

BRIGHTON LAKES
COMMUNITY DEVELOPMENT
DISTRICT

JANUARY 16, 2020

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

January 6, 2020

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, January 16, 2020 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 October 22, 2019 Meeting
 - B. Minutes of November 7, 2019 Audit Committee Meeting
 - C. Minutes of November 7, 2019 Meeting
5. CDD Landscaping & Maintenance Liaison Report
 - A. Discussion and Consideration of Proposals for Alligator Signs per Map
6. Vendor Reports
 - A. Brighton Lakes Options
 - i. Option 1 – Second Addendum to Remote Monitoring Services Agreement – As of 1/10/20 – Reduce the per home from \$5.06 to \$4.25 – Overall Reduction in Rates of \$1,013.85
 - ii. Option 2 – Second Addendum to Remote Monitoring Services Agreement –Option 1 + CO-06082 – Upgrade to Existing System, Requires a 12 month Extension to the Current Agreement which Auto-Renews on 1/10/20 – so end date would be 1/9/22
 - iii. Option 3 – Second Addendum to Remote Monitoring Services Agreement –Option 1 + CO-06072 – Upgrade to Existing System, Requires a 24 Month Extension to the Current Agreement Which Auto-Renews on 1/10/20 – So end date would be 1/9/23

- iv. Option 4 – Addendum to Services Agreement – New Agreement – CA-06073 –
Prepared with An Addendum Similar to the Original Addendum to Current
Agreement
- 7. Engineer's Report
 - A. Consideration of Proposals for work to be completed per Hanson Walters report
- 8. District Manager's Report
 - A. Financial Statements
 - B. Check Register and Invoices
- 9. Attorney Report
 - A. Consideration of Resolution 2020-04, Adopting an Internal Controls Policy
- 10. Field Management Report
 - A. Consideration of Inframark Field Services Work Orders for work to be completed per
Hanson Walters report
 - B. Envera Invoices – For work done over the past 12 months not included in Contract
 - C. Basketball Court Resurfacing Proposal
 - D. Consideration of Proposal for Repair/Replacement Pavers at guard House Visitors
Entrance
 - E. Consideration of Proposal for Replacement of 54 Sidewalk Panels
- 11. Other Business
- 12. Supervisor Requests and Comments
- 13. 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 special meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held Tuesday, October 22, 2019 at 10:00 a.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(via phone)
Ariel Medina	Field Services Supervisor

This represents the context and summary of the meeting.

FIRST ORDER OF BUSINESS Roll Call

- Ms. Suit called the roll and a quorum was established.

SECOND ORDER OF BUSINESS Pledge of Allegiance

- The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS Audience Comments

- Audience comments were received regarding:
 - The pond clean-up.
 - Request to clean, paint and maintain the horseshoe pit.
- Ms. Suit asked if there were any additional comments, there being none the next item followed.

FOURTH ORDER OF BUSINESS Consideration of Matters Pertaining to Street Tree Trimming and the Brighton Lakes Homeowners Association, Inc

- Ms. Suit provided the Board a copy of the Agreement between the CDD and HOA as well as a copy of the complaint.
- Discussion ensued regarding the plan for filing of the proposed agreement and the suggested course to take in terms of communication with the HOA.

- The Board reviewed and discussed the Agreement; specifically, the language in paragraphs 3, 4, 6 and 10 to include:
 - To add the County Code Enforcement to work directly with the HOA and the notices going forward would not be sent to the CDD.
 - The agreement will be binding with the inability to make revisions and action will be required within 10 days of receipt of the email.
 - The District is seeking funds in the amount of \$17,230 which the district has spent to date as well as the attorney's fees.
 - The agreement to include some notification requirement by Osceola County or at least association acceptance notice from Osceola County with respect to notices of violation.
 - A demand letter will be sent.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor authorizing District staff to send the draft complaint and agreement to the HOA with a notice of the District to file within 10 days unless the agreement is executed by the HOA. As well, authorizing Ms. Incandela to serve as a liaison with District staff should there be any comments or questions from the HOA. In addition, grant Ms. Incandela to work with counsel to grant an extension of 10 days in the event deemed appropriate was approved. 4-0

FIFTH ORDER OF BUSINESS

Supervisor Requests and Comments

- None.

SIXTH ORDER OF BUSINESS

Audience Comments

- Audience comments were received.

SEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Peters seconded by Mr. Rodriguez, Jr with all in favor the meeting adjourned. 4-0

Secretary

Chairman/Vice-Chair

4B.

MINUTES OF MEETING

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee Meeting of the Brighton Lakes Community Development District was held Thursday, November 7, 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
Brenda Jennings	Vice-Chair
Michelle Incandela	Assistant Secretary
John Cray	Assistant Secretary
Mark Peters	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Tucker Mackie – <i>by phone</i>	District Attorney

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.
- Ms. Suit called the Audit Committee to order.
- Copies of the proposals and ranking sheets were provided to the Board.
- Ms. Suit went reviewed the ranking criteria and dollar amount for over a three-year period with the Board.
- Ms. Incandela stated both companies are close in qualifications, and Grau and Associates has been their auditor for the past three years without any incidents or any reason to question whether they are qualified or suitable to do this job again.
- The total ranking for Berger by the Board is 84.6% and for Grau 91.2% making Grau the choice based on the ranking for auditing services.

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On MOTION by Ms. Incandela, seconded by Ms. Jennings with all in favor awarding the contract for audit services to Grau and Associates for fiscal year 2020 was approved. 5-0

On MOTION by Mr. Crary, seconded by Ms. Incandela with all in the audit committee meeting was adjourned. 5-0

Secretary

Chairman/Vice-Chair

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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, November 7, 2019 at 6:22 p.m. at the Brighton Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746

Present and constituting a quorum were:

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

Also present were:

Kristen Suit	District Manager
Tucker Mackie – <i>by phone</i>	District Attorney
Mark Vincutonis	District Engineer
Ariel Medina	Field Services Supervisor
Gerry Frawley	Landscape & Maintenance CDD Liaison
Lumuel Rivera	Magnosec
Juan Ramirez	BladeRunners
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.
- Audience requested an update on the demand letter sent to the HOA. Ms. Mackie indicated this will be discussed in the Attorney's report.

FOURTH ORDER OF BUSINESS Approval of Minutes

A. Minutes of September 19, 2019 Meeting

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

On MOTION by Mr. Crary, seconded by Ms. Incandela with all in favor the minutes of September 19, 2019 were approved as presented. 5-0

FIFTH ORDER OF BUSINESS

CDD Landscaping & Maintenance Liaison Report

- Mr. Frawley presented and discussed the following on his report to the Board.
 - Electrical Outlets
 - Noise level — discussion ensued regarding the noise.
 - Change of the garbage cans
 - Function of the cameras
 - Flooding when it rains around the tennis court
 - Pavers
 - Throw rings with the ropes dangling down and people playing with them
 - Pool resurfacing
- At the last meeting several landscape proposals were approved. Mr. Frawley indicated he does not receive a hardcopy of the agenda package but does receive it via email but would prefer a hardcopy. On consensus, the Board approved Mr. Frawley being provided with a hardcopy of the agenda package going forward. Ms. Suit will ensure he is added to the distribution list.
- He mentioned the items which were approved at the last meeting. He indicated looking around he thought more things were to be done than was on the list and questioned whether all the things were done or not.

SIXTH ORDER OF BUSINESS

Vendor Reports

Sitex

- Brian Fackler from Sitex presented his report to the Board. A quote was provided for the lake with the overgrowth of healthy vegetation.

- Mr. Fackler addressed the ponds discussed at the last meeting.
 - The front entrance ponds treatment follow-ups were done
 - Pond 5 has dropped off for follow-up treatments.
 - Pond 9 all the trash has been picked up and a full treatment was provided specifically for the fish. A follow-up treatment will be required.
 - The Sweets Park pond has had a boat and ATV treatment.
 - Pond 8 has native vegetation. This is a natural body of water and was not part of the development's property. It was there long before the property was there.
 - Further discussion ensued regarding this pond.
 - Mr. Frawley will obtain quotes to be presented at the January meeting.

Magnosec

- Mr. Rivera presented his report to the Board. He indicated he has not received any reports as it relates to the noise in the last two months.
- He discussed the incident report received from one of the guards about the incident of the mechanical arm hit. He provided a proposal for consideration to repair this.

BladeRunners

- Mr. Ramirez presented his report to the Board. They are doing the installation of 15 gallons of Viburnum along the Boulevard. The drainage still needs to be done but he will review this with Mr. Frawley on Monday.
- He asked when he removes the current Viburnum along the Boulevard whether the Board would like for those plants to be transplanted in a different area. Further discussion ensued regarding this.
- Mulch will be started the first week of December.
- Discussion ensued regarding area which is damaged due to the four-wheeler riding through that area.

- They have changed the service times the ponds are done. They will now be done before the hurricane season. It is currently in their scope of services for this work to be done right now.

SEVENTH ORDER OF BUSINESS

Follow-up Discussion from Board Supervisors' Workshop Held on November 7, 2019

- Ms. Mackie stated the purpose of having this item on the agenda was in the event the Board was going to discuss any action that would require a motion since the Board is prohibited from taking action on items during a workshop.

EIGHTH ORDER OF BUSINESS

Public Hearing on Rules Relating to Parking and Parking Enforcement

On MOTION by Ms. Incandela, seconded by Mr. Rodriguez, Jr with all in favor to open the public hearing on the rules relating to parking and parking enforcement was approved. 5-0

A. Public Comments and Testimony

- Ms. Mackie informed the Board included in the agenda package are items related to a rule related to parking and parking enforcement which the Board has talked about at several meetings in the past. Because of the cancelation of the September meeting, the public hearing had to be re-advertised and was rescheduled for today.
- The proposed rule included in the agenda package is a prior version because she has been working with Mr. Frawley on this. A copy of the rule with the revised map which identified a few additional areas were not included in the original map.
- Ms. Mackie walked through the rule briefly with the Board. Ms. Mackie discussed the terms of the towing process and indicated any car that is in violation of these rules are subject to towing and this is reviewed and approved by the District Manager.

138 • Following the consideration of the rule today they would also look to engage
139 with a towing company that would provide the signage that would be required.
140 The towing and removal authority currently have not been confirmed by the
141 District Manager which is subject to Board discussion today but could change
142 as it was an item that was noted. The Board should assess the rule and subject
143 to changes the Board might make at this meeting, approve the Resolution
144 2020-01 which would adopt these rules if the Board so choses.

145 **B. Board Discussion**

146 • Mr. Medina stated when he spoke with the towing company, they had lined up
147 to service this community he did state they could be provided a list of names of
148 who can authorize the towing of vehicles.

149 • Mr. Crary asked how this is going to operate. Ms. Incandela stated the towing
150 company will not only give District Manager authority, but the Board can
151 provide a list of names of others who can authorize beyond Ms. Suit. So, if he
152 calls and Ms. Suit is not available then they could reach out to Mr. Frawley, Ms.
153 Incandela, Mr. Crary, Mr. Rodriguez, Jr and Mr. Peters if they are authorized to
154 do this.

155 • Ms. Mackie stated the District Manager refers to Inframark generally not Ms.
156 Suit specifically but certainly the Board can provide District Manager and a
157 Board Supervisor or Liaison Representative.

158 • Mr. Crary had some concerns regarding the content of the Resolution as it
159 relates to having the District Manager be the sole responsible individual to be
160 contacted.

161 • Ms. Mackie stated it will be up to the Board to directly make that change and
162 they would make this change by adopting resolution 2020-01 it would
163 incorporate those changes requested by the Board today.

164 • Further discussion ensued regarding this matter.

165 • Ms. Incandela explained they would like to have the authority to remove
166 vehicles that need to be removed and have a process by which towing
167 company has the authority upon the Boards' direction so that they are not
168 going around making the decisions themselves so they would need authority

169 from someone. The District or Management company is the first point of
170 contact person and they should as it is comes under their umbrella of
171 responsibility to be the ones to authorize this. There is access to them even if
172 Ms. Suit is not available, but the Board can, if they want, provide the towing
173 company other designated individuals if they so choose.

- 174 • The Board has no issue adding that language into the Resolution.
- 175 • Ms. Mackie reiterated this is authorizing the District to be able to tow
- 176 something the District currently lacks.
- 177 • Further discussion ensued regarding this matter.

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On MOTION by Mr. Rodriguez, Jr seconded by Ms. Incandela with all in favor to close the public hearing on the rules relating to parking and parking enforcement was approved. 5-0

184 **C. Consideration of Resolution 2020-01, Adopting Rules Relating to Parking and**
185 **Parking Enforcement**
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On MOTION by Mr. Peters, seconded by Ms. Jennings with all in favor resolution 2020-01 for rules relating to parking and parking enforcement was adopted as amended. 5-0

- 192 • Ms. Mackie will update the rules relating to parking and parking enforcement
- 193 document with the changes indicated by the Board and re-circulate it.
- 194 • Mr. Crary mentioned the map provided with the document. He found the map
- 195 to be not detailed enough.

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NINTH ORDER OF BUSINESS

**Public Hearing on Adoption of Amended
and Restated Rules of Procedure.**

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On MOTION by Ms. Incandela, seconded by Mr. Crary with all in favor to open the public hearing to receive comments on the amended and restated rules of procedure was approved. 5-0

A. Public Comments and Testimony

- Ms. Suit asked if there were any public comments or testimony as it relates to the adoption of the amended and restated rules of procedure.
- No comments were received.

