

**BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

November 2, 2023

6:00 p.m.

Call in (audio only)

[646-838-1601, 17200330#](tel:646-838-1601)



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747

Brighton Lakes Community Development District

Board of Supervisors

Marcial Rodriguez, Jr., Chairman
 John Crary, Vice Chairman
 Michelle Incandela, Assistant Secretary
 Mark Peters, Assistant Secretary
 Nadine Singh, Assistant Secretary

Staff:

Gabriel Mena, District Manager
 Tucker Mackie/ Ryan Dugan, District Counsel
 Mark Vincutonis/ Peter Glasscock, District Engineer
 Freddy Blanco Field Inspection
 Dennis Hisler, CDD Landscaping & Maintenance Liaison

Meeting Agenda

Tuesday, November 2, 2023 – 6:00 p.m.

-
- 1. Call to Order and Roll Call**
 - 2. Pledge of Allegiance**
 - 3. Audience Comments -Limit to 3 Minutes**
 - 4. Staff Reports**
 - A. Field Management
 1. Review of the Field Manager Report..... P.3
 2. Consideration of the LED Lights Installation at the Security Guard House Pole Proposal P.16
 - B. Landscaper-Blade Runner
 1. Review of the Irrigation Check Report..... P.18
 2. Consideration of Removal and Installation at the Entrance to Kariba Proposal #521 P.30
 3. Consideration of Removal of Brazilian Pepper Tree in Two Areas on the Boulevard Proposal #522 P.31
 4. Discussion of the RFP for Landscape Services and Consideration of Evaluation Criteria P.32
 - C. Aquatics
 1. Consideration of Aquatic Services Vendor Proposals P.34
 - A. Estate Management Services Proposal
 - B. Solitude Proposal
 - C. Sorko Services Proposal
 - D. CDD Liaison
 - E. District Engineer
 1. Discussion Regarding Roadway Repaving Contract with Middlesex Paving, LLC
 - F. District Counsel
 1. Review of the Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Brighton Lakes CDD..... P.71
 2. Consideration of the Amended and Restated Disclosure of Public Finance..... P.81
 - G. District Manager
 - 5. Business Items**
 - A. Consideration of the MagnoSec Amendment Regarding a Price Increase P.90
 - B. Review of the 3rd Quarter Website Audit..... P.98
 - 6. Business Administration**
 - A. Consideration of the Regular Minutes from September 7, 2023 P.110
 - B. Consideration of the Workshop Minutes from October 12, 2023 P.123
 - C. Review of the Financial Statements..... P.127
 - D. Consideration of the Check Register P.145
 - 7. Supervisor Requests**
 - 8. Adjournment**

The next regular meeting is scheduled for Thursday, January 4, 2024, at 6:00 p.m.

District Office:

313 Campus Street
 Celebration, FL 34747
 407-566-1935
www.BrightonLakesCDD.org

Meeting Location:

Brighton Lakes Clubhouse
 4250 Brighton Lakes Boulevard
 Kissimmee, FL 34746
 Call In: 646-838-1601, 679937019#

OCTOBER 2023 FIELD INSPECTION

Brighton Lakes CDD

Wednesday, October 18, 2023

Prepared For Board Of Supervisors

24 Item Identified

Freddy Blanco Field
Manager
Inframark





Item 1

Assigned To Bladerunner
Landscaping

Possible main line irrigation leak at
Brighton Lakes Blvd. provide a
emergency repair proposal



Item 2

Assigned To Bladerunner
Landscaping

Mowing and edging service is
ongoing



Item 3

Assigned To Bladerunner
Landscaping

Mowing service around the ponds is completed. Trimming service is ongoing. Landscape company was working in the community at the time of the inspection



Item 4

Assigned To Bladerunner
Landscaping

Mowing service around the ponds is completed. Trimming service is ongoing. Landscape company was working in the community at the time of the inspection



Item 5

Assigned To Bladerunner
Landscaping
All the Oleander plans will be
trimming on March 2024



Item 6

Assigned To Bladerunner
Landscaping
All the Crape Myrtles will be
trimming on February 2024



Item 7

Assigned To Bladerunner
Landscaping

Edging and weeds control is ongoing
along the beds located at PHR.



Item 8

Assigned To Bladerunner
Landscaping

Mowing and edging service at PHR is
completed



Item 9

Assigned To Bladerunner

Landscaping

Mowing and edging service at PHR is completed



Item 10

Assigned To Bladerunner

Landscaping

Provide schedule for repair sods damage at the Brighton Lakes Blvd.



Item 11

Assigned To Bladerunner
Landscaping

Provide Proposal for repair possible main line irrigation leak located behind Viburnums edge at Brighton Lakes Blvd. between PHR and Volta Cir.



Item 12

Assigned To Inframark
Contact ToHo Water regarding sidewalk damage at PHR.



Item 13

Assigned To ToHo Water
Contact ToHo Water regarding possible main line leak at Brighton Lakes Blvd. next to the Fire hydrant (all the area is soggy)



Item 14

Assigned To Inframark
photocell behind main wall sign need replacement



Item 15

Assigned To Bladerunner
Landscaping

Few beds along the Brighton Lakes Blvd need more attention on the weeds control.



Item 16

Assigned To Bladerunner
Landscaping

Provide Proposal for repair damage after car accident at Kariba Court.



Item 17

Assigned To Bladerunner
Landscaping

Provide schedule for trimming service to the Viburnums edge located next to the security guard house.



Item 18

Assigned To Bladerunner
Landscaping

Provide fertilization and pest control reports



Item 19

Assigned To Bladerunner
Landscaping

Provide Proposal for repair possible main line Leak located next to the viburnums edge across the security guard house



Item 20

Assigned To Bladerunner
Landscaping

Repair Irrigation leak located in the Viburnums edge next to the security guard house



Item 21

Assigned To Bladerunner
Landscaping

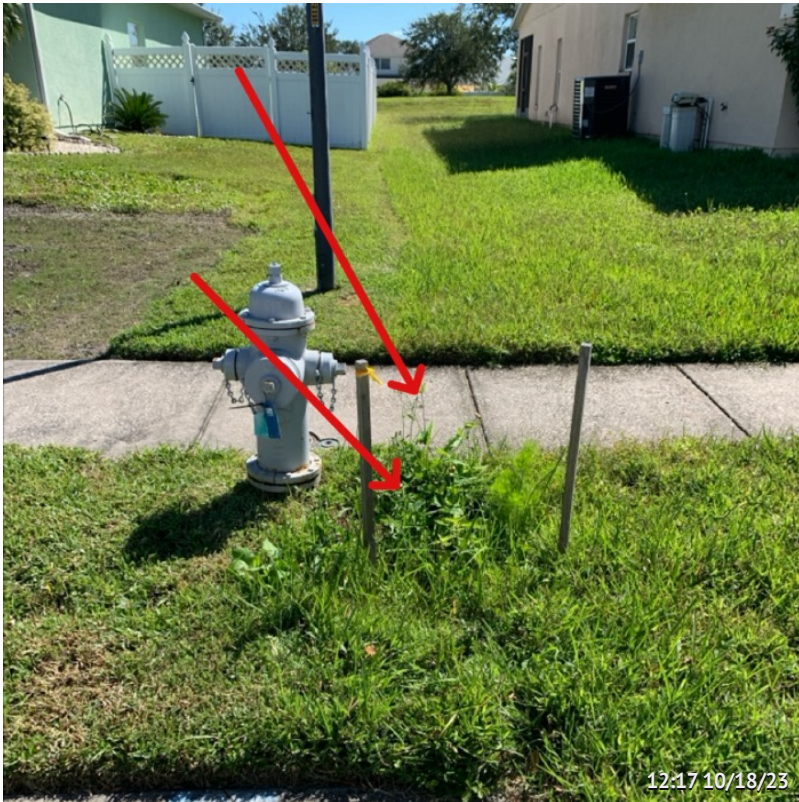
Remove Wax Myrtle from the beds at
Brighton Lakes Blvd



Item 22

Assigned To Bladerunner
Landscaping

Provide Proposal for remove
Brazilian peppers from the beds at
Brighton lakes Blvd



Item 23

Assigned To Inframark

Fill with soil depression next to the fire hydrant at Patrician Cir



Item 24

Assigned To Bladerunner

Landscaping

Mowing service is still pending behind 2728 Wingfield Pl. (Area is still soggy)



WORK ORDER

Inframark
 313 Campus Street, Celebration, FL 34747
 Phone: 407-566-1935

Date 10/16/2023
Work Order # WOBL10162023
Customer ID Brighton Lakes District

Proposal For
 Brighton lakes CDD

Quotation valid until: 12/31/2023
Prepared by Freddy Blanco

Work Order LED lights Installation

Quantity	Description	Unit Price	Taxable?	Amount
2	Work order for LED lights installation at the security guard house pole.	\$ 487.50	No	\$ 975.00
	Quotes include, material, bucket lift rental and labor only.			

Full payment due within 30 days of finalizing project.

If you have any questions concerning this quotation, please contact Freddy Blanco
Freddy.Blanco@inframark.com 407-947-2489

Thank you for your business!

Approved By:

Subtotal	\$	975.00
Tax Rate		0.00%
Sales Tax	\$	-

Other

TOTAL \$	975.00
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Adjustable+Switchable+Photocell

The Lithonia Lighting® ESXF LED floodlight is a general-purpose flood that offers a wide selection of options and flexibility. Easy access to adjustable lumen output, color switching, and a selectable photocell turns the ESXF into the fixture you need on the spot. With its wide flood (7x7) distribution and DLC performance, the ESXF is a cost-effective solution, great for illuminating yards, driveways, signage, patios, warehouses, and security applications.

FEATURES:

- Four sizes deliver 1,500 up to 20,000 lumens
- Three power levels of adjustable lumen output. Switchable CCT(30K/40K/50K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP66 rated, Die-cast aluminum housing
- Two popular mounting options included
- up to 171 LPW



ESXF3 slipfitter mount



ESXF4 slipfitter mount



Adjustable Lumen Output
ALO



Switchable CCT
SWW2



Dusk-to-Dawn Operation
PE





COMMERCIAL LANDSCAPING ORLANDO, LLC.

19 N TEXAS AVE, ORLANDO, FL 32805
 TEL 407.306.0600
 WWW.BLADERUNNERSORLANDO.COM

PROPERTY: Brighton Lakes¹⁸
 NAME: _____
 DATE: Aug 2013 TIME: _____
 PAGE: 1 OF: 3

CURRENT

ADJUSTED

timer A.

A START TIME	10:00 PM
B START TIME	

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ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11	12
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CURRENT	20	20	20	20	20	20	20	30	20	20	20	20
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MAINTENANCE REPAIR												
PARTIAL CLOG												
ARC OR RADIUS ADJ.												
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HEAD MISSING/BROKEN												
CHANGE 4" TO 6" POP UP												
CHANGE 6" TO 12" POP UP												
HEAD RAISED SHRUB												
SEVERE CLOG												
INCORRECT NOZZLE												
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HEAD NOT ROTATING												
VALVE NOT OPERATING												
OTHER - SEE COMMENTS												

COMMENTS: (Attach extra sheet if necessary) _____

_____/_____/_____
 CUSTOMER SIGNATURE DATE INSPECTED BY BLADE RUNNERS TECH



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 DATE: _____ TIME: _____
 PAGE: 3 OF: 3

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COMMERCIAL LANDSCAPING ORLANDO, LLC.

19 N TEXAS AVE, ORLANDO, FL 32805
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 WWW.BLADERUNNERSORLANDO.COM

CURRENT

ADJUSTED

PROPERTY: Brighton Lakes²¹

NAME: _____

DATE: Aug 2023 TIME: _____

PAGE: _____ OF: _____

timer B
2001

A START TIME	<u>11:00 pm</u>
B START TIME	

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PROPERTY: Brighton Lakes²²
 NAME: _____
 DATE: _____ TIME: _____
 PAGE: _____ OF: _____

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COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE _____ DATE / / INSPECTED BY BLADE RUNNERS TECH _____



COMMERCIAL LANDSCAPING ORLANDO, LLC.

19 N TEXAS AVE, ORLANDO, FL 32805
 TEL 407.306.0600
 WWW.BLADERUNNERSORLANDO.COM

PROPERTY: Brighton Lakes²³
 NAME: _____
 DATE: Aug 2023 TIME: _____
 PAGE: 1 OF: _____
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19 N TEXAS AVE, ORLANDO, FL 32805
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 WWW.BLADERUNNERSORLANDO.COM

PROPERTY: Brighton Lakes²⁴
 NAME: J.R
 DATE: Sep. 23 TIME: _____
 PAGE: 1 OF: 3
 Timer A

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 PAGE: 2 OF: 3

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J. R
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PROPERTY: Brighton Lakes
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 PAGE: 3 OF: 3

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J.R
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COMMERCIAL LANDSCAPING ORLANDO, LLC.

19 N TEXAS AVE, ORLANDO, FL 32805
 TEL 407.306.0600
 WWW.BLADERUNNERSORLANDO.COM

PROPERTY: Brighton Cather
 NAME: J.R
 DATE: Sep, 23 TIME: _____
 PAGE: _____ OF: _____

CURRENT

ADJUSTED Timer B
Pool

A START TIME	11:00 P.m
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CURRENT

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PROPERTY: Brighton Lakes²⁸
NAME: J.R
DATE: Sep, 23 TIME: _____
PAGE: _____ OF: _____

Timer c

A START TIME	10:00 Am
B START TIME	

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SPRAY OR ROTOR S OR R	S	S	S	S	R	S	S	S	R	S	S	R	S
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INSPECTED BY BLADE RUNNERS TECH



COMMERCIAL LANDSCAPING ORLANDO, LLC.

19 N TEXAS AVE, ORLANDO, FL 32805
 TEL 407.306.0600
 WWW.BLADERUNNERSORLANDO.COM

CURRENT

ADJUSTED

29
 PROPERTY: Brighton Lakes
 NAME: J.R
 DATE: Sep, 23 TIME: _____
 PAGE: _____ OF: _____

Timere

A START TIME	11:00 P.M
B START TIME	

M	<u>T</u>	W	T	<u>F</u>	S	S	A RUN DAYS
M	T	W	T	F	S	S	B RUN DAYS

M	T	W	T	F	S	S	A RUN DAYS
M	T	W	T	F	S	S	B RUN DAYS

ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11
SPRAY OR ROTOR S OR R	S	S	S	S	S	S	S	S	S	S	R
CURRENT	15	15	15	15	15	15	15	15	15	15	15
ADJUSTED RUN TIME											
MAINTENANCE REPAIR											
PARTIAL CLOG											
ARC OR RADIUS ADJ.											
HEAD STRAIGHTENED											
HEAD MISSING/BROKEN											
CHANGE 4" TO 6" POP UP											
CHANGE 6" TO 12" POP UP											
HEAD RAISED SHRUB											
SEVERE CLOG											
INCORRECT NOZZLE											
RELOCATION											
LEAK IN HEAD											
LEAK IN PIPE											
HEAD NOT ROTATING											
VALVE NOT OPERATING											
OTHER - SEE COMMENTS											

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE

DATE

J.R

INSPECTED BY BLADE RUNNERS TECH

Estimate

Blade Runners Commercial Landscaping
 Orlando, LLC
 19 N Texas Ave
 Orlando, FL 32805

Date	Estimate #
10/19/2023	521

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

Description	Qty	Rate	Total
Remove broken Vo. at the entrance to Kariba damaged by a car and install #6 7g. Vo.	6	45.00	270.00
Thank you for your business.		Total	\$270.00

Estimate

Blade Runners Commercial Landscaping
 Orlando, LLC
 19 N Texas Ave
 Orlando, FL 32805

Date	Estimate #
10/19/2023	522

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

Description	Qty	Rate	Total
Remove Brazilian Pepper Tree in two areas at Blvd.	1	450.00	450.00
Thank you for your business.		Total	\$450.00

**BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid. AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. **Reasonableness of ALL Numbers** (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END



ESTATE MANAGEMENT SERVICES, Inc.

305 Indigo Drive, Brunswick, GA 31525

888-307-6637 Toll Free

(912) 466-9800 Main Office

(912) 261-8882 Fax

Pond Management Proposal

Date: 10/04/2023

To: Gabriel Mena
 Inframark IMS
 Brighton Lakes CDD
 4250 Brighton Lakes Blvd.
 Kissimmee, Fl 34746
 Ph: 754-399-8440
 Email: gabriel.mena@inframark.com

From: Bill Roberti/Estate Management Services, Inc.

