledges that it is purchasing certain components of the Comprehensive Monitoring System as outlined in Exhibit "A" of this Agreement, but that all compensation paid pursuant to this Agreement is solely for the use, but not ownership of the Envera Kiosk System™ and that the Envera Kiosk System™ shall remain the sole property of Envera			Discount \$ (50,047.10)
Total Installation			\$ 70,000.00

D. Pre-Payment Deposit

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

Monthly Monitoring & Database Services	\$ 5,805.40	x 1 =	\$ 5,805.40
Monthly Repair & Maintenance Services	\$ 1,212.60	x 1 =	\$ 1,212.60
7% Sales Tax			\$ Exempt
Total Monthly Compensation			\$ 7,018.00
Total Due for Pre-Payment Deposit	\$ 7,018.00	x 2 =	\$ 14,036.00
Total Due for Installation Deposit	\$ 70,000.00	x 50% =	\$ 35,000.00
Total Deposit Due			\$ 49,036.00

REMOTE MONITORING SERVICE AGREEMENT

EXHIBIT "D" - NOTICES & ADDRESSES

All Notices will be sent to:

ENVERA:	Envera Systems				
Address:	4171 W. Hillsboro Blvd., Ste. 2				
City:	Coconut Creek	State:	FL	Zip:	33073
E-mail:	info@enverasystems.com	Fax:	(561) 910-5869		

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

CLIENT:					
Address:					
City:		State:		Zip:	
E-mail:		Fax:			

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

Property Management Company:

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

REMOTE MONITORING SERVICE AGREEMENT**EXHIBIT "E" – COMMUNITY DEVELOPMENT DISTRICT ADDENDUM**

1. Given the nature of a Community Development District, the parties acknowledge that the roads within the Community are dedicated for public use and as such, Envera may not restrict or limit public use or access to them.
2. The parties acknowledge and agree that Client is a community development district, established pursuant to Chapter 190, Florida Statutes, and as such the ability of Client to indemnify, defend and hold harmless Envera is limited. To the extent the terms of this Agreement are in conflict with the statutes and law regarding indemnification by community development districts, the scope of such provisions shall be deemed revised to provide the maximum amount of indemnification from Client permitted by such law. Further, the Parties expressly acknowledge that Florida law provides that Client may not indemnify a private party for damages, acts, or losses caused by the negligent acts or omissions of Envera, its officers, employees, agents, and subcontractors.
3. Envera agrees and understands that Chapter 119, Florida Statutes, may be applicable to the reports, recordings, tapes, computer files, and other documents and records, prepared, generated, or created in connection with the work and services provided to the District by Envera. Envera shall allow reasonable access to such documents to the extent required by Chapter 119, Florida Statutes; provided, however, that Envera shall not be required to allow access to its internal documentation, trade secrets, or other proprietary information unless so ordered by a court of law. Client acknowledges that it may incur additional charges for the maintenance of extended back up data storage or Envera's reasonable time and materials costs incurred in connection with responding to public records requests.
4. Client is subject to the protections afforded under §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.



Addendum to Remote Monitoring Services Agreement

"Client":	Brighton Lakes Community Development District	Contract Date:	September 12, 2016	CDD: <input checked="" type="checkbox"/> Yes
"Community":	Brighton Lakes Community Development District	Contract #:	1164	<input type="checkbox"/> No
"Premises":	Main Entrance on Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #2 on Kariba Court and Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #3 on Volta Circle and Brighton Lakes Blvd., Kissimmee, FL 34746			

This Addendum is made to that certain Remote Monitoring Services Agreement ("Agreement") for the "Premises" listed above, dated September 12, 2016, by and between Hidden Eyes, LLC d/b/a Envera Systems ("Company"), and Brighton Lakes Community Development District ("Client"). The Parties hereby agree as follows:

1. The following sentence shall be added to the end of section 2(c) of the Agreement:

"However, in no event shall the Agreement automatically renew unless Envera provides notice to the Client that the Agreement will be renewing at least 120 days prior to the end of the Primary Period or any Renewal Period."

2. Paragraph 3 of Exhibit "C" to the Agreement (the Community Development District Addendum) is deleted, and the following language shall be included in its place:

"Envera understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Envera agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Envera acknowledges that the designated public records custodian for the District is Severn Trent North America ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Envera shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Envera 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 Envera's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Envera, the Envera 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 ENVERA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENVERA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

954-753-5841 (telephone number)
Jane.Ben-Hayon@stservices.com (email address), OR AT
210 N. University Dr., Ste. 702 (physical address).
Coral Springs, FL 33071

3. Paragraph 14 of the Agreement shall be deleted, and the following language shall be included in its place:

"INDEMNIFICATION"

(a) To the extent permitted by law and to the extent that Client would have liability in the absence of this paragraph, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.

(b) Envera agrees to and shall indemnify, defend and hold harmless Client from and against claims for property damage or personal injury brought by third parties arising solely from a malfunction Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party. Except to the extent that such waiver is not permitted

Addendum to Remote Monitoring Services Agreement

under the terms of Client's existing liability insurance policies, Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law."

4. The following language shall be added to the end of paragraph 20:

"Except to the extent that such waiver is not permitted under the terms of Client's existing liability insurance policies."

5. Paragraph 21(j) of the Agreement shall be deleted and the following language shall be included in its place:

"(j) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, to any affiliate of Envera, or to and lender of Envera or any affiliates of such lender, all without notice to or the consent of the Client."

6. The Attached "Gate Operation Policies" are included as Post Orders pursuant to Exhibit B of the Agreement. The parties agree that section B.1. of that document shall be deleted, and shall be replaced with the following language:

"Guest Entrance. The District has contracted with Envera Systems to service the District's gates. At the entrances at Brighton Lakes Boulevard, Kariba Court and Volta Circle, Envera will install kiosks which will give visitors two options, which are selected by the push of a button. The first option will allow the guest to cause the gates to activate, and permit entrance. The second option will allow a guest to summon a live Envera employee to provide assistance to the guest. In no event will any guest be denied access to the District under any circumstances. Envera will utilize technology which will record the make, model, license number, date and time of entry and departure of vehicles. Envera shall rapidly record this information to ensure that guests are not unreasonably detained at the entrance. Security personnel are encouraged to use their professional judgment in reporting suspicious vehicles and/or persons to the proper governmental authorities."

7. The attached "Guardhouse and Roadway Gate Operations" are included as Post Orders pursuant to Exhibit B of the Agreement. The parties agree that section 3 of that document shall be deleted, and shall be replaced with the following language:

"ROADWAY GATE OPERATIONS. Access to the District's Roads shall be allowed through gates that have been or will be erected across such roads. In order to facilitate the movement of vehicles through the primary entrance gate while providing security to the residents and property owners of the District, the guardhouse constructed at the main entrance to the District may be manned (physically or remotely) up to twenty-four (24) hours per day/seven (7) days per week by personnel employed or retained by the District. In the event that the guardhouse is unmanned, or any electrical or internet connection to remote security personnel is broken, the gates will be placed in an upright position.

The District has contracted with Envera Systems to service the District's gates. At the entrances at Brighton Lakes Boulevard, Kariba Court and Volta Circle, Envera will install kiosks which will give visitors two options, which are selected by the push of a button. The first option will allow the guest to cause the gates to activate, and permit entrance. The second option will allow a guest to summon a live Envera employee to provide assistance to the guest. In no event will any guest be denied access to the District under any circumstances. Envera will utilize technology which will record the make, model, license number, date and time of entry and departure of vehicles. Envera shall rapidly record this information to ensure that guests are not unreasonably detained at the entrance. Security personnel are encouraged to use their professional judgment in reporting suspicious vehicles and/or persons to the proper governmental authorities.

In the event that the District Manager determines that an emergency exists and that continued use and/or operation of the roadway gates would be unsafe, the roadway gates shall be placed in the upright position so as to leave the roadway unobstructed. In addition, to a manned guardhouse (physically or remotely) which complies with the provisions of this Rule, the District may also provide for access to the District's Roads through the use of remote control devices, security codes, automatic vehicle detection switches or other means."

8. This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.
9. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

SIGNATURES ON FOLLOWING PAGE

Addendum to Remote Monitoring Services Agreement

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

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Brighton Lakes Community Development District	
Signature		Signature	
Print Name	Addi J. Aloya	Print Name	<i>Michelle Trancade</i>
Title / Position	Chief Executive Officer	Title / Position	<i>Chairman</i>
Date	<i>10/04/16</i>	Date	<i>9-29-16</i>




REMOTE MONITORING SERVICE AGREEMENT ADDENDUM

"Client":	Brighton Lakes Community Development District	Agreement Date:	September 12, 2016	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	Brighton Lakes Community Development District	Contract #:	1164	
Description of gate locations ("Gates"), to be referred to as "Premises":		Main Entrance on Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #2 on Kariba Court and Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #3 on Volta Circle and Brighton Lakes Blvd., Kissimmee, FL 34746		

This Addendum is made to that certain Remote Monitoring Service Agreement ("Agreement") for the "Premises" listed above, dated September 12, 2016, by and between Hidden Eyes, LLC d/b/a Envera Systems ("Envera"), and Brighton Lakes Community Development District ("Client"). The Parties hereby agree as follows.

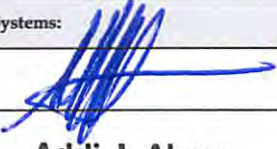

1. Client has certain equipment which has been installed on the Premises prior to entry into this Agreement, listed as follows:

Equipment Taken Over	Replacement Equipment	Replacement Cost (Each)
3 Barcode Reader	BAI Bar Code Reader	\$ 9,667.00
3 Barcode Reader Power Supply	BAI Reader 24VDC Power Supply	\$ 294.00
		\$

(the "Takeover Equipment").

- Client acknowledges and agrees that, while Envera will use its best efforts to integrate the Takeover Equipment into the Comprehensive Monitoring System, Envera cannot guarantee that the Takeover Equipment and Comprehensive Monitoring System will be compatible.
- The Takeover Equipment shall be considered a part of the Comprehensive Monitoring System for purposes of interpreting the Agreement except that paragraphs 2(a), 4(e), 5(a), 5(c), 6, and 14(b) shall not apply to Takeover Equipment.
- In the event Envera determines that any component of the Takeover Equipment is not compatible with the Comprehensive Monitoring System, Client agrees that Envera may replace such component(s) with the equipment identified as replacement equipment above and at the cost set forth therein.
- Repairs to Takeover Equipment shall be performed by Envera at the Repair & Maintenance Services Standard Rates set forth on Exhibit "C".
- In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

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

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT:	
Signature		Signature	
Print Name	Addi J. Aloya	Print Name	Michelle Tronchetti
Title / Position	Chief Executive Officer	Title / Position	Chairman
Date	10/04/16	Date	9-29-16

CONTRACT CHANGE ORDER

"Client":	Brighton Lakes Community Development District	Agreement Date:	October 25, 2016
"Community":	Brighton Lakes Community Development District	Contract #:	1164
"Premises":	Main Entrance on Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #2 on Kariba Court and Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #3 on Volta Circle and Brighton Lakes Blvd., Kissimmee, FL 34746		

Equipment to be Taken Out or Deleted from prior order

1	License Plate Camera - ALPR - Camera Mount with Pole Adapter	1	Power Supply 24VDC 350W Regulated for ALPR
1	License Plate Camera - ALPR	1	Power Relay Modbus TCP Module - 6-Channel
1	8' Post	2	Surge Protection for IP/PoE Video Power and Data
2	Grounding Group	1	Timer - 4 Hour
1	Loop Detector	1	Traffic Light - Red/Green

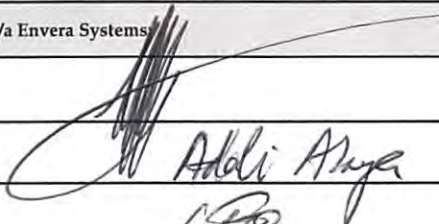

Equipment to Be Added

1	12' Post		Labor

Customer Request (describe in detail work to be performed): At Main Entrance: Change (1) 8' post to a 12' post and move (1) overall camera to view exit gate. Remove ALPR camera not compatible with 2-button kiosk.