B. Board Discussion

- Ms. Suit asked Ms. Mackie to go over some of the changes.
- Ms. Mackie reviewed the proposed rules and memorandum which was included in the agenda package.
- Discussion ensued regarding paring down the agenda package to include what is statutorily required by a rule of procedure and putting the remainder in the agenda.
- Ms. Mackie stated Ms. Suit mentioned previously that they had gone out for RFP every three years pursuant to the Districts rules for auditing services. The revised rules would allow for the District to go out every five years. The Board can elect to go out sooner, but this would reduce the cost of advertising.
- Ms. Mackie is available to answer any questions the Board may have as it relates to the rule changes.

On MOTION by Mr. Rodriguez, Jr seconded by Ms. Incandela with all in favor to close the public hearing on the amended and restated rules of procedure was approved. 5-0

C. Consideration of Resolution 2020-02, Adopting Amended and Restated Rules of Procedure

On MOTION by Mr. Cray seconded by Mr. Peters with all in favor resolution 2020-02 the adoption of the amended and restated rules of procedure was adopted. 5-0

TENTH ORDER OF BUSINESS

Consideration of Audit Committee Recommendation

- The Board approved the auditing services of Grau and Associates.

On MOTION by Ms. Incandela seconded by Ms. Jennings with all in favor the audit rankings, awarding the contract to Grau and Associates and authorizing the District to transmit award letter was accepted. 5-0

ELEVENTH ORDER OF BUSINESS

Engineer's Report

- Mark Vincutonis, District Engineer presented a report on the emergency exit on Juneberry. The surveyors have completed the survey of the area and he provided a brief sketch to the Board.
- Mr. Vincutonis indicated they are proposing a 20-foot paved roadway from the end of the cul du sac to Victoria Drive and Fountain Blue in the neighborhood development that is current emergency access which has a locked gate.
- Further discussion ensued regarding this matter.

TWELFTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

- Ms. Suit asked if there were any questions as it relates to the September 30, 2019 financial report.

On MOTION by Ms. Incandela seconded by Mr. Rodriguez, Jr with all in favor the financial statement of September 30, 2019 was approved. 5-0

B. Check Register and Invoices

- Ms. Suit asked if there were any questions. There being none,

On MOTION by Mr. Crary seconded by Ms. Jennings with all in favor the check register and invoices were approved. 5-0

C. Motion to Assign Fund Balance as of September 30, 2019

On MOTION by Ms. Incandela seconded by Ms. Jennings with all in favor the motion to assign reserves as of September 30, 2019 was approved. 5-0

D. Consideration of Resolution 2020-03, Amending the Fiscal Year 2018/2019

Budget

On MOTION by Mr. Rodriguez, Jr seconded by Ms. Incandela with all in favor resolution 2020-03 amending the Fiscal year 2018/2019 budget was adopted. 5-0

THIRTEENTH ORDER OF BUSINESS Attorney's Report

- Ms. Mackie stated at the last special meeting the Board authorized with coordination with Ms. Incandela a demand letter to the HOA requesting the demands that were discussed at the meeting. This letter was transmitted, and the deadline of this past Monday was provided to receive a response.
- The demand letter requested receipt of funds that were advanced by the District to pay for the initial street tree trimming and the execution of the formal agreement that the Board reviewed relating to ongoing efforts of tree trimmings.
- A response was received from the HOA Monday afternoon in a form of a comment to the agreement itself. She has been provided and discussed with Mr. Fraser, who represents the HOA the District comments to their comments. She was told she would have received his edits to the District comments last night but at the time of this meeting had not received those.
- Further discussion ensued regarding this matter.
- Mr. Crary mentioned a question from a resident about purchasing a piece of CDD property. Ms. Mackie explained the process in detail to the Board.

FOURTEENTH ORDER OF BUSINESS Field Management Report

- Mr. Medina presented three proposals for pressure washing the concrete sidewalks. He has proposals from Pressure Wash This in the amount of \$7,600, Pressure Washer Total Clean in the amount of \$8,565 and Simple Solutions Exterior Cleaning in the amount of \$4,455.
- Mr. Medina stated they have used all three companies previously. The Board reviewed the proposals.

A. Sidewalk Pressure Washing Proposal

On MOTION by Ms. Incandela seconded by Mr. Crary with all in favor the proposal from Simple Solutions Exterior Cleaning in the amount of \$4,455 was approved. 5-0

B. Removal of Work of Personal Property on District Owned Property Update

- Mr. Medina stated he will review this again with Mr. Blanco and do a walkthrough with Mr. Frawley on this matter and provide an update to the Board.
- Ms. Mackie reiterated the position of the Board as discussed at a previous meeting where the Board would send a demand letter regarding any obstruction that would hinder getting down that path and if it had not been removed within the time period stated in the letter then the resident will be charged for removal.
- Mr. Peters asked when this will be done. Mr. Frawley indicated they just set this up with the landscapers early January.
- Mr. Medina questioned when the Board would like to have the Christmas lights put up. Ms. Incandela stated it is usually placed the week before Thanksgiving. However, after Board discussion it was decided to have the lights turned on the day before Thanksgiving.
- Mr. Medina indicated the Chair requested that they follow-up on the resurfacing of the pool. He has asked Churchill to do an evaluation of the pool.

FIFTEENTH ORDER OF BUSINESS

Other Business

- None.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Ms. Jennings inquired whether the Board had given the plaque to Mr. Olmo. Ms. Suit confirmed this had been done.

- 336 • Mr. Crary thanked Mr. Frawley for the completion of the pavers. He also
- 337 mentioned the bikes behind the clubhouse. They have been there so long
- 338 there is grass growing through them and all six tires are flat. He indicated no
- 339 one is using them how can they get rid of them.
- 340 • Mr. Peters can place a notice on NextDoor indicating they are looking to
- 341 remove those bikes.
- 342 • Mr. Crary met with Mr. Frawley with regards to signage for alligators. He asked
- 343 what the process would be to have these signs approved. Ms. Incandela asked
- 344 the cost of the ones they had done before. After further discussion, Mr.
- 345 Medina will follow-up and provide alligator sign location map and proposal on
- 346 this matter at the next Board meeting.
- 347 • Discussion ensued regarding changing the January 2, 2020 meeting date. It
- 348 was decided to reschedule the meeting to January 16, 2020.

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350 On MOTION by Ms. Jennings seconded by Ms. Incandela with

351 all in favor rescheduling the January 2, 2020 meeting to

352 January 16, 2020 was approved. 5-0

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- 354 • Ms. Incandela mentioned when exiting the community, the vegetation that is
- 355 to the left when exiting. She does not believe it is Brighton Lakes, but it is
- 356 growing to the point where it is difficult to see oncoming traffic. After
- 357 discussion it was noted it was the responsibility of the County to maintain that
- 358 area.
- 359 • Ms. Incandela asked Ms. Mackie if she would reach out to the County and let
- 360 them know the growth in that area is obstructing the view to oncoming traffic
- 361 and causing a safety hazard for residents exiting the community.
- 362 • Ms. Suit will follow-up on this matter with a letter to FDOT.
- 363 • Mr. Peters noted regarding the visitor side of the entrance it is getting very
- 364 rough. He asked if they are in talks about getting that area fixed. Mr. Medina
- 365 will follow-up on this.

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368 **SEVENTEENTH ORDER OF BUSINESS** **Adjournment**

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On MOTION by Ms. Jennings seconded by Mr. Crary with all in
favor the meeting adjourned. 5-0

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Secretary

Chairman/Vice-Chair

Fifth Order of Business

5A.

INVOICE

2060-12647

More than fast. More than signs. ®

Payment Terms: Deposit Required Account

Created Date: 12/31/2019

DESCRIPTION: Reorder: 9327 Alligator signs 0.080 Aluminum signs single side with cut vinyl.

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

Pickup At: FASTSIGNS of Kissimmee
1902 West Vine St.
Kissimmee, FL 34741
US

Ordered By: Ariel Medina
Email: Ariel.Medina@inframark.com
Work Phone: (407) 566-4122
Cell Phone: (281) 831-0139

Salesperson: House 175401 - Kissimmee, FL

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	12"W 18"H 0.080 Reflective signs single side with RED cut vinyl - 1 hole on top and bottom and round corners / Alligator Sign	14	\$39.50	\$0.00	\$553.00
1.1	12" x 18" Reflective(EGP) Aluminum 0.08 with Cut Vinyl -				

*Please sign Estimate. 50% down deposit is required to begin working on the project when is more than \$200.00 total cost. If it is less than \$200.00, full payment is required to proceed.

*Three Revisions and/or changes per Artwork per project. After the third change, a \$10.00 Fee will be added to the order per Artwork change.

*Customer will provide primary electrical service within 5 feet of sign electrical connection.

*City or County Fees not included in the estimate.

*ANY ORDERS THAT ARE RUSH ORDERS, ORDERS WITH INSTALLATION, AND ORDERS THAT NEED TO BE DELIVERED NEED TO BE PAID IN FULL BEFORE

*All RUSH ORDER must be approved before 3:00 pm. After 3:01 pm the order will be ready for the next day

Subtotal:	\$553.00
Taxable Amount:	\$0.00
Taxes:	\$0.00
Grand Total:	\$553.00
Amount Paid:	\$0.00
BALANCE DUE:	\$553.00

Thank You For Your Business

January 1, 2019

Brighton Lakes CDD	
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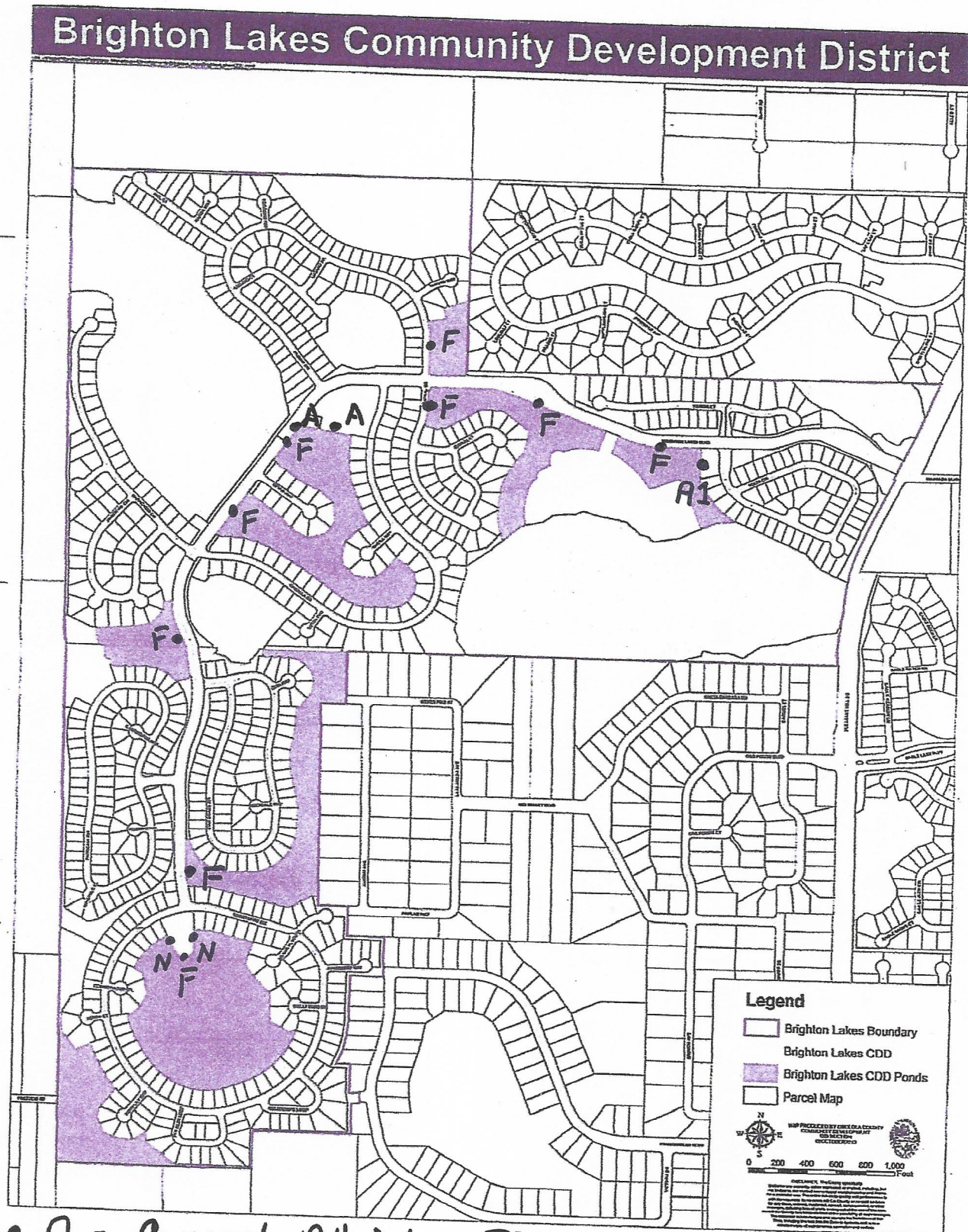
Description		Ea.	Total
Install 4 new 8' poles with concrete foundation with new signs as per attached map	\$ 100.00	4	\$ 400.00
Install 10 new signs in current poles as per attached map	\$ 25.00	10	\$ 250.00
This quote includes all materials for installation and labor (excluding the signs)			
Prepared by Inframark, Ariel Medina, Field Services Supervisor			\$ 650.00

Prepared by Inframark, Ariel Medina, Field Services Supervisor

Thank you for your business!