Estate Management Services is a *Land and Pond Management* service based in Brunswick, Georgia with branch offices in Jacksonville, FL, Orlando, FL, Scottsboro, AL, Bluffton, SC, Myrtle Beach, SC, Charleston, SC, Wilmington, NC, Springfield, Missouri and Branson, Missouri. Estate Management Services has a commercial contractors' license in aquatics for the states of Georgia, Florida, Alabama, South Carolina, North Carolina, Tennessee, Mississippi, and Missouri. Estate Management Services is insured for five million dollars. All of the equipment necessary for pond management is provided by Estate Management Services.

The pond(s) located at **Brighton Lakes CDD 4250 Brighton Lakes Blvd Kissimmee, Fl 34746** were discussed concerning monthly pond maintenance. There is a total of 9 ponds(s) which equals approximately 52.56 acres.

Our pond management contract also includes the following maintenance.

- Algae Control and weed control.
- Underwater and Floating Vegetation Control
- Trash and debris removal on each visit.

- Annual baseline water chemistry testing with written recommendation for solutions for improvements if needed.
- We will also electronically store all treatment records per NPDES pesticide discharge permit requirements for a period of five years.
- Each pond management contract will have annual oversight and review by one of our Certified Master Pond and Stormwater managers (CMPS).
- Upon your request, we can also make suggestions for fisheries improvements, sediment dredge solutions, and aeration needs.

Our service schedule will be 21 scheduled visits per year (1 visit in December, January, and February and 2 visits in the remaining months) as well as any unscheduled visits that may be deemed necessary. A job card will be emailed to let you know what was accomplished each visit.

The objective for the pond(s) at **Brighton Lakes CDD 4250 Brighton Lakes Blvd Kissimmee, FL 34746** is to improve the overall aesthetics and function of your pond system. The investment for your pond management program will be: 12 equal monthly payments of **\$3,416.40** per month or **\$40,996.80** per year.

Initial: _____

Upon approval of proposal, a formal contract will follow for signature.

Print Name

Signature

Email

Date

Phone #

SERVICES CONTRACT

CUSTOMER NAME: Brighton Lakes CDD
SUBMITTED TO: Gabriel Mena
CONTRACT EFFECTIVE DATE: December 1, 2023, through November 30, 2024
SUBMITTED BY: Stephen AmRhein
SERVICES: Aquatic Vegetation Management

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$43,704.00**. SOLitude shall invoice Customer **\$3,642.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

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4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Brighton Lakes CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A – SERVICES

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a **two (2) time per month** basis.

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2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Lake Algae Control:

1. Lake(s) will be inspected on a **two (2) time per month** basis. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Fountain Maintenance Service:

1. Company will service each of the 2 fountains **four (4) times per year** on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).

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Test motor overload protection to make sure it is set and functioning properly.
Check fuses.
Make sure all wires, breakers, and other electronic parts are securely attached
Check timer and set as needed.
Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
Check lighting timer and set as needed.

2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
Clean all lighting lens covers.
Check each light and replace lamps that have burnt out.
Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.

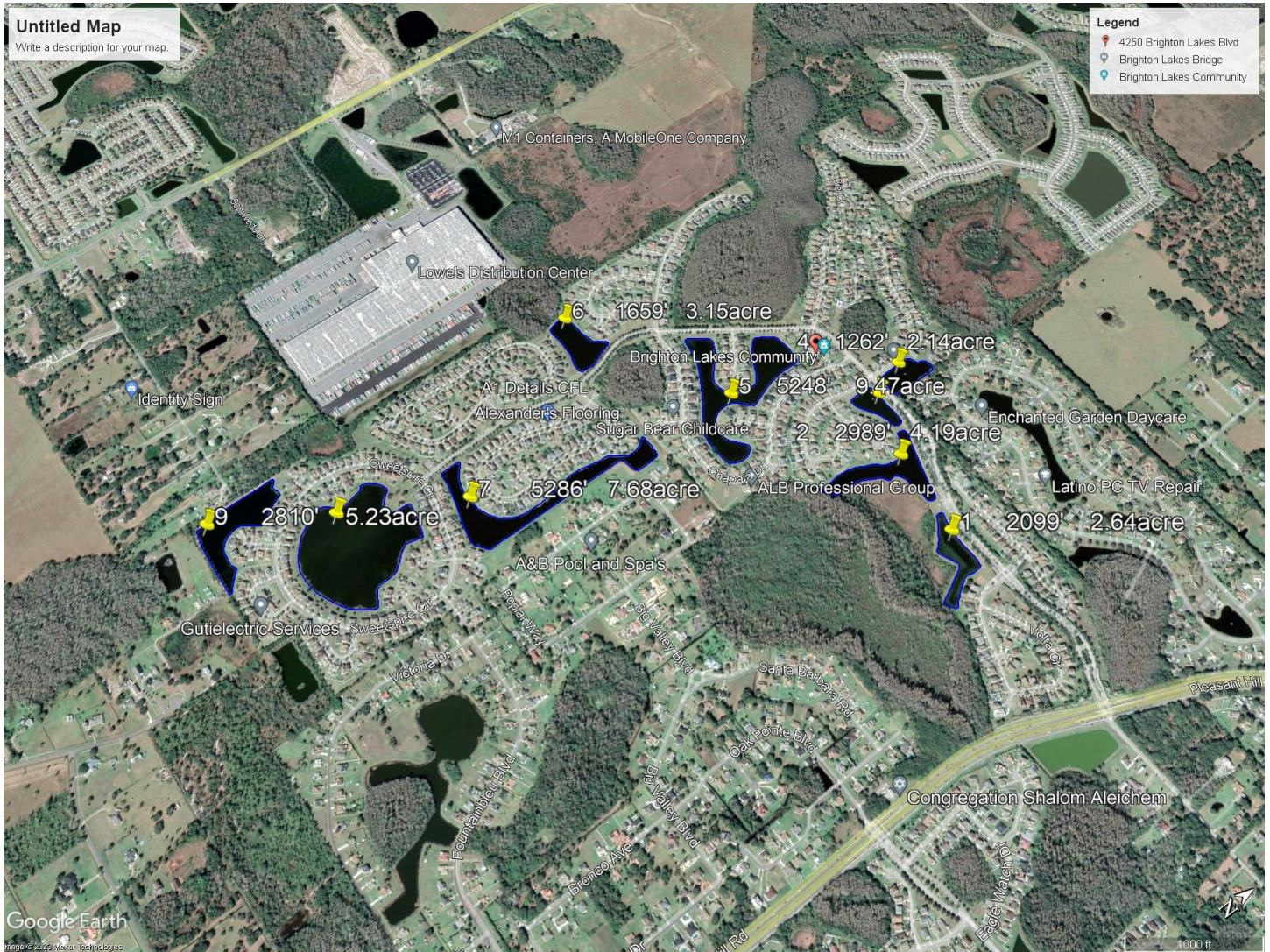
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- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SERVICES CONTRACT

CUSTOMER NAME: Brighton Lakes CDD
SUBMITTED TO: Gabriel Mena
CONTRACT EFFECTIVE DATE: December 1, 2023, through November 30, 2024
SUBMITTED BY: Stephen AmRhein
SERVICES: Aquatic Vegetation Management

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$48,000.00**. SOLitude shall invoice Customer **\$4,000.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

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4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Brighton Lakes CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A – SERVICES

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a **three (3) time per month** basis.

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2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **three (3) time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Lake Algae Control:

1. Lake(s) will be inspected on a **three (3) time per month** basis. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Pond Dye:

Pond Dye will be applied to the pond(s) on an as needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Fountain Maintenance Service:

1. Company will service each of the 2 fountains **four (4) times per year** on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).

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Test motor overload protection to make sure it is set and functioning properly.
Check fuses.
Make sure all wires, breakers, and other electronic parts are securely attached
Check timer and set as needed.
Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
Check lighting timer and set as needed.

2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
Clean all lighting lens covers.
Check each light and replace lamps that have burnt out.
Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.

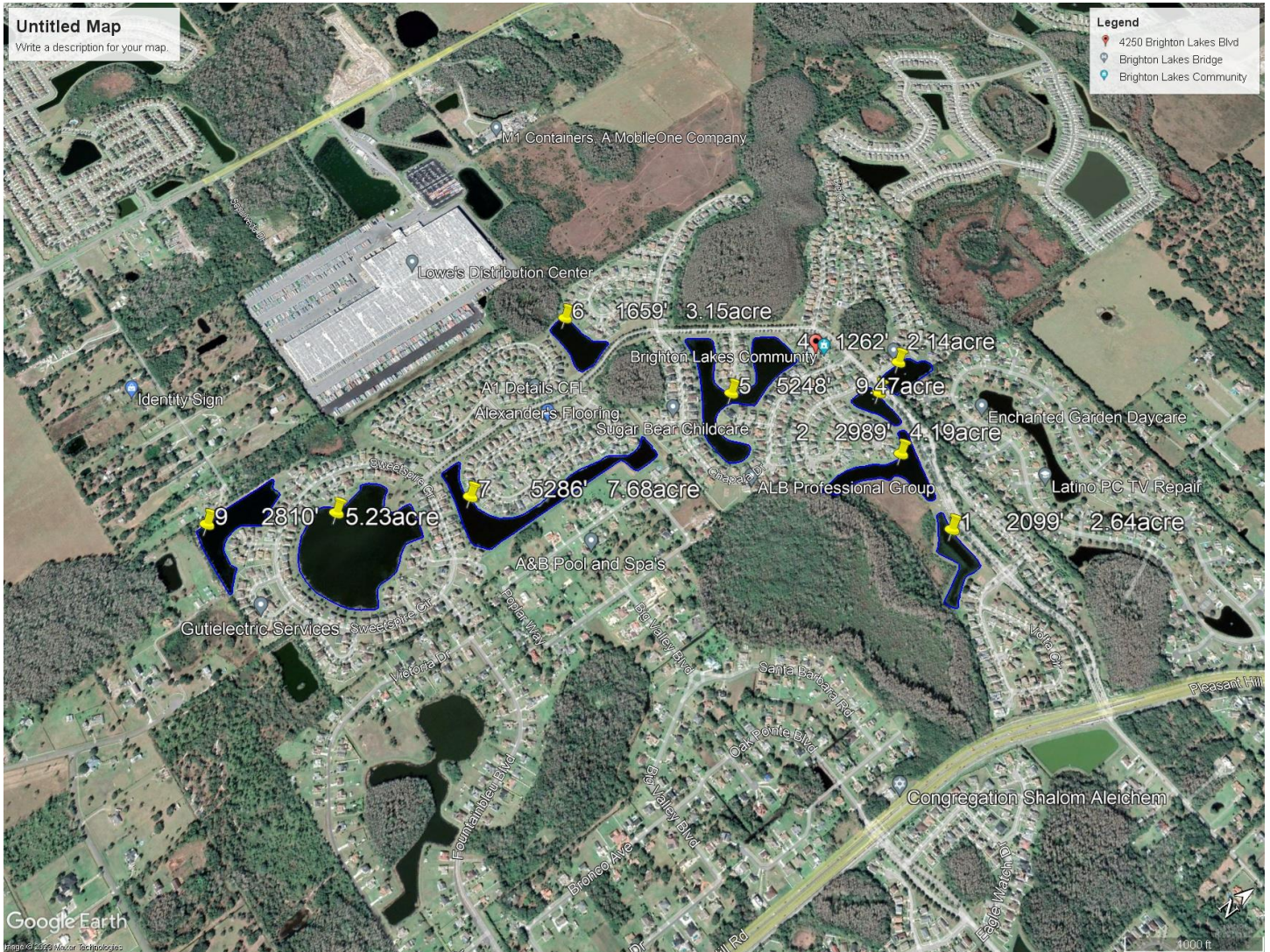
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- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SERVICES CONTRACT

CUSTOMER NAME: Brighton Lakes CDD
SUBMITTED TO: Gabriel Mena
CONTRACT EFFECTIVE DATE: November 1, 2023, through October 31, 2024
SUBMITTED BY: Stephen AmRhein
SERVICES: Aquatic Vegetation Management

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$41,496.00**. SOLitude shall invoice Customer **\$3,458.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

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9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Brighton Lakes CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**1320 Brookwood Drive Suite H
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SCHEDULE A – SERVICES

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
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 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a **one (1) time per month** basis.

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2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Lake Algae Control:

1. Lake(s) will be inspected on a **one (1) time per month** basis. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

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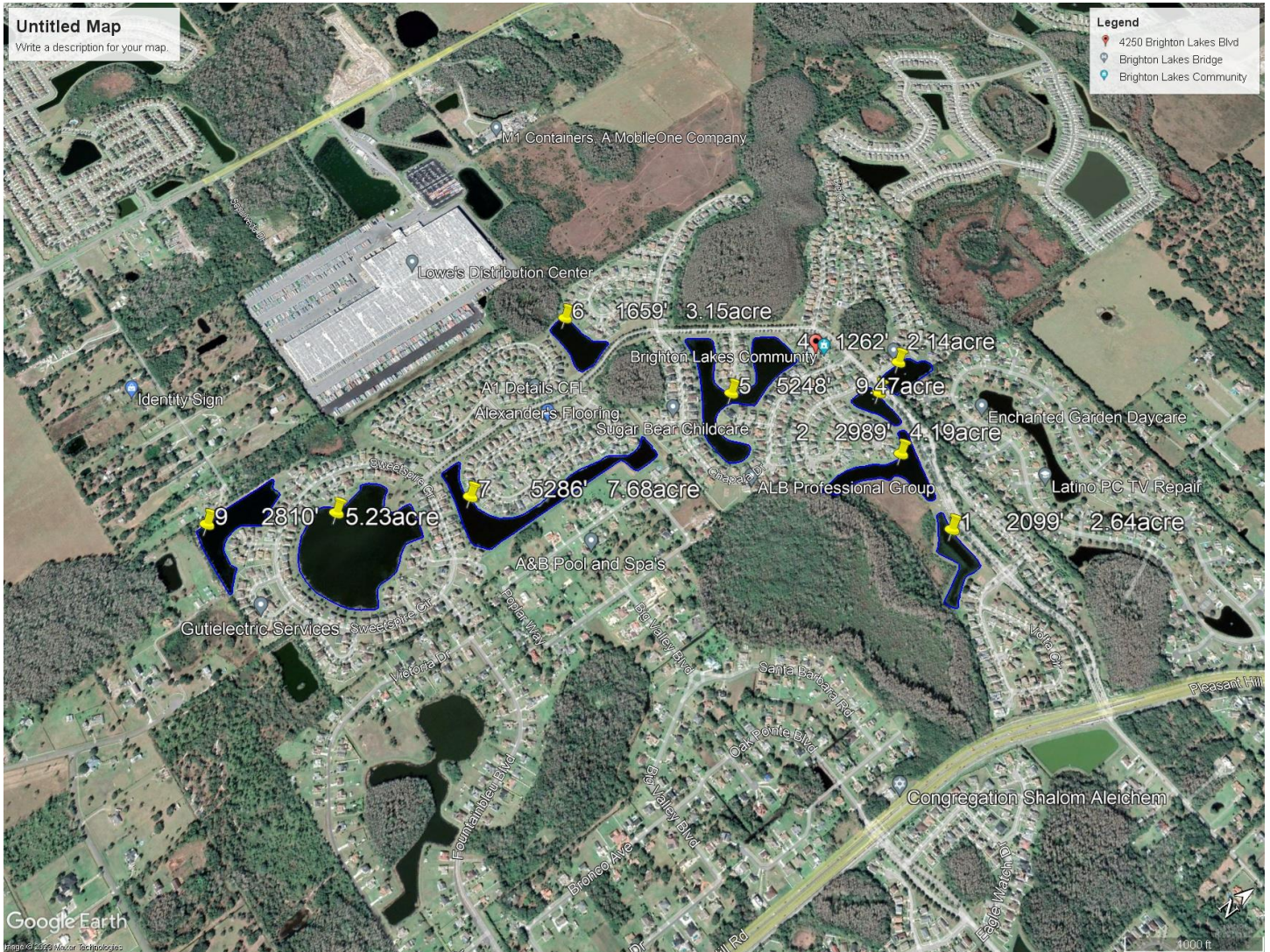
Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SERVICES CONTRACT

CUSTOMER NAME: Brighton Lakes CDD
SUBMITTED TO: Gabriel Mena
CONTRACT DATE: September 25, 2023
SUBMITTED BY: Stephen AmRhein
SERVICES: Initial Treat

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The total fee for services is **\$10,000.00**. **Price is valid for 60 days from the contract date.** The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

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of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Brighton Lakes CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Initial Treatment to help bring site back to a regular maintenance level. Systemically treat all 9 ponds for hydrilla.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Sorko
SERVICES

Water Management Agreement

- Excavator
- Weed boat/Tank 67
- Skid Steer
- Dump Trailer
- Grapple Service (Est, loads _____)
- Hand Work Only
- Barge
- Permits Needed _____

2300 W. Airport Blvd.
Sanford, FL 32771
Phone: 407-878-4492
Email: info@sorkoservices.com
www.sorkoservices.com

This Agreement is made this day between **Sorko Services** (hereinafter "Sorko") and Brighton Lakes CDD (hereinafter "Customer") for services to be provided at:

Street Address: 4250 Brighton Lakes BLVD
City: Kissimmee, FL, (Zip) 34746
Cell#: 754-399-8440 Home#: _____ Gate Code#: _____

The parties hereto agree to follows: Lake Name Retention Ponds Lake Acreage 52.5 Acres Lake Front Linear _____
Sorko Services agrees to control noxious aquatic weeds and algae in the body of water noted below. Control of the weeds and algae may take anywhere from 1 to 3 months to get control. Each body of water is different and will take different amounts of time to get control based on the infestation of weeds and algae. Monthly treatment of retention ponds thought the HOA for emergent grasses, algae and all submerged vegetation including hydrilla, eel grass, and Illinos Pondweed.