Increase / (Decrease) in Monitoring & Database Services Rates:	\$	0.00
Increase / (Decrease) in Service & Maintenance Plan Rates:	\$	0.00
Increase / (Decrease) in Installation Fee:	\$	0.00

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

HIDDEN EYES, LLC d/b/a Envera Systems		CLIENT:	
Signature		Signature	
Print Name	Addi Anya	Print Name	Brian Smith
Title / Position	CEO	Title / Position	Area Manager
Date	12/8/16	Date	12/8/16



CONTRACT CHANGE ORDER

"Client":	Brighton Lakes Community Development District	Agreement Date:	November 11, 2016
"Community":	Brighton Lakes Community Development District	Contract #:	1164
"Premises":	Main Entrance on Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance #2 on Kariba Court and Brighton Lakes Blvd., Kissimmee, FL 34746 Entrance#3 on Volta Circle and Brighton Lakes Blvd., Kissimmee, FL 34746		

Equipment to be Taken Out or Deleted from prior order

	None		

Equipment to Be Added

2,000	Windshield Sticker	3	eMerge50P Network Controller
3	Long Range Reader Mounting Bracket	3	AWID Long Range Reader 20'-25'
3	12' Post	3	Long Range Reader Power Supply 3 Amp
3	Post Cap 4x4	6	Surge Protector for Access Reader
6	Grounding Group	3	Misc Parts & Fittings
3	PVC Box for Surge Protection	30	Trenching & Backfilling
60	Conduit	300	Wire
	Labor		

Customer Request (describe in detail work to be performed): Add Resident Vehicle Access Control System to Main, Kariba and Volta Entrances and order Windshield Stickers. Access Control Systems discounted from \$19,402.50 to \$10,500 per current promotion. Windshield Stickers discounted from \$24,000 to \$9,000 for initial order. Future orders of Windshield Stickers will be discounted to \$9 each.

Increase / (Decrease) in Monitoring & Database Services Rates:	\$ 0.00
Increase / (Decrease) in Service & Maintenance Plan Rates: Effective beginning with invoice for services performed as of the Commencement Date	\$ 180.00
Increase / (Decrease) in Installation Fee: 50% due upon signing & 50% due upon completion of installation	\$ 19,500.00

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

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT:	
Signature		Signature	
Print Name	Miriam Klocman	Print Name	Russ Simmons
Title / Position	Manager, Envera Systems	Title / Position	Asst. Field Manager
Date	4/13/17	Date	4/12/17

COMMERCIAL SECURITY SERVICES AGREEMENT

"Client":	Brighton Lakes Community Development District	Contract Date:	September 12, 2016	CDD: <input checked="" type="checkbox"/> Yes
"Community":	Brighton Lakes Community Development District	Contract #:	1165	<input type="checkbox"/> No
"Premises":	Clubhouse at 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746			
"Services":	<input type="checkbox"/> Active Video Surveillance <input type="checkbox"/> Passive Video Surveillance <input checked="" type="checkbox"/> Access Control <input type="checkbox"/> Alarm Monitoring			
Service Rates				
Installation Fee	Install Amount	7% Tax	Total	50% Deposit
	\$ 6,595.00	\$ Exempt	\$ 6,595.00	\$ 3,297.50
				50% Balance at Completion
				\$ 3,297.50
Monitoring/Database <i>(Payable Quarterly in Advance)</i>	Monthly Fee	7% Tax	Monitoring/Database Total	2 Months Deposit
	Included in Contract # 1164	\$ Exempt	\$ 0.00	\$ 0.00
Service & Maintenance Plan <i>(Payable Quarterly in Advance)</i>	Monthly Fee	7% Tax	Service/Maintenance Total	2 Months Deposit
	\$ 82.00	\$ Exempt	\$ 82.00	\$ 164.00
				<input checked="" type="checkbox"/> Accepted
				<input type="checkbox"/> Declined

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

1. **SERVICES TO BE FURNISHED.** Envera will furnish those of the following services ("Services") which are indicated at the top of this page for the property located at the Premises, subject to the limitations and conditions set forth below in this Agreement:
 - (a) **Active Video Surveillance:** Envera will install cameras with advanced analytics or sensors to monitor areas on the Premises and once sensors have been activated, Envera's remotely located operators will have the capability to see, hear, and speak to trespassers. Envera's operators use two way voice communications to request that the trespassers exit the area and will contact local authorities if necessary. Client expressly acknowledges and agrees that the scope of Envera's monitoring duties under this Agreement relate solely to responding to perimeter monitoring detection equipment as described in this agreement and that Envera is not providing twenty-four (24) hour monitoring for the Client's Premises.
 - (b) **Passive Video Surveillance:** Envera will install specialized cameras to record activity on the Premises and store video footage via a digital video recorder; monitoring of video activity is not included.
 - (c) **Access Control:** Envera will install database technology which will be used to grant or deny access to gates and/or doors using PIN numbers, key cards, fobs, vehicle stickers, or biometric identifiers (to be specified by Client prior to installation).
 - (d) **Alarm Monitoring:** Envera will install an alarm monitoring system that may or may not utilize a two way speaker/microphone device to communicate with the Premises. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in the Schedule of Services.
 - (e) Remote central station monitoring of the motion sensors and alarm sensors shall be referred to herein as the "Monitoring Services."
 - (f) Assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with all services above ("Database Services"); and
 - (g) Installation and maintenance of, and repairs to, the Security System during the term of this Agreement ("Repair and Maintenance Services"). References in this Agreement to the "Security System" shall include the equipment as described on Exhibit "A" attached hereto.

The Services shall consist only of the performance of the tasks expressly set forth in this Agreement and in the Schedule of Services attached hereto as Exhibit "B", which shall be completed by Client upon execution of this Agreement. In the event any of the information on the Schedule of Services changes, it is Client's responsibility to submit an updated Schedule of Services to Envera. Envera shall be entitled to rely on the most recently submitted Schedule of Services. The Services do not include provision of utilities and communication signals for the Security System. During the term of this Agreement, the Client agrees to exclusively use Envera for the Services, and to provide at Client's sole expense a telephone connection, high speed internet connection and electricity for operation of the Security System. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Envera equipment. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client further understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for failure of any of such transmission failures. Envera assumes no liability for delays in the installation or

interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of alarm transmission and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method utilized by the Security System.

2. **TERM.**
 - (a) Following execution of this agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Security System. The "Commencement Date" of this Agreement shall be the date on which the Security System has been fully installed and communication signals have been tested by the central station.
 - (b) The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.
 - (c) After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.
3. **TERMINATION.**
 - (a) Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 12 below.
 - (b) Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
 - (c) Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 13 below.
 - (d) Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.
4. **COMPENSATION.**
 - (a) The Client agrees to pay Envera the following fees, which are set forth above (collectively the "Service Rates"):
 - (i) The Monitoring and Database Services Rates.
 - (ii) The Service & Maintenance Plan Rates.
 - (iii) The Repair & Maintenance Services Standard Rates, which apply when Client has declined the Service & Maintenance Plan and /or is responsible for Service or Maintenance to the Security System.
 - (iv) Client acknowledges that the Service Rates set forth above do not include additional charges for any applicable taxes, and Client agrees to pay those taxes, if any.
 - (v) The Installation Fee.
 - (b) Invoices will be payable upon receipt by Client. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
 - (c) Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect.
 - (d) Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the service provided under the terms of this Agreement, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
 - (e) Client agrees to use the system properly so as to avoid causing any false alarms. Client further agrees to pay any false alarm fine, fee, penalty or other similar charge that is charged to Client, and if any such false alarm fine, fee, penalty or other

COMMERCIAL SECURITY SERVICES AGREEMENT

similar charge is charged to Envera by any governmental agency, then Client shall promptly reimburse Envera therefore.

5. LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- (a) Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above and further described in this Agreement and Exhibits attached hereto. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Security System, as such obligations are set forth in this Agreement.
 - (b) Envera is not the manufacturer of the Security System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Security System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this agreement to the contrary, where Client purchases a Security System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date.
 - (c) Notwithstanding anything to the contrary contained in this Agreement, as part of the Repair and Maintenance Services and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide standard maintenance and repair services without additional charge to Client. For the purposes of this agreement, "standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Security System. Should any of the equipment need to be serviced or replaced at any time in connection with a standard maintenance and repair service, Envera will not charge for labor or system parts and materials. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is "standard" or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5(d) below.
 - (d) Repairs to or replacement of the Security System or its components rendered necessary by any of the following events shall not be considered "standard" and related costs shall be the responsibility of Client at the Repair & Maintenance Services Standard Rates: accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or telephone service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.
 - (e) EXCEPT AS EXPRESSLY SET FORTH HEREIN, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY SYSTEM, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE SECURITY SYSTEM.
 - (f) It is understood and agreed by the parties hereto that Envera is providing a Security System and/or Services designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the Security System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses which may occur in cases of malfunction or nonfunction of any Security System provided by, or serviced by, Envera, that Envera is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase such insurance; that Envera offers several levels of protection and services and that the Security System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.
6. **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Security System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances.
7. **EQUIPMENT.** Ownership of the components of the Security System are set forth in Exhibit "A". If the Security System is purchased by the Client, then Envera will retain a security interest in the equipment until the full purchase price has been paid. It is understood and agreed that upon termination Envera may remove or abandon, in

whole or in part, the system if owned by Envera, without obligation to repair or redecorate any portion of the Client's premises, using reasonable care. Envera's removal or abandonment shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. Client agrees to permit Envera reasonable access to the property to remove all equipment. Client shall maintain insurance adequate to cover the replacement costs of Envera's equipment in the custody and control of the Client.

8. **SYSTEM CHECKS.** Client agrees to perform system checks as instructed by Envera to ascertain if the Security System is properly functioning. If Client shall discover a defect in the Security System, Client shall immediately contact Envera in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered. Envera shall perform repairs as soon as is reasonably possible after receipt of notice from Client.
9. **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the digital video recorder for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers. Envera agrees to reasonably cooperate to provide available video footage to Client in response to any public records requests received by Client; provided, however, that to the extent permitted by Florida law, Envera shall be entitled to reimbursement for its reasonable time and material expenses incurred in responding to such requests, the costs of which shall be invoiced to Client and paid according to subparagraph 4(b) above.
10. **INFORMATION.** Client agrees, upon signing this Agreement, to supply Envera with the following information, all of which shall be transmitted to Envera via email or other electronic means and shall be made structured in an electronic format specified by Envera, for importation into Envera's database:
 - (a) A list of residents and renters in the community for the purposes of managing the access control system. Client shall provide Envera with the appropriate contact information for each new resident/renter as new residents move in.
 - (b) Contact information for the appropriate law enforcement and emergency service agencies servicing the community.
11. **PRIVACY.** All of the information described in paragraph 10 above ("Protected Information") shall be held by Envera as confidential and will be used for no purpose other than maintaining an information database as described herein. Envera shall not release any of the Protected Information to any third party without the prior written consent of Client. Notwithstanding the foregoing, in the event Envera becomes legally obligated to disclose any of the Protected Information, Envera may disclose that portion of the Protected Information as is legally required to be disclosed, provided that Envera shall promptly notify Client of such required disclosure so that Client may seek a protective order or other appropriate remedy.
12. **DEFAULT.**
 - (a) **Default by Client.** Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 13 below.
 - (b) **Default by Envera.** Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 13 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
13. **DAMAGES.**
 - (a) **NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
 - (b) In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a) above, Client shall pay to Envera one-hundred percent (100%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period, as applicable (the "Liquidated Damages"). Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation

COMMERCIAL SECURITY SERVICES AGREEMENT


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

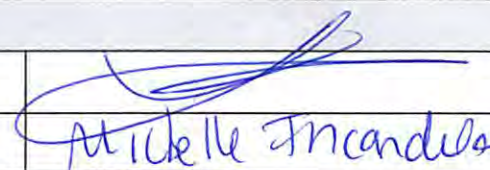
- (c) In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 12(b) above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4(a)(i) above, or \$500, whichever is less. In no event will Envera be liable for consequential, incidental, indirect, punitive or special damages from any cause of action of any kind, whether arising in contract, tort, or otherwise.
14. **INDEMNIFICATION.** To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction of the Security System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
15. **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the Security System provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.
16. **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, facsimile, or electronic mail and incorporated herein by reference. Change of address may be designated by appropriate notice similarly given to the other party herein. All notices to Envera should go to: Hidden Eyes, LLC d/b/a Envera Systems
4171 West Hillsboro Boulevard, Suite 7
Coconut Creek, FL 33073
17. **LIVE GUARD SERVICES.** Client may retain the services of a third party to provide live guard monitoring of Client's Premises. Envera shall have no responsibility for the actions of a live guard and shall not be obligated to provide the live guard access to the Security System. Client's indemnification obligations set forth in paragraph 14 above shall expressly extend to and include any and all claims relating to actions or omissions of any live guard.
18. (Envera) (Client) (Parties shall initial this provision if it applies.) **PROPERTY MANAGEMENT.** Client has retained the services of a property management company to facilitate the operation of various functions of the Community. Envera is hereby authorized to communicate with and rely upon the actions of such property management company, through the individual(s) identified below, with regard to all aspects of this Agreement, except for the execution of amendments hereto which shall require the signature of an officer of Client's corporation. Further, a copy of any notice required under this Agreement shall also be sent to the contact information set forth on the Schedule of Services attached hereto as

Exhibit "B" and incorporated herein by reference and Client shall notify Envera of any change to such information.

19. (Envera) (Client) (Parties shall initial this provision if it applies.) **COMMUNITY DEVELOPMENT DISTRICT.** The parties acknowledge that Client is a community development district established and governed according to Chapter 190, Florida Statutes. Exhibit "C" containing additional language regarding the nature of a Community Development District is attached hereto and incorporated herein by reference.
20. **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
21. **MISCELLANEOUS.**
- (a) In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals.
- (b) This Agreement will be construed and enforced in accordance with Florida law.
- (c) This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
- (d) If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.
- (f) The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
- (g) If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
- (h) Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
- (i) The parties agree that venue for any proceedings related to or arising out of this Agreement or the Services provided hereunder shall be the Court of competent jurisdiction in and for the county in which the Premises is located.
- (j) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.

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

HIDDEN EYES, LLC d/b/a Envera Systems:	
Signature	
Print Name	Addi J. Aloya
Title / Position	Chief Executive Officer
Date	10/4/16

CLIENT:	
Signature	
Print Name	Aticlelle Incandela
Title / Position	Chairman
Date	9-29-16

COMMERCIAL SECURITY SERVICES AGREEMENT

EXHIBIT "A" - DESCRIPTION OF SECURITY SYSTEM AND RELATED EQUIPMENT

Equipment owned by Client

Takeover of Access Control System for Clubhouse & Pool Area

Management **1104** Maintenance \$82.00 Install \$6,595.00
Included under Contract # ~~748~~

1	eMerge Node	4	eMerge Access Control Module
8	Card Reader (2" Read Range)	1	iBoot Bar
1	Power Supply 8 Channel for Access	1	Battery Backup 900VA
1	Router	1	Misc Parts & Fittings
50	Wire		Labor

Equipment owned by Envera

Takeover of Access Control System for Clubhouse & Pool Area

	None		

All equipment owned by Envera shall remain the sole property of Envera and any and all compensation paid pursuant to this Agreement is solely for the use, and not ownership, thereof. It is understood and agreed that upon termination, Envera may remove its property using reasonable care, without obligation to repair or redecorate any portion of the Client's property or Envera may abandon, in whole or in part, such property. Envera's removal of its property shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. The Client agrees to permit Envera reasonable access to the property to remove all equipment.



COMMERCIAL SECURITY SERVICES AGREEMENT

EXHIBIT "B" - SCHEDULE OF SERVICES

Customer Information:				<input checked="" type="checkbox"/> New	<input type="checkbox"/> Update
Client Name:	Brighton Lakes Community Development District			CSID #:	
Bill Company:	Brighton Lakes Community Development District			Account #:	
Bill Address:	210 North University Drive, Suite 702, Coral Springs, FL 33071				
Bill Phone #:	954-753-5841	Email:	Diana.Alvez-MARTINS@stservices.com		
Service:	<input type="checkbox"/> Active Video Monitoring	<input type="checkbox"/> Passive Video Monitoring	<input checked="" type="checkbox"/> Access Control	<input type="checkbox"/> Burglar Alarm	
Emergency Contact List/ Email Notifications (List in Order):					
Name:	BRIAN Smith	Phone #:	407-947-0604	Email:	Brian.Smith@stservices.com
Name:	Russell Simmons	Phone #:	407-947-1238	Email:	Russell.Simmons@stservices.com
Name:	Todd Kendall	Phone #:	407-947-0421	Email:	Todd.Kendall@stservices.com
Emergency Response Information:					
Responding Agency:				Global Password:	
Nearest Cross Street:				Duress Code:	
Arm/Disarm Times: (applicable only on Active Video Monitoring or Access Control)					
Location:	Access Control For Pool		Location:	Access Control for Fitness & Restrooms	
	<input type="checkbox"/> Use Dusk to Dawn Schedule found at enverasystems.com/d2d			<input type="checkbox"/> Use Dusk to Dawn Schedule found at enverasystems.com/d2d	
	Arm Time	Disarm Time		Arm Time	Disarm Time
Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Monday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Monday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Tuesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Tuesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Wednesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Wednesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Thursday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Thursday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Friday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Friday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Saturday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Saturday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Special Instructions:					

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

FOR INTERNAL USE: Sales Rep: Bill Ford

Received:

Entered:

IP Address Provider:

Phone #:

Router User Name:

Router Password:

COMMERCIAL SECURITY SERVICES AGREEMENT

EXHIBIT "B" - SCHEDULE OF SERVICES

Customer Information:				<input checked="" type="checkbox"/>	New	<input type="checkbox"/>	Update
Client Name:	Brighton Lakes Community Development District			CSID #:			
Bill Company:	Brighton Lakes Community Development District			Account #:			
Bill Address:	210 North University Drive, Suite 702, Coral Springs, FL 33071						
Bill Phone #:			Email:				
Service:	<input type="checkbox"/> Active Video Monitoring	<input type="checkbox"/> Passive Video Monitoring	<input checked="" type="checkbox"/> Access Control	<input type="checkbox"/> Burglar Alarm			
Emergency Contact List/ Email Notifications (List in Order):							
Name:			Phone #:			Email:	
Name:			Phone #:			Email:	
Name:			Phone #:			Email:	
Emergency Response Information:							
Responding Agency:				Global Password:			
Nearest Cross Street:				Duress Code:			
Arm/Disarm Times: (applicable only on Active Video Monitoring or Access Control)							
Location:	Access Control For Pool		Location:	Access Control for Fitness & Restrooms			
	<input type="checkbox"/> Use Dusk to Dawn Schedule found at enverasystems.com/d2d			<input type="checkbox"/> Use Dusk to Dawn Schedule found at enverasystems.com/d2d			
	Arm Time	Disarm Time		Arm Time	Disarm Time		
Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Monday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Monday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM		
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Friday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Friday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Saturday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	Saturday	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Special Instructions:							

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

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

EXHIBIT "C" - COMMUNITY DEVELOPMENT DISTRICT ADDENDUM

1. Given the nature of a Community Development District, the parties acknowledge that the roads within the Community are dedicated for public use and as such, Envera may not restrict or limit public use or access to them.
2. The parties acknowledge and agree that Client is a community development district, established pursuant to Chapter 190, Florida Statutes, and as such the ability of Client to indemnify, defend and hold harmless Envera is limited. To the extent the terms of this Agreement are in conflict with the statutes and law regarding indemnification by community development districts, the scope of such provisions shall be deemed revised to provide the maximum amount of indemnification from Client permitted by such law. Further, the Parties expressly acknowledge that Florida law provides that Client may not indemnify a private party for damages, acts, or losses caused by the negligent acts or omissions of Envera, its officers, employees, agents, and subcontractors.
3. Envera agrees and understands that Chapter 119, Florida Statutes, may be applicable to the reports, recordings, tapes, computer files, and other documents and records, prepared, generated, or created in connection with the work and services provided to the District by Envera. Envera shall allow reasonable access to such documents to the extent required by Chapter 119, Florida Statutes; provided, however, that Envera shall not be required to allow access to its internal documentation, trade secrets, or other proprietary information unless so ordered by a court of law. Client acknowledges that it may incur additional charges for the maintenance of extended back up data storage or Envera's reasonable time and materials costs incurred in connection with responding to public records requests.
4. Client is subject to the protections afforded under §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.



Addendum to Commercial Security Services Agreement

"Client":	Brighton Lakes Community Development District	Contract Date:	September 12, 2016	CDD: <input checked="" type="checkbox"/> Yes
"Community":	Brighton Lakes Community Development District	Contract #:	1165	<input type="checkbox"/> No
"Premises":	Clubhouse at 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746			

This Addendum is made to that certain Commercial Security Services Agreement ("Agreement") for the "Premises" listed above, dated September 12, 2016, by and between Hidden Eyes, LLC d/b/a Envera Systems ("Company"), and Brighton Lakes Community Development District ("Client"). The Parties hereby agree as follows:

1. The following sentence shall be added to the end of section 2(c) of the Agreement:

"However, in no event shall the Agreement automatically renew unless Envera provides notice to the Client that the Agreement will be renewing at least 120 days prior to the end of the Primary Period or any Renewal Period."

2. Paragraph 3 of Exhibit "C" to the Agreement (the Community Development District Addendum) is deleted, and the following language shall be included in its place:

"Envera understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Envera agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Envera acknowledges that the designated public records custodian for the District is SEVERN TRENT-NORTH AMERICA ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Envera shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Envera 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 Envera's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Envera, the Envera 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 ENVERA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENVERA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

954-753-5841 (telephone number)
Jane.Ben-Hayon@stservices.com (email address), OR AT Jane.Ben-Hayon@stservices.com
210 N. University Dr., Ste 702 (physical address).
CORAL SPRINGS, FL 33074

3. Paragraph 14 of the Agreement shall be deleted, and the following language shall be included in its place:

"INDEMNIFICATION"

(a) To the extent permitted by law and to the extent that Client would have liability in the absence of this paragraph, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.

(b) Envera agrees to and shall indemnify, defend and hold harmless Client from and against claims for property damage or personal injury brought by third parties arising solely from a malfunction Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party. Except to the extent that such waiver is not permitted

Addendum to Commercial Security Services Agreement

under the terms of Client's existing liability insurance policies, Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law."

4. The following language shall be added to the end of paragraph 20:

"Except to the extent that such waiver is not permitted under the terms of Client's existing liability insurance policies."

5. Paragraph 21(j) of the Agreement shall be deleted and the following language shall be included in its place:

"(j) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, to any affiliate of Envera, or to and lender of Envera or any affiliates of such lender, all without notice to or the consent of the Client."