313 Campus Street, Celebration, FL 407-566-1935 | ariel.medina@inframark.com

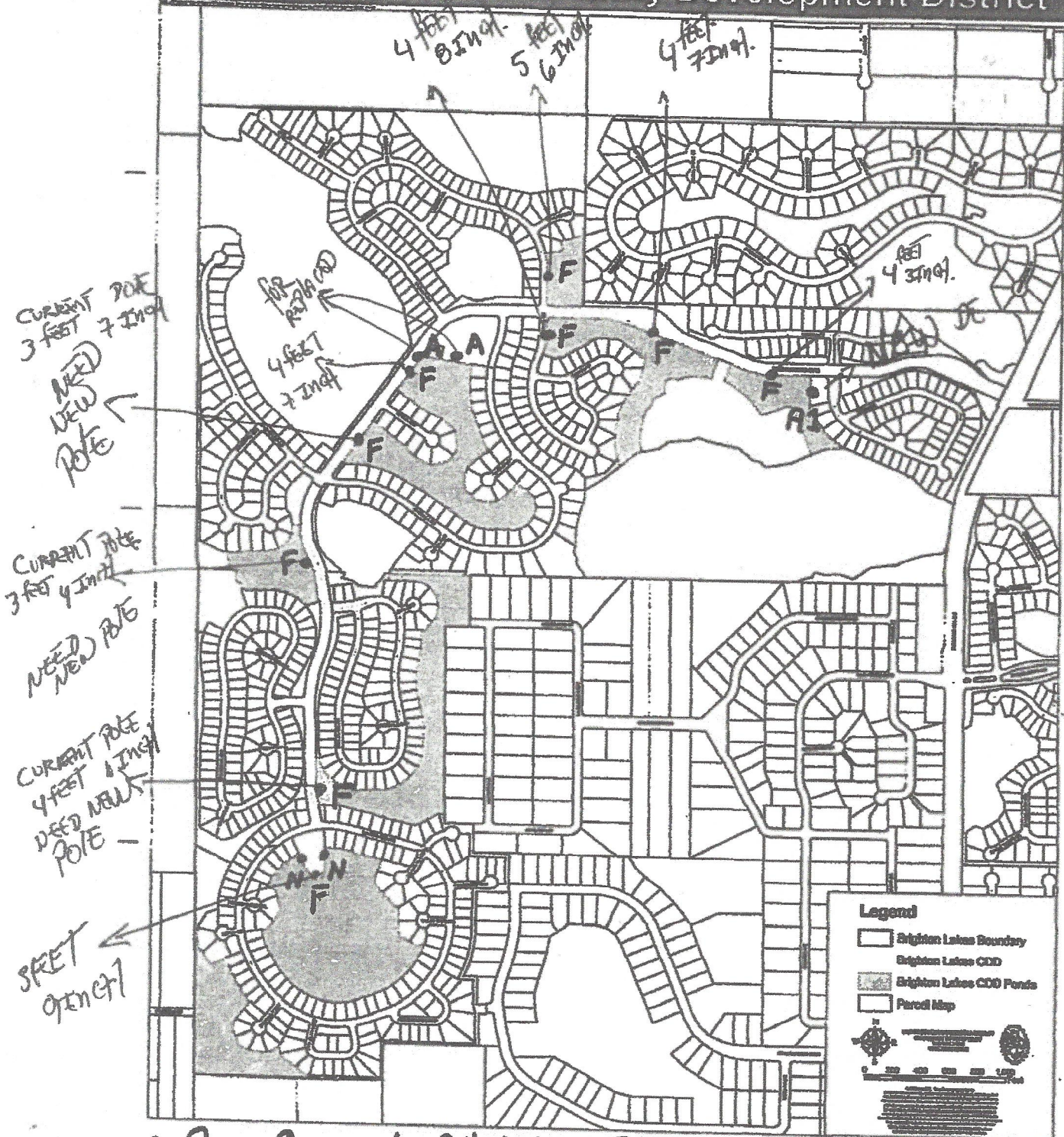
- 14 Signs in all
- 13 New Signs
- 2 Current Signs replaced w/new ones
- 9 New Signs mounted on current "Catch & Release" Fish Signs



- A = Current Alligator Signs
- F = Current "Catch & Release" Fish Sign
- N = Install New Alligator Sign
- A1 = Design of New Alligator Signs

- 14 Signs in all
- • 13 New Signs
- 2 Current Signs replaced w/new ones
- 9 New Signs mounted on current "Catch + Release" Fish Signs

Brighton Lakes Community Development District



- A = Current Alligator Signs
- • F = Current "Catch + Release" Fish Sign
- N = Install New Alligator Sign
- A1 = Design of New Alligator Signs



Sixth Order of Business

6Ai.

"Client":	Brighton Lakes Community Development District	Contract Date:	September 12, 2016	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"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			

This Second 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 parties' Agreement is currently scheduled to auto-renew for an additional one year term on January 10, 2020. In consideration for allowing the auto-renewal to occur, the parties agree to decrease the per-home pricing from \$5.60 per home to \$4.25 per home, resulting in a decrease in monthly monitoring rates of \$1,013.85.
2. The remaining terms of the Agreement, and the prior Addendum thereto shall remain in full force.
3. This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.
4. 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 Second Addendum on the dates written below.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Brighton Lakes Community Development District	
Signature		Signature	
Print Name		Print Name	
Title / Position		Title / Position	
Date		Date	

6Aii.

"Client":	Brighton Lakes Community Development District	Contract Date:	September 12, 2016	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"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			

This Second 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 parties agree to extend the Initial Term of the Agreement through January 9, 2022, at which time it will automatically renew pursuant to the terms of the Agreement, unless non-renewed.
2. The parties agree to decrease the per-home pricing from \$5.60 per home to \$4.25 per home, resulting in a decrease in monthly monitoring rates of \$1,013.85.
3. Envera agrees to install the equipment identified on Change Order Quote Number Q-06082, at the locations described therein. There shall be no cost for the installation of the added equipment, and the Client shall become the owner of the equipment once it is installed. There shall be no added cost for monthly monitoring services related to the newly-installed equipment, and it will be covered by the Service and Maintenance plan at no additional charge.
4. The remaining terms of the Agreement, and the prior Addendum thereto shall remain in full force.
5. This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.
6. 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 Second Addendum on the dates written below.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Brighton Lakes Community Development District	
Signature		Signature	
Print Name		Print Name	
Title / Position		Title / Position	
Date		Date	



ENVERA SERVICES AGREEMENT CHANGE ORDER

"Client": Brighton Lakes Community Development District

"Community": Brighton Lakes Community Development District

"Premises": Main Entrance: Brighton Lakes Blvd; Entrance 2: Kariba Ct & Brighton Lakes Blvd; Entrance 3: Volta Cir & Brighton Lakes Blvd, Kissimmee, Florida 34746

"Services" to be Added: None

"Services" to be Removed: None

Change Order Date: 12/17/2019

Agreement Number: 00001164

Quote Number: Q-06082

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

EQUIPMENT TO BE ADDED OR REMOVED FROM PRIOR ORDER

Main Entrance - Virtual Gate Guard

Upgrade Overall Cameras to 4MP
Add Exit Tag cameras.

QTY	PRODUCT	INSTALL INVESTMENT
3	Outdoor Bullet Camera - 4MP	
Main Entrance - Virtual Gate Guard TOTAL:		\$1,765.98

Kariba Entrance - Virtual Gate Guard

Upgrade Overall Cameras to 4MP
Add Exit Tag cameras.

QTY	PRODUCT	INSTALL INVESTMENT
3	Outdoor Bullet Camera - 4MP	
Kariba Entrance - Virtual Gate Guard TOTAL:		\$1,765.98

Volta Entrance - Virtual Gate Guard

Upgrade Overall Cameras to 4MP
Add Exit Tag cameras.

QTY	PRODUCT	INSTALL INVESTMENT
3	Outdoor Bullet Camera - 4MP	
Volta Entrance - Virtual Gate Guard TOTAL:		\$1,765.98

Installation Discount

QTY	PRODUCT	INSTALL INVESTMENT
1	Installation Discount	
Installation Discount TOTAL:		\$-5,297.94

Total Installation Fee: \$0.00

50% Installation Deposit Due: \$0.00

INCREASES OR DECREASES TO SCHEDULE OF FEES

Effective beginning with invoice for services performed as of the Commencement Date.

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Change in Monthly Service Rates: \$0.00

0.00% Sales Tax: \$0.00

Total Change in Monthly Service Rates with Sales Tax: \$0.00

2 Month Pre-Payment Deposit Due: \$0.00

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

CLIENT:	HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

6Aiii.

"Client":	Brighton Lakes Community Development District	Contract Date:	September 12, 2016	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"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			

This Second 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 parties agree to extend the Initial Term of the Agreement through January 9, 2023, at which time it will automatically renew pursuant to the terms of the Agreement, unless non-renewed.
2. The parties agree to decrease the per-home pricing from \$5.60 per home to \$4.25 per home, resulting in a decrease in monthly monitoring rates of \$1,013.85.
3. Envera agrees to install the equipment identified on Change Order Quote Number Q-06072, at the locations described therein. There shall be no cost for the installation of the added equipment, and the Client shall become the owner of the equipment once it is installed. There shall be no added cost for monthly monitoring services related to the newly-installed equipment, and it will be covered by the Service and Maintenance plan at no additional charge.
4. The remaining terms of the Agreement, and the prior Addendum thereto shall remain in full force.
5. This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.
6. 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 Second Addendum on the dates written below.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Brighton Lakes Community Development District	
Signature		Signature	
Print Name		Print Name	
Title / Position		Title / Position	
Date		Date	



ENVERA SERVICES AGREEMENT CHANGE ORDER

"Client": Brighton Lakes Community Development District

"Community": Brighton Lakes Community Development District

"Premises": Main Entrance: Brighton Lakes Blvd; Entrance 2: Kariba Ct & Brighton Lakes Blvd; Entrance 3: Volta Cir & Brighton Lakes Blvd, Kissimmee, FL 34746

"Services" to be Added: None

"Services" to be Removed: None

Change Order Date: 12/17/2019

Agreement Number: 00001164

Quote Number: Q-06072

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

EQUIPMENT TO BE ADDED OR REMOVED FROM PRIOR ORDER

Main Entrance - Virtual Gate Guard

Upgrade Overall Cameras to 4MP
Add Exit Tag cameras.

QTY	PRODUCT	INSTALL INVESTMENT
3	Outdoor Bullet Camera - 4MP	
2	License Plate Camera - 2 MP	
2	8' Post	
1	Bore Setup	
50	Bore	
15	Trenching & Backfilling	
20	Conduit	
100	Wire	
Main Entrance - Virtual Gate Guard TOTAL:		\$7,199.45

Kariba Entrance - Virtual Gate Guard

Upgrade Overall Cameras to 4MP
Add Exit Tag cameras.

QTY	PRODUCT	INSTALL INVESTMENT
3	Outdoor Bullet Camera - 4MP	
2	License Plate Camera - 2 MP	
2	8' Post	
1	Bore Setup	
50	Bore	
15	Trenching & Backfilling	
20	Conduit	
100	Wire	
Kariba Entrance - Virtual Gate Guard TOTAL:		\$7,199.45

Volta Entrance - Virtual Gate Guard

Upgrade Overall Cameras to 4MP

QTY	PRODUCT	INSTALL INVESTMENT
3	Outdoor Bullet Camera - 4MP	
2	License Plate Camera - 2 MP	
2	8' Post	
1	Bore Setup	
50	Bore	
15	Trenching & Backfilling	
20	Conduit	
100	Wire	
Volta Entrance - Virtual Gate Guard TOTAL:		\$7,199.45

Installation Discount

QTY	PRODUCT	INSTALL INVESTMENT
1	Installation Discount	
Installation Discount TOTAL:		\$-21,598.35

Total Installation Fee: \$0.00**50% Installation Deposit Due: \$0.00****INCREASES OR DECREASES TO SCHEDULE OF FEES**

Effective beginning with invoice for services performed as of the Commencement Date.