Monthly service agreement

Monthly service for aquatic lake and pond management for the above referenced lakes or ponds will be due monthly plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

CUSTOMER agrees to pay Sorko Services, its agents or assigns, the following sum for specified aquatic management services:

- | | | | |
|---|--|-------|-----------------------------------|
| 1. Underwater and Floating Vegetation, Shoreline Grass and Brush Control Program
(Email Monthly Service Reports & Free Call-Back Services) | \$ <u>5250</u> Initial Service
\$ <u>4500</u> Monthly Service | _____ | Initials _____ |
| <i>**Hydrilla & Illinois Pond Weed not included in regular monthly/bimonthly services. Control of Hydrilla & Illinois Pond Weed will require a separate treatment and additional charges apply.**</i> | | | |
| 2. Mechanical Removal <i>*Prices are only valid for 30 days due to active plant growth.</i>
<i>**Follow up to remove or trim aquatic vegetation after initial mechanical removal due to water fluctuation or uncontrollable conditions, will be \$ _____ per hour, plus dump fees.**</i> | \$ _____ | _____ | |
| 3. Permit/Administration Fee: | \$ _____ | _____ | |
| 4. Revegetation: See Graph # Plants per _____ | \$ _____ | _____ | |
| 5. One Time Treatment: _____ | \$ _____ | _____ | |
| 6. Fish Stocking: Grass Carp need FWC approval | \$ _____ | _____ | |
| 7. _____ | \$ _____ | _____ | |
| | | | Total Deposit Due \$ _____ |
| | | | Total Service _____ |

Payment Options: Customer may pay for services with a credit card, debit card, ACH or check. Location # _____
Card Number: _____ Name on Card: _____
Exp Date: _____ 3 Digit Security Code: _____ Billing Address: _____
Accounting Number: _____ Street: _____
Routing Number: _____ City: Kissimmee, Fl. Zip: _____

*****ACH/Credit Card Autopay mandatory for all maintenance services*****

_____ Customer agrees to Autopay charges.
Customer Signature
_____ Customer agrees "Sorko Services" is not responsible or liable for any damaged turf (concrete, pavers, driveways, walkways, etc.).
Customer Signature

Sorko Services agrees to commence service within 14 days, weather permitting, from the date of receipt of this Agreement and/or required governmental permits. This agreement will automatically renew month to month unless either party cancels this agreement with a 30-day written notice.

Customer Signature
Matthew Harris
Employee Signature
10/11/2023
Date

Digitally signed by Matthew Harris
Date: 2023.10.11 16:05:16 -0400

Printed Name
Matt Harris
Printed Name
gabriel.mena@infiemark.com
E-Mail

GENERAL TERMS AND CONDITIONS

1. THE UNDERWATER AND FLOATING VEGETATION CONTROL PROGRAM WILL BE CONDUCTED IN A MANNER CONSISTENT WITH GOOD WATER MANAGEMENT PRACTICES USING THE FOLLOWING METHODS AND TECHNIQUES WHEN APPLICABLE:

- a. Periodic treatments to maintain control of noxious submersed, floating and immersed aquatic vegetation and algae, which include, but shall not be limited to: hydrilla, naiad, algae, bladderwort, water hyacinth, water lettuce and duckweed. Customer acknowledges and agrees that some vegetation may be beneficial and necessary in a body of water to maintain a balanced aquatic ecological system.
- b. When deemed necessary by Sorko and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain the ecological balance of the aquatic system.
- c. Determination of dissolved oxygen levels prior to treatment, as deemed necessary and advisable, to ensure that oxygen level is high enough to allow safe treatment. Additional water and/or bacteriological analysis may be performed as necessary to ensure the success of the water management program.
- d. If applicable, only one-half or less of the entire body of water may be treated at any one time to ensure the safety of fish and other aquatic life. Notwithstanding the above, Sorko shall not be liable for the loss of any exotic or non-native fish or vegetation.
- e. Customer acknowledges and agrees that for maximum effectiveness and environmental safety, materials used by Sorko will not exceed maximum label recommendations.
- f. If the services include triploid grass carp, stocking will be performed at stocking rates determined by Sorko, within Florida Fish and Wildlife Conservation Commission permit guidelines.
- g. Customer agrees to provide adequate boat access. Failure to consistently provide such adequate access may necessitate the renegotiation or termination of this Agreement.
- h. Depending on the species, materials used and environmental factors it may take up to 90 days to establish control of weeds and algae.

2. UNDER THE SHORELINE GRASS AND BRUSH CONTROL PROGRAM,

Sorko will treat border vegetation to the water's edge including, but not limited to, torpedo grass, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Depending on the species and environmental conditions it may take several months or longer for full effectiveness of the treatments to be reached. Customer is solely responsible for any desired cutting or removal of such vegetation.

3. Customer agrees to inform Sorko in writing, via email to info@sorkoservices.com if any lake or pond areas have been or are scheduled to be mitigated. For the purposes of this Agreement, mitigation shall mean planting with required or beneficial vegetation. Sorko assumes no responsibility and shall be held harmless for any damage to aquatic plants if Customer fails to provide such notice in a timely manner. Emergent weed control may not be performed within either new or existing mitigated areas, unless specifically agreed to by a separate agreement by and between Customer and Sorko. Customer shall notify Sorko in writing to the above email address of any conditions which may affect the scope of work and Customer shall be solely responsible for any costs or expenses that arise out of or are related to such conditions.

4. If, during the term of this Agreement Customer has concerns or questions regarding the performance of Sorko in the fulfillment of its obligations hereunder, Customer shall inform Sorko in writing, via certified mail, return receipt requested, stating with specificity all reasons for Customer's dissatisfaction. Sorko shall have at least 60 days to investigate and attempt to address all concerns. If, after 60 days from giving the original notice, Sorko was not able to address the concerns, Customer shall have the right to terminate this Agreement by providing notice of such in writing, via certified mail, return receipt requested, together with full payment of all amounts outstanding at the time of termination.

5. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. Sorko shall notify Customer verbally of any such restrictions and/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. Customer is solely responsible for observing any and all restrictions. Customer acknowledges and agrees that Sorko does not assume any liability, and shall be held harmless, for the failure of any party to be notified of, or observe, any applicable regulations and restrictions.

6. Sorko shall maintain any necessary insurances at such limits in accordance with best practices in the industry. A certificate of insurance can be provided upon request. Customer shall be responsible for any costs associated with insurance requirements above and beyond that provided by Sorko.

7. Should Sorko be prohibited, restricted or otherwise prevented or impaired from rendering the specified services by any condition or regulation, Sorko shall notify Customer of said condition/regulation and of the excess direct costs arising therefrom. Customer shall have 30 days after receipt of said notice to notify Sorko in writing of any inability to comply with the excess direct costs as requested by Sorko, in which case Sorko shall be released from any and all obligations under this Agreement and Customer shall promptly tender payment to Sorko for all amounts due under this Agreement.

8. Customer warrants that s/he is authorized to execute the Water Management Agreement on behalf of the riparian owner.

9. Customer understands that, for convenience, the annual contract amounts has been amortized over a twelve (12) month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. Any outstanding amounts shall be subject to a late fee of 15% annually for past due balances and/or cancellation of the Agreement. Should Sorko be required to engage counsel to enforce any of its right under this Agreement, Customer shall be responsible for any such costs and expenses.

10. Sorko agrees to hold Customer harmless for any loss, damage or claims arising out of the sole negligence of Sorko. However, in no event shall Sorko be liable to Customer, or any third party, for any indirect, special or consequential damages resulting from any cause whatsoever. In no event shall Sorko's liability to Customer exceed the amounts paid to Sorko by Customer in the preceding 12 months.

11. This Agreement shall automatically renew for a period equal to its original term unless terminated by either party upon written notice no later than 60 days prior to the expiration of the then existing term. Sorko may adjust the monthly charge upon 30 days prior written notice following the original term.

12. This Agreement shall not be assigned by the Customer without the prior written consent of the Sorko. Sorko shall have the right to assign this Agreement.

13. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alternations or modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Customer and Sorko.

14. TERMINATION

The Parties agree that this Agreement is a monthly service agreement that continues from month to month until terminated. The Agreement may be terminated by either Party. However, the Parties further agree that **Customer** shall give **Sorko** thirty (30) days advance written notice of **Customer's** termination of this water management Agreement. Such written notice may be delivered in person, by email, or at the offices of Sorko.



Sorko
SERVICES

Water Management Agreement

- Excavator
- Weed boat/Tank 69
- Skid Steer
- Dump Trailer
- Grapple Service (Est, loads _____)
- Hand Work Only
- Barge
- Permits Needed _____

2300 W. Airport Blvd.
Sanford, FL 32771
Phone: 407-878-4492
Email: info@sorkoservices.com
www.sorkoservices.com

This Agreement is made this day between **Sorko Services** (hereinafter "Sorko") and Brighton Lakes CDD (hereinafter "Customer") for services to be provided at:

Street Address: 4250 Brighton Lakes BLVD
City: Kissimmee, FL, (Zip) 34746
Cell#: 754-399-8440 Home#: _____ Gate Code#: _____

The parties hereto agree to follows: Lake Name Retention Ponds Lake Acreage 52.5 Acres Lake Front Linear _____
Sorko Services agrees to control noxious aquatic weeds and algae in the body of water noted below. Control of the weeds and algae may take anywhere from 1 to 3 months to get control. Each body of water is different and will take different amounts of time to get control based on the infestation of weeds and algae. Monthly treatment of retention ponds thought the HOA for emergent grasses, algae and select submerged vegetation.
This quote does not including treatment of submerged Hydrilla, Eel Grass, and Illinois pondweed in any of the ponds

Monthly service agreement

Monthly service for aquatic lake and pond management for the above referenced lakes or ponds will be due monthly plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

CUSTOMER agrees to pay Sorko Services, its agents or assigns, the following sum for specified aquatic management services:

- | | |
|---|---|
| 1. Underwater and Floating Vegetation, Shoreline Grass and Brush Control Program
(Email Monthly Service Reports & Free Call-Back Services) | \$ 4000 _____ Initial Service |
| | \$ 3500 _____ Monthly Service Initials _____ |
| <i>**Hydrilla & Illinois Pond Weed not included in regular monthly/bimonthly services. Control of Hydrilla & Illinois Pond Weed will require a separate treatment and additional charges apply.**</i> | |
| 2. Mechanical Removal <i>*Prices are only valid for 30 days due to active plant growth.</i> | \$ _____ |
| <i>**Follow up to remove or trim aquatic vegetation after initial mechanical removal due to water fluctuation or uncontrollable conditions, will be \$ _____ per hour, plus dump fees.**</i> | |
| 3. Permit/Administration Fee: | \$ _____ |
| 4. Revegetation: See Graph # Plants per _____ | \$ _____ |
| 5. One Time Treatment: _____ | \$ _____ |
| 6. Fish Stocking: Grass Carp need FWC approval | \$ _____ |
| 7. _____ | \$ _____ |
| | Total Deposit Due \$ _____ |
| | Total Service \$ _____ |

Payment Options: Customer may pay for services with a credit card, debit card, ACH or check. Location # _____
Card Number: _____ Name on Card: _____
Exp Date: _____ 3 Digit Security Code: _____ Billing Address: _____
Accounting Number: _____ Street: _____
Routing Number: _____ City: Kissimmee, Fl. Zip: _____

*****ACH/Credit Card Autopay mandatory for all maintenance services*****

Customer Signature Customer agrees to Autopay charges.

Customer Signature Customer agrees "Sorko Services" is not responsible or liable for any damaged turf (concrete, pavers, driveways, walkways, etc.).

Sorko Services agrees to commence service within 14 days, weather permitting, from the date of receipt of this Agreement and/or required governmental permits. This agreement will automatically renew month to month unless either party cancels this agreement with a 30-day written notice.

Customer Signature
Matthew Harris
Employee Signature
10/11/2023
Date

Printed Name
Matt Harris
Printed Name
gabriel.mena@infiemark.com
E-Mail

Digitally signed by Matthew Harris
Date: 2023.10.11 16:05:16 -0400

GENERAL TERMS AND CONDITIONS

1. THE UNDERWATER AND FLOATING VEGETATION CONTROL PROGRAM WILL BE CONDUCTED IN A MANNER CONSISTENT WITH GOOD WATER MANAGEMENT PRACTICES USING THE FOLLOWING METHODS AND TECHNIQUES WHEN APPLICABLE:

- a. Periodic treatments to maintain control of noxious submersed, floating and immersed aquatic vegetation and algae, which include, but shall not be limited to: hydrilla, naiad, algae, bladderwort, water hyacinth, water lettuce and duckweed. Customer acknowledges and agrees that some vegetation may be beneficial and necessary in a body of water to maintain a balanced aquatic ecological system.
- b. When deemed necessary by Sorko and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain the ecological balance of the aquatic system.
- c. Determination of dissolved oxygen levels prior to treatment, as deemed necessary and advisable, to ensure that oxygen level is high enough to allow safe treatment. Additional water and/or bacteriological analysis may be performed as necessary to ensure the success of the water management program.
- d. If applicable, only one-half or less of the entire body of water may be treated at any one time to ensure the safety of fish and other aquatic life. Notwithstanding the above, Sorko shall not be liable for the loss of any exotic or non-native fish or vegetation.
- e. Customer acknowledges and agrees that for maximum effectiveness and environmental safety, materials used by Sorko will not exceed maximum label recommendations.
- f. If the services include triploid grass carp, stocking will be performed at stocking rates determined by Sorko, within Florida Fish and Wildlife Conservation Commission permit guidelines.
- g. Customer agrees to provide adequate boat access. Failure to consistently provide such adequate access may necessitate the renegotiation or termination of this Agreement.
- h. Depending on the species, materials used and environmental factors it may take up to 90 days to establish control of weeds and algae.

2. UNDER THE SHORELINE GRASS AND BRUSH CONTROL PROGRAM,

Sorko will treat border vegetation to the water's edge including, but not limited to, torpedo grass, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Depending on the species and environmental conditions it may take several months or longer for full effectiveness of the treatments to be reached. Customer is solely responsible for any desired cutting or removal of such vegetation.

3. Customer agrees to inform Sorko in writing, via email to info@sorkoservices.com if any lake or pond areas have been or are scheduled to be mitigated. For the purposes of this Agreement, mitigation shall mean planting with required or beneficial vegetation. Sorko assumes no responsibility and shall be held harmless for any damage to aquatic plants if Customer fails to provide such notice in a timely manner. Emergent weed control may not be performed within either new or existing mitigated areas, unless specifically agreed to by a separate agreement by and between Customer and Sorko. Customer shall notify Sorko in writing to the above email address of any conditions which may affect the scope of work and Customer shall be solely responsible for any costs or expenses that arise out of or are related to such conditions.