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

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

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

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Brighton Lakes Community Development District	
Signature		Signature	
Print Name	Addi J. Aloya	Print Name	<i>Michelle Tricandela</i>
Title / Position	Chief Executive Officer	Title / Position	<i>Chairman</i>
Date	<i>10/4/16</i>	Date	<i>9 - - 16</i>

COMMERCIAL SECURITY SERVICES AGREEMENT ADDENDUM

"Client":	Brighton Lakes Community Development District	Contract Date:	October 25, 2016	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	Brighton Lakes Community Development District	Contract #:	1165	
"Premises":	Clubhouse at 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746			

This Addendum is made to that certain Commercial Security Services Agreement ("Agreement") for the "Premises" listed above, dated September 12, 2016, by and between Hidden Eyes, LLC d/b/a Envera Systems ("Envera"), and Brighton Lakes Community Development District ("Client"). The Parties hereby agree as follows:

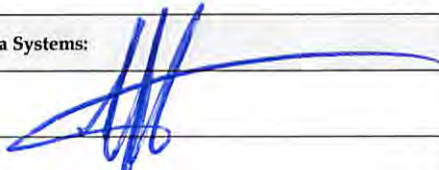
- Client has certain equipment which has been installed on the Premises prior to entry into this Agreement, listed as follows:

Equipment Taken Over	Replacement Equipment	Replacement Cost (Each)
4 Electric Strike Combo	Electric Strike Combo	\$ 154.00
2 Exit Push Button	Exit Push Button	\$ 80.00
3 Maglock	Recessed Maglock	\$ 231.00
3 Armature Bracket for Maglock	Armature Bracket for Maglock	\$ 20.00
Wire	Wire (per foot)	\$ 1.54

(the "Takeover Equipment").

- Client acknowledges and agrees that, while Envera will use its best efforts to integrate the Takeover Equipment into the Security System, Envera cannot guarantee that the Takeover Equipment and Security System will be compatible.
- The Takeover Equipment shall be considered a part of the Security System for purposes of interpreting the Agreement except that paragraphs 2(a), 5(a), 5(c), and 6 shall not apply to Takeover Equipment.
- In the event Envera determines that any component of the Takeover Equipment is not compatible with the video monitoring system, Client agrees that Envera may replace such component(s) with the equipment identified as replacement equipment above and at the cost set forth therein.
- Repairs to Takeover Equipment shall be performed by Envera on a time-and-materials basis at its standard parts and labor charges as are in effect for all such repair services.
- In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

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

HIDDEN EYES, LLC d/b/a Envera Systems:	
Signature	
Print Name	
Title / Position	
Date	

CLIENT:	
Signature	
Print Name	Melissa
Title / Position	Chair
Date	11/7/16

Eighth Order of Business

8C.

RESOLUTION 2020-01

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

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

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

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

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

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

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

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

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

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

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

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

[Continue onto next page]

PASSED AND ADOPTED this 7th day of November, 2019.

ATTEST:

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rule Relating to Parking and Parking Enforcement

Exhibit A

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

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

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

SECTION 2. DEFINITIONS.

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

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

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

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

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

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES.

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

SECTION 5. EXCEPTIONS.

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

SECTION 6. TOWING/REMOVAL PROCEDURES.

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

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

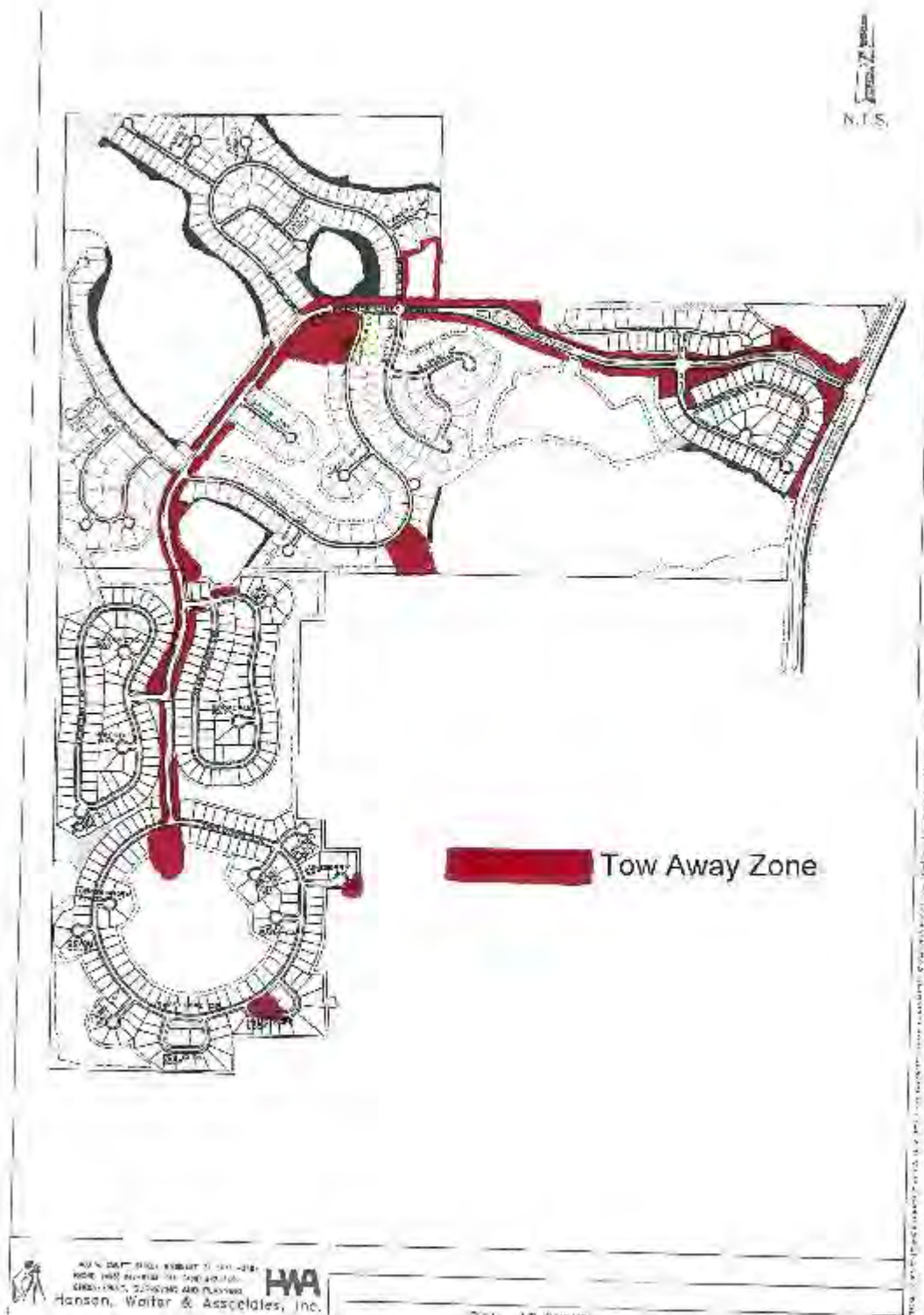
SECTION 7. PARKING AT YOUR OWN RISK. Vehicles or vessels may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or vehicles or vessels.

EXHIBIT A – *Map of Tow-Away Zones*

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

Effective date: September 5, 2019

Exhibit A
Map of Two-Away Zones



Ninth Order of Business

9C.

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of November, 2019.

ATTEST:

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE



MEMORANDUM

TO: Brighton Lakes Community Development District
Board of Supervisors

FROM: Tucker F. Mackie

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

DATE: September 5, 2019

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

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

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

Financial Disclosure Coordination (Page 9)

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

Agenda and Meeting Materials (Page 11)

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

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

Flexibility for Board Authorization (Page 13)

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

Security and Firesafety Board Discussions (Page 14)

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

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

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

Notice of Competitive Solicitation (Pages 27 and 36)

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

Procedure Regarding Auditor Selection (Page 31)

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

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

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

Contract Periods (Pages 34, 56, and 59)

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

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

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

Protest Bonds (Pages 61–62)

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

Minor Changes

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDED AND RESTATED
RULES OF PROCEDURE

COMMUNITY DEVELOPMENT DISTRICT

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

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

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

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

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

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

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

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

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

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

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

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Competitive Selection.

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

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

Rule 3.11 Protests

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

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

(1) Filing.

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

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

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

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

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

Twelfth Order of Business

12A.

BRIGHTON LAKES
Community Development District

Financial Report
September 30, 2019

Prepared by:



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BRIGHTON LAKES
Community Development District

Financial Statements

(Unaudited)

September 30, 2019

Balance Sheet
September 30, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 156,325	\$ -	\$ -	\$ 156,325
Investments:				
Certificates of Deposit - 12 Months	290,006	-	-	290,006
Certificates of Deposit - 6 Months	106,674	-	-	106,674
Money Market Account	569,535	-	-	569,535
SBA Account	12,660	-	-	12,660
Reserve Fund	-	49,477	20,862	70,339
Revenue Fund	-	148,250	41,243	189,493
Prepaid Items	2,692	-	-	2,692
TOTAL ASSETS	\$ 1,137,892	\$ 197,727	\$ 62,105	\$ 1,397,724
<u>LIABILITIES</u>				
Accounts Payable	\$ 2,363	\$ -	\$ -	\$ 2,363
Accrued Expenses	4,026	-	-	4,026
TOTAL LIABILITIES	6,389	-	-	6,389
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	2,692	-	-	2,692
Restricted for:				
Debt Service	-	197,727	62,105	259,832
Assigned to:				
Operating Reserves	181,888	-	-	181,888
Reserves - Clubhouse	31,865	-	-	31,865
Reserves - Field	91,995	-	-	91,995
Reserves - Landscape	190,967	-	-	190,967
Reserves-Recreation Facilities	101,817	-	-	101,817
Reserves - Roadways	350,049	-	-	350,049
Unassigned:	180,230	-	-	180,230
TOTAL FUND BALANCES	\$ 1,131,503	\$ 197,727	\$ 62,105	\$ 1,391,335
TOTAL LIABILITIES & FUND BALANCES	\$ 1,137,892	\$ 197,727	\$ 62,105	\$ 1,397,724

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 9,500	\$ 9,500	\$ 17,112	\$ 7,612	180.13%
Room Rentals	100	100	376	276	376.00%
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	100	2,441	2,341	2441.00%
Access Cards	1,000	1,000	426	(574)	42.60%
Insurance Reimbursements	-	-	1,420	1,420	0.00%
TOTAL REVENUES	814,371	814,371	828,840	14,469	101.78%
EXPENDITURES					
Administration					
P/R-Board of Supervisors	6,000	6,000	9,000	(3,000)	150.00%
FICA Taxes	459	459	689	(230)	150.11%
ProfServ-Arbitrage Rebate	600	600	-	600	0.00%
ProfServ-Dissemination Agent	1,000	1,000	-	1,000	0.00%
ProfServ-Engineering	5,000	5,000	13,079	(8,079)	261.58%
ProfServ-Legal Services	12,000	12,000	49,683	(37,683)	414.03%
ProfServ-Mgmt Consulting Serv	49,762	49,762	49,762	-	100.00%
ProfServ-Property Appraiser	751	751	-	751	0.00%
ProfServ-Special Assessment	5,305	5,305	5,561	(256)	104.83%
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	5,000	3,084	1,916	61.68%
Postage and Freight	500	500	1,854	(1,354)	370.80%
Insurance - General Liability	8,708	8,708	9,648	(940)	110.79%
Printing and Binding	4,000	4,000	4,398	(398)	109.95%
Legal Advertising	800	800	3,370	(2,570)	421.25%
Miscellaneous Services	2,600	2,600	9,048	(6,448)	348.00%
Misc-Assessmnt Collection Cost	16,743	16,743	16,236	507	96.97%
Office Supplies	350	350	829	(479)	236.86%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	132,249	132,249	188,174	(55,925)	142.29%
Field					
ProfServ-Field Management	41,390	41,390	41,390	-	100.00%
ProfServ - Field Management Onsite Staff	60,185	60,185	60,185	-	100.00%
Contracts-Landscape	164,064	164,064	185,660	(21,596)	113.16%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Electricity - General	65,000	65,000	53,428	11,572	82.20%
Utility - Water & Sewer	4,000	4,000	4,235	(235)	105.88%
R&M-Common Area	30,000	30,000	30,696	(696)	102.32%
R&M-Irrigation	5,000	5,000	18,724	(13,724)	374.48%
R&M-Lake	23,400	23,400	25,198	(1,798)	107.68%
Misc-Contingency	7,000	7,000	1,604	5,396	22.91%
Capital Reserve	46,820	46,820	44,825	1,995	95.74%
Total Field	446,859	446,859	465,945	(19,086)	104.27%
<u>Gatehouse</u>					
Contracts-Security Services	86,376	86,376	84,360	2,016	97.67%
Miscellaneous Services	16,935	16,935	11,591	5,344	68.44%
Total Gatehouse	103,311	103,311	95,951	7,360	92.88%
<u>Road and Street Facilities</u>					
R&M-Roads & Alleyways	1,000	1,000	3,142	(2,142)	314.20%
R&M-Signage	1,200	1,200	229	971	19.08%
Total Road and Street Facilities	2,200	2,200	3,371	(1,171)	153.23%
<u>Community Center</u>					
Contracts-Security Services	35,000	35,000	34,999	1	100.00%
R&M-Clubhouse	14,752	14,752	18,947	(4,195)	128.44%
R&M-Pools	35,000	35,000	23,456	11,544	67.02%
Miscellaneous Services	5,000	5,000	1,097	3,903	21.94%
Capital Reserve	40,000	40,000	48,135	(8,135)	120.34%
Total Community Center	129,752	129,752	126,634	3,118	97.60%
TOTAL EXPENDITURES	814,371	814,371	880,075	(65,704)	108.07%
Excess (deficiency) of revenues					
Over (under) expenditures	-	-	(51,235)	(51,235)	0.00%
Net change in fund balance	\$ -	\$ -	\$ (51,235)	\$ (51,235)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2018)	1,182,738	1,182,738	1,182,738		
FUND BALANCE, ENDING	\$ 1,182,738	\$ 1,182,738	\$ 1,131,503		