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Change in Monthly Service Rates: \$0.00**0.00% Sales Tax: \$0.00****Total Change in Monthly Service Rates with Sales Tax: \$0.00****2 Month Pre-Payment Deposit Due: \$0.00**

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

CLIENT:

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

6Aiv



ENVERA SERVICES AGREEMENT

"Client": Brighton Lakes Community Development District

Agreement Date: 12/17/2019

"Community": Brighton Lakes Community Development District

Agreement Number: 00001945

"Premises": Main Entrance: Brighton Lakes Blvd; Entrance 2: Kariba Ct & Brighton Lakes Blvd; Entrance 3: Volta Cir & Brighton Lakes Blvd; Clubhouse: 4250 Brighton Lakes Blvd, Kissimmee, FL 34746

"Services": Virtual Gate Guard; Access Control

"Notices": To Envera: Envera Systems, 4171 W Hillsboro Blvd Ste 7, Coconut Creek, FL 33073, info@enverasystems.com

To Client: Brighton Lakes Community Development District, 610 Sycamore St Ste 140, Celebration, Florida 34746

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the Agreement 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 the following services ("Services") to the Community for the property located at the Premises, as such services are selected above, and subject to the limitations and conditions set forth below in this Agreement:
 - 1.1 Virtual Gate Guard: Envera will install equipment on the Client's Premises to allow for the provision of Monitoring Services and if applicable the gates on the Premises) and Database Services (as defined below) in accordance with the Service Level Commitment found at <https://enverasystems.com/servicelevel-v1/>.
 - 1.2 Guard Module Software: Envera will provide the Client with a software license to allow the Client's live guards to access the Security System. If this option is selected, the parties agree to be bound by all of the terms and conditions contained in the "Guard Module Software Agreement" located at <https://enverasystems.com/guardmodule-v1/>.
 - 1.3 Active Video Surveillance: Envera will install cameras with advanced analytics or sensors to provide Monitoring Services to 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.
 - 1.4 Passive Video Surveillance: Envera will install specialized cameras to record activity on the Premises and store video footage via a network video recorder, and will download requested videos and provide to the Client; active monitoring of video activity is not included.
 - 1.5 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 bio-metric identifiers (to be specified by Client prior to installation), and will provide Database Services relating to same if selected by the Client.
 - 1.6 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, and provide Monitoring Services of same. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in the Client's post orders which the Client shall complete after the Agreement is executed.
 - 1.7 "Monitoring Services" shall mean remote central station monitoring of the motion sensors, alarm sensors, and if applicable the gates on the Premises.
 - 1.8 "Database Services" shall mean assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with Virtual Gate Guard Services and/or Access Control Services.
 - 1.9 "Repair and Maintenance Services" shall mean maintenance of, and repairs to, the Security System during the term of this Agreement, and shall only be provided if the Client elects to receive those services above. References in this Agreement to the "Security System" shall include all equipment that is installed to provide the Services, as reflected in Exhibit A.
 - 1.10 The Services shall consist only of the performance of the tasks expressly set forth in this Agreement. 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. No services will be considered added unless and until both parties have executed an addendum hereto. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Security System. 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 understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for the failure of any of such transmissions. 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(s) utilized by the Security System. The Services do not include provision of utilities for the Security 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 and an electrical connection for operation of the Security System. Envera shall order a primary dedicated internet line on the Client's behalf, with appropriate specifications, and Client agrees that invoices for the connection will be sent to the Client's address identified above. In the event that Virtual Gate Guard Services have been ordered, the Client shall provide a secondary hard-lined internet connection with static IP address and at least 3Mbps 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. The Client shall be responsible for payment of any fees relating to internet connections ordered hereunder. The Client understands that the performance of a wireless SIM connection is of variable quality. If Envera chooses to assist the Client in obtaining a backup internet connection to serve the Security System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection, and Client agrees that invoices for the backup connection will be sent to the Client's address identified above. 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.

- 2.1 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 Envera notifies Client that Client's Security System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information required to produce the Client's database, the Commencement Date shall be the date on which Envera provides notice to Client that the Security System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.

- 2.2 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.
- 2.3 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.

- 3.1 Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 9 below.
- 3.2 Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- 3.3 Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 10 below.
- 3.4 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.

- 4.1 The Client agrees to pay Envera the following fees, which are set forth in the Description of Security System and Installation Fee attached as Exhibit "A" and the Schedule of Fees attached hereto as Exhibit "B" (collectively the "Service Rates"):
- 4.1.1 The Monitoring and Database Services Rates. The parties agree that, to the extent that Virtual Gate Guard Services have been ordered, the Monitoring and Database Service rates that are currently identified on Exhibit "B" are based on the Client's representation that the number of addresses listed are a true representation of existing addresses in the Community that will be registered with Envera. If a greater number of addresses 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 "B", with such increase to take place in the month following the registration.
- 4.1.2 The Service & Maintenance Plan Rates.
- 4.1.3 The Standard Rates, which apply when Client has declined to receive Repair and Maintenance Services, or is otherwise responsible for a repair. Please refer to <https://enverasystems.com/standardrates/> for Envera's current rates.
- 4.1.4 The Installation Fee.
- 4.1.5 Video Pull Fees. Monthly video pull fees are chargeable for Passive Video Surveillance services at the rates identified as "Video Pulls" in Exhibit B. No fees are charged for video pulls relative to Virtual Gate Guard Services or Active Video Surveillance services, however one-time fees, as described at <https://enverasystems.com/video retrieval/>, are chargeable for any video pulls which are requested in a non-native format, or which require greater than one hour to locate.
- 4.1.6 Guard Module Software Fee. A monthly fee payable for the licensing of Envera's Guard Module Software.
- 4.1.7 Client acknowledges that sales tax at the applicable rate shall be payable in addition to the rates set forth on Exhibit "B", 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 Security System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
- 4.2 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 Repair & Maintenance Services provided in the prior month. The invoice 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).
- 4.3 The Service Rates shall increase automatically by 3% on each yearly anniversary of the Commencement Date. Each such change in the Service Rates shall be reflected on the Client's invoice for the month in which the Service Rate change occurs. 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, which increase will be in addition to the automatic increase identified above.
- 4.4 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 Services, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- 4.5 The Monitoring and Database Service Rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Security System, but shall not be abated if Monitoring Services are not provided as a result of any failure of the electrical or internet communications system that services the Security 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 Security System is not functioning and ending when Envera has repaired or serviced the Security 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 Security System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Security System that does not result in a suspension of the Monitoring Services.

5 LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- 5.1 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. 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, if such obligation is set forth in this Agreement.
- 5.2 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. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, with 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 5.2.
- 5.3 If the Repair and Maintenance Services are ordered by Client, 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 Primary Period of the Agreement. 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 during the Primary Period in connection with a Standard maintenance and repair service, Envera will not charge for labor or system parts and materials. During any Renewal Period, if the Client has elected to receive the Repair and Maintenance Services, any Standard Maintenance and Repair Services conducted by Envera shall be conducted without charge to the Client for Envera's labor, and with any replacement equipment, part, or third-party vendor costs charged to the Client without mark-up. In the event that the Client is receiving Virtual Gate Guard Services, Envera will repair or replace ground loops and related equipment during the 90 day period following the Commencement Date, provided that the ground loop and related equipment was installed by Envera. If the equipment was installed by an entity other than Envera, or the 90 day period has elapsed, Envera will charge the Standard Rates for labor relative to ground loops, and will pass through to the Client its actual cost for any parts, equipment, or third party invoice which is incurred for such repair or replacement. 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 5.4 below. In the event that the Client has not elected to receive the Repair and Maintenance Services, it shall be charged Envera's Standard Rates.
- 5.4 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 Standard Rates: accident; vandalism; flood; water; lightning; fire intrusion; abuse; misuse; an act of God; any casualty, including electricity; unauthorized repairs, modification or improper installation by the Client; 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 of 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.
- 5.5 EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5.2 HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY 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 SECURITY SYSTEM.
- 5.6 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 Envera does not cause any of the adverse events that the Security 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 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 that 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 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 Security System or the Services are meant to avert; 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. Client shall not make any modifications to the Security 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, if it is receiving Virtual Gate Guard Services, 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. The Client shall own the rest of the components of the Security System, however Envera will retain a security interest in such equipment until the Installation Fee has been paid. Envera may remove the Envera Kiosk System™ upon termination of the Agreement, without the obligation to repair or redecorate any portion of the Client's Premises, and the Client agrees to permit access for that purpose. Envera's removal of property shall not constitute a waiver of the right to collect any amounts that it is due.
- 8 **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the network video recorder on the Client's Premises 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.
- 9 **DEFAULT.**
- 9.1 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 10 below.
- 9.2 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 10 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.
- 10 **DAMAGES.**
- 10.1 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.
- 10.2 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 9.1 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"), in addition to any other amounts then owing. 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.
- 10.3 In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 9.2 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 4.1.1 above.
- 11 **INDEMNIFICATION.**
- 11.1 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, lawsuits, damages or losses asserted by third parties (the "Claims") that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), whether 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 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.
- 11.2 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 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, 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.
- 12 **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.

- 13 **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, facsimile; or by electronic mail to the parties, as set forth in the "Notices" section on the first page hereof. Change of address may be designated by appropriate notice similarly given to the other party herein.
- 14 **LIVE GUARD SERVICES.** In the event that Client retains any third-party live guard service, Envera shall have no responsibility for the actions of such 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 11 above shall expressly extend to and include any and all Claims relating to actions or omissions of any live guard.
- 15 **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.
- 16 **MISCELLANEOUS.**
- 16.1 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. Moreover, if Envera must take any action to collect any amounts owed hereunder it shall be entitled to its costs of collection, including attorney fees.
- 16.2 This Agreement will be construed and enforced in accordance with Florida law.
- 16.3 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.
- 16.4 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.
- 16.5 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. Facsimile or other electronic transmission and electronic signatures are acceptable to bind the parties.
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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 Agreement Date set forth on the first page hereof.

CLIENT:

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Main Entrance - Virtual Gate Guard

QTY	PRODUCT	INSTALL INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic License Plate Recognition	
1	NVR iFT - 16 IP Channels, 6TB	
1	NVR iFT 6TB HDD	
3	Ground Loop - Reno Detector Harness	
1	Traffic Light - Red/Green	
1	License Plate Camera - ALPR (Envera-Owned)	
1	16' Aluminum 4 X 4 Pole	
1	16' Aluminum 4 X 4 Pole	
Main Entrance - Virtual Gate Guard TOTAL:		\$13,216.96

Kariba Entrance - Virtual Gate Guard

QTY	PRODUCT	INSTALL INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic License Plate Recognition	
1	NVR iFT - 16 IP Channels, 6TB	
1	NVR iFT 6TB HDD	
3	Ground Loop - Reno Detector Harness	
1	Traffic Light - Red/Green	
1	License Plate Camera - ALPR (Envera-Owned)	
1	16' Aluminum 4 X 4 Pole	
1	16' Aluminum 4 X 4 Pole	
Kariba Entrance - Virtual Gate Guard TOTAL:		\$13,216.96

Volta Entrance - Virtual Gate Guard

QTY	PRODUCT	INSTALL INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic License Plate Recognition	
1	NVR iFT - 16 IP Channels, 6TB	
1	NVR iFT 6TB HDD	
3	Ground Loop - Reno Detector Harness	
1	Traffic Light - Red/Green	
1	License Plate Camera - ALPR (Envera-Owned)	
1	16' Aluminum 4 X 4 Pole	
1	16' Aluminum 4 X 4 Pole	
Volta Entrance - Virtual Gate Guard TOTAL:		\$13,216.96

QTY	PRODUCT	INSTALL INVESTMENT
1	Installation Discount	
100% Installation Discount TOTAL:		\$-39,650.88

Total Installation Fee: \$0.00

50% Installation Fee Due prior to Install of Security System: \$0.00

40% Installation Fee Due within 5 days of Envera advising Client that installation of the Security System has begun: \$0.00

Remaining Balance of Installation Fee Due within 5 days of Envera advising Client that installation of Security System is complete

EXHIBIT "B" - SCHEDULE OF FEES

Upon Commencement, Total Monthly Service Rates replaces Agreement No. 1164 & 1165.

Main Entrance - Virtual Gate Guard

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic License Plate Recognition	\$500.00	\$500.00
751	Per Home (Address) Monitoring - 24 Hours*	\$7.00	\$5,257.00
1	Service & Maintenance Plan	\$227.60	\$227.60
Main Entrance - Virtual Gate Guard TOTAL:			\$5,984.60

Kariba Entrance - Virtual Gate Guard

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic License Plate Recognition	\$500.00	\$500.00
751	Per Home (Address) Monitoring - 24 Hours*	\$0.00	\$0.00
1	Service & Maintenance Plan	\$189.00	\$189.00
Kariba Entrance - Virtual Gate Guard TOTAL:			\$689.00

Volta Entrance - Virtual Gate Guard

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automatic License Plate Recognition	\$500.00	\$500.00
751	Per Home (Address) Monitoring - 24 Hours*	\$0.00	\$0.00
1	Service & Maintenance Plan	\$189.00	\$189.00
Volta Entrance - Virtual Gate Guard TOTAL:			\$689.00

Three Entrances - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$250.00	\$250.00
1	Service & Maintenance Plan	\$261.00	\$261.00
Three Entrances - Access Control TOTAL:			\$511.00

Three Entrances - Barrier Gates (6)

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$526.00	\$526.00
Three Entrances - Barrier Gates (6) TOTAL:			\$526.00

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$82.00	\$82.00
Clubhouse - Access Control TOTAL:			\$82.00

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Monthly Service Rates: \$8,481.60

0.00% Sales Tax: \$0.00

Total Monthly Service Rates with Sales Tax: \$8,481.60

2 Month Pre-Payment Deposit Due: \$16,963.20

4. The following language shall be added to the end of paragraph 15:

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

5. Paragraph 16.9 of the Agreement shall be deleted and the following language shall be included in its place:

"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 to the Agreement. The parties agree that section B.1. of the Service Level Commitment referenced in the Agreement 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 to the Agreement, and that Envera will comply with the following:

"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

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: Brighton Lakes Community Development District	
Signature	
Print Name	
Title / Position	
Date	

Seventh Order of Business

7A



**4417 13th Street #513
St. Cloud, FL 34769**

CHAPCO FENCE, LLC

Phone: (407) 892-6447

Fax: (407) 892-9765

Email: ChapcoFence@aol.com

Customer Name: CamCor Site Date: 11/20/19

Address: Project: Hanson Walters Home Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Fence Height 6'

Lineal Feet (+/-5) _____

Chain Link, Wood, PVC, Alum.