4. If, during the term of this Agreement Customer has concerns or questions regarding the performance of Sorko in the fulfillment of its obligations hereunder, Customer shall inform Sorko in writing, via certified mail, return receipt requested, stating with specificity all reasons for Customer's dissatisfaction. Sorko shall have at least 60 days to investigate and attempt to address all concerns. If, after 60 days from giving the original notice, Sorko was not able to address the concerns, Customer shall have the right to terminate this Agreement by providing notice of such in writing, via certified mail, return receipt requested, together with full payment of all amounts outstanding at the time of termination.

5. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. Sorko shall notify Customer verbally of any such restrictions and/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. Customer is solely responsible for observing any and all restrictions. Customer acknowledges and agrees that Sorko does not assume any liability, and shall be held harmless, for the failure of any party to be notified of, or observe, any applicable regulations and restrictions.

6. Sorko shall maintain any necessary insurances at such limits in accordance with best practices in the industry. A certificate of insurance can be provided upon request. Customer shall be responsible for any costs associated with insurance requirements above and beyond that provided by Sorko.

7. Should Sorko be prohibited, restricted or otherwise prevented or impaired from rendering the specified services by any condition or regulation, Sorko shall notify Customer of said condition/regulation and of the excess direct costs arising therefrom. Customer shall have 30 days after receipt of said notice to notify Sorko in writing of any inability to comply with the excess direct costs as requested by Sorko, in which case Sorko shall be released from any and all obligations under this Agreement and Customer shall promptly tender payment to Sorko for all amounts due under this Agreement.

8. Customer warrants that s/he is authorized to execute the Water Management Agreement on behalf of the riparian owner.

9. Customer understands that, for convenience, the annual contract amounts has been amortized over a twelve (12) month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. Any outstanding amounts shall be subject to a late fee of 15% annually for past due balances and/or cancellation of the Agreement. Should Sorko be required to engage counsel to enforce any of its right under this Agreement, Customer shall be responsible for any such costs and expenses.

10. Sorko agrees to hold Customer harmless for any loss, damage or claims arising out of the sole negligence of Sorko. However, in no event shall Sorko be liable to Customer, or any third party, for any indirect, special or consequential damages resulting from any cause whatsoever. In no event shall Sorko's liability to Customer exceed the amounts paid to Sorko by Customer in the preceding 12 months.

11. This Agreement shall automatically renew for a period equal to its original term unless terminated by either party upon written notice no later than 60 days prior to the expiration of the then existing term. Sorko may adjust the monthly charge upon 30 days prior written notice following the original term.

12. This Agreement shall not be assigned by the Customer without the prior written consent of the Sorko. Sorko shall have the right to assign this Agreement.

13. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alternations or modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Customer and Sorko.

14. TERMINATION

The Parties agree that this Agreement is a monthly service agreement that continues from month to month until terminated. The Agreement may be terminated by either Party. However, the Parties further agree that **Customer** shall give **Sorko** thirty (30) days advance written notice of **Customer's** termination of this water management Agreement. Such written notice may be delivered in person, by email, or at the offices of Sorko.



MALCOM THOMPSON COUNTY, DATE 05/31/2012 09:33:39 AM
FILE # 2012082018 BK 4276 Pgs 2238 - 2247; (10 Pgs) REC FEES \$86.50
DEED DOC \$0.00 , MTG DOC \$0.00 , INTANGIBLE \$0.00

**This space reserved for use by the Clerk of
the Circuit Court**

**This instrument prepared by
and return to:**

**Brighton Lakes Community Development District
c/o Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301**

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors¹
Brighton Lakes Community Development District

Michele Incandela
Chairperson

Dolores Pieters
Assistant Secretary

Tom Mihalic
Vice Chairperson

Jennifer Rice Palmer
Assistant Secretary

John McGrath
Assistant Secretary

Severn Trent Services
District Manager
610 Sycamore Street, Suite 140
Celebration, Florida 34747
(407) 566-1935

District records are on file at the above address, and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of May 1, 2012. For a current list of Board Members, please contact the District Manager.

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**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Brighton Lakes Community Development District (the “District”) and the assessments, fees and charges that have been levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

The District is here to serve the needs of the community and we encourage your participation in District activities. Pursuant to section 190.009, Florida Statutes, a copy of this document will be available for inspection in the Official Records of Osceola County, Florida.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, and established by Ordinance No. 00-09 adopted by the Board of County Commissioners of Osceola County, Florida, and effective on April 12, 2000. The District currently encompasses approximately four hundred ninety-two (492) acres of land located entirely within the boundaries of unincorporated Osceola County, Florida. The legal description of the District’s boundary is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (the “Board”), the members of which must be residents of the State of Florida (“State”) and citizens of the United States. Initially, the Supervisors were designated in the petition seeking establishment of the District. Within ninety (90) days thereafter, the Supervisors were required to be elected on an at-large basis by the owners of the property within the District. Each landowner was entitled to one (1) vote for each acre of land owned by him or her and located within the District (with fractions thereof rounded upward to the nearest whole number). The two (2) Supervisor candidates receiving the highest number of votes were elected to four (4) year terms, with the three (3) Supervisor candidates receiving the next-largest number of votes receiving two (2) year terms. Thereafter, every two (2) years as terms expired, Supervisors were elected by landowners within the District.

Commencing six (6) years after the initial appointment of Supervisors and once the District attained a minimum of two hundred and fifty (250) qualified electors; the positions of

two (2) Supervisors whose terms were expiring were filled by qualified electors of the District, and were elected by the qualified electors of the District for four (4) year terms. A “qualified elector” in this instance is a registered voter who is a resident of the District and the State and a citizen of the United States. The remaining Supervisor whose term was expiring was elected for a four (4) year term by the landowners within the District and was not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and will be elected by qualified electors and serve four (4) year terms with staggered expiration dates. All of the District’s supervisors are now elected by qualified electors.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately four hundred ninety-two (492) acres lying within a Master Planned Unit Development known as Brighton Lakes. The public infrastructure necessary to support development within Brighton Lakes included, but was not limited to, the following: onsite roadways, stormwater management and related facilities, water and sewer improvements, security facilities and recreational facilities (the “Capital Improvement Program”).

Design, construction and/or acquisition of the Capital Improvement Program were funded in part by the District’s sale of bonds. On August 7, 2000, the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$30,000,000 in Special Assessment Bonds for infrastructure needs of the District. On September 29, 2000, the District issued its first series of bonds for purposes of financing design, construction and acquisition costs of Phase I infrastructure improvements. On that date, the District issued Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2000A, in the amount of \$3,360,000 (the “Series 2000A Bonds”) and Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2000B, in the amount of \$10,760,000 (the “Series 2000B Bonds” and, together with the Series 2000A Bonds, the “Series 2000 Bonds”). Proceeds of the Series 2000 Bonds were used to fund approximately \$11,758,065.36 of the cost to design, construct and/or acquire Phase I of the Capital Improvement Program. The Series 2000A Bonds have since been refunded (the “Refunded Series 2002A Bonds”), and the Series 2000B Bonds have since been redeemed.

On August 26, 2004, the District issued Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2004A, in the amount of \$3,325,000 (the “Series 2004A Bonds”) for purposes of financing a portion of the construction and acquisition costs of Phase II infrastructure improvements. Proceeds of the Series 2004A

Bonds were used to fund approximately \$2,743,246.08 of the cost to design, construct and and acquire Phase II of the Capital Improvement Program.

On August 29, 2007, the District issued Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2007 (the “Series 2007 Bonds,” and together with the Series 2000 Bonds, the “Original Bonds”), in the amount of \$3,165,000. The proceeds of the Series 2007 Bonds were issued in order to provide funds (1) for the advance refunding and defeasance of the Refunded Series 2000A Bonds, and (2) to pay the Costs of Issuance of the Series 2007 Bonds.

The Capital Improvements Program funded with proceeds of the Original Bonds is further described in the *Engineer’s Report*, dated September 2000 (“Master Engineer’s Report”), as supplemented in an *Engineer’s Report* dated February 25, 2004, (“Supplemental Engineer’s Report” and, together with the Master Engineer’s Report, the “Improvement Plan”). Copies of the Improvement Plan are available for review in the District’s public records.

Onsite Roadways

In accordance with the Improvement Plan, the District designed, permitted, constructed and/or acquired a series of roadway improvements within the boundaries of the District. Brighton Lakes Boulevard, the primary access roadway extending from Pleasant Hill Road, and internal roads to the individual residential pods have been constructed and/or acquired by the District with proceeds from the Original Bonds. All roadways have been retained by the District for ownership and maintenance.

In addition, the District has planned, constructed, and/or installed entrance features, signage and landscape improvements at the entrance to the District as well as the entrances to individual residential parcels accessing Brighton Lakes Boulevard. The District also owns and maintains these improvements.

Stormwater Management and Related Facilities

Pursuant to the Improvement Plan and an agreement with the South Florida Water Management District and Osceola County, the District designed, constructed and/or acquired District-wide stormwater infrastructure consisting of naturally occurring wetlands, treatment ponds, stormwater collection and outfall systems such as curb inlets, pipe culverts, control structures, and appurtenances thereto.

Construction and/or acquisition of the stormwater management improvements has been completed. The District owns, operates and maintains these improvements.

Water and Sewer Improvements

The District designed, permitted, constructed, installed and/or acquired sanitary sewer and water distribution infrastructure. Water and sewer service is provided by the Tohopekaliga

Water Authority (“TWA”). Sewer infrastructure consists of 8 and 10-inch gravity sewer lines, with manholes, single and double service laterals, a pumping station and a 6 inch sanitary forcemain with a connection to an existing gravity manhole at the south end of Brighton Lakes Boulevard.

The District’s water distribution system consists of water mains with appurtenant valves, fire hydrants, fittings, cul-de-sac loops and other appurtenances.

All of the improvements described in this section are completed. The District has conveyed the improvements to TWA for ownership, operation and maintenance.

Recreational Improvements

The District designed, constructed and/or acquired two (2) types of recreational improvements within the boundaries of the District. The first type of recreational improvement constructed or acquired by the District includes a series of active and passive neighborhood parks scattered throughout the District, including an active recreation area located at the south end of Brighton Lakes Boulevard, which includes a playground, sitting areas, an open play field and landscaping.

The second recreational improvement constructed by the District is the recreational and community center (“Amenity Facility”). The Amenity Facility is a multi-use recreation facility located on Brighton Lakes Boulevard in Phase I of the project. The Amenity Facility is approximately 3,000 square feet with a fitness room, a meeting room, kitchen, restrooms, storage, and large lanai. Additionally, the recreation area around the Amenity Facility includes a swimming pool, a children’s pool, tennis courts, basketball courts, a tot lot, and extensive landscaping.

Construction of these improvements is complete. The District owns, operates and maintains the recreational improvements.

Assessments, Fees, and Charges

Design, construction and/or acquisition of the Capital Improvement Program identified in the Improvement Plan were financed by the District through the sale of its Original Bonds. The amortization schedules for the Series 2004A Bonds and Series 2007 Bonds are available in the District’s public records. The annual debt service obligations of the District are defrayed by annual special assessments on benefiting property. Copies of the District’s *Special Assessment Allocation Report* and the *Supplemental Special Assessment Allocation Report*, dated August 25, 2004, and September 13, 2007, respectively, are available for review in the District’s public records.

The Series 2004 Bonds and the Series 2007 Bonds and associated interest, are payable from and secured by non-ad valorem special assessments against those lands within the District that benefit from the design, construction and/or acquisition of the District’s Capital

Improvement Program (“Debt Assessments”). The Debt Assessments on lots are billed in the same manner as are county ad valorem taxes. The Debt Assessments are levied in accordance with the above referenced methodology reports and represent an allocation of the costs of the Capital Improvement Program to those lands within the District benefiting thereby.

The Debt Assessments described above exclude any operations and maintenance assessments which may be determined and calculated annually by the Board against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees and charges is available for public inspection upon request.

The assessment allocations for the Series 2004A Bonds and Series 2007 Bonds are included below.

**Series 2004A Bonds
Allocation Methodology²**

Parcel	Per Unit EAU	Total EAUs	% of EAUs	Units	Product Type Total Principal	Product Type Annual Assessment ³	Per Unit Total Principal	Per Unit Annual Assessment ⁴
H	1.00	100.00	29.94%	100	\$995,509	\$76,240	\$9,955	\$762
I	1.00	84.00	25.15%	84	\$836,228	\$64,042	\$9,955	\$762
J	1.00	150.00	44.91%	150	\$1,493,263	\$114,360	\$9,955	\$762
TOTAL		334.00	100.00%	334	\$3,325,000	\$254,642		

Series 2007 Bonds Allocation Methodology⁵

Parcel	Per Unit EAU	Total EAUs	% of EAUs	Units ⁶	Product Type Total Principal	Product Type Annual Assessment ⁷	Per Unit Total Principal	Per Unit Annual Assessment ⁸
SF 65'	1.00	244.00	53.14%	244	\$1,681,751	\$137,637	\$6,892	\$564
SF 85'	1.20	193.20	42.07%	161	\$1,331,616	\$108,982	\$8,271	\$677
1/3 Acre	2.00	14.00	3.05%	7	\$96,494	\$7,897	\$13,785	\$1,128
1/2 Acre	2.00	8.00	1.74%	4	\$55,139	\$4,513	\$13,785	\$1,128
TOTAL		459.20	100.00%	416	\$3,165,000	\$259,029		

² Allocation of total bond principal based on Equivalent Assessment Units (“EAU”). Individual principal and assessments calculated on a per unit basis.

³ Includes principal, interest and collection costs.

⁴ Includes principal, interest and collection costs.

⁵ Allocation of total bond principal based on Equivalent Assessment Units (“EAU”). Individual principal and assessments calculated on a per unit basis.

⁶ The par amount of assessment allocated for one unit was prepaid in full on April 2004.

⁷ Includes principal, interest and collection costs.

⁸ Includes principal, interest and collection costs.

Method of Collection

The District's benefit and maintenance assessments may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and will be collected by the county tax collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of new communities. If you have questions or would simply like additional information about the District, please write to: District Manager, Brighton Lakes Community Development District, 610 Sycamore Street, Suite 140, Celebration, Florida 34747, or call (407) 566-1935.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Brighton Lakes Community Development District has been executed as of the 17 day of May, 2011, and recorded in the Official Records of Osceola County, Florida.

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson/Vice Chairperson

Dolores Pieters
Witness

DOLORES PIETERS
Print Name

John McGrath
Witness

John McGrath
Print Name

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 17 day of MAY, 2011, by MICHELL WOODRICK of the Brighton Lakes Community Development District, who [] is personally known to me or who [] has produced as identification, and did not take the oath.

[Signature]
Notary Public, State of Florida
Print Name:

Commission No.: _____
My Commission Expires _____

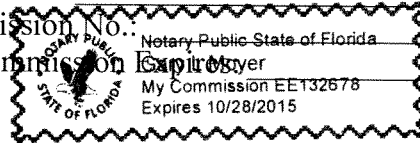


EXHIBIT A

ALL OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 29 EAST, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTH 1/2 OF THE SOUTH 1/2 AND LESS THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 18; TOGETHER WITH ALL THAT PART OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 29 EAST, LYING WEST OF STATE ROAD NO. 531, LESS THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, LYING AND BEING IN OSCEOLA COUNTY, FLORIDA.

LESS THAT PORTION CONVEYED TO OSCEOLA COUNTY FOR RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(Parcel 156A)

A PORTION OF THE NW 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID NW 1/4 (A 4"x4" C.M. AS NOW EXISTS) RUN N 00°43'07" W, ALONG THE WEST LINE OF SAID NW 1/4 FOR 1332.47 FT. TO A POINT ON THE SOUTH LINE OF THE N 1/2 OF SAID NW 1/4 BY PINE RIDGE ESTATES, UNIT 3, AS RECORDED IN PLAT BOOK 4, PAGE 156 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN THENCE N 89°46'57" E, ALONG SAID SOUTH LINE, 659.97 FT. TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF PLEASANT HILL ROAD (COUNTY ROAD NO. 531); RUN THENCE S 26°21'31" W, ALONG EXISTING RIGHT OF WAY LINE, 510.51 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING S 26°21'31" W, ALONG SAID EXISTING WEST RIGHT OF WAY LINE, 249.99 FT.; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE, RUN N 63°38'29" W, 14.04 FT.; RUN THENCE N 26°21'02" E, 350.00 FT.; RUN THENCE S 18°20'30" W, 101.01 FT. TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE, PLEASANT HILL ROAD (COUNTY ROAD NO. 531) AND THE POINT OF BEGINNING.