BRIGHTON LAKES
Community Development District

Debt Service Schedules

September 30, 2019

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ 1,900	\$ 1,900	\$ 4,130	\$ 2,230	217.37%
Special Assmnts- Tax Collector	210,541	210,541	210,541	-	100.00%
Special Assmnts- Discounts	(8,422)	(8,422)	(7,672)	750	91.09%
TOTAL REVENUES	204,019	204,019	206,999	2,980	101.46%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessmnt Collection Cost	4,211	4,211	4,083	128	96.96%
Total Administration	4,211	4,211	4,083	128	96.96%
<u>Debt Service</u>					
Principal Debt Retirement	100,000	100,000	100,000	-	100.00%
Interest Expense	97,739	97,739	97,739	-	100.00%
Total Debt Service	197,739	197,739	197,739	-	100.00%
TOTAL EXPENDITURES	201,950	201,950	201,822	128	99.94%
Excess (deficiency) of revenues					
Over (under) expenditures	2,069	2,069	5,177	3,108	250.22%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	2,069	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	2,069	-	-	-	0.00%
Net change in fund balance	\$ 2,069	\$ 2,069	\$ 5,177	\$ 3,108	250.22%
FUND BALANCE, BEGINNING (OCT 1, 2018)	192,550	192,550	192,550		
FUND BALANCE, ENDING	\$ 194,619	\$ 194,619	\$ 197,727		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 200	\$ 200	\$ 366	\$ 166	183.00%
Special Assmnts- Tax Collector	220,651	220,651	220,651	-	100.00%
Special Assmnts- Discounts	(8,826)	(8,826)	(8,041)	785	91.11%
TOTAL REVENUES	212,025	212,025	212,976	951	100.45%
EXPENDITURES					
Administration					
Misc-Assessmnt Collection Cost	4,413	4,413	4,279	134	96.96%
Total Administration	4,413	4,413	4,279	134	96.96%
Debt Service					
Principal Debt Retirement	138,000	138,000	138,000	-	100.00%
Interest Expense	71,306	71,306	71,305	1	100.00%
Total Debt Service	209,306	209,306	209,305	1	100.00%
TOTAL EXPENDITURES	213,719	213,719	213,584	135	99.94%
Excess (deficiency) of revenues					
Over (under) expenditures	(1,694)	(1,694)	(608)	1,086	35.89%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	(1,694)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(1,694)	-	-	-	0.00%
Net change in fund balance	\$ (1,694)	\$ (1,694)	\$ (608)	\$ 1,086	35.89%
FUND BALANCE, BEGINNING (OCT 1, 2018)	62,713	62,713	62,713		
FUND BALANCE, ENDING	\$ 61,019	\$ 61,019	\$ 62,105		

Notes to the Financial Statements

September 30, 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** - FMIT Insurance 1st Installment for FY 2019 - 2020.

► **Liabilities**

■ **Accounts Payable** - Invoices for current month not paid in current month.

■ **Accrued Expenses** - Monthly Utilities, Contracts and Expenses that will be paid in the following month.

► **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 DS** - Special Assessments Tax Collector collections are 100% collected.

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

► **Expenses**

■ **2015 Series DS** - Principal Debt Retirement paid in full.

■ **2015 Series DS** - Interest Expense paid in full.

■ **2017 Series DS** - Principal Debt Retirement paid in full.

■ **2017 Series DS** - Interest Expense paid in full.

Notes to the Financial Statements

September 30, 2019

Financial Overview / Highlights

- ▶ Total Non-Ad valorem special assessments are 100% collected.
- ▶ The General Fund expenditures are at 108% of the YTD Adopted budget.
- ▶ Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% YTD Budget	Explanation
Expenditures				
<u>Administrative</u>				
ProfServ - Engineering	\$ 5,000	\$ 13,079	262%	Hanson Walter & Associates expenses are higher than Budgeted amount.
ProfServ-Legal Services	\$ 12,000	\$ 49,683	414%	Hopping Green & Sams expenses are higher than budgeted amount.
Miscellaneous Services	\$ 2,600	\$ 9,048	348%	Reserve Advisors - Reserve Advisors fee paid (\$5,650), ADA Site Compliance (\$199), Bank fees (\$548), Inframark fees (\$362) & ADA Compliance 50% deposit (\$1,038).
Office Supplies	\$ 350	\$ 829	237%	Inframark fees higher than budgeted amount.
<u>Field</u>				
Contracts Landscape	\$ 164,064	\$ 185,660	113%	New vendor Blade Runners monthly fees higher than budgeted amount.
Capital Reserve	\$ 46,820	\$ 44,825	96%	All Terrain Tractor Svc - Asphalt Repairs (\$44,825)
<u>Road and Street Facilities</u>				
R&M-Roads & Alleyways	\$ 1,000	\$ 3,142	314%	All Terrain Tractor Svc - Asphalt repairs (\$3,000).
<u>Community Center</u>				
R&M - Clubhouse	\$ 14,752	\$ 18,947	128%	Prestige Air Conditioning new A/C Systems not budgeted for.
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

September 30, 2019

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

					ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Series 2015 Debt Service Fund	Series 2017 Debt Service Fund
Assessments Levied FY 2019				\$ 1,268,348	\$ 837,157	\$ 210,541	\$ 220,651
Allocation %				100%	66.00%	16.60%	17.40%
11/09/18	\$ 20,175	\$ 1,081	\$ 434	\$ 21,690	\$ 14,316	\$ 3,600	\$ 3,773
11/26/18	160,383	6,683	3,409	170,475	112,520	28,298	29,657
12/10/18	856,162	36,402	17,473	910,036	600,657	151,063	158,316
12/21/18	29,596	1,164	604	31,364	20,701	5,206	5,456
01/11/19	24,373	769	497	25,640	16,923	4,256	4,460
01/11/19	10,878	318	222	11,418	7,537	1,895	1,986
02/13/19	12,792	301	261	13,354	8,814	2,217	2,323
02/13/19	405	(1)	8	413	273	69	72
03/08/19	17,919	218	366	18,503	12,212	3,071	3,219
04/09/19	29,445	17	601	30,064	19,843	4,990	5,230
04/09/19	10,372	-	212	10,584	6,986	1,757	1,841
05/15/19	2,088	(50)	43	2,080	1,373	345	362
05/15/19	11,571	(344)	236	11,463	7,566	1,903	1,994
06/14/19	884	(26)	18	876	578	145	152
06/14/19	1,763	(52)	36	1,747	1,153	290	304
06/18/19	8,724	(259)	178	8,643	5,704	1,435	1,504
TOTAL	\$ 1,197,530	\$ 46,220	\$ 24,598	\$ 1,268,348	\$ 837,157	\$ 210,541	\$ 220,651
% COLLECTED					100%	100%	100%
Total O/S					\$ -	\$ -	\$ -

Cash and Investment Report
September 30, 2019

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>INVESTMENT TYPE</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
<u>GENERAL FUND</u>					
Checking Account - Operating	BB&T	Public Funds Checking	N/A	0.01%	\$ 156,325
Certificate of Deposit- 6 Month	BankUnited	CD	2/27/2020	1.88%	\$ 106,674
Certificate of Deposit- 12 Month	BankUnited	CD	6/6/2020	2.42%	\$ 26,476
Certificate of Deposit- 12 Month	BankUnited	CD	3/22/2020	2.74%	\$ 263,529
Subtotal 12 mo CD's					\$ 290,006
Subtotal CD's					\$ 396,680
Money Market Account	BankUnited	MMA	N/A	1.75%	\$ 569,535
Operating Account- Fund A	SBA	Local Gov. Surplus Trust Fund	N/A	2.58%	\$ 12,660
GF Subtotal					\$ 1,135,200
<u>DEBT SERVICE FUNDS</u>					
Series 2015 Reserve Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 49,477
Series 2017 Reserve Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 20,862
Series 2015 Revenue Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 148,250
Series 2017 Revenue Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 41,243
DS Subtotal					\$ 259,832
Total					\$ 1,395,032

Brighton Lakes CDD

Bank Reconciliation

Bank Account No. 8978 BB&T - GF Checking
Statement No. 09-19
Statement Date 9/30/2019

G/L Balance (LCY)	156,324.73	Statement Balance	197,681.03
G/L Balance	156,324.73	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	197,681.03
Subtotal	156,324.73	Outstanding Checks	41,356.30
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	156,324.73	Ending Balance	156,324.73
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
3/13/2019	Payment	3193	THE POOL SPECIALIST OF FLORIDA, INC.	22,553.50	0.00	22,553.50
7/15/2019	Payment	3274	GERALD E. FRAWLEY	0.00	0.00	0.00
8/27/2019	Payment	3310	TERMINIX PROCESSING CENTER	60.00	0.00	60.00
9/24/2019	Payment	3322	MARCIAL RODRIGUEZ	183.87	0.00	183.87
9/24/2019	Payment	3324	MARK A. PETERS	0.00	0.00	0.00
9/24/2019	Payment	3325	BLADE RUNNERS	18,154.00	0.00	18,154.00
9/24/2019	Payment	3327	EXERCISE SYSTEMS INC	105.00	0.00	105.00
9/25/2019	Payment	3330	SUN PUBLICATIONS OF FLORIDA DBA	61.81	0.00	61.81
9/26/2019	Payment	3331	SUN PUBLICATIONS OF FLORIDA DBA	61.81	0.00	61.81
9/26/2019	Payment	3332	SUN PUBLICATIONS OF FLORIDA DBA	66.34	0.00	66.34
9/30/2019	Payment	DD00463	Payment of Invoice 009809	109.97	0.00	109.97
Total Outstanding Checks.....				41,356.30		41,356.30

12B.