Color Black

	Qty.	O.D.	Open
Walk Gates			
Double Drive Gates	<u>2</u>		<u>12'</u>
Pipe	Qty.	O.D.	Ga.
Top Rail			
Line Post			
End Posts	<u>2</u>	<u>4"</u>	<u>Sch 40</u>
Corners			
Fabric		(K/K)	(K/T)
Style	Type	Size	
Posts			
Rails			
Pickets			

Locates: _____ Yes _____ No Confirmation # _____

Permits: _____ Yes _____ No Permit # _____

Special Instructions:

All posts to be set in concrete. _____ Yes _____ No

Fence to follow contour of ground _____ or be level _____

Dogs _____ Remove existing fence _____ Clear fence line _____

Total Cost

\$

Due and Payable upon Completion

1070

Terms and Conditions of Sale:

1. Chapco proposes to sell material and/or labor to the persons hereafter called Customer. More material and/or labor other than amount contracted for will be charged for at contract rates.
2. As Owners or Lessors of the property to be improved, I/we promise to pay for all material, labor, building permits and finance fees as contracted for at current rates. If the indebtedness represented by this contract is placed in the hands of an Attorney for collection, I/we promise to pay all reasonable Attorneys fees and interest at 18% on any past due payments or current allowable interest it is further expressly agreed that the fence is now and shall remain personal property, not withstanding its attachment to real estate, and that title to the fence and ownership thereof shall remain with Chapco, until such time as the purchase price is fully paid. Fence ownership cannot be transferred to another party until final payment is made. The customer expressly grants Chapco its agents and employees, the right to enter upon the real estate where the fence is located without notice to the Customer and remove and reposes the fence in the event of default by the Customer in making any of the payments due under this contract. Such entry on the premises to remove the fence shall not be considered Trespass. In the event of repossession of the fence, Chapco shall retain all payments made by the Customer, as liquidated damages for the uses of the fence.
3. YOU as the PROPERTY OWNER OR LESSOR ARE SOLELY RESPONSIBLE FOR LOCATING THE PROPERTY LINES. WE DO NOT SURVEY YOUR PROPERTY or REMOVE OLD FENCES AND SHRUBS unless specifically written into the Contract and proper charges made for same. Once the fence work is started on premises, the Customer will be responsible for safeguarding all material against vandalism and theft. When fence erection is SUSPENDED at the CUSTOMER REQUEST, the EXPENSE of TIME and TRAVEL to return to complete job is to be CHARGED to the CUSTOMER. Full payment is due the day of completion. In the event that the fulfillment of this contract for any reason is not completed within 30 days, that portion of the work completed shall be due and payable each and every 30 days as the work progresses. No conditions, agreements or stipulations, verbal or otherwise, save those mentioned herein shall be recognized.
4. Notice: Wood fences will have a tendency to shrink and warp due to heat and humidity and small gaps will appear between boards, some cracking is common and accepted due to the nature of rough milled green lumber.

Accepted, Subject to Conditions herein:

Acceptance: This entire proposal, when accepted by Chapco and the Purchaser, becomes a contract between the two parties and is not subject to cancellation.
Full payment is due and shall be payable upon completion. There shall be a \$25.00 charge on all returned checks.

Customer Signature

Date

All workmanship warranted for one year.

J Mills

11/20/19

Date



PH: 321-624-9555

1711 EASTERN AVE SAINT CLOUD FL

FAX: 407- 891 - 9679

BID PROPOSAL

BID #: 90138

DATE: November 19, 2019

PROPOSAL SCOPE:
 PROPOSAL REVISED:
 PROJECT NAME:
 JOB LOCATION:

SITE PREPARATION

BRIGHTON LAKES PROPOSAL


WWW.CAMCORSITE.COM

ATT: MARK

SCOPE OF WORK AND COST

SCOPE OF WORK AND COST

\$23,032.40

TOTAL	\$23,032.40
--------------	--------------------

ALTERNATES / EXCLUSIONS

1 ADDITIONAL MOBILIZATIONS

\$1,500.00 EA

SCOPE OF WORK AND COST

PROJECT

90138

DESCRIPTION	QUANTITY	UNIT		TOTAL
		COST	UNIT	COST
MOBILIZATION & GENERAL EXPENSES	1	\$1,800.00	LS	\$1,800.00
STRIP AND GRUB (REMOVE FROM SITE)	90	\$21.11	CY	\$1,899.90
COMPACTED SUB GRADE	266	\$8.00	SY	\$2,128.00
12" CRUSHED CONCRETE BASE	266	\$22.50	SY	\$5,985.00
2" COUNTY EASMENT ASPHALT 9.5	81	\$68.40	SY	\$5,540.00
IN PRIVATE EASMENT ASPHALT 9.5	185	\$30.70	SY	\$5,679.50
TOTAL				\$23,032.40

Eighth Order of Business

8A

BRIGHTON LAKES
Community Development District

Financial Report

November 30, 2019

Prepared by:



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BRIGHTON LAKES
Community Development District

Financial Statements

(Unaudited)

November 30, 2019

BRIGHTON LAKES
Community Development District

Debt Service Schedules

November 30, 2019

Balance Sheet
November 30, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 321,021	\$ -	\$ -	\$ 321,021
Interest/Dividend Receivables	4,189	-	-	4,189
Due From Other Funds	-	16,539	17,333	33,872
Investments:				
Certificates of Deposit - 12 Months	290,006	-	-	290,006
Certificates of Deposit - 6 Months	106,674	-	-	106,674
Money Market Account	420,736	-	-	420,736
SBA Account	12,701	-	-	12,701
Reserve Fund	-	49,477	20,910	70,387
Revenue Fund	-	101,550	7,928	109,478
Prepaid Items	82	-	-	82
TOTAL ASSETS	\$ 1,155,409	\$ 167,566	\$ 46,171	\$ 1,369,146
<u>LIABILITIES</u>				
Accounts Payable	\$ 72,100	\$ -	\$ -	\$ 72,100
Deposits	17,230	-	-	17,230
Due To Other Funds	33,872	-	-	33,872
TOTAL LIABILITIES	123,202	-	-	123,202
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	82	-	-	82
Restricted for:				
Debt Service	-	167,566	46,171	213,737
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:	83,544	-	-	83,544
TOTAL FUND BALANCES	\$ 1,032,207	\$ 167,566	\$ 46,171	\$ 1,245,944
TOTAL LIABILITIES & FUND BALANCES	\$ 1,155,409	\$ 167,566	\$ 46,171	\$ 1,369,146

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 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	\$ 15,000	\$ 2,500	\$ 1,246	\$ (1,254)	8.31%
Room Rentals	25	-	-	-	0.00%
Interest - Tax Collector	350	117	140	23	40.00%
Special Assmnts- Tax Collector	962,593	85,864	73,955	(11,909)	7.68%
Special Assmnts- Discounts	(38,504)	(3,435)	(3,156)	279	8.20%
Gate Bar Code/Remotes	1,500	250	385	135	25.67%
Access Cards	500	83	-	(83)	0.00%
Pool Access Key Fee	-	-	16	16	0.00%
TOTAL REVENUES	941,464	85,379	72,586	(12,793)	7.71%
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	6,000	2,000	3,000	(1,000)	50.00%
FICA Taxes	459	153	230	(77)	50.11%
ProfServ-Arbitrage Rebate	600	-	-	-	0.00%
ProfServ-Dissemination Agent	1,000	1,000	-	1,000	0.00%
ProfServ-Engineering	7,000	1,167	2,327	(1,160)	33.24%
ProfServ-Legal Services	25,000	5,000	15,527	(10,527)	62.11%
ProfServ-Mgmt Consulting Serv	51,255	8,543	8,543	-	16.67%
ProfServ-Property Appraiser	751	751	-	751	0.00%
ProfServ-Special Assessment	5,305	884	884	-	16.66%
ProfServ-Trustee Fees	8,450	4,225	4,041	184	47.82%
Auditing Services	4,000	-	-	-	0.00%
Website Compliance	15,000	5,000	776	4,224	5.17%
Communication - Telephone	3,300	550	1,496	(946)	45.33%
Postage and Freight	1,200	200	157	43	13.08%
Insurance - General Liability	8,060	4,030	2,692	1,338	33.40%
Printing and Binding	5,832	972	891	81	15.28%
Legal Advertising	1,000	333	384	(51)	38.40%
Miscellaneous Services	2,600	433	421	12	16.19%
Misc-Assessmnt Collection Cost	19,252	1,717	1,416	301	7.36%
Office Supplies	800	133	44	89	5.50%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	167,039	37,266	43,004	(5,738)	25.74%
<u>Field</u>					
ProfServ-Field Management	41,390	6,898	30,334	(23,436)	73.29%
ProfServ - Field Management Onsite Staff	60,185	10,031	10,031	-	16.67%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 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
Contracts-Landscape	217,850	36,308	36,308	-	16.67%
Electricity - General	63,000	10,500	9,660	840	15.33%
Utility - Water & Sewer	3,000	500	838	(338)	27.93%
R&M-Common Area	15,000	2,500	4,984	(2,484)	33.23%
R&M-Irrigation	5,200	867	-	867	0.00%
R&M-Lake	23,400	3,900	3,900	-	16.67%
R&M-Trees and Trimming	20,000	3,333	-	3,333	0.00%
Misc-Contingency	1,000	167	897	(730)	89.70%
Total Field	450,025	75,004	96,952	(21,948)	21.54%
<u>Gatehouse</u>					
Contracts-Security Services	89,328	14,888	14,560	328	16.30%
R&M-Gate	18,000	3,000	-	3,000	0.00%
Total Gatehouse	107,328	17,888	14,560	3,328	13.57%
<u>Capital Expenditures & Projects</u>					
Capital Reserve	148,300	-	-	-	0.00%
Total Capital Expenditures & Projects	148,300	-	-	-	0.00%
<u>Road and Street Facilities</u>					
R&M-Roads & Alleyways	6,000	1,500	-	1,500	0.00%
R&M-Signage	1,000	250	317	(67)	31.70%
Total Road and Street Facilities	7,000	1,750	317	1,433	4.53%
<u>Community Center</u>					
Contracts-Security Services	35,000	5,833	6,262	(429)	17.89%
R&M-Clubhouse	14,752	2,459	6,579	(4,120)	44.60%
R&M-Pools	7,020	1,170	2,538	(1,368)	36.15%
Miscellaneous Services	5,000	833	1,756	(923)	35.12%
Total Community Center	61,772	10,295	17,135	(6,840)	27.74%
TOTAL EXPENDITURES	941,464	142,203	171,968	(29,765)	18.27%
Excess (deficiency) of revenues					
Over (under) expenditures	-	(56,824)	(99,382)	(42,558)	0.00%
Net change in fund balance	\$ -	\$ (56,824)	\$ (99,382)	\$ (42,558)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,131,589	1,131,589	1,131,589		
FUND BALANCE, ENDING	\$ 1,131,589	\$ 1,074,765	\$ 1,032,207		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 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	\$ 3,000	\$ 500	\$ 526	\$ 26	17.53%
Special Assmnts- Tax Collector	210,541	18,780	16,176	(2,604)	7.68%
Special Assmnts- Discounts	(8,422)	(751)	(690)	61	8.19%
TOTAL REVENUES	205,119	18,529	16,012	(2,517)	7.81%
EXPENDITURES					
Administration					
Misc-Assessmnt Collection Cost	4,211	376	310	66	7.36%
Total Administration	4,211	376	310	66	7.36%
Debt Service					
Principal Debt Retirement	105,000	-	-	-	0.00%
Interest Expense	93,940	47,227	47,227	-	50.27%
Total Debt Service	198,940	47,227	47,227	-	23.74%
TOTAL EXPENDITURES	203,151	47,603	47,537	66	23.40%
Excess (deficiency) of revenues Over (under) expenditures	1,968	(29,074)	(31,525)	(2,451)	-1601.88%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	1,968	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	1,968	-	-	-	0.00%
Net change in fund balance	\$ 1,968	\$ (29,074)	\$ (31,525)	\$ (2,451)	-1601.88%
FUND BALANCE, BEGINNING (OCT 1, 2019)	199,091	199,091	199,091		
FUND BALANCE, ENDING	\$ 201,059	\$ 170,017	\$ 167,566		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 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	\$ 33	\$ 144	\$ 111	72.00%
Special Assmnts- Tax Collector	220,651	19,682	16,952	(2,730)	7.68%
Special Assmnts- Discounts	(8,826)	(787)	(724)	63	8.20%
TOTAL REVENUES	212,025	18,928	16,372	(2,556)	7.72%
EXPENDITURES					
Administration					
Misc-Assessmnt Collection Cost	4,413	394	325	69	7.36%
Total Administration	4,413	394	325	69	7.36%
Debt Service					
Principal Debt Retirement	142,000	-	-	-	0.00%
Interest Expense	66,820	33,410	33,410	-	50.00%
Total Debt Service	208,820	33,410	33,410	-	16.00%
TOTAL EXPENDITURES	213,233	33,804	33,735	69	15.82%
Excess (deficiency) of revenues Over (under) expenditures	(1,208)	(14,876)	(17,363)	(2,487)	1437.33%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	(1,208)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(1,208)	-	-	-	0.00%
Net change in fund balance	\$ (1,208)	\$ (14,876)	\$ (17,363)	\$ (2,487)	1437.33%
FUND BALANCE, BEGINNING (OCT 1, 2019)	63,534	63,534	63,534		
FUND BALANCE, ENDING	\$ 62,326	\$ 48,658	\$ 46,171		

Notes to the Financial Statements
November 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).
- **Interest/Dividend Receivable** - Year end accruals for CD's as of September 2019.
- **Prepaid Items** - Security Monitoring for December.