SUBJECT TO ROAD RIGHT OF WAY AND A PERPETUAL EASEMENT AS RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE EAST 30.00 FEET OF THE NORTH 30.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 29 EAST ALL LYING AND BEING IN OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THE SOUTH 1/2 OF THE SOUTH 1/2 AND THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 29 EAST, LYING WEST OF THE WEST LINE OF THE PLAT OF "THE ALAMO ESTATES, UNIT TWO" AS RECORDED IN PLAT BOOK 4, PAGE 71 PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; ALSO, THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 29 EAST, AND THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 29 EAST, ALL LYING AND BEING IN OSCEOLA COUNTY, FLORIDA;

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS THE WEST 720.00 FEET OF THE SOUTH 605.00 FEET THEREOF; AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, IN SECTION 19, TOWNSHIP 26 SOUTH, RANGE 29 EAST, ALL LYING AND BEING IN OSCEOLA COUNTY, FLORIDA, LESS ANY PORTION OF THE FOUNTAINS ON PLEASANT HILL ROAD, UNIT ONE, AS FILED AND RECORDED IN PLAT BOOK 5, PAGES 35 - 36 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, CONTAINED THEREIN.

CONTAINING 492.16 ACRES +/-

This instrument was prepared by:

Tucker F. Mackie, Esq.
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCE¹

The Brighton Lakes Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 00-09, which was enacted by the Board of County Commissioners of Osceola County, Florida, and which became effective on April 12, 2000. The District currently encompasses approximately 492 acres of land located entirely within Osceola County, Florida (“**County**”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which are initially elected by landowners within the District and must be at least eighteen (18) years of age, a resident of the State and a citizen of the United States. Upon the later of six (6) years after the District’s establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

¹ This *Amended & Restated Disclosure of Public Finance* amends and restates that certain *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Brighton Lakes Community Development District* recorded in Osceola County Official Records Book 4276, Page 2238.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

For more information about the District, please visit: <http://brightonlakescdd.org>. Alternatively, please contact the District's Manager, c/o Inframark, IMS, 313 Campus Street, Celebration, Florida 34747, telephone 407-566-1935 ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct onsite roadways, stormwater management and related facilities, water and sewer improvements, security facilities, recreational facilities and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On August 7, 2000, the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Osceola County, entered a Final Judgment validating the District's ability to issue not to exceed \$30,000,000 in Special Assessment Bonds for infrastructure needs of the District.

The District's Capital Improvement Program funded with proceeds of the bonds is further described in the *Engineer's Report*, dated September 2000 ("**Master Engineer's Report**"), as supplemented. Copies of the Master Engineer's Report and all supplemental reports thereto are available for review in the District's public records.

Bonds & Assessments

Refunded or Redeemed Bonds – History

On September 29, 2000, the District issued its first series of bonds: the Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2000A, in the amount of \$3,360,000 (the "**Series 2000A Bonds**") and Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2000B, in the amount of \$10,760,000 (the "**Series 2000B Bonds**") and, together with the Series 2000A Bonds, the "**Series 2000 Bonds**"). Proceeds of the Series 2000 Bonds were used to fund approximately \$11,758,065.36 of the cost to design, construct and/or acquire Phase I infrastructure improvements within the Capital Improvement Program (the "**Series 2000 Project**"). The Series 2000A Bonds have since been refunded by the issuance of the Series 2007 Note (hereinafter defined), and the Series 2000B Bonds have since been redeemed.

On August 26, 2004, the District issued Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2004A, in the amount of \$3,325,000 (the "**Series 2004A**"),

Bonds”). Proceeds of the Series 2004A Bonds were used to fund approximately \$2,743,246.08 of the cost to design, construct and acquire Phase II of the Capital Improvement Program (the “**Series 2004A Project**”). The Series 2004A Bonds have since been refunded by the issuance of the Series 2015 Bonds (hereinafter defined).

On August 29, 2007, the District issued Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2007 (the “**Series 2007 Bonds**,” and with the Series 2000 Bonds, the “**Original Bonds**”), in the amount of \$3,165,000. Proceeds of the Series 2007 Bonds were used to fund for the advance refunding and defeasance of the outstanding Series 2000A Bonds. The Series 2007 Bonds have since been refunded by the issuance of the Series 2017 Note (hereinafter defined).

On December 18, 2015, the District issued Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2015 (the “**Series 2015 Bonds**”), in the amount of \$2,670,000. Proceeds of the Series 2015 Bonds were used to refund and retire the outstanding Series 2004A Bonds. The Series 2015 Bonds have since been refunded by the issuance of the Series 2022-2 Note (hereinafter defined).

Outstanding Bonds (as of the date hereof)

On September 12, 2017, the District issued Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Revenue Refunding Note, Series 2017 (the “**Series 2017 Note**”), in the amount of \$2,327,000. The Series 2017 Note was issued for the purpose of the payment and defeasance of the outstanding Series 2007 Bonds. The Series 2017 Note is secured by special assessments (the “**Series 2017 Assessments**”) levied and imposed on property specially benefitted by the Series 2000 Project, as described in the *Series 2007 Special Assessment Allocation Report* dated August 23, 2007, as supplemented by the *Supplemental Assessment Allocation Report* dated September 7, 2017. As discussed above, the Series 2017 Note refunded the Original Bonds. Accordingly, the Series 2017 Assessments are levied and imposed on the same respective parcels of property encumbered by the assessments securing the Original Bonds. The Series 2017 Assessments replaced and superseded the assessments that secured the Original Bonds.

On March 8, 2022, the District issued Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Bond, Series 2022-1 (Roadway Resurfacing Project) (the “**Series 2022-1 Bond**”), in the amount of \$3,925,000, and its Brighton Lakes Community Development District (Osceola County, Florida) Special Assessment Refunding Bond, Series 2022-2 (the “**Series 2022-2 Bond**,” and together with the Series 2022-1 Bond, the “**Series 2022 Bond**”), in the amount of \$1,963,000. The Series 2022-1 Bond was issued to finance all or a portion of the Cost of the Roadway Surfacing Project, as such project is defined and described in the *Supplemental Engineer’s Report for Roadway Repaving Improvements*, dated December 6, 2021 (the “**2022 Supplemental Engineer’s Report**”). The Series 2022-2 Bond was issued to refund and redeem all of the outstanding Series 2015 Bonds.

The Series 2022-1 Bond is secured by special assessments (the “**Series 2022-1 Assessments**”) levied and imposed on property specially benefitted by the Roadway Resurfacing Project, as described in the *Master Special Assessment Allocation Report, Special Assessment Bond, Series 2022*, dated January 25, 2022 (the “**Master 2022 Assessment Report**”), as supplemented by the *Supplemental Special*

Assessment Allocation Report, Special Assessment Bond, Series 2022-1 (Roadway Resurfacing Project), dated March 3, 2022 (the “**Series 2022-1 Assessment Report**”).

The Series 2022-2 Bond is secured by special assessments (the “**Series 2022-2 Assessments**,” and together with the Series 2022-1 Assessments, the “**Series 2022 Assessments**”) levied and imposed on property specially benefitted by the Series 2004A Project, as described in the Master 2022 Assessment Report and supplemented by the *Supplemental Special Assessment Allocation Report, Special Assessment Refunding Bond, Series 2022-2*, dated March 3, 2022 (the “**Series 2022-2 Assessment Report**,” and together with the Master 2022 Assessment Report and the Series 2022-1 Assessment Report, the “**2022 Assessment Report**”). As discussed above, the Series 2022-2 Bond refunded the Series 2015 Bonds. Accordingly, the Series 2022-2 Assessments are levied and imposed on the same respective parcels of property encumbered by the assessments securing the Series 2015 Bonds. The Series 2022-2 Assessments replaced and superseded the assessments that secured the Series 2015 Bonds.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. For further information, please contact the District’s Manager at Inframark, IMS, 313 Campus Street, Celebration, Florida 34747, telephone 407-566-1935.

Operation and Maintenance Assessments

In addition to the Series 2017 Assessments and the Series 2022 Assessments, the District also imposes on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled “non-ad valorem assessments,” which would then be collected by the Osceola County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

For more information, please visit: <http://brightonlakescdd.org>. Additionally, a detailed description of all of the District’s assessments, as well as copies of the engineer’s reports, assessment reports, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o Inframark, IMS, 313 Campus Street, Celebration, Florida 34747, telephone 407-566-1935. Please note that changes to the District’s capital improvement

plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of the ___ day of November, 2023.

WITNESS

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____ of BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A

ALL OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 29 EAST, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTH 1/2 OF THE SOUTH 1/2 AND LESS THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 18; TOGETHER WITH ALL THAT PART OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 29 EAST, LYING WEST OF STATE ROAD NO. 531, LESS THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, LYING AND BEING IN OSCEOLA COUNTY, FLORIDA.

LESS THAT PORTION CONVEYED TO OSCEOLA COUNTY FOR RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(Parcel 156A)

A PORTION OF THE NW 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID NW 1/4 (A 4"x4" C.M. AS NOW EXISTS) RUN N 00°43'07" W, ALONG THE WEST LINE OF SAID NW 1/4 FOR 1332.47 FT. TO A POINT ON THE SOUTH LINE OF THE N 1/2 OF SAID NW 1/4 BY PINE RIDGE ESTATES, UNIT 3, AS RECORDED IN PLAT BOOK 4, PAGE 156 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN THENCE N 89°46'57" E, ALONG SAID SOUTH LINE, 659.97 FT. TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF PLEASANT HILL ROAD (COUNTY ROAD NO. 531); RUN THENCE S 26°21'31" W, ALONG EXISTING RIGHT OF WAY LINE, 510.51 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING S 26°21'31" W, ALONG SAID EXISTING WEST RIGHT OF WAY LINE, 249.99 FT.; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE, RUN N 63°38'29" W, 14.04 FT.; RUN THENCE N 26°21'02" E, 350.00 FT.; RUN THENCE S 18°20'30" W, 101.01 FT. TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE, PLEASANT HILL ROAD (COUNTY ROAD NO. 531) AND THE POINT OF BEGINNING.

SUBJECT TO ROAD RIGHT OF WAY AND A PERPETUAL EASEMENT AS RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE EAST 30.00 FEET OF THE NORTH 30.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 29 EAST ALL LYING AND BEING IN OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THE SOUTH 1/2 OF THE SOUTH 1/2 AND THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 29 EAST, LYING WEST OF THE WEST LINE OF THE PLAT OF "THE ALAMO ESTATES, UNIT TWO" AS RECORDED IN PLAT BOOK 4, PAGE 71 PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; ALSO, THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 29 EAST, AND THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 29 EAST, ALL LYING AND BEING IN OSCEOLA COUNTY, FLORIDA;

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS THE WEST 720.00 FEET OF THE SOUTH 605.00 FEET THEREOF; AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, IN SECTION 19, TOWNSHIP 26 SOUTH, RANGE 29 EAST, ALL LYING AND BEING IN OSCEOLA COUNTY, FLORIDA, LESS ANY PORTION OF THE FOUNTAINS ON PLEASANT HILL ROAD, UNIT ONE, AS FILED AND RECORDED IN PLAT BOOK 5, PAGES 35 - 36 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, CONTAINED THEREIN.

CONTAINING 492.16 ACRES +/-

**BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 09/30/23

The Board hereby assigns the FY 2023 Reserves as follows:

	<u>FY2023</u>
Operating Reserves	\$ 240,549
Reserves - Capital Projects	732,771
Reserves - Clubhouse	31,865
Reserves - Field	91,995
Reserves - Landscape	190,967
Reserves - Recreation Facilities	101,817
Reserves - Roadways	350,094
Total Assigned Reserves	<u>\$ 1,740,058</u>



License # B1700193
600 N Thacker Ave.
Suite D35,
Kissimmee, FL 34741
888-883-5877

CONTRACT and AGREEMENT for SECURITY SERVICES

This Agreement for Security Services (the “Agreement”) is made by and between representants of Brighton Lakes Community Development (hereinafter the “Client”), and Magnosec, Corp, a Florida Corporation, with its principal office located at 600 North Thacker Ave, Suite D35, Kissimmee, FL 34741, FL State License # B1700193, (hereinafter the “Company”).

WHEREAS, the Client finds that the Company is willing to perform certain security related tasks hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be a benefit to Client’s community.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES

1.1 Services to Client. The Company shall provide Security Services (“Services”) to the Client for a Twelve (12) months term. Services to be provided to client are more specifically identified below and in line with the Proposal for Services:

- A) Company's officers will provide security to Client to deter crime, nuisance and disorder, and ensure a safe and pleasant environment for all of the residents, owners and guests in the communal area; and
- B) Company will work with the Client's representatives to ensure that all applicable Federal, State and local By-Laws are upheld in a fair and even manner with any breaches being reported in an appropriate and timely fashion; and
- C) Company will assist and cooperate with any Law Enforcement or other Emergency Service personnel as necessary, offering their services as a point of contact if required; and
- D) Company's officers will make physical on foot inspections of the facilities ensuring that these areas are being used appropriately, to deter criminal activity and are free from damage; and
- E) Company's officers will secure/lock the facilities, as so required, as part of their patrol duties; and
- F) Company will work with the Client to ensure that, as requested and appropriate, recorded deed restrictions and Board adopted rules and regulations are adhered to and if necessary, will gather photographic evidence, and advise residents as to appropriate compliance; and
- G) The on-duty security officer will bring any issues deemed serious to the immediate attention of the appropriate Client representative, including urgent maintenance issues such as inoperative lights, water leaks etc.; and
- H) Company and its staff will undertake any other lawful requests made by the Client within its remit as a private security provider; and
- I) All scheduled security services will be personally managed and directed by Mr. Lemuel Rivera or designated member; and
- J) Company shall provide Client with a toll-free telephone number to enable contact with Mr. Lemuel Rivera or a designated member of staff 24 hours per day, 365 days per year; and
- K) Company will provide a professional and courteous security officer to patrol the community facilities. All personnel will wear a corporate uniform and name badge; and
- L) Company will provide an unarmed uniformed security officer for 56 hours per calendar week.

M) Company will provide a \$1,000,000 General Liabilities Insurance, and \$1,000,000 Workers Compensation Insurance.

2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Company will be compensated as follows:
Company will invoice the Client every two-week based on the contracted hours at a rate of \$21.00 per hour inclusive of all fees, insurances, and services. Sales tax isn't included.

What else is included for the same price? (**Over \$10,000 discounted every year!**)

- 24/7 Customer Service & Supervision
- Supervisor Roving Patrol in the area with Security Lights On (\$35 per hour + taxes waived)
- On the Job Training to our Security Officers
- Employee Performance Tracking System through Checkpoints, GPS & Geo-fence Alert
- Security Online Platform Reporting Set Up (\$250.00 waived)
- Real-Time Security Online Platform: Includes guard management system, reporting, post order compliance with workflow, and smartphone (\$199.00 a month + taxes waived)
- Editor Manager to review the reports and admin fee (\$1 per hour + taxes waived)
- Daily / Weekly / Monthly / Quarterly / Yearly incident reports
- Direct access to the owner as a deeper service for faster response
- Security Advice: When security challenges are in line, the proper advice of a former law enforcement and security instructor can be decisive to mitigate real situations - **Priceless**
- MagnoSec guarantees the service, or you don't pay

Designated Public Holidays (New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day) will be invoiced at the rate of 1.5 (one and one half) of the regular contracted hourly rate.

Invoiced services are to be paid within 15 days of receipt.