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 8/1/2019 to 9/30/2019
(Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	3301	08/13/19	BLADE RUNNERS	453842	REMOVAL OF 58 DEAD PINE TREES ON BERM	Contracts-Landscape	534050-53901	\$9,000.00
001	3307	08/26/19	BLADE RUNNERS	453841	AUG LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$18,154.00
001	3307	08/26/19	BLADE RUNNERS	453758	IRR REPAIRS	R&M-Irrigation	546041-53901	\$545.96
001	3307	08/26/19	BLADE RUNNERS	453757	IRR REPAIRS	R&M-Irrigation	546041-53901	\$835.60
001	3307	08/26/19	BLADE RUNNERS	453759	IRR REPAIRS	R&M-Irrigation	546041-53901	\$279.81
001	3307	08/26/19	BLADE RUNNERS	453859	IRR REPAIRS	R&M-Irrigation	546041-53901	\$1,547.38
001	3307	08/26/19	BLADE RUNNERS	453754	IRR REPAIRS	R&M-Irrigation	546041-53901	\$799.08
001	3307	08/26/19	BLADE RUNNERS	453606	IRR REPAIRS	R&M-Irrigation	546041-53901	\$555.00
001	3307	08/26/19	BLADE RUNNERS	453755	IRR REPAIRS	R&M-Irrigation	546041-53901	\$984.60
001	3307	08/26/19	BLADE RUNNERS	453858	IRR REPAIRS	R&M-Irrigation	546041-53901	\$3,530.78
001	3307	08/26/19	BLADE RUNNERS	453861	INSTALL 50YRDS @ CLUB H. PLAYGRND	R&M-Irrigation	546041-53901	\$2,000.00
001	3307	08/26/19	BLADE RUNNERS	453862	INSTALL 65YRDS @ CHAPALA PLAYGRND	R&M-Irrigation	546041-53901	\$2,600.00
001	3307	08/26/19	BLADE RUNNERS	453863	INSTALL 60 YRDS @ PLAYGRND - VOLTA	R&M-Irrigation	546041-53901	\$2,400.00
001	3311	09/06/19	BLADE RUNNERS	453871	INSTALL PINE STRAW	R&M-Common Area	546016-53901	\$9,000.00
001	3325	09/24/19	BLADE RUNNERS	453982	SEPT LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$18,154.00
001	121	09/17/19	BRIGHTON LAKES CDD	090919-2882	TRFR FUNDS TO CHECKING 8978	Cash with Fiscal Agent	103000	\$185,000.00
001	3294	08/08/19	CHURCHILLS	19282	REPAIRS FILTERS:GRIDS 19	R&M-Pools	546074-57204	\$1,755.00
001	3294	08/08/19	CHURCHILLS	19283	R/M POOLS - VALVE REPAIRS	R&M-Pools	546074-57204	\$1,190.00
001	3312	09/06/19	CHURCHILLS	10527	AUG POOL SVCS	R&M-Pools	546074-57204	\$585.00
001	3326	09/24/19	CHURCHILLS	10619	SEPT POOL MAINT	R&M-Pools	546074-57204	\$585.00
001	3326	09/24/19	CHURCHILLS	10572	AUG CHEMICAL DELIVERIES	R&M-Pools	546074-57204	\$837.60
001	3313	09/06/19	ENVERA SYSTEMS LLC	682380	SEPT ACCESS MONITORING	Contracts-Security Services	534037-53904	\$7,198.00
001	3295	08/08/19	EXERCISE SYSTEMS INC	045734	TREADMILL REPAIR SER #L7-76951	R&M-Clubhouse	546015-57204	\$510.00
001	3327	09/24/19	EXERCISE SYSTEMS INC	045975	TREADMILL REPAIRS	R&M-Clubhouse	546015-57204	\$105.00
001	3300	08/13/19	FEDEX	6-634-14418	JULY POSTAGE	Postage and Freight	541006-51301	\$14.10
001	3317	09/16/19	FEDEX	6-725-86912	AUG POSTAGE	Postage and Freight	541006-51301	\$104.30
001	3317	09/16/19	FEDEX	6-732-21613	SEPTEMBER POSTAGE	Postage and Freight	541006-51301	\$14.04
001	3304	08/21/19	FLORIDA MUNICIPAL INSURANCE TR	081519-0934	FMIT 1ST INSTALLMENT 19/20 FUND YEAR	Prepaid Items	155000-51301	\$2,691.50
001	3303	08/16/19	HANSON, WALTER & ASSOCIATES	5269687	ENGINEERING SERVICE THRU JULY 20	ProfServ-Engineering	531013-51501	\$658.75
001	3314	09/06/19	HOME DEPOT	080519-7008	GLOVES/MORTAR/BRUSHES/STAIN/PAINT	Miscellaneous Services	549001-53904	\$710.44
001	3328	09/24/19	HOME DEPOT	090519-7008	GLOVES/MOP/ G BAGS/WEED KILLER/BLEACH	Miscellaneous Services	549001-53904	\$642.90
001	3328	09/24/19	HOME DEPOT	090519-7008	GLOVES/MOP/ G BAGS/WEED KILLER/BLEACH	R&M-Clubhouse	546015-57204	\$99.84
001	3328	09/24/19	HOME DEPOT	090519-7008	GLOVES/MOP/ G BAGS/WEED KILLER/BLEACH	R&M-Signage	546085-54101	\$3.90
001	3328	09/24/19	HOME DEPOT	090519-7008	GLOVES/MOP/ G BAGS/WEED KILLER/BLEACH	R&M-Common Area	546016-53901	\$126.05
001	3299	08/12/19	HOPPING GREEN & SAMS	109086	GEN COUNSEL THRU JUNE 2019	ProfServ-Legal Services	531023-51401	\$2,449.00
001	3319	09/18/19	HOPPING GREEN & SAMS	109672	GEN MATTERS THRU JULY 2019	ProfServ-Legal Services	531023-51401	\$8,494.50
001	3319	09/18/19	HOPPING GREEN & SAMS	109673	MTHLY MTGS THRU JULY 2019	ProfServ-Legal Services	531023-51401	\$3,487.25
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,146.83
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	ProfServ-Field Management	531016-53901	\$3,449.17
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	ProfServ - Field Management Onsite Staff	531106-53901	\$5,015.42

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 8/1/2019 to 9/30/2019
(Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	Postage and Freight	541006-51301	\$15.20
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	Printing and Binding	547001-51301	\$36.80
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	ProfServ-Special Assessment	531038-51301	\$442.08
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	Office Supplies	551002-51301	\$101.83
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	Miscellaneous Services	549001-53904	\$196.04
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	CRASH REPORT	549900-53901	\$11.50
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	FIRST AID KIT	549900-53901	\$22.97
001	3290	08/02/19	INFRAMARK, LLC	42859	JULY MANAGEMENT FEES	Misc-Contingency	549900-53901	\$75.78
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,146.83
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	ProfServ-Field Management	531016-53901	\$3,449.17
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	ProfServ - Field Management Onsite Staff	531106-53901	\$5,015.42
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	Postage and Freight	541006-51301	\$11.50
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	copies	547001-51301	\$296.40
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	supplies	551002-51301	\$22.00
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	ProfServ-Special Assessment	531038-51301	\$442.08
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	Office Max	551002-51301	\$269.77
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	APPR PLAQUE	549001-51301	\$86.60
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	DOMAIN RENEWAL	549001-51301	\$14.00
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	INTERNET	546015-57204	\$103.45
001	3305	08/21/19	INFRAMARK, LLC	43648	AUG MGMT FEES	ROOM RENTAL	549001-51301	\$319.13
001	3296	08/08/19	MAGNOSEC CORP	251	SEC SVCS 7/15-7/28/19	Contracts-Security Services	534037-57204	\$1,736.00
001	3308	08/26/19	MAGNOSEC CORP	256	SEC SVCS 7/29-8/11/19	Contracts-Security Services	534037-57204	\$1,736.00
001	3315	09/06/19	MAGNOSEC CORP	262	SEC SVS 8/12-8/25/19	Contracts-Security Services	534037-57204	\$1,488.00
001	3329	09/24/19	MAGNOSEC CORP	269	8/26-9/8/19 SECURITY SERVICE	Contracts-Security Services	534037-57204	\$1,116.00
001	3329	09/24/19	MAGNOSEC CORP	275	SEC SVCS 9/10-9/23/19	Contracts-Security Services	534037-57204	\$1,240.00
001	DD00447	08/01/19	BRIGHT HOUSE NETWORKS - ACH	025014901071519	BILL PRD 7/14-8/13/19 CLUB HABITAT	R&M-Clubhouse	546015-57204	\$201.94
001	DD00450	08/20/19	TOHO WATER AUTHORITY	072119 ACH	BILL PRD 6/21-7/21/19	Utility - Water & Sewer	543021-53901	\$738.65
001	DD00446	08/13/19	CENTURYLINK-ACH	072219-2871	7/22-8/21/19 SRV #311362871	Miscellaneous Services	549001-53904	\$301.46
001	DD00449	08/22/19	CENTURYLINK-ACH	080119-8906 ACH	AUG SERVICES ACH #311238906	Communication - Telephone	541003-51301	\$292.94
001	DD00448	08/21/19	KUA	072919 ACH	KUA - 6/20-7/22/19 ELEC ACH	Electricity - General	543006-53901	\$5,081.67
001	DD00451	08/25/19	BRIGHT HOUSE NETWORKS - ACH	071021501080919 ACH	KARIBA GATE 08/08 - 09/07/19 #5071021501	Miscellaneous Services	549001-53904	\$89.97
001	DD00453	08/30/19	BRIGHT HOUSE NETWORKS - ACH	071055501081419 ACH	BILL PRD 8/13-9/12/19 GTHS #50710555-01	Miscellaneous Services	549001-53904	\$99.97
001	DD00454	09/02/19	BRIGHT HOUSE NETWORKS - ACH	025014901081519 ACH	BILL PRD 8/14-9/13/19	R&M-Clubhouse	546015-57204	\$201.94
001	DD00452	08/21/19	BRIGHT HOUSE NETWORKS - ACH	059031701072319 ACH	BILL PRD 7/21-8/20/19 - OFFICE #50590317-01	R&M-Clubhouse	546015-57204	\$34.98
001	DD00455	09/08/19	BRIGHT HOUSE NETWORKS - ACH	059031701082219 ACH	8/21-9/20/19 SERVICE ACH #50590317-01	0050590317-01	546015-57204	\$29.99
001	DD00460	09/20/19	TOHO WATER AUTHORITY	082119 ACH	BILL PRD 7/21-8/21/19	Utility - Water & Sewer	543021-53901	\$478.49
001	DD00456	09/12/19	CENTURYLINK-ACH	082219-2871 ACH	BILL PRD 08/22 - 09/21 #311362871	Miscellaneous Services	549001-53904	\$298.52
001	DD00457	09/25/19	BRIGHT HOUSE NETWORKS - ACH	091019-1501 ACH	9/8-10/7/19 KARIBA GTHS	Miscellaneous Services	549001-53904	\$99.97
001	DD00459	09/23/19	CENTURYLINK-ACH	090119-8906 ACH	SEPT SERVICE #311238906	Communication - Telephone	541003-51301	\$289.48
001	DD00458	09/15/19	KUA	082819 ACH	BILL PRD 7/22-8/21/19	Electricity - General	543006-53901	\$4,904.90
001	DD00463	09/30/19	BRIGHT HOUSE NETWORKS - ACH	071055501091419 ACH	BILL PRD 9/13-10/12/19 GTHS #50710555-01	Miscellaneous Services	549001-53904	\$109.97
001	DD00464	09/03/19	BRIGHT HOUSE NETWORKS - ACH	0071055501051419-ACH	CORR TO MAY INV THAT WAS VOIDED IN ERROR	Miscellaneous Services	549001-53904	\$99.97