► **Liabilities**

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

► **Fund Balance**

- **Assigned To** - Reserves approved by board:

Operating Reserve	181,888
Reserves - Clubhouse	31,865
Reserves - Field	91,995
Reserves - Landscape	190,967
Reserves - Recreation Facilities	101,817
Reserves - Roadways	350,049

TOTAL	\$ 948,581
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Notes to the Financial Statements
November 30, 2019

Financial Overview / Highlights

- ▶ Total Non-Ad valorem special assessments are 8% collected.
- ▶ The General Fund expenditures are at 18% 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-Legal Services	\$ 25,000	\$ 15,527	62%	Expenses related to easement encroachments and continuing research on issues relating to standing, Chapter 720 with HOA are higher than budgeted amount.
Insurance - General Liab	\$ 8,060	\$ 2,692	33%	1st installment was Paid for Insurance for FY '19-'20
Miscellaneous Services	\$ 2,600	\$ 421	16%	Bank fees, Email & Domain renewals.
<u>Field</u>				
ProfServ-Field Management	\$ 41,390	\$ 30,334	73%	Additional Field Service fee in October not budgeted for.
Misc-Contingency	\$ 1,000	\$ 897	90%	Refuse removal & reimbursement to Celebration CDD for container use not budgeted for.
<u>Community Center</u>				
Contracts-Security Services	\$ 35,000	\$ 6,262	18%	Monthly security payment for November was higher than budgeted amount.
R&M - Clubhouse	\$ 14,752	\$ 6,579	45%	Pest control & Gym equipment repairs higher than budgeted amount.

Debt Service Notes

▶ **Revenue**

- **2015 Series DS** - Special Assessments Tax Collector collections are 8% collected.
- **2017 Series DS** - Special Assessments Tax Collector collections are 8% collected.

▶ **Expenses**

- **2015 Series DS** - 1st Interest Expense payment made in November.
- **2017 Series DS** - 1st Interest payment was made in November.

BRIGHTON LAKES
Community Development District

Supporting Schedules

November 30, 2019

**Non-Ad Valorem Special Assessments - Osceola County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2020**

					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 2020				\$ 1,393,785	\$ 962,593	\$ 210,541	\$ 220,651
Allocation %				100%	69.06%	15.11%	15.83%
11/12/19	\$ 21,307	\$ 1,205	\$ 435	\$ 22,946	\$ 15,848	\$ 3,466	\$ 3,633
11/22/19	79,156	3,365	1,615	84,137	58,108	12,709	13,320
TOTAL	\$ 100,463	\$ 4,570	\$ 2,050	\$ 107,083	\$ 73,955	\$ 16,176	\$ 16,952
% COLLECTED					8%	8%	8%
Total O/S					\$ 1,286,701	\$ 888,637	\$ 194,366
						\$ 203,698	

Cash and Investment Report
November 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%	\$ 321,021
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					\$ 396,679.68
Money Market Account	BankUnited	MMA	N/A	1.50%	\$ 420,736
Operating Account- Fund A	SBA	Local Gov. Surplus Trust Fund	N/A	2.58%	\$ 12,701
GF Subtotal					\$ 1,151,138
<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%	\$ 20,910
Series 2015 Revenue Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 101,550
Series 2017 Revenue Account	US Bank	Open-Ended CP	N/A	0.20%	\$ 7,928
DS Subtotal					\$ 179,865
Total					\$ 1,331,003

Brighton Lakes CDD

Bank Reconciliation

Bank Account No. 8978 BB&T - GF Checking
Statement No. 11-19A
Statement Date 11/30/2019

G/L Balance (LCY)	321,020.82	Statement Balance	343,783.33
G/L Balance	321,020.82	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	343,783.33
Subtotal	321,020.82	Outstanding Checks	22,762.51
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	321,020.82	Ending Balance	321,020.82
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
8/27/2019	Payment	3310	TERMINIX PROCESSING CENTER	60.00	0.00	60.00
11/25/2019	Payment	3367	FEDEX	14.04	0.00	14.04
11/30/2019	Payment	DD00485	Payment of Invoice 009954	134.97	0.00	134.97
Total Outstanding Checks.....				22,762.51		22,762.51

Ninth Order of Business

9A

RESOLUTION 2020-04

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT
WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING 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 entirely within Osceola County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

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 16 DAY OF JANUARY, 2020.

ATTEST:

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT “A”

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Brighton Lakes Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

- 3.1. Ethical and Honest Behavior.
 - 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
 - 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
 - 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Developing cost-justified precautions and implementing those precautions.
 - 4.1.4. Documenting the Risk assessment process and its findings.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*

Effective date: January 16, 2020

Tenth Order of Business

Brighton Lakes CDD Field Management Report

January 2020

Ariel Medina | Field Services Supervisor



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

FREDDY BLANCO | Assistant
Maintenance Manager



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



Content

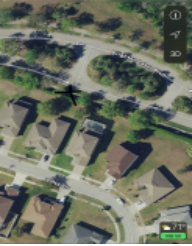
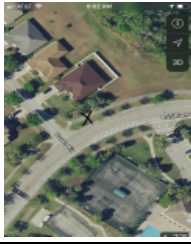
- General Updates
- Landscape Review
- Work Order Report
- Magnosec Report
- Blade Runners Report
- Churchills Group Report
- Sitex Report

General Updates

- Meet with contractors monthly and performed a drive through
- Meet with Gerry Frawley to performed Community Review
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Returned phone calls
- Solved resident inquires made by phone and email
- Respond to emails and communications as needed
- Performed community light review

Landscaping Review

Brighton Lakes Landscape Review Report

Issue	Location	Date of Drive-thru	Status	Field Manager Comments	Photos
Mulch Installation.	Throughout the community	12/13/2019	Ongoing	Provide schedule for the mulch before the holiday season.	
Drain issue.	At Brighton Lakes Blvb. Near to the tennis court.	12/13/2019	Completed	Provide the schedule for the Drain issue repair behind the Tennis court.	
Viburnum Installation	At Brighton Lakes Blvb.	12/13/2019	Completed	provide schedule for the viburnum installation.	
Tree Installation	At Huron Cir. And Brighton Lakes Blvd.	12/13/2019	Completed	Provide schedule for the Tree installation across the recreation center.	

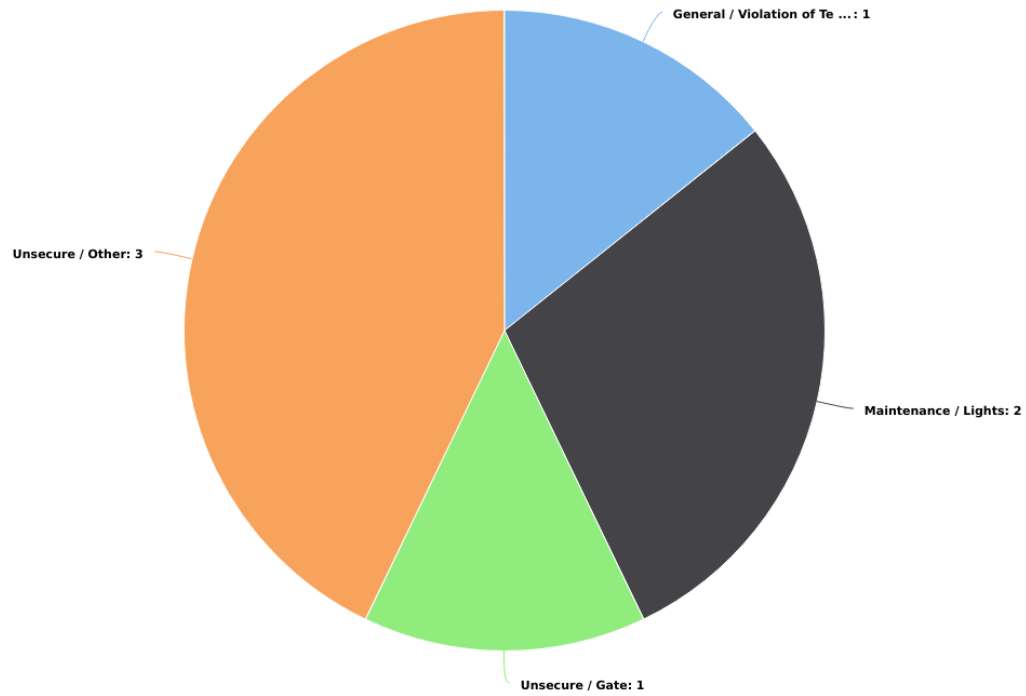
Work Orders Report

Work Orders

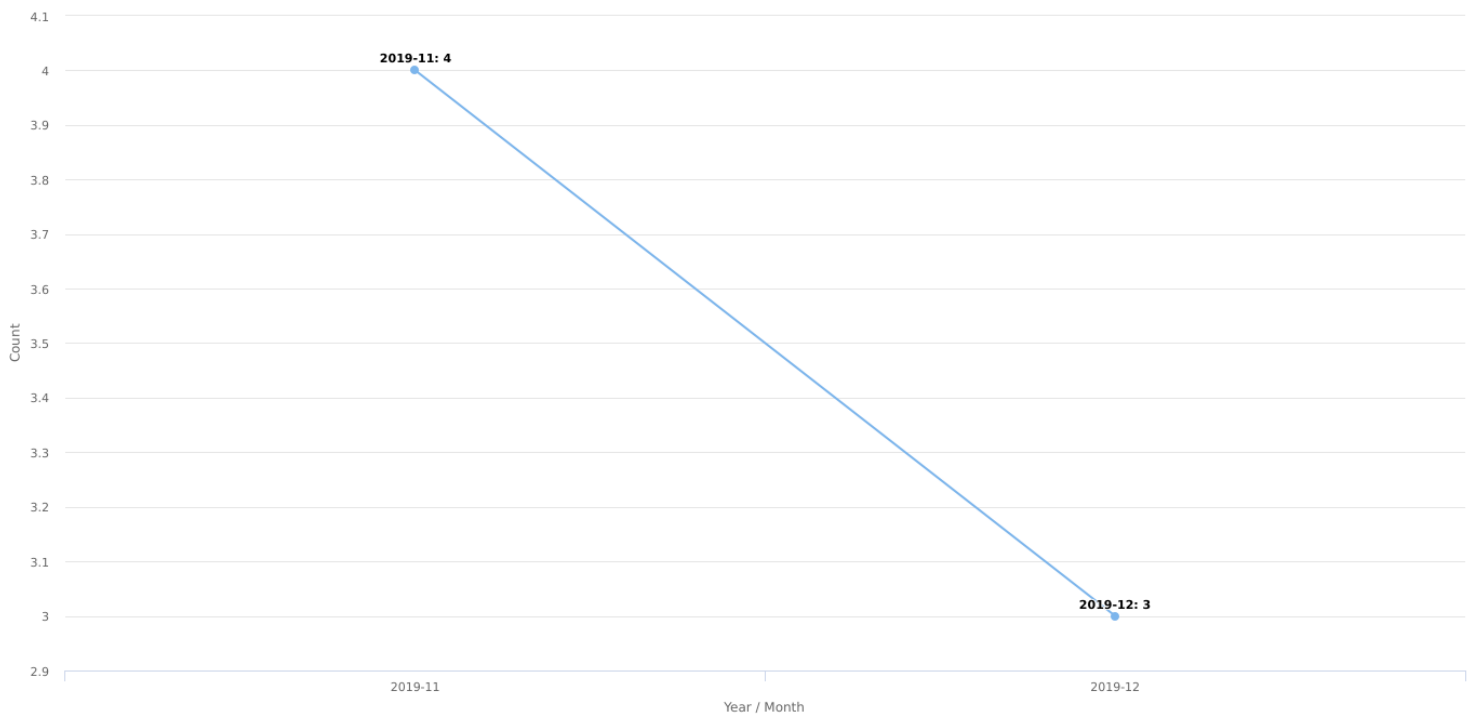
- Installed, maintain, and removed Christmas lights.
- Repaired asphalt sidewalks.
- Repaired street hole.
- Filled hole in Brighton Lakes Blvd.
- Removed handicapped signed from guard house
- Clear area behind homes on Chapala Dr.
- Reaffirmed pool latter

Magnosec Report

Incident Category



Year / Month



Incident Category vs Year / Month

11/01/2019 - 12/23/2019



Incident Category	2019-11	2019-12	Total
General / Violation of Tenant / Student Rules		1	1
Maintenance / Lights	1	1	2
Unsecure / Gate		1	1
Unsecure / Other	3		3
Total	4	3	7

Blade Runners Report (on a separate document)

Churchills Group Report

FACILITY REPORT

Brighton Lakes – Main and Wading Pools

Service Month **To December 24th 2019**

Service Frequency **3 x Weekly**

POOL:

No issues.

SPLASH PAD:

No issues.

NOTES:

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

At clients request we carried out a joint visual check of the main pool surface attended by Kevin Jeffries, Ariel Medina & Rosemary Tschinkel.

The pool surface appears satisfactory, there are some areas of excess plaster that are visible but these are not detrimental to surface performance or longevity. There were two floor return grate covers missing and a screw missing from another, AM will address with contractor.