3. CHANGES

Client may, with the approval of the Company, issue written directions of any services to be ordered. Such changes (the "Change Order") may be for additional work, but no change will be allowed unless agreed by the Company in writing. Change requests are for additional work that may be submitted on Client Letterhead signed by an authorized representative of the Client who is able to enter into a binding agreement with the Company. If there's an emergency extra service requested, not part of the shifts already established are not guaranteed, but we will do our best to assist, and it will be invoiced at the rate of 1.5 (one and one half) of the regular contracted hourly rate.

4. LICENSING

All security officers employed by Company are fully trained and maintain a Class D Security License issued by the Florida State Department in accordance with Florida State Statute Chapter #493. Company shall maintain all licenses as may be required by law for the providing of Company services, which shall also include any required business or operational licenses.

5. DAMAGE TO CLIENT PROPERTY

Company shall be solely responsible for the repair of any and all damage caused by Company in performance of its duties hereunder or otherwise. Repairs shall be made promptly in a manner acceptable to the Client. Company will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to, the prevention of damage, injury or loss to all persons who may be affected by the performance of its operations, including its own employees.

6. MISCELLANEOUS

6.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to in Client's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. A 5% late fee will be applied monthly after 30 days due, without exceeding the annually rate established by Florida law. Unless Client provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Client may partially or totally suspend its performance while awaiting assurances, without Liability to Client.

6.2 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including and such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver. Waiver of breach of this Agreement by either party shall not be considered a waiver of any subsequent breach.

6.4 Independent Contractor. Company shall perform all services solely as an independent contractor and shall not be considered an employee of the Client or under Client's supervision or control. This Agreement is not intended, and shall not be construed, to create a relationship of agent, servant, employer/employee, partnership, joint venture, or

association of any kind as between Client and Company. Company shall be responsible for his own taxes and will receive a 1099 IRS form for filing at the end of the year.

6.5 Notices. All notices or communications hereunder shall be in writing, sent by courier, e-mail or the fastest possible means, provided that the recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address provided or such other address as may be specified in a written notice in accordance with this section.

Any party may, by giving notice in accordance with this section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment. This Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company, except in the case of complete and wholesale of the Company, without the written consent of the Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes. The Company and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the Client and the Company. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and the Client agree that any remaining conflicts arising out or relating to this Contract shall be submitted to non-binding mediation unless the Company and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement. The resolution of disputes shall be conducted within 30 days.

6.8 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only.

6.9 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full rights and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement shall be executed by original signature of each party.

6.10 Residuals. Nothing in this Agreement or elsewhere will prohibit or limit the Company's ownership and use of ideas, concepts, know-how, methods, data, techniques, skill and knowledge and experience that were used, developed or gained in connection with this Agreement. The Company and Client shall each have the right to use all data collected or generated under this Agreement.

6.11 Security Officers. All security officers are further vetted, and subject to criminal and credit background checks, and random drug and alcohol testing programs. Officers will be professional, courteous, and fully trained to perform their specific duties. The Company's officers will not engage in or display any behavior that may be construed to be derogatory or inflammatory in nature regarding any race, color, religion or persuasion of any nature whatsoever. The Company's officers will not become confrontational towards residents, owners or guests under any circumstances.

6.12 Cooperation. Client will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that the Company's performance is dependent on Client's timely and effective cooperation with the Company. Accordingly, Client acknowledges that any delay by Client may result in the Company being released from an obligation or scheduled deadline or in Client having to pay extra fees for the Company's Agreement to meet a specific obligation or deadline despite the delay.

To maintain the good relations, and avoid conflict of interests, both parties agree to not directly or indirectly hire any employee, security officer, or personnel of the other party while working together, except six (6) months after this agreement end, without a written consent. In case that this happens, the party who did, agrees to pay 20% of the yearly billable rate per person hired to the other party for the cost of recruiting, training, preparation, etc.

6.13 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the Laws of Florida, without regard to the principles of conflict law. The language in this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in the Courts of the State of Florida, in Orange or Osceola County, or the United States Middle District Court of Florida, (ii) hereby consents to the jurisdiction of the Courts of the State of Florida and the United States Middle District of Florida Court, and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

6.14 Compliance with Law. Company agrees to be bound by and to comply with all applicable federal, state and local laws and applicable regulations and governmental directives as they pertain to the performance of this Agreement.

6.15 Interpretation. No provision of this Agreement is to be interpreted for or against either party, as both parties agree that this Agreement was negotiated and drafted after discussions by both parties hereto.

6.16 Entire Agreement Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between the Client and the Company respecting the subject matter hereof. This Agreement may only be amended in writing executed by the parties hereto.

6.17 Force Majeure. The Company shall not be responsible for delays (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of cause beyond its control. Such causes may include, but are not restricted to, Acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, special outages, computer or communications failures, and/or severe weather.

6.18 Use By Third Party. Worked performed by the Company pursuant to this Agreement is only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to the Client and the Company.

6.19 Termination of Contract. Either party may terminate this Agreement at any time provided that they give the other party a thirty (30) day written notice prior to the effective termination date. Client also has the right to immediately terminate the Agreement for failure to correct non-performance issues after a fifteen (15) day notice and opportunity to cure period. Upon termination, Company shall be entitled to compensation that has yet to be paid by Client for services performed up to and including the date of termination by prorating this Agreement from the date of commencement through the termination date.

6.20 Disputes/Attorneys' Fees. If any legal action, proceeding, or hearing is brought by either party to enforce the terms and conditions of this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs incurred at trial and all appellate levels, including bankruptcy proceedings.

This Agreement represents the party's entire understanding and supersede any prior Agreement. The parties acknowledge that there are no other understandings between them in this regard, except as may be evidenced by written memorandum. This contract commences on _____, year 2023 and ends on _____, year 2024. After this date, the contract remains under the same conditions, until someone decides to cancel it through written notice, or a contract is made for extension/edition.

7.0 GENERAL PROVISIONS

7.1 These Conditions (together with the terms set out in the Proposal) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. The company is not responsible for occurrences that aren't stated in this agreement.

7.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

7.5 Any agreement to which these Terms and Conditions apply shall be governed and construed in accordance with Florida Legislation, and the parties agree to submit to the exclusive jurisdiction of the State of Florida.

In witness whereof the parties hereto have accepted and made and executed this Agreement as of the signature dates below.

CLIENT:
Brighton Lakes Community Dev. District

COMPANY:
MagnoSec, Corp.

BY: _____
Signature

BY: _____
Signature

Printed Name:

Printed Name: Lemuel Rivera

Position:

Position: President

Date: _____

Date: _____



Quarterly Compliance Audit Report

Brighton Lakes

Date: October 2023 - 3rd Quarter

Prepared for: Sandra Demarco

Developer: Inframark

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

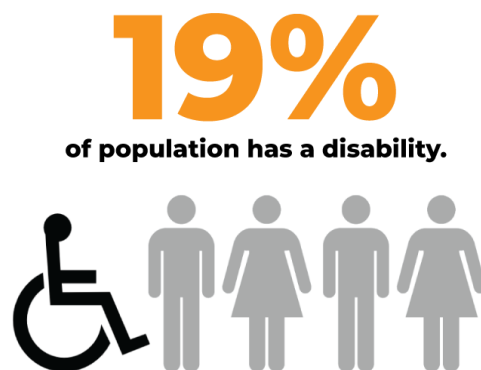
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitertools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

1 **MINUTES OF**
2 **BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**

3
4 The workshop of the Board of Supervisors of the Brighton Lakes Community Development
5 District was held Thursday, September 7, 2023, at 6:02 p.m. at the Brighton Lakes
6 Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746.

7
8 Present and constituting a quorum were:

- | | | |
|----|--------------------|---------------------|
| 9 | | |
| 10 | Marcial Rodriguez | Chairperson |
| 11 | John Crary | Vice Chairman |
| 12 | Michelle Incandela | Assistant Secretary |
| 13 | Mark Peters | Assistant Secretary |
| 14 | Nadine Singh | Assistant Secretary |

15
16 Also participating were:

- | | | |
|----|---------------------------------|--|
| 17 | | |
| 18 | Gabriel Mena | District Manager, Inframark |
| 19 | Ryan Dugan (<i>via phone</i>) | District Counsel, Kutak Rock |
| 20 | Peter Glasscock | District Engineer, Pegasus Engineering |
| 21 | Mark Vincutonis | District Engineer, Pegasus Engineering |
| 22 | Freddy Blanco | Field Manager, Inframark |
| 23 | Dennis Hisler | District Agent, CDD Liaison |
| 24 | Dylan Townsend | Representative, Envera |
| 25 | Juan Ramirez | Representative, Bladerunners |

26
27 Residents and Members of the Public

28
29 *This is not a certified or verbatim transcript but rather represents the context and summary*
30 *of the meeting. The full meeting is available in audio format upon request. Contact the*
31 *District Office for any related costs for an audio copy.*

32
33 **FIRST ORDER OF BUSINESS** **Call to Order and Roll Call**

34
35 Mr. Mena called the meeting to order at 6:02 p.m.

36
37 Mr. Mena called the roll.

38
39 **SECOND ORDER OF BUSINESS** **Pledge of Allegiance**

40
41 Mr. Mena led the Board of Supervisors and Audience in the Pledge of Allegiance.

42
43 **THIRD ORDER OF BUSINESS** **Public Comment Period**

44
45 A. Gerry Frawley - 2532 Chapalla Drive

- 46
- 47 i. Mr. Frawley has been a resident here for 20 years and has worked with or for
- 48 the Board for 15 years.
- 49
- 50 ii. Mr. Frawley has expressed concerns about the expenditure of funds and the

- 51 adherence to contracts. He pointed out that some contracts specify a scope of
52 work, but most vendors do not meet these specifications, yet the Board still
53 pays them.
54
- 55 iii. Mr. Crary stated that the manager distributed these complaints and suggested
56 revisiting them in a workshop rather than at the meeting tonight.
57
- 58 iv. Ms. Incandela addressed a comment indicating that the Board indeed holds
59 vendors accountable and review their performance.
60
- 61 v. Mr. Crary noted that he has conveyed many concerns from Mr. Frawley in
62 the past.
63
- 64 vi. Mr. Frawley also mentioned that landscaping is just a small part of the
65 problem, including issues with other vendors and especially with the quality
66 of the ponds.
67
- 68 B. Brian Markovich – 2604 Maggiore Circle
69
- 70 i. Mr. Markovich inquired whether board members are compensated, expressing
71 a desire for answers.
72
- 73 ii. Mr. Markovich raised concerns about contractors breaching their contracts,
74 particularly in landscaping and road paving, which he believes have been
75 poorly executed.
76
- 77 1. Mr. Markovich called for equal assessments for all community members,
78 urging the Board to vote on this immediately. The manager explained that
79 it can't be done instantly but is a process that is achievable.
80
- 81 2. Mr. Markovich also brought up the issue of TRIM not being submitted, with
82 the manager explaining that Osceola County's submission is optional, and
83 Inframark did not do it this year.
84
- 85 3. Mr. Markovich mentioned that the Board should not have taken out a loan
86 last year to pay for the roads due to the economic conditions at the time, and
87 residents were not given a vote on this.
88
- 89 4. Mr. Crary expressed agreement with many of Mr. Markovich's comments
90 and expressed personal concerns about recent large expenses.
91
- 92 5. John Crary stated he agreed with many of the comments and has personal
93 issues with the cost of many large expenses lately.
94
- 95 iii. Mr. Dugan discussed the apportionment of assessments in the CDD,
96 explaining the distinctions between O&M and Debt Service assessments.
97 He clarified that an increase in O&M assessments requires notifying
98 residents. Assessment rates are determined at the initial levy, and
99 apportionment is established in the methodology report to ensure fairness.

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C. Mel Graham - 4311 Milano Place:

- i. Mr. Graham expressed appreciation for the posted notice of tonight's meeting.
- ii. Mr. Graham raised concerns about the dumpster and the disposal of debris into it.
- iii. Mr. Graham inquired about the tennis awning.
- iv. Mr. Graham mentioned that he is part of the HOA Board and has been tasked with resolving the ongoing street parking issue.

D. Michael Rainford - 4308 Heliotrope Loop:

- i. Michael expressed concerns about cracked roads, expressing frustration about his financial investment.

E. Vincent Stevens - 2604 Huron Circle:

- i. Vincent inquired about who supervised the road re-pavement project. He was advised the Engineer supervised.

FOURTH ORDER OF BUSINESS

District Engineer

A. Mark Vincutonis introduced himself and provided the following information:

- i. Not all curbs were replaced, citing the impracticality of replacing all 95,000 feet of curbing due to affordability constraints.
- ii. Instead, a 2-inch milling of the top surface was performed, followed by repaving.
- iii. He has a punch list containing approximately 15 items, with the possibility of additional outstanding items.
- iv. Mr. Vincutonis explained that the cracking issue stems from different bases for the roads; some sections consist of lime rock, which is soft and less prone to cracking, while the remainder is a soil-cement mix, which is harder and tends to result in more cracking.
- v. The Board is currently withholding \$220,000.00 in retainage and is actively collaborating with the contractor to address and complete the remaining work.

B. Board Comments

- i. John Crary:

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1. Mr. Crary confirmed that there were pre-existing cracks in the roads before the repaving project, as reported by various residents in the community. He expressed concerns about the cost-effectiveness of repaving if the cracks are likely to return.
 2. He also raised concerns about the staging area used by Middlesex and requested its repair.
 3. Mr. Crary mentioned concerns about the thinning of the red color seal coat, and the engineer advised that more should be applied.
- 160 ii. Marcial Rodriguez:
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1. Mr. Rodriguez inquired about the status of Middlesex's promise to investigate the cul-de-sac issue from the previous meeting. Mr. Vincutonis indicated that there might be an ongoing issue due to "dry-turning" by large trucks.
- 167 iii. Nadine Singh:
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1. Ms. Singh asked about the status of excess tar and missing sand that should have been used in the pavers.
 2. Ms. Singh sought further clarification on the cracking issue related to the road base, and Mr. Vincutonis provided an explanation.
- 175 iv. Michelle Incandela:
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1. Ms. Incandela mentioned that a speed bump is coming undone and questioned the cause, suggesting a possible defect.
- 180 v. Mark Peters:
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1. Mr. Peters expressed concerns about the cracking issue, noting that the engineer had previously stated that cracking was expected but was concerned about how quickly it was happening.
 2. Mr. Peters expressed dissatisfaction with both the engineer and Middlesex.
 3. Mr. Peters expressed frustration at the lack of communication regarding these issues and felt that the manager was not informed either.
 4. Mr. Peters requested a report from Mr. Glasscock on these matters.
- 193 vi. Mr. Vincutonis suggested the possibility of hiring a geo-tech engineer to inspect the roads and provide an explanation for the cracking. Mr. Peters asked who would cover the cost of the geo-tech engineer, as he believed it shouldn't be the responsibility of the CDD Board. Mr. Peters felt that the Board should have
- 194
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- 197 been made aware of the road base issue before the work began. Ms. Incandela
198 sought Counsel's opinion on how to handle this:
199
- 200 1. Counsel advised that a payment request has been submitted, and Florida law
201 mandates payment within a certain timeframe, so this issue must be
202 addressed first.
203
 - 204 2. Regarding the road cracking issue, the engineer and contractor have
205 examined it, and if the District deems the work defective, this would be
206 grounds for rejecting payment for the work completed. The punch list is the
207 process for addressing these issues.
208
 - 209 3. The manager asked about the next steps, and Counsel advised that staff
210 prepare a rejection letter based on the cracking in the base. Counsel will
211 discuss this further with the Engineer and Manager.
212
 - 213 4. Ms. Incandela inquired about the cost and timeline for hiring a geo-tech
214 engineer. The Engineer estimated a few thousand dollars, depending on the
215 scope of work. Ms. Incandela asked who would be responsible for this cost,
216 and Counsel suggested requesting Middlesex to cover it.
217
 - 218 5. Counsel explained that Florida Law requires payments to contractors within
219 certain timeframes and recommended fulfilling contract provisions to
220 protect against potential legal action from the contractor.
221
 - 222 6. Counsel suggested that if the Board proceeds today by issuing a preliminary
223 certificate of substantial completion with punch-list items, they can address
224 the issues afterward.
225
 - 226 7. Mr. Crary sought clarification that the pay value of the work could be
227 reduced to reflect outstanding work. Mr. Vincutonis was comfortable with
228 creating a more detailed punch list and reducing the payment value of the
229 work.
230
 - 231 8. Counsel advised against waiting for the next meeting and recommended
232 approving it after revisions from Counsel, Engineer, and Middlesex:
233
 - 234 a. Motion to approve a preliminary certificate of substantial completion, as
235 modified during the Board of Supervisors meeting, including adding items
236 to the punch list, specifically investigating the cracking issue, and approving
237 the pay-app as already completed:
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On MOTION by Mr. Crary, seconded by Ms. Rodriguez, with all in favor, unanimous approval was given to accept the motion to approve a preliminary certificate of substantial completion, as modified during the Board of Supervisors meeting, including adding items to the punch list, specifically investigating the cracking issue, and approving the pay-app as already completed.

a. General audience comments were added to the list:

- i. Mr. Rainford raised concerns about cracks and suggested repairing them when new roads are laid.
- ii. Mr. Graham mentioned water pooling in his cul-de-sac since the road repaving project.
- iii. Mr. Frawley noted that speed bumps are not completely secured and suggested that this may be why they are peeling up.
- iv. Mr. Markovich inquired about the Engineer's past work with Middlesex and suggested that core samples should have been taken before the project.
- v. Mr. Peters mentioned a previous discussion about the cracking issue.
- vi. The District Engineer and Manager agreed to compile a list, determine the value of outstanding work, circulate it to the Board, update the pay app accordingly, and have it approved by the Chair.

b. Change Order

- i. Middlesex has requested an additional time extension for substantial completion certification.
- ii. Counsel informed the Board that if this request is not approved, there will be a penalty of \$100.00 per day beyond the contract deadline.
- iii. The Engineer pointed out that Middlesex is more concerned about its reputation being tarnished by late payments than the \$100.00 per day fine.
- iv. Mr. Crary expressed his desire to see the project completed soon and indicated his willingness to extend Middlesex's time.
- v. Motion to approve change order #4

On MOTION by Mr. Crary, seconded by Ms. Singh, with all in favor, unanimous approval was given to accept the motion to approve change order # 4.