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 8/1/2019 to 9/30/2019
(Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	3316	09/06/19	SITEX AQUATICS, LLC	3107A	AUG MTHLY LAKE MAINT	R&M-Lake	546042-53901	\$1,950.00
001	3320	09/18/19	SITEX AQUATICS, LLC	3160A	SEP LAKE MAINT	R&M-Lake	546042-53901	\$1,950.00
001	3302	08/15/19	SUN PUBLICATIONS OF FLORIDA DBA	110148	NOTICE OF RULE DEVELOPMENT - 8/3/19	Legal Advertising	548002-51301	\$33.16
001	3302	08/15/19	SUN PUBLICATIONS OF FLORIDA DBA	111678	RULEMAKING/PARKING NOTICE	Legal Advertising	548002-51301	\$70.86
001	3330	09/25/19	SUN PUBLICATIONS OF FLORIDA DBA	120913	BOARD MEETING NOTICE - 08/29/19	Legal Advertising	548002-51301	\$61.81
001	3331	09/26/19	SUN PUBLICATIONS OF FLORIDA DBA	126950	9/12/18 NOTICE OF BOARD MEETING	Legal Advertising	548002-51301	\$61.81
001	3332	09/26/19	SUN PUBLICATIONS OF FLORIDA DBA	120912	NOTICE FOR AUDIT SELECTION	#28857	548002-51301	\$66.34
001	3297	08/08/19	TERMINIX PROCESSING CENTER	387728898	PEST CONTROL 7/9/19	3950470	546015-57204	\$60.00
001	3298	08/08/19	TERMINIX PROCESSING CENTER	387728383	PEST CONTROL 7/9/19	3950470	546015-57204	\$45.00
001	3309	08/27/19	TERMINIX PROCESSING CENTER	388647045	PEST CONTROL 8/8/19	3950470	546015-57204	\$45.00
001	3310	08/27/19	TERMINIX PROCESSING CENTER	388646782	PEST CONTROL 8/8/19	3950470	546015-57204	\$60.00
001	3318	09/17/19	TERMINIX PROCESSING CENTER	389450084	9/5/19 PEST CONTROL	3950470	546015-57204	\$55.00
001	3321	09/18/19	TERMINIX PROCESSING CENTER	389449796	9/5/19 PEST CONTROL	3950470	546015-57204	\$60.00
001	3293	08/06/19	THE POOL SPECIALIST OF FLORIDA, INC.	5255	POOL REPAIRS - SURFACE CHIP OUT	R&M-Pools	546074-57204	\$4,301.00
001	DD00462	09/24/19	GERALD E. FRAWLEY	PAYROLL	September 24, 2019 Payroll Posting			\$162.70
001	3323	09/24/19	JOHN M. CRARY	PAYROLL	September 24, 2019 Payroll Posting			\$84.70
001	3322	09/24/19	MARCIAL RODRIGUEZ	PAYROLL	September 24, 2019 Payroll Posting			\$183.87
001	3324	09/24/19	MARK A. PETERS	PAYROLL	September 24, 2019 Payroll Posting			\$184.70
001	DD00461	09/24/19	MICHELLE INCANDELA	PAYROLL	September 24, 2019 Payroll Posting			\$184.70
Fund Total								\$345,629.81

SERIES 2015 DEBT SERVICE FUND - 204

204	3292	08/05/19	BRIGHTON LAKES CDD C/O U.S BANK N.A.	080119 - 2015	XFR ASSESSMENTS 2015 SERIES	Due From Other Funds	131000	\$4,154.82
Fund Total								\$4,154.82

SERIES 2017 DEBT SERVICE FUND - 205

205	3291	08/05/19	BRIGHTON LAKES CDD C/O U.S BANK N.A.	080119 - 2017	XFR ASSESSMENTS 2017 SERIES	Due From Other Funds	131000	\$4,354.35
Fund Total								\$4,354.35

Total Checks Paid	\$354,138.98
--------------------------	---------------------


COMMERCIAL LANDSCAPING, INC.

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

Invoice

Date	Invoice #
8/8/2019	453842

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

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

P.O. No.

--

Quantity	Description	Rate	Amount
	Removal of 58 dead pine trees on berm and all the fallen debris		
1	Removal of 58 dead pine trees on berm and all the fallen debris (approximately 3 to 4 full days 4 man tree crew and chipper)	9,000.00	9,000.00
	Note: the 58 pine trees will be chipped up and left as mulch after they are run threw the chipper		
		Terms	Total \$9,000.00



Date	Invoice #
8/1/2019	453841

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

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

P.O. No.

[illegible]



COMMERCIAL LANDSCAPING, INC.

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

Invoice

Date	Invoice #
2/20/2019	453758

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

Quantity	Description	Rate	Amount
	Irrigation repairs, please see attached copy of work sheet in file.	545.96	545.96
		Terms	Total \$545.96



COMMERCIAL LANDSCAPING, INC.

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

Invoice

Date	Invoice #
3/29/2019	453757

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

Quantity	Description	Rate	Amount
	Irrigation repairs, please see attached copy of work sheet in file.	835.60	835.60
		Terms	Total \$835.60



COMMERCIAL LANDSCAPING, INC.

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

Invoice

Date	Invoice #
1/18/2019	453759

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

Quantity	Description	Rate	Amount
	Irrigation repairs, please see attached copy of work sheet in file.	279.81	279.81
		Terms	Total \$279.81



COMMERCIAL LANDSCAPING, INC.

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

Invoice

Date	Invoice #
8/13/2019	453859

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

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

P.O. No.

--

Quantity	Description	Rate	Amount
	Irrigation repairs, please see attached copy of work sheet	1,547.38	1,547.38
		Terms	Total \$1,547.38



COMMERCIAL LANDSCAPING, INC.

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

Invoice

Date	Invoice #
2/15/2019	453754

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

Quantity	Description	Rate	Amount
	Irrigation repairs, please see attached copy of work sheet in file.	799.08	799.08
		Terms	Total \$799.08



Date	Invoice #
4/26/2019	453606

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

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

P.O. No.

[illegible]



COMMERCIAL LANDSCAPING, INC.

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

Invoice

Date	Invoice #
2/20/2019	453755

Bill To

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

Quantity	Description	Rate	Amount
	Irrigation repairs, please see attached copy of work sheet in file.	984.60	984.60
		Terms	Total \$984.60



COMMERCIAL LANDSCAPING, INC.

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

Invoice

Date	Invoice #
7/23/2019	453858

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

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

P.O. No.

--

Quantity	Description	Rate	Amount
	Irrigation repairs, please see attached copy of work sheet.	3,530.78	3,530.78
		Terms	Total \$3,530.78



Date	Invoice #
8/2/2019	453861

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

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

P.O. No.

[illegible]



Date	Invoice #
8/2/2019	453862

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

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

P.O. No.

[illegible]



Date	Invoice #
8/2/2019	453863

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

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

P.O. No.

[illegible]



Date	Invoice #
8/23/2019	453871

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

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

P.O. No.

[illegible]



Date	Invoice #
9/2/2019	453982

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


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

P.O. No.

[illegible]

CHECK REQUEST FORM

Date: 9/9/2019

From: John Khatiblou 

District Name: Brighton Lakes CDD

Please cut check from Acct. #: Brighton Lakes CDD - #2882 Bank United MMA

Please issue a check to: Brighton Lakes CDD

Vendor Name: Brighton Lakes CDD

Vendor No.: V00092

Check amount: \$185,000

Please code to: 103000.001.1000

Check Description/Reason: xfer funds to checking account

Mailing instructions: Deposit funds into the GF 8978 BB&T

Requestor: John Khatiblou 

Manager's Approval:

Date: 9/10/19

CHURCHILLS

1101 Miranda Ln Ste 131
 KISSIMMEE, FL 34741 US
 407 557 2730
 mail@churchillsgroup.com
 www.churchillsgroup.com

CHURCHILLSGROUP*Working hard for your leisure*

Invoice

BILL TO

Brighton Lakes
 313 Campus St
 Kissimmee, FL 34747

SHIP TO

Brighton Lakes
 Brighton Lakes
 Kissimmee, FL 34746

INVOICE # 19282**DATE** 07/29/2019**DUE DATE** 08/12/2019**TERMS** 14 Days**JOB #**

2662

SERVICE DATE

07/29/19

DATE	QTY	ACTIVITY	RATE	AMOUNT
07/29/2019	54	REPAIRS SERVICES:FILTERS:GRIDS_19 Following resurfacing it has been noted that the existing grids are worn/failing allowing DE to return to the pool, we recommend replacement of all grids ASAP. Renew DE grids	32.50	1,755.00

BALANCE DUE**\$1,755.00**

For payment default buyer is to pay all collections, attorney & court fees.

All parts and/or materials remain the property of Churchill's until payment is made in full.

The customer agrees and grants to Churchill's or its nominees free and unencumbered access for the removal of any parts and materials when payment terms have been exceeded.

CHURCHILLS

1101 Miranda Ln Ste 131
 KISSIMMEE, FL 34741 US
 407 557 2730
 mail@churchillsgroup.com
 www.churchillsgroup.com

CHURCHILLSGROUP*Working hard for your leisure*

Invoice

BILL TO

Brighton Lakes
 313 Campus St
 Kissimmee, FL 34747

SHIP TO

Brighton Lakes
 Brighton Lakes
 Kissimmee, FL 34746

INVOICE # 19283**DATE** 07/29/2019**DUE DATE** 08/12/2019**TERMS** 14 Days**JOB #**

2627

SERVICE DATE

07/29/19

DATE	QTY	ACTIVITY	RATE	AMOUNT
07/29/2019	2	REPAIRS SERVICES:VALVES:VAKPAK_10" Overhaul gravity valve inc. dis-assemble valves, dive pit, retrieve parts, repair one broken valve stem, install new valve parts, replace plunger support and seal discs, using VakPak 10" plunger repair kit.	595.00	1,190.00

BALANCE DUE**\$1,190.00**

For payment default buyer is to pay all collections, attorney & court fees.

All parts and/or materials remain the property of Churchill's until payment is made in full.

The customer agrees and grants to Churchill's or its nominees free and unencumbered access for the removal of any parts and materials when payment terms have been exceeded.

CHURCHILLS

1101 Miranda Ln Ste 131
 KISSIMMEE, FL 34741 US
 407 557 2730
 mail@churchillsgroup.com
 www.churchillsgroup.com

CHURCHILLSGROUP*Working hard for your leisure*

Invoice

BILL TO

Brighton Lakes
 313 Campus St
 Kissimmee FL 34747

SHIP TO

2540 Brighton Lakes Blvd
 Kissimmee, FL 34746

INVOICE # 10527**DATE** 08/01/2019**DUE DATE** 08/15/2019**TERMS** Net 14**JOB #**

1786/87

SERVICE DATE

Month of invoice

DATE	QTY	ACTIVITY	RATE	AMOUNT
08/01/2019	1	POOL/SPA SERVICES:COMMERCIAL SRV:PS_Comm<50 Pool service, 2 visits/week as schedule	585.00	585.00

Payment methods Cash, Check, Credit Cards & PayPal (fees apply)

BALANCE DUE**\$585.00**

For payment default buyer is to pay all collections, attorney & court fees.

All parts and/or materials remain the property of Churchill's until payment is made in full.

The customer agrees and grants to Churchill's or its nominees free and unencumbered access for the removal of any parts and materials when payment terms have been exceeded.

CHURCHILLS

1101 Miranda Ln Ste 131
 KISSIMMEE, FL 34741 US
 407 557 2730
 mail@churchillsgroup.com
 www.churchillsgroup.com

CHURCHILLSGROUP*Working hard for your leisure***INVOICE****BILL TO**

Brighton Lakes
 313 Campus St
 Kissimmee FL 34747

INVOICE # 10619**DATE** 09/01/2019**DUE DATE** 09/15/2019**TERMS** Net 14**JOB #**

1786/87

SERVICE DATE

Month of invoice

QTY	ACTIVITY	RATE	AMOUNT
1	POOL/SPA SERVICES:COMMERCIAL SRV:PS_Comm<50 Pool service, 2 visits/week as schedule	585.00	585.00

Payment methods Cash, Check, Credit Cards & PayPal (fees apply)

BALANCE DUE**\$585.00**

For payment default buyer is to pay all collections, attorney & court fees.