Sitex Report

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

OPERATIONS & MAINTENANCE HIGHLIGHT

SITEX AQUATICS MANAGEMENT REPORT

December 2019



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

POND1-Hydrilla treated

POND2- Hydrilla treated

POND3- Grasses treated

POND4-Hydrilla & Algae treated

POND5- Hydrilla & Algae & grasses spot treated

POND6- Grasses spot treated

POND7- Hydrilla & Algae treated

POND8- Grasses treated

POND9- Algae treated

ADDITIONAL NOTES:

All ponds have been treated for algae and grasses. Pond 8 was treated for shoreline vegetation and will have several follow up treatments until this has reached an acceptable level. Please don't hesitate to reach myself or my staff should you need anything.

Regards

BRIAN FACKLER

Field Operations Manager

Sitex Aquatics llc.

10A.

January 1, 2019

Brighton Lakes CDD	
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Description	Ea.	Total
Repair concrete on curb inlets in 8 different locations (see Engineers report attached, item 2)		\$ 2,250.00
Fill void spaces with dirt and resod areas (see Engineers Report, item 6)		\$ 650.00
Prepared by Inframark, Ariel Medina, Field Services Supervisor		\$ 2,900.00

Prepared by Inframark, Ariel Medina, Field Services Supervisor

313 Campus Street, Celebration, FL 407-566-1935] ariel.medina@inframark.com



May 13, 2019

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

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

Dear Mr. Koncar:

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

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

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

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

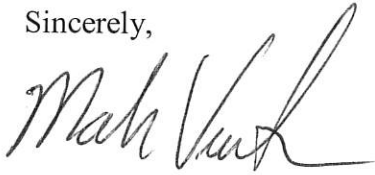
4. The bubble-up outflow structure (structure C-24) into Wetland F behind 2425 Huron Circle is not accessible due to overgrown vegetation (Phase 1B) and should be cleared. The estimated cost to clear the area is \$500.
5. Depressions have formed behind the following curb inlets indicating that there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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Vincutonis". The signature is fluid and cursive, with a large, stylized "M" and "V".

Mark Vincutonis, P.E.



HANSON. WALTER & ASSOCIATES. INC.

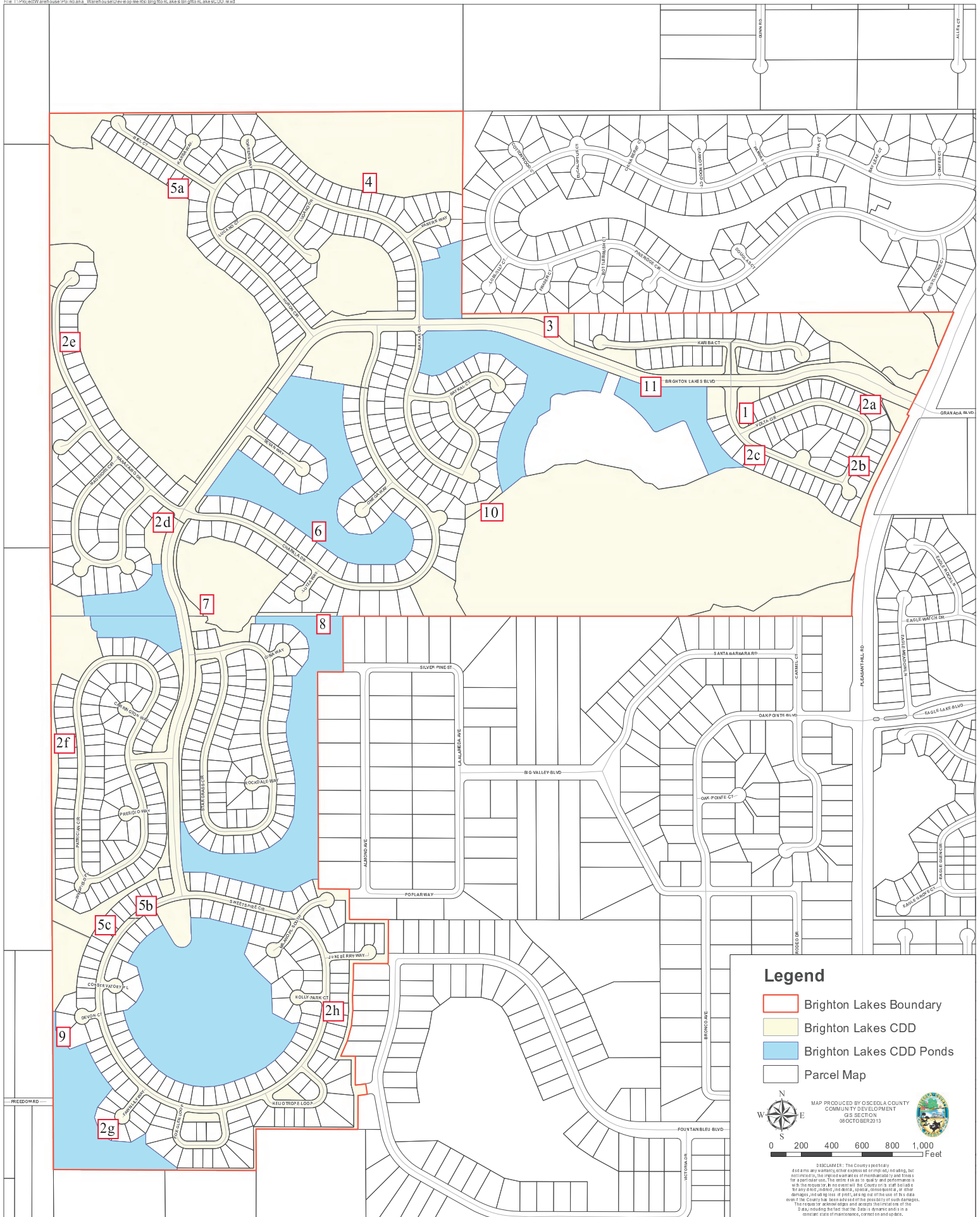
PROFESSIONAL ENGINEERING. SURVEYING & PLANNING

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

Brighton Lakes Community Development District

Agenda Page 103

Fig. 1: Project Warehouse (Pond area Warehouse Development) Brighton Lakes CDD.mxd



Legend

- Brighton Lakes Boundary
- Brighton Lakes CDD
- Brighton Lakes CDD Ponds
- Parcel Map



MAP PRODUCED BY OSCEOLA COUNTY
COMMUNITY DEVELOPMENT
OS SECTION
08 OCTOBER 2013



0 200 400 600 800 1,000
Feet

DISCLAIMER: The County periodically audits maps and warrants, either expressly or implied, but not otherwise, the implied warranties of merchantability and fitness for a particular use. This warrant does not apply to maps and warrants in the County's possession, custody, or control, or to maps and warrants in the possession, custody, or control of any other person. The County is not responsible for any damages, and no damages of profit, arising out of the use of this data. The County has taken steps to ensure the accuracy of the data, including the fact that the data is reviewed and in a constant state of maintenance, correction and updates.

10B.



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

Invoice Number 00008526
 Ticket Number
 Completed Date 9/6/2019
 Payment Amount \$184.50

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	Equipment Failure
Time on Site	1.25		

Work Long Text

Description Replace batteries at the following gates:
 Kariba- Exit BA
 Volta- entry and exit
 Main- resi, visi entry and exit

Parts have been picked up by Julian at adi

Work Performed Repaired defective 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
12V7AH	11-GEN-0001	Battery 12V 7AH	10.00	\$18.45	\$184.50
Subtotal					\$184.50
Tax Rate					0.00%
Tax Amount					\$0.00
Grand Total					\$184.50

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

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

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.rodriquezjrblcdd@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

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

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

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

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

10C.

AAA COURT CONSTRUCTION & RESURFACING, INC.
3410 Wax Myrtle Circle, Zellwood, FL 32798
Licensed & Insured

December 30, 2019

Att: Brighton Lakes CDD

Re: Tennis & Basketball Courts

Synopsis: The courts have lost most of their acrylic color coatings resulting in exposure of the asphalt to accelerated weathering. The sun and moisture leach the binding agents from the exposed asphalt making it more susceptible to pitting and structural cracking. They are way past due to be resurfaced.

As the tennis courts are oversized, it would be possible to install a pickle ball court or two on one of the tennis courts. Please see diagram of possible placement of one or two pickleball courts enclosed.

Proposal: AAA Courts proposes to repair and resurface the tennis and basketball courts at Brighton Lakes according to the following specifications:

- A. Machine sand the courts to remove dirt, mildew, loose or peeling acrylics and raised crack edges.
- B. Flood the courts and patch all areas holding water to 1/13" tolerance after draining.
- C. Clean out and fill with patch mix structural cracks.
- D. Square up all patched areas with acrylic resurfacer and machine sand to a smooth surface.
- E. Apply one coat of acrylic resurfacer to the entire surface inside the fence of the tennis courts and basketball courts.
- F. Squeegee two coats of SportMaster sand-filled acrylic color over the entire surface of the courts. Squeegee an additional coat of color inside each three point line of the basketball court as this area is most susceptible to wear. Suggest blue playing areas and green or gray perimeter as they are aesthetically outstanding. Owner's choice of colors.
- G. Stripe the tennis courts according to USTA standards and the basketball courts according to high school regulation.

H. Paint the net posts and reinstall owner's tennis nets and new center straps.

Proposal Price: \$ 11,200.00 Eleven Thousand Two Hundred

If just the tennis courts are resurfaced, the proposal price for same would be \$7,600.00.

If just the basketball court is resurfaced, the proposal price for same would be \$3,900.00.

Option: We will supply and install new top quality Putterman tennis nets for \$185.00 each

AAA Courts guarantees materials and workmanship for one year upon completion except for reopening of structural cracks.

Pickleball has become the nation's # one sport court game. Enclosed please find information on this fast spreading game and a diagram showing striping of a tennis court to accommodate same.

Cost: \$ 200.00 for each pickleball court striped.

Thank you for considering AAA Courts for this project. I would be available at your convenience for discussion of this proposal or any additions or deletions considered advisable.

Sincerely,

Ron LeClair

AAA Courts

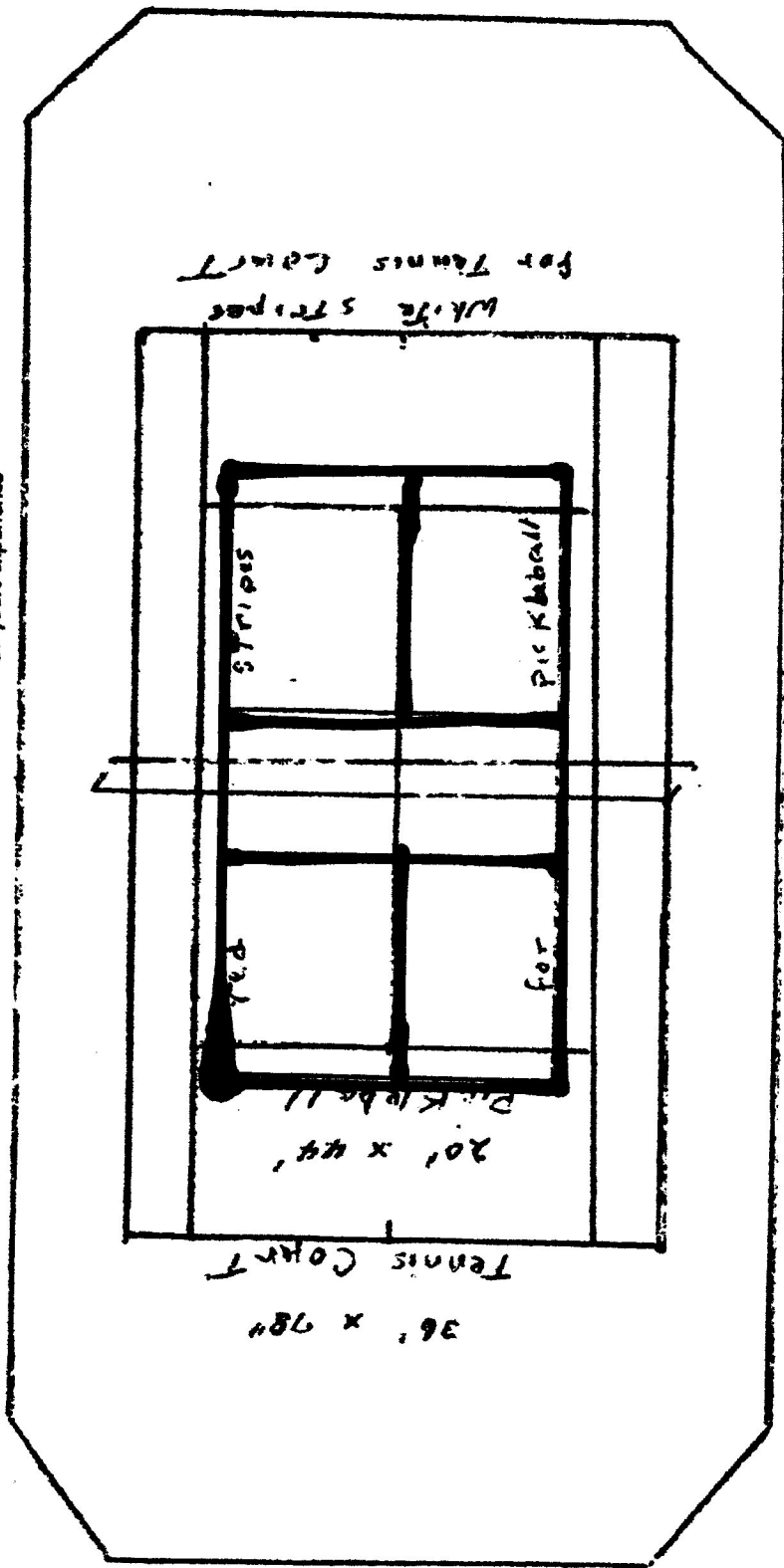
aaacourts@gmail.com

407-542-8955

AAA COURT CONSTRUCTION & RESURFACING, INC.