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vi. Counsel advised on the next steps, including another final inspection, final payment, and more. The Chairman may need to be designated to authorize these steps:

1. Motion to designate the Chairman as the authority to approve the final pay-app and sign the final certificate of substantial completion:

On MOTION by Mr. Crary, seconded by Ms. Singh, with all in favor, unanimous approval was given to accept the motion to designate the Chairman as the authority to approve the final pay-app and sign the final certificate of substantial completion.

c. Fence update - 2413 Maracaibo

Mr. Glasscock measured off this area and is comfortable stating that this fence falls within the resident's property. To access behind this fence, the District will need to address cutting back the conservation overgrowth which is encroaching onto our easement.

FIFTH ORDER OF BUSINESS

Administrative Matters

A. Acceptance of the Minutes from the July 20, 2023, Meeting

Mr. Crary asked if his email with corrections to the minutes was received. Mr. Mena advised it was and those changes would be reflected in the final.

On MOTION by Mr. Crary, seconded by Ms. Rodriguez, with all in favor, unanimous approval was given to accept the motion to approve the Minutes from the July 20, 2023, Meeting, once updated to reflect noted changes from Supervisor Crary.

B. Acceptance of the Financial Statements

On MOTION by Mr. Crary, seconded by Ms. Rodriguez, with all in favor, unanimous approval was given to accept the motion to approve the financial statements.

C. Acceptance of the Check Register (No invoices)

On MOTION by Mr. Crary, seconded by Ms. Rodriguez, with all in favor, unanimous approval was given to accept the motion to approve the check register.

SIXTH ORDER OF BUSINESS

Vendor Report

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A. Bladerunners

i. Report:

- 1. There have been two irrigation leaks reported this week, but they haven't been fixed yet due to the impending rain. However, it's crucial to wait for dry weather before addressing them.
- 2. There's an ongoing issue with the sod. We're still awaiting its arrival, but the problem is that it comes with dirt that would require additional watering and could be challenging to keep alive.
- 3. There's a proposal to remove a dead pine tree located between Patrician Circle and Lowe's, with an estimated cost not to exceed \$800.
 - a. Motion to approve this work with a maximum cost of \$800.

On MOTION by Mr. Crary, seconded by Ms. Singh, with all in favor, unanimous approval was given to accept the motion to approve the proposal to remove a dead pine tree located between Patrician Circle and Lowe's, with an estimated cost not to exceed \$800.

- 4. Mr. Hisler has requested an irrigation proposal for the TOHO work at the front entrance, but the work hasn't been completed yet. We'll monitor it for potential leaks.
- 5. Last week, Mr. Ramirez cleaned all the storm drains.
- 6. Mr. Crary inquired about the irrigation issue at the front entrance:
 - i. Mr. Ramirez explained that he has replaced the irrigation heads and replaced dead plants in that area.
 - ii. Mr. Crary also asked for an update on the mulch situation, and Juan mentioned that all the mulch is done except for the hills.

ii. Irrigation Report

No comments or concerns were raised.

B. Envera

i. Dylan Townsend

- 1. All access card readers have been replaced at no charge. However, the Board expressed concerns about issues with the entry reader's functionality.

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2. New cameras are expected to arrive in November or December.
3. The emergency system has been tested, and monthly tests will continue.

- ii. Dennis Hisler reported that he had encountered a few problems, but Envera resolved them promptly.
- iii. Mr. Townsend will arrange for a technician to visit and provide Dennis Hisler with general tips and tricks for operating the gate.
- iv. Mr. Crary brought up the need to replace the entry sign at the Kariba gate, and Mr. Townsend agreed to inspect all signs for any necessary replacements.

C. Magnosec

- i. A request for an increase was made, but the Board has decided to postpone it until Lemuel is present to discuss it.
- ii. Michelle inquired whether Magnosec has the authority to terminate our contract.
- iv. It was suggested that Lemuel be invited to attend the workshop in person.

D. Sitex

i. Conversation:

1. Sitex is actively addressing the issue of hydrilla and will be on-site every 2 weeks.
2. It is suggested that a dye treatment may still be beneficial in reducing the hydrilla problem.
3. John Crary:
 - a. Mr. Crary supports two proposals on the agenda but expresses extreme dissatisfaction with the current state of the ponds, describing them as atrocious. He believes that Sitex is failing to adequately serve the District and urges the Manager to seek a new contractor who can provide a well-structured plan with multiple options, including manual removal and the use of grass carp. Mr. Crary wants a proactive vendor who presents a comprehensive plan for each pond.
4. Michelle Incandela:
 - a. Ms. Incandela inquires about potential compensation from Sitex to the District until the issues are remedied. Ms. Incandela argues that Sitex has been paid for a service that has clearly not been performed for

441 several months, and therefore Sitex should provide a financial credit
442 to the District.

443

444

5. John Crary:

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a. Mr. Crary expresses a lack of trust in Sitex's promises at this point and
447 proposes initiating the process to explore alternative companies. The
448 Manager confirms he will have alternative proposals ready for the
449 next meeting.

450

451

6. Gerry Frawley:

452

453

a. Mr. Frawley, who was on the Board when Sitex was hired, express
454 concerns about unfulfilled promises made by Sitex in the past.

455

456

b. Mr. Frawley is worried that Sitex may rely on winter weather to solve
457 the problem without taking active measures and questions why Sitex
458 doesn't perform services during the winter.

459

460

7. John Crary:

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a. Mr. Crary points out that even the idea of using dye wasn't initially
463 suggested by Sitex but was only explored because he inquired about
464 grass carp and needed an alternative solution.

465

466

ii. Proposals:

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1. Dye proposal for \$1702:

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470

a. There is no approval for an additional cost for Sitex until a viable
471 solution is determined.

472

473

2. Light proposal:

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475

a. No action is taken on this proposal.

476

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E. Technipools

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479

i. Mr. Blanco provided the Board with updates on several completed items.

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SEVENTH ORDER OF BUSINESS

Field Management Reports

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A. Tennis Court Awning Update:

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i. The delivery of the tennis court awning is aimed for September 25, with
486 installation scheduled for the beginning of October.

487

488

B. Field Report:

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- 490 i. Item 11: A resident has planted a fruit tree in the CDD easement.
491
492 1. Contact the lawyer to request the removal of these trees.
493
494 2. Provide Mr. Dugan with the policy regarding work in this area.
495
496 ii. Blade Runners' Responses to Field Report:
497
498 1. Mr. Crary expressed satisfaction with the vendor responses.
499

500 **C. Roof Update:**

- 501
502 i. Progress is being made with finalizing the contract with the vendor. There are
503 two sample swatches for color division, and the Board has chosen Terra
504 Cotta color shingles.
505

506 **D. Fast Signs Proof:**

- 507
508 i. The Board approves of the colors but seeks feedback before finalizing the
509 design.
510
511 1. Remove the sheriff's non-emergency number.
512
513 2. Finalize the proof with the Board.
514
515 3. Motion to approve \$233.27 for this purpose:
516

<p>517 On MOTION by Mr. Crary, seconded by Ms. Singh, with all 518 in favor, unanimous approval was given to accept the motion 519 to approve Fast Signs proof in the amount of \$233.27, as 520 amended.</p>

521
522 **E. Sidewalk Proposal:**

- 523
524 i. This item is tabled until the next meeting, and alternative vendors will be
525 considered. A map of the areas needing attention will also be provided.
526

527 **F. Current Sidewalk Project:**

- 528
529 i. Mr. Peters raised concerns about the removal of large tree roots, questioning
530 the safety and the risk of trees falling over.
531
532 ii. Mr. Blanco explained that, in many years of doing this work, there has never
533 been an issue with trees falling over. So far, 203 yards of concrete have been
534 removed.
535

536 **G. Proposals:**

- 537
538 i. Motion to Approve the two Fast Signs Proposals

539 Estimate #2240 for \$727.00, and Estimate #22242 for \$262.75, were presented
540 to the Board.
541

542 On MOTION by Mr. Crary, seconded by Ms. Singh, with all
543 in favor, unanimous approval was given to ratify the motion
544 to approve the two Fast Signs proposals in the amounts of
545 \$727.00, and \$262.75.
546

547 **EIGHTH ORDER OF BUSINESS** **CDD Liaison**

- 548
- 549 **A. September Report**
- 550
- 551 **B.** The only issue reported is TOHO's excavation at the front. An assessment of
552 potential damage to our system is needed. A plan to determine any damage has
553 been distributed.
- 554
- 555 **C.** Ms. Incandela raised concerns about a drop in water pressure.
- 556
- 557 i. TOHO needs to conduct a pressure test, and Bladerunners should be consulted.
- 558

559 **NINTH ORDER OF BUSINESS** **Business Matters**

- 560
- 561 **A. Approval of FY 2024 Meeting and Workshop Schedule:**
- 562
- 563 i. Motion to approve the schedule with the change from July 4, 2023 to July 12,
564 2023.
- 565

566 On MOTION by Mr. Crary, seconded by Ms. Rodriguez,
567 with all in favor, unanimous approval was given to accept
568 the motion to Approve the FY 2024 Meeting and Workshop
569 Schedule, as amended.
570

- 571 **B. Consideration to Purchase a Mule:**
- 572
- 573 i. Mr. Crary explained that this request stems from the desire to enhance
574 service around the community, including trash pickup, among other tasks.
- 575
- 576 ii. More information is needed, including feedback from the insurance provider.
- 577
- 578 iii. Location and storage logistics need to be addressed.
- 579
- 580 iv. Counsel has expressed concerns regarding insurance, registration, and related
581 matters.
- 582

583 **TENTH ORDER OF BUSINESS** **Staff Reports**

- 584
- 585 **A. District Engineer**
- 586
- 587 i. An update on the fence at 2413 Maracaibo.

588 This was discussed during the District Engineer’s section.

589

590 **B. District Counsel**

591

592 i. Retrieved the policy regarding the fruit trees planted behind the Kariba Ct
593 address from the earlier field report item. As per the policy, these plants must
594 be removed.

595

596 ii. Issued a cease-and-desist letter to 2401 Maracaibo to halt debris dumping.

597

598 **C. District Manager**

599

600 i. Concern was raised about the new speed bumps that were just installed – they
601 are seemingly not secured properly and are “peeling up” on the corners.

602

603 **ELEVENTH ORDER OF BUSINESS Supervisors’ Requests**

604

605 A. Mr. Peters suggested revisiting HOA parking enforcement at the next meeting.

606

607 B. Ms. Incandella has an inquiry as to why we were talking about towing once again, as
608 she believed this to have been settled. Mr. Mena explained it was strictly because
609 Supervisor Peters was approached by the HOA regarding the topic.

610

611 C. Mr. Mena found a letter from Tucker Mackie, of Kutak Rock, explaining that the HOA
612 already has authority to fine for parking violations, and the CDD cannot delegate
613 further authority. Counsel advised that involving law enforcement would be the
614 solution.

615

616 D. The Board expressed concerns about rules and authority that may conflict with state
617 law. State law indicates that this responsibility should fall on the county.

618

619 **TWELFTH ORDER OF BUSINESS Adjournment**

620

621

622 On MOTION by Ms. Singh, seconded by Ms. Incandela,
623 with all in favor, unanimous approval was given to adjourn
624 the meeting at 10:47 p.m.

625

626

627

628

629

630 _____
Assistant Secretary

_____ Chairman

**MINUTES OF
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**

The workshop of the Board of Supervisors of the Brighton Lakes Community Development District was held Thursday, October 12, 2023, at 6:02 p.m. at the Brighton Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746.

Present and constituting a quorum were:

John Crary	Vice Chairman
Michelle Incandela	Assistant Secretary
Nadine Singh	Assistant Secretary

Also participating were:

Gabriel Mena	Inframark, District Manager
Freddy Blanco	Inframark, Field Manager
Dennis Hisler	District Agent, CDD Field Liaison
Juan Ramirez	Representative, Bladerunners
Lemuel Rivera	Representative, Magnosec

Residents and Members of the Public

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Mena called the meeting to order at 6:02 p.m.

Mr. Mena called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Board did not hold the Pledge of Allegiance for this workshop meeting.

THIRD ORDER OF BUSINESS

Audience Comments

There were no audience comments.

FOURTH ORDER OF BUSINESS

MagnoSec, Corp

A. Report

Mr. Rivera advised the Board there was an issue with an officer not being on-site for their shift. This officer was terminated. Mr. Rivera also advised there was a young male who would not cooperate with MagnoSec. He allegedly urinates and defecates near the playground. The Board asked how to keep this person away from the property, and Mr. Mena suggested having the police trespass him. Mr. Rivera asked about

Brighton Lakes CDD
October 12, 2023, meeting

50 scheduling the free CPR class that was offered long ago. It was decided that November
51 4, 2023, would be the best day for it. Mr. Mena will coordinate with all the Supervisors
52 and schedule with MagnoSec.

53

54 **B. Review of the MagnoSec Security Services Agreement**

55

56 The Board reviewed the agreement. A decision will be made in the November
57 meeting.

58

59 **C. Review of the MagnoSec Contract for Security Services 2023-2024**

60

61 The Board reviewed the contract.

62

63 **FIFTH ORDER OF BUSINESS**

Sitex

64

65 Ms. Incandela asked if Sitex has responded with any proposed financial remedy for the
66 lack of services. Mr. Mena advised that Sitex stated they were not sure they would be able
67 to offer anything. Ms. Incandela directed Mr. Mena to compile a list of deficiencies in the
68 service to provide to Ms. Mackie, to seek a route for recuperating money. The Board asked
69 if Sitex would be present at the next meeting to address concerns about not fulfilling their
70 contract. It was confirmed that they are expected to attend the next meeting. The question
71 of when the last time was, they provided service was left unanswered because they have
72 not confirmed for October yet.

73

74 **SIXTH ORDER OF BUSINESS**

Bladerunners

75

76 Mr. Mena read a couple of the clauses from the contract, specifically the Monitoring of
77 Services section, from the existing contract. Ms. Incandela stated that both Mr. Hisler and
78 Mr. Blanco do a monthly inspection that is provided to Mr. Ramirez, and then Mr. Ramirez
79 addressed those concerns. Mr. Hisler advised that some of the concerns raised by Mr.
80 Frawley are because he has directed Bladerunners to change, for example, Mr. Hisler
81 dictated the stopping of the pine needles at the berm next to the Lowe's.