All parts and/or materials remain the property of Churchill's until payment is made in full.

The customer agrees and grants to Churchill's or its nominees free and unencumbered access for the removal of any parts and materials when payment terms have been exceeded.

CHURCHILLS

1101 Miranda Ln Ste 131
 KISSIMMEE, FL 34741 US
 407 557 2730
 mail@churchillsgroup.com
 www.churchillsgroup.com

CHURCHILLSGROUP*Working hard for your leisure***INVOICE****BILL TO**

Brighton Lakes
 313 Campus St
 Kissimmee FL 34747

INVOICE # 10572**DATE** 08/30/2019**DUE DATE** 09/13/2019**TERMS** Net 14**JOB #**

N/A

SERVICE DATE

Month of invoice

DATE	QTY	ACTIVITY	RATE	AMOUNT
08/30/2019	1	CHEMICALS:CalHypo_50 Calcium Hypochlorite Granular Shock Ca(ClO) ₂ MSDS sheets on file Weight 50.00lb	99.00	99.00
08/30/2019	330	CHEMICALS:BLEACH 10% Sodium Hypochlorite (NaClO Bleach) 10% - 12.5% per gallon MSDS sheets on file Weight 10.00lb	1.49	491.70
08/30/2019	24	CHEMICALS:Acid_Hydrochloric Hydrochloric Acid HCl per gallon MSDS sheets on file Weight 10.00lb	4.25	102.00
08/30/2019	2	CHEMICALS:Sodium BiCarb 50lb bag Sodium BiCarbonate NaHCO ₃ 50lb bag MSDS sheets on file Weight 50.00lb	25.95	51.90
08/30/2019	0	CHEMICALS:DE_25lb Diatomaceous Earth (DE) 25lb bag MSDS sheets on file Weight 25.00lb	29.95	0.00
08/30/2019	1	CHEMICALS:CYANURIC_Bag Cyanuric Acid Granular 50lb bag Pool stabilizer MSDS sheets on file Net weight 50.00lb	85.50	85.50
08/30/2019	1	CHEMICALS:DELIVERY Delivery fee	7.50	7.50
08/30/2019	0	REPAIRS SERVICES:POOL ITEMS:BAGNET Supply new bag net	40.00	0.00

For payment default buyer is to pay all collections, attorney & court fees.

All parts and/or materials remain the property of Churchill's until payment is made in full.

The customer agrees and grants to Churchill's or its nominees free and unencumbered access for the removal of any parts and materials when payment terms have been exceeded.

Payment methods Cash, Check, Credit Cards & PayPal (fees apply)

BALANCE DUE

\$837.60

For payment default buyer is to pay all collections, attorney & court fees.

All parts and/or materials remain the property of Churchill's until payment is made in full.

The customer agrees and grants to Churchill's or its nominees free and unencumbered access for the removal of any parts and materials when payment terms have been exceeded.

State Certified Contractor #CPC1458438

Envera

8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0743

Agenda Page 206

Invoice

Invoice Number 682380	Date 08/01/2019
Customer Number 300169	Due Date 09/01/2019

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Brighton Lakes CDD	300169		08/01/2019	09/01/2019

Quantity	Description	Months	Rate	Amount
<i>1489 - Gate Access - Brighton Lakes CDD - Main Entrance on Brighton Lake, Entrance 2 - Kariba Ct., Kissimmee, FL</i>				
1.00	Gate Access Monitoring 09/01/2019 - 09/30/2019	1.00	\$7,198.00	\$7,198.00
Subtotal:				\$7198.00
Tax				\$0.00
Payments/Credits Applied				\$0.00
Invoice Balance Due:				\$7198.00

Date	Invoice #	Description	Amount	Balance Due
8/1/2019	682380	Alarm Monitoring Services	\$7198.00	\$7198.00

Envera

8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0743

Invoice

Invoice Number 682380	Date 08/01/2019
Customer Number 300169	Due Date 09/01/2019

Net Due: \$7,198.00**Amount Enclosed:** _____

Brighton Lakes CDD
C/O Inframark
210 N. Univerisity Dr, Ste 702
Coral Springs, FL 33071

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

Exercise Systems, Inc

Business Office (Remit Payments)

3818 Shadowind Way

Gotha FL 34734

Showroom

6881 Kingspointe Pkwy. Ste. 10

Orlando FL 32819 ph. 407.996.8890

Fax 407.292.1438 John Young



Invoice : 045734

Date : 7/22/2019

Bill to:

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

Ship to:

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

Invoice

		Description	Price	Qty	Extend
		<u>Landice Treadmill Serial # L7-76951</u>			
TC	SERVICE	Trip Charge- no charge, return visit	\$70.00	0	\$0.00
SL	SERVICE	LABOR	\$70.00	0.5	\$35.00
	LANDICE	MOTOR CONTROLLER	\$449.00	1	\$449.00
SH	SERVICE	SHIPPING & HANDLING	\$26.00	1	\$26.00

TERMS: NET 30

*If you have any questions, please call John Young at
407-996-8890, ext 2, or email john@exercisesystems.com
For Billing Inquiries, call Pam Young at 407-325-2523*

Sub-Total \$510.00

Tax

Total \$510.00

Thank you for your business!

*Your complete source for all of your
commercial fitness equipment needs*
EQUIPMENT SALES SERVICE FLOORING

4

WORK ORDER

DATE	WO #
7.18.19	45734

REQUEST FROM CUSTOMER:

[illegible]

CUSTOMER NAME/TITLE PRINT:
 SIGNATURE: 

Michael Day

Exercise Systems, Inc

Business Office (Remit Payments)

3818 Shadowwind Way

Gotha FL 34734

Showroom

6881 Kingspointe Pkwy. Ste. 10

Orlando FL 32819 ph. 407.996.8890

Fax 407.292.1438 John Young



Invoice : 045975

Date : 9/9/2019

Bill to:

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

Ship to:

Invoice

		Description	Price	Qty	Extend
		<u>Landice Treadmills</u>			
TC	SERVICE	Trip Charge- no charge return visit	\$70.00	0	\$0.00
SL	SERVICE	LABOR 8.16.19- DIAGNOSE TREADMILLS	\$70.00	1	\$70.00
TC	SERVICE	Trip Charge- no charge return visit	\$70.00	0	\$0.00
SL	SERVICE	LABOR 8.29.19- DIAGNOSE TREADMILLS - SWAP COMPONENTS; CALLED ARIEL TO EXPLAIN SITUATION- MAY NEED A NEW COMPONENT IN ONE TREADMILL; NEED TO SEE IF ISSUE RETURNS	\$70.00	0.5	\$35.00
		<i>Serial # L7-76951- Should not be repaired. Repair cost exceeds value of machine</i>			
		<i>L7-86646 needs new running belt. proposal has been sent.</i>			
		<i>L7-98143 - May need upper board or display pod- waiting to see if intermittent problem returns</i>			

TERMS: NET 30

*If you have any questions, please call John Young at
407-996-8890, ext 2, or email john@exercisesystems.com
For Billing Inquiries, call Pam Young at 407-325-2523*

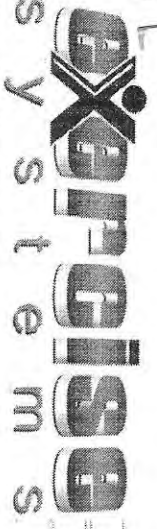
Sub-Total \$105.00

Tax

Total \$105.00

*Your complete source for all of your
commercial fitness equipment needs*
EQUIPMENT SALES SERVICE FLOORING

Thank you for your business!



Exercise Systems, Inc
66881 Kingspointe Parkway, Suite 10
Orlando, FL 32819
407.996.8890 phone 407.996.8895 fax

DATE	WO #
8.16.19	45975

WORK ORDER

SERVICE

1-2

REQUEST FROM CUSTOMER:

CUSTOMER:

BRIGHTON LAKES

Maria Fuentes cell 407-709-0205
4250 Brighton Lakes Blvd.
KISSIMMEE, FL 34746
Phone: 407-566-2018 Ariel Medina
(O) 407-566-4122 | (M) 281-831-0139 |

SERIAL #	EQUIPMENT	COMMENTS
L7-86646	LANDICE PT LTD TREADMILL	✓ operational - running is work
L7-98143	LANDICE L7 PT TREADMILL	RESET - ELEVATION motor - operational
L7-76951	LANDICE L7 LTD TREADMILL	✓ ERROR L5 - tested drive motor - operational / Running belt -
	Oldest treadmill	deck be flipped
		Drive motor needs to be replaced

TECHNICIAN'S SIGNATURE
CUSTOMER NAME/TITLE PRINT:
SIGNATURE:

David Rodriguez

407.996.8890 phone 407.996.8895 fax

BRIGHTON LAKES

Arrel Medina
Phone: 407-566-2018
(O) 407-566-4122 | (M) 281-831-0139 |

[illegible]

TECHNICIAN'S SIGNATURE _____

CUSTOMER NAME/TITLE PRINT:
SIGNATURE:

X

David Rodriguez

DATE _____

8.29.19

PM-2

WO

45975

WORK ORDER

SERVICE

REQUEST FROM CUSTOMER:

diagnose/ repair treadmill

2-2



Invoice Number	Invoice Date	Account Number	Page
6-634-14418	Aug 06, 2019		1 of 2

Billing Address:

BRIGHTON LAKES CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

Shipping Address:

BRIGHTON LAKES CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

Invoice Questions?**Contact FedEx Revenue Services**

Phone: 800.622.1147

M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST

Internet: fedex.com

Invoice Summary**FedEx Express Services**

Total Charges USD \$14.10

TOTAL THIS INVOICE USD \$14.10

You saved \$7.81 in discounts this period!

Other discounts may apply.

Received
Coral Springs, FL
AUG 09 2019

INFRAMARK

Invoice Number	Invoice Date	Account Number	Page
6-634-14418	Aug 06, 2019		2 of 2

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Jul 25, 2019

Cust. Ref.: Brighton Lakes Mtg. File

Ref.#2:

Payor: Third Party

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.75% to this shipment.
- Distance Based Pricing, Zone 3
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation	INET	Sender	Recipient	
Tracking ID	775830279067	Rosemary Tschinkle	Recording Department-Stephanie	
Service Type	FedEx 2Day	Inframark	Inframark	
Package Type	Customer Packaging	313 Campus Street	210 N UNIVERSITY DR	
Zone	03	KISSIMMEE FL 34747 US	CORAL SPRINGS FL 33071 US	
Packages	1			
Rated Weight	3.0 lbs, 1.4 kgs	Transportation Charge		20.58
Delivered	Jul 29, 2019 10:14	Discount		-7.81
Svc Area	A1	Fuel Surcharge		0.99
Signed by	M.MEGAN JONES	Third Party Billing		0.34
FedEx Use	000000000/6002/_	Courier Pickup Charge		0.00
		Total Charge	USD	\$14.10
		Third Party Subtotal	USD	\$14.10
		Total FedEx Express	USD	\$14.10



Invoice Number	Invoice Date	Account Number	Page
6-725-86912	Sep 03, 2019		1 of 3

Billing Address:

BRIGHTON LAKES CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

Shipping Address:

BRIGHTON LAKES CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

Invoice Questions?**Contact FedEx Revenue Services**

Phone: 800.622.1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Internet: fedex.com

Invoice Summary**FedEx Express Services**

Total Charges	USD	\$104.30
TOTAL THIS INVOICE	USD	\$104.30

You saved \$106.08 in discounts this period!

Other discounts may apply.

Received**Coral Springs, FL****SEP 06 2019****INFRAMARK**