Licensed & Insured

Addition of Pickleball striping on a tennis court using the tennis net as the center of the Pickleball court.



AAA Court Construction &
Resurfacing, Inc.,

Tennis, basketball, bocce, pickle
ball, shuffleboard, & multipurpose
courts

Ron LeClair
3410 Wax Myrtle Circle
Zellwood, Florida 32798
407 - 542 - 8955
aaaacourts@gmail.com
37 years experience

AAA COURT CONSTRUCTION & RESURFACING, INC.
Licensed & Insured

I have 43 years experience constructing and resurfacing thousands of sport courts in Florida

Recent References: 2015 -19

Dr. Alex Suero Residential Court tuscavet@aol.com 407-492-9255
4111 Gabriella Lane
Oviedo 32765

Sea Woods HOA Resurfaced two courts, striped for three pickleball courts, and repaved two more plus

fence and surfacing

4370 Sea Mist Drive
New Smyrna Beach 32169
Manager - Linda Armstrong seawoods@cfl.rr.com 386-423-6214

RTC of New Smyrna Beach (racquet club I constructed 18 years ago) resurfaced asphalt court

2641 Paige Ave.
New Smyrna 32168
Contact: Owen Davidson odavidson@cfl.rr.com

Tuscany Ridge HOA resurfaced tennis court I constructed
Gotha, Florida 8 yrs. ago
Contact: Lynda Lovett lyndal@incognitus.com

Hampton Lakes resurfaced two tennis courts
Re: Leland Management - Ayesha Antoine 407-982-3959
aaantoine@lelandmanagement.com

City of Sanford - Groveview Park Surfaced five tennis courts, and striped for four pickleball courts.
Robert Beall Operation Manager Public Works Dept.
robert.beall@sanfordfl.gov

Middlebrook Pines Condominiums (two tennis courts)
KL Management Group, Inc.
Keith R. Kiebzak
klmgmtgroup@aol.com

The Gables at Lakeside Apts. (Kiss. 1 tc resurfaced)
Emilis Lewis
emilis.lewis@ugoc.com 407-870-9004

Blossom Park Villas Condominiums resurface one tennis court and fence repairs
3000 Parkway Blvd.

Kissimmee

Joaph - manager@blossomparkvillas.com

Pinewood Park Apts.

2351 Pinebrook Drive

Kissimmee, FL 34741

Att: Yolanda - www.pinewoodparkliving.com

407-846-0188

Autumn Glen HOA Resurfaced two single tennis courts

Dodd Rd., Casselberry

Stacey Loureiro – HOA Manager 407-333-7787

Isleworth Racquet Club Resurfaced tennis court

Len Simard – head professional 407-491-6079

Club Cortile Resurfaced one tennis court

2701 Club Cortile Circle, Kissimmee

Att: Maryjo LoCascio Signature Management 407-379-1455

Wekiva Glen HOA Resurface two cts. And convert on court to ½ bb ct and two
pickleball courts

Matt Jordan - Specialty Management - mjordan@greatcommunities.com

Whispering Oaks - Oviedo - Resurfaced two TCs.

Chris Meadows - 407-492-9059

Orange Tree HOA Resurfaced TC and converted a TC to three pickleball cts.

Chris Price - 352-815-9345

Riverwalk Condo. New Smyrna Beach - Surfaced one TC

Scott Coulson or Nick Lanier 386-931-7429

Spruce Creek Racquet Club - Port Orange - Converted two TC's to six pickleball cts.

Steve Cornelison - stellarockc@aol.com

Stoneybrook East Racquet Club - Resurfaced 4 TC's and one basketball court

Juanita Martinez - sbrecreation@stoneybrookeast.org

Smyrna Yacht Club - New Smyrna Beach - Replaced asphalt, fence and surfaced 2
TC's

Peter Satterly - 386-843-7521

Summerfield Apts. Kirkman Rd. Orlando Resurfaced two tennis courts
Noushy (Kim) Moshtagh - owner - 727-215-6901

Sausalito Shores HOA Resurfaced two very badly cracked tennis courts Cassleberry
Bill Rees Treasurer & project manager 407-808-8859

Sea Dunes at Sand Dollar Replace asphalt and surface NSB
Dale Emette ernette@siemens.com

Plantation at Leesburg Resurfaced 8 pickleball and two tennis courts
Dennis Masch (assoc. manager) dmasch@plantationhoa.org

BAPS Temple Basketball court surfacing new concrete court - Orlando
Alpesh Patel 407-383-4701

Las Brisas Condo. Resurfaced single tennis court NSB
Nancy 386-427-6602

ClearOne Sports Surfaced an indoor concrete pickleball court Orlando
Robert Bentley Orlando@clearonebadminton.com 407-730-3596

The Element at MetroWest Converted Tennis Court to Exercise Area
AJS Building & Renovations Darius Vanagas 407-448-4411

Silver Lake Resort Resurfaced tennis and basketball court - Kissimmee
David Cahoon, mgr. 407-908-1314

Sea Dunes at Starfish HOA resurfaced single tennis court NSB
Gary Miller 407-256-9090

Villas of Stockbridge HOA Resurfaced two tennis courts
Michelle Smith 407-601-6700 michellesmith@mpsmithlegal.com

Waters Edge HOA Resurface tennis and basketball court Lake Nona
Thomas Dondey - Leland Management 407-982-3941
tdondey@lelandmanagement.com

10D.


Lexington Pool & Maintenance, LLC

2869 Wilshire Drive
Suite # 202
Orlando, Florida 32835

Proposal

Proposal Date: 11/22/2019

Proposal #: 1603

Project:

Bill To:

Brighton Lakes CDD
C/O Ariel Medina
313 Campus Street
Celebration, Florida 34747

Description	Est. Hours/Qty.	Rate	Total
Option 1 - Repair / Replacement of Pavers approx. 490 square feet for the property security entrance.			9,435.00T
Option 2 - Since pavers will not be the same as original due to the age and ware & tear. LPM suggests replacing entire area of approx 600 square feet			\$11,100.00T
Total			

Phone:	Fax:	E-mail
407-778-5055	407-778-5057	paul@lexingtonmanagement.net

10E.



Date: Thursday, November 21, 2019

Proposal # 2020-1741

Submitted To:
Mr. Ariel Medina
Inframark Infrastructure Management
Services
210 North University Drive
Suite 702
Coral Springs, FL 33071
Contact Information:
Phone: (281) 831-0139
Mobile:
ariel.medina@inframark.com

Site Description: # S124807
Brighton Lakes
4050 Brighton Lakes Boulevard
Kissimmee, FL 34746

Site Contact:
Site Phone:

Prepared By:
Kyle Smith
Contact Information:
Mobile:
Office: (305) 836-8678
E-mail: ksmith@driveway.net
Project Manager:
Mobile:
Email:

Qty	Proposed Service(s) & Description(s)	Depth
1050 Sq. Ft.	4" Concrete Sidewalk	4"

Service Description

1. Barricade and secure work areas in preparation for demolition activity.
2. Sawcut, jackhammer, and remove existing concrete sidewalk.
3. Remove the tree roots causing the issue.
4. Compact the existing subbase material using a vibratory plate compactor.
5. Install forms as needed for new 4" thick concrete sidewalk pour.
6. Pour new 3,000 PSI concrete into the forms. Rake and trowel to level.
7. Float the concrete surface smooth then apply light broom finish.
8. Tool or sawcut control joints spaced 5' on centers (TYP).
9. Dispose of any concrete removed from job site.

**Asphalt repairs due to removal of adjacent concrete sidewalk will be an additional cost to the client*

PAYMENT TERMS 0 Down Down, Balance Net 30Project Total **\$11,108.00**

SERVICE TERMS Landscape restoration not included in scope of work unless specifically noted. DMI is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customer's responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed. DMI will not be responsible for damage to underground utilities in areas of construction as applicable ☐

This proposal may be withdrawn at our option if not accepted within 7 days of Nov 21, 2019**Pavement Consultant Kyle Smith****Accepted Authorized Signature**

Print Name

Signature

www.driveway.net

MIAMI | 1100 NW 73rd St. Miami, FL | FORT LAUDERDALE | 1829 NW 29th St. A Oakland Park, FL 33311
WEST PALM BEACH | 1030 West 15th St. Riviera Beach, FL 33404 | FORT MYERS | 4262 Edison Ave. Fort Myers, FL 33916
ORLANDO | 677 Fairvilla Rd. Orlando, FL 32808 | TAMPA | 1901 N 57th St., Tampa, FL 33619



TERMS, CONDITIONS & GUARANTEE

Driveway Maintenance Inc., hereafter referred to as "DMI"

Terms: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of .66% per month from the date of completion. Terms of guarantee are contingent upon receipt of final payment.

PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallonages will correspondingly change the completed price. One mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

UNLESS EXPRESSLY NOTED WITHIN THE AGREEMENT, DMI makes no claim to the local, state, or federal compliance of any or all ADA elements present within the property boundary.

ADDITIONAL CHARGES may become necessary if Permit Fees, Procurement, Record Retrieval, Engineering, extra equipment time, extra materials, or extra labor if required would become necessary to perform or complete this job, if subgrade is not up to acceptable specifications or requirements or if extra services and/or materials are requested in writing by the owner or general contractor of their respective authorized supervisory employees. "DMI" shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges would be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "DMI" reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

Conditions: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. We do not guarantee against pavement cracking from weather cycles and water ponding or retention due to pre-existing grade conditions. We cannot guarantee drainage or against water ponding on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1-1/2" of fall per 10 feet. "DMI" shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, Dewatering. You authorize DMI to perform a credit investigation and /or obtain credit reports from credit reporting agencies.

Notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial _____ Date _____

January 1, 2019

Brighton Lakes CDD	
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Prepared by Inframark, Ariel Medina, Field Services Supervisor

313 Campus Street, Celebration, FL 407-566-1935] ariel.medina@inframark.com

Brighton Lakes CDD – Sidewalk Replacement Details

<i>Location</i>		<i>Panels</i>	<i>Width/ ft.</i>	<i>Long /ft.</i>
Brighton Lakes Blvd	Kissimmee, FL	3	5	5
2562 Volta Cir.	Kissimmee, FL	1	4	4
3641 Kariba Dr.	Kissimmee, FL	1	4	4
3635 Kariba Dr.	Kissimmee, FL	2	4	4
4151 Vanern Way	Kissimmee, FL	2	4	4
4160 Vanern Way	Kissimmee, FL	1	4	4
2415 Huron Cir.	Kissimmee, FL	3	4	4
2417 Huron Cir.	Kissimmee, FL	1	4	4
2432 Huron Cir.	Kissimmee, FL	2	4	4
2439 Huron Cir.	Kissimmee, FL	2	4	5
2440 Huron Cir.	Kissimmee, FL	1	4	6
2441 Huron Cir.	Kissimmee, FL	2	4	5
2461 Huron Cir.	Kissimmee, FL	5	5	5
2463 Huron Cir.	Kissimmee, FL	2	4	4
2479 Huron Cir.	Kissimmee, FL	3	4	4
4300 Biel CT.	Kissimmee, FL	2	4	4
4203 Lugano CT.	Kissimmee, FL	1	4	4
4207 Lugano CT.	Kissimmee, FL	3	4	5
4216 Lugano CT.	Kissimmee, FL	1	4	4
Lugano Dr.	Kissimmee, FL	2	4	5
2520 Chapala Dr.	Kissimmee, FL	1	4	4
2625 Maggiore Dr.	Kissimmee, FL	3	4	4
2716 Star grass Cir.	Kissimmee, FL	2	4	4
2728 Star grass Cir.	Kissimmee, FL	2	4	5
2810 Sweetspire Cir.	Kissimmee, FL	2	4	4
2818 Sweetspire Cir.	Kissimmee, FL	2	4	4
2842 Sweetspire Cir.	Kissimmee, FL	2	4	4

Total panels 54

K and D CONCRETE INC
750 MARLLO RD
KISSIMMEE, FL 34747
David Garner ~ 407.468.3694
davegar44@yahoo.com

Estimate

DATE	ESTIMATE #
1/6/2020	124

BILL TO
Brighton Lakes CDD

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	ESTIMATE FOR SIDEWALK REPLACEMENT.			0.00
04	CONCRETE LABOR AND MATERIAL FOR APPROXIMATELY 1020 SQ. FT. OF 4" THICK CONCRETE REPLACEMENT.	1,020	5.50	5,610.00
22	SPECIALTIES: RIP OUT APPROXIMATELY 1020 SQ. FT. OF 4" THICK CONCRETE.	1,020	4.50	4,590.00
22	SPECIALTIES: 2 DUMPSTERS FOR DISPOSAL OF OLD CONCRETE.	2	600.00	1,200.00
22	SPECIALTIES: SET UP FEE TO COVER CONCRETE COMPANIES RELOCATE FEE.	1		500.00
	THIS ESTIMATE IS FOR LABOR AND MATERIALS. A DEPOSIT OF 3500.00 WILL BE NEEDED TO START THIS PROJECT. IF YOU HAVE ANY QUESTIONS I CAN BE REACHED AT 407-468-3694.			0.00
			Total	11,900.00