82

83 Mr. Frawley stated that he has been friends with Mr. Ramirez for years and specified
84 this is just business. He passed out a sheet detailing the costs paid for services not rendered.
85 Mr. Crary said the Board does not want to discuss this handout tonight but wants to discuss
86 the deficiencies pointed out in the agenda. Ms. Incandela commented that they should allow
87 Mr. Frawley time to speak as he forfeited his time at the last public meeting. Mr. Frawley
88 pointed out that there are differences between the contract and the RFP manual. There are
89 incorrect frequencies assigned to certain work items, incorrect pricing, etcetera. The math
90 is wrong all over the price sheet. Several lines are incorrect. He raised issues with the
91 irrigation around the community that have been persistent for months, pointing out specific
92 pictures in his report. Ms. Incandela agreed there are valid concerns here, specifically
93 regarding the monitoring and reporting of services. She wanted to know if Mr. Ramirez
94 could dispute any of the claims and wanted to know what direction Mr. Hisler has if goes
95 against the contract. Mr. Frawley stated that before Mr. Ramirez stated he was asked to be
96 the liaison and asked for a scope of services to establish a baseline. At that time, he
97 brought up some concerns about how the drive-throughs were being completed. Mr. Crary
98 addressed the presented report and annotated it with notes. He would like to address each

Brighton Lakes CDD
October 12, 2023, meeting

99 item with Mr. Raminez. Mr. Raminez stated that he is not familiar with the pricing sheet
100 but does the work as necessary. His partner, who passed away, handled the contracts. Ms.
101 Incandela mentioned that moving forward the path seems to be identifying the issues, and
102 then figuring out how to improve the processes regarding communication and oversight
103 with Inframark, Mr. Hisler, and Bladerunners. Mr. Crary stated that the current system for
104 landscaping concerns seems to be functional. He advises Mr. Hisler and Mr. Blanco of any
105 issues who then forwards them to Bladerunners. Then Bladerunners completes the work.
106 There are a few items that do not get resolved promptly and does want to see an
107 improvement on those items.

108

109 A discussion ensued about establishing a checklist for Bladerunners to follow, which
110 would both create a schedule and hold Bladerunners accountable. It was mentioned that
111 this responsibility already falls under Mr. Blanco's purview and should be handled. Mr.
112 Blanco advised that the Inframark field report documents the date and times of each item
113 on the inspection, and he tries to provide Bladerunners adequate time to remedy before
114 each meeting. Ms. Incandela believes that a checklist would eliminate any guessing and
115 will provide accountability for items being completed. Mr. Mena asked the Board how they
116 would quantify work not being completed promptly, in an ideal world. Ms. Incandela stated
117 some items should have been brought up by Inframark and wants to see the checklist. Mr.
118 Crary asked if we can insert the desire for a checklist to be written into a PDF. Mr. Mena
119 confirmed that yes, the Board can make specific requests. Mr. Mena suggested that this
120 report be used as an onboarding checklist for the new vendor. Ms. Incandela asked Mr.
121 Raminez to work on correcting items identified by Mr. Frawley for the next meeting on
122 November 2, 2023. Mr. Raminez should provide an update at that meeting on the status of
123 these items. Mr. Mena asked Mr. Crary if he still wanted to go through item by item. Mr.
124 Crary stated that he did want answers for those items but believes many of his concerns
125 may be addressed between the RFP and the suggested checklist.

126

127 Ms. Incandela left the workshop at 8:28 p.m.

128

129 Mr. Frawley exclaimed he could not believe he was the only person who noticed these
130 issues. He would have thought that there would be other complaints.

131

132 Mr. Crary and Ms. Singh want to cover individual items provided by Mr. Frawley.

133

134 Ms. Singh has big issues with the edging. Mulching, plants, and replacement of the
135 plants.

136

137 In Mr. Frawley's report on page 28, the pond edge trimming is not being done. If this
138 is taking weeks, it is a serious problem. On page 32, they already explained they will need
139 to pull aerials to find previous mulch bed shapes. On page 44, the concern about the number
140 of weeds in the grass. On page 46, The Board has previously identified areas where shrubs
141 need to be replaced, and they have taken no issue. In other areas, it seems shrubs cannot
142 survive and Bladerunners should recommend an alternative. On page 48, the thin and dying
143 bushes need to be weeded. On page 52, the fertilization was already explained. On page
144 58, Mr. Raminez confirmed the mulch will be added in all areas where it should go. On
145 page 62, it was questioned if the area is conservation. The are invasive vines starting to
146 smother the trees.

147

148
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159

SEVENTH ORDER OF BUSINESS

Supervisor Requests

The Supervisors do not have any requests currently.

EIGHTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned at 9:13 p.m.

Assistant Secretary

Chair/ Vice Chair

BRIGHTON LAKES
Community Development District

Financial Report

September 30, 2023

Prepared by:



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BRIGHTON LAKES
Community Development District

Financial Statements

(Unaudited)

September 30, 2023

Balance Sheet
September 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	SERIES 2022-1 DEBT SERVICE FUND	SERIES 2022-2 DEBT SERVICE FUND	SERIES 2022-1 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>						
Cash - Checking Account	\$ 291,850	\$ -	\$ -	\$ -	\$ -	\$ 291,850
Due From Other Funds	-	-	-	-	1	1
Investments:						
Money Market Account	1,503,315	-	-	-	-	1,503,315
SBA Account	13,576	-	-	-	-	13,576
Construction Fund	-	-	-	-	1,166,866	1,166,866
Interest Account	-	-	2	1	-	3
Reserve Fund	-	21,222	-	-	-	21,222
Revenue Fund	-	35,805	62,659	27,679	-	126,143
TOTAL ASSETS	\$ 1,808,741	\$ 57,027	\$ 62,661	\$ 27,680	\$ 1,166,867	\$ 3,122,976
<u>LIABILITIES</u>						
Accounts Payable	\$ 27,391	\$ -	\$ -	\$ -	\$ -	\$ 27,391
Due To Other Funds	1	-	-	-	-	1
TOTAL LIABILITIES	27,392	-	-	-	-	27,392

Balance Sheet
September 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	SERIES 2022-1 DEBT SERVICE FUND	SERIES 2022-2 DEBT SERVICE FUND	SERIES 2022-1 CAPITAL PROJECTS FUND	TOTAL
FUND BALANCES						
Restricted for:						
Debt Service	-	57,027	62,661	27,680	-	147,368
Capital Projects	-	-	-	-	1,166,867	1,166,867
Assigned to:						
Operating Reserves	240,549	-	-	-	-	240,549
Reserves - Capital Projects	732,771	-	-	-	-	732,771
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	350,094	-	-	-	-	350,094
Unassigned:	41,291	-	-	-	-	41,291
TOTAL FUND BALANCES	\$ 1,781,349	\$ 57,027	\$ 62,661	\$ 27,680	\$ 1,166,867	\$ 3,095,584
TOTAL LIABILITIES & FUND BALANCES	\$ 1,808,741	\$ 57,027	\$ 62,661	\$ 27,680	\$ 1,166,867	\$ 3,122,976

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

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	\$ 1,700	\$ 1,700	\$ 65,530	\$ 63,830	3854.71%
Room Rentals	50	50	65	15	130.00%
Interest - Tax Collector	52	52	1,233	1,181	2371.15%
Special Assmnts- Tax Collector	1,207,552	1,207,552	1,207,552	-	100.00%
Special Assmnts- Discounts	(48,302)	(48,302)	(44,488)	3,814	92.10%
Other Miscellaneous Revenues	-	-	6,950	6,950	0.00%
Gate Bar Code/Remotes	1,500	1,500	2,732	1,232	182.13%
Access Cards	100	100	-	(100)	0.00%
TOTAL REVENUES	1,162,652	1,162,652	1,239,574	76,922	106.62%

EXPENDITURES

Administration

P/R-Board of Supervisors	14,400	14,400	11,200	3,200	77.78%
FICA Taxes	1,102	1,102	857	245	77.77%
ProfServ-Arbitrage Rebate	600	600	-	600	0.00%
ProfServ-Engineering	13,200	13,200	77,499	(64,299)	587.11%
ProfServ-Legal Services	35,000	35,000	38,764	(3,764)	110.75%
ProfServ-Mgmt Consulting	57,255	57,255	57,255	-	100.00%
ProfServ-Property Appraiser	751	751	387	364	51.53%
ProfServ-Special Assessment	5,305	5,305	5,305	-	100.00%
ProfServ-Trustee Fees	7,758	7,758	11,044	(3,286)	142.36%
Auditing Services	3,600	3,600	3,700	(100)	102.78%
Website Compliance	2,000	2,000	1,553	447	77.65%
Communication - Telephone	14,000	14,000	13,973	27	99.81%
Postage and Freight	1,500	1,500	469	1,031	31.27%
Insurance - General Liability	15,630	15,630	18,493	(2,863)	118.32%
Printing and Binding	2,500	2,500	47	2,453	1.88%
Legal Advertising	2,500	2,500	515	1,985	20.60%
Miscellaneous Services	2,000	2,000	204	1,796	10.20%
Misc-Assessment Collection Cost	24,151	24,151	23,261	890	96.31%
Office Supplies	250	250	-	250	0.00%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	203,677	203,677	264,701	(61,024)	129.96%

Field

ProfServ-Field Management	42,632	42,632	42,632	-	100.00%
ProfServ - Field Management Onsite Staff	61,991	61,991	61,991	-	100.00%
Contracts-Landscape	217,848	217,848	217,848	-	100.00%
Electricity - General	63,000	63,000	67,772	(4,772)	107.57%
Utility - Water & Sewer	7,500	7,500	6,707	793	89.43%
R&M-Common Area	60,000	60,000	64,029	(4,029)	106.72%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
R&M-Irrigation	11,000	11,000	11,721	(721)	106.55%
R&M-Lake	23,400	23,400	33,480	(10,080)	143.08%
R&M-Trees and Trimming	6,000	6,000	8,700	(2,700)	145.00%
R&M-Emergency & Disaster Relief	-	-	4,300	(4,300)	0.00%
R&M-Bush Hogging	12,000	12,000	6,000	6,000	50.00%
Misc-Contingency	1,000	1,000	437	563	43.70%
Total Field	506,371	506,371	525,617	(19,246)	103.80%
Gatehouse					
Contracts-Security Services	77,168	77,168	75,312	1,856	97.59%
R&M-Gate	3,000	3,000	11,367	(8,367)	378.90%
Total Gatehouse	80,168	80,168	86,679	(6,511)	108.12%
Capital Expenditures & Projects					
Capital Reserve	263,100	263,100	11,280	251,820	4.29%
Total Capital Expenditures & Projects	263,100	263,100	11,280	251,820	4.29%
Road and Street Facilities					
R&M-Roads & Alleyways	20,000	20,000	1,547	18,453	7.74%
R&M-Sidewalks	8,000	8,000	83,150	(75,150)	1039.38%
R&M-Signage	2,000	2,000	2,946	(946)	147.30%
Total Road and Street Facilities	30,000	30,000	87,643	(57,643)	292.14%
Community Center					
Contracts-Security Services	55,480	55,480	52,687	2,793	94.97%
R&M-Clubhouse	10,000	10,000	18,561	(8,561)	185.61%
R&M-Pools	33,000	33,000	22,694	10,306	68.77%
Miscellaneous Services	3,500	3,500	7,101	(3,601)	202.89%
Capital Projects	40,000	40,000	19,883	20,117	49.71%
Total Community Center	141,980	141,980	120,926	21,054	85.17%
TOTAL EXPENDITURES	1,225,296	1,225,296	1,096,846	128,450	89.52%
Excess (deficiency) of revenues					
Over (under) expenditures	(62,644)	(62,644)	142,728	205,372	-227.84%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	(62,644)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(62,644)	-	-	-	0.00%
Net change in fund balance	\$ (62,644)	\$ (62,644)	\$ 142,728	\$ 205,372	-227.84%
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,638,621	1,638,621	1,638,621		
FUND BALANCE, ENDING	\$ 1,575,977	\$ 1,575,977	\$ 1,781,349		

BRIGHTON LAKES
Community Development District

Debt Service Schedules

September 30, 2023

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<u>REVENUES</u>					
Interest - Investments	\$ 500	\$ 500	\$ 535	\$ 35	107.00%
Special Assmnts- Tax Collector	220,651	220,651	220,651	-	100.00%
Special Assmnts- Discounts	(8,826)	(8,826)	(8,129)	697	92.10%
TOTAL REVENUES	212,325	212,325	213,057	732	100.34%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessment Collection Cost	4,413	4,413	4,250	163	96.31%
Total Administration	4,413	4,413	4,250	163	96.31%
<u>Debt Service</u>					
Principal Debt Retirement	157,000	157,000	157,000	-	100.00%
Interest Expense	52,488	52,488	52,488	-	100.00%
Total Debt Service	209,488	209,488	209,488	-	100.00%
TOTAL EXPENDITURES	213,901	213,901	213,738	163	99.92%
Excess (deficiency) of revenues Over (under) expenditures	(1,576)	(1,576)	(681)	895	43.21%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	(1,576)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(1,576)	-	-	-	0.00%
Net change in fund balance	\$ (1,576)	\$ (1,576)	\$ (681)	\$ 895	43.21%
FUND BALANCE, BEGINNING (OCT 1, 2022)	57,708	57,708	57,708		
FUND BALANCE, ENDING	\$ 56,132	\$ 56,132	\$ 57,027		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ 3,592	\$ 3,592	0.00%
Special Assmnts- Tax Collector	331,754	331,754	331,754	-	100.00%
Special Assmnts- Discounts	(13,270)	(13,270)	(12,222)	1,048	92.10%
TOTAL REVENUES	318,484	318,484	323,124	4,640	101.46%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessment Collection Cost	6,635	6,635	6,391	244	96.32%
Total Administration	6,635	6,635	6,391	244	96.32%
<u>Debt Service</u>					
Principal Debt Retirement	220,000	220,000	220,000	-	100.00%
Interest Expense	93,808	93,808	93,808	-	100.00%
Total Debt Service	313,808	313,808	313,808	-	100.00%
TOTAL EXPENDITURES	320,443	320,443	320,199	244	99.92%
Excess (deficiency) of revenues Over (under) expenditures	(1,959)	(1,959)	2,925	4,884	-149.31%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	(1,959)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(1,959)	-	-	-	0.00%
Net change in fund balance	\$ (1,959)	\$ (1,959)	\$ 2,925	\$ 4,884	-149.31%
FUND BALANCE, BEGINNING (OCT 1, 2022)	59,736	59,736	59,736		
FUND BALANCE, ENDING	\$ 57,777	\$ 57,777	\$ 62,661		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ 1,743	\$ 1,743	0.00%
Special Assmnts- Tax Collector	179,405	179,405	179,405	-	100.00%
Special Assmnts- Discounts	(7,176)	(7,176)	(6,610)	566	92.11%
TOTAL REVENUES	172,229	172,229	174,538	2,309	101.34%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessment Collection Cost	3,588	3,588	3,456	132	96.32%
Total Administration	3,588	3,588	3,456	132	96.32%
<u>Debt Service</u>					
Principal Debt Retirement	125,000	125,000	125,000	-	100.00%
Interest Expense	44,251	44,251	44,251	-	100.00%
Total Debt Service	169,251	169,251	169,251	-	100.00%
TOTAL EXPENDITURES	172,839	172,839	172,707	132	99.92%
Excess (deficiency) of revenues Over (under) expenditures	(610)	(610)	1,831	2,441	-300.16%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	(610)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(610)	-	-	-	0.00%
Net change in fund balance	\$ (610)	\$ (610)	\$ 1,831	\$ 2,441	-300.16%
FUND BALANCE, BEGINNING (OCT 1, 2022)	25,849	25,849	25,849		
FUND BALANCE, ENDING	\$ 25,239	\$ 25,239	\$ 27,680		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ 118,462	\$ 118,462	0.00%
TOTAL REVENUES	-	-	118,462	118,462	0.00%
<u>EXPENDITURES</u>					
<u>Field</u>					
Impr - Paving	-	-	2,691,378	(2,691,378)	0.00%
Total Field	-	-	2,691,378	(2,691,378)	0.00%
TOTAL EXPENDITURES	-	-	2,691,378	(2,691,378)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	-	(2,572,916)	(2,572,916)	0.00%
Net change in fund balance	\$ -	\$ -	\$ (2,572,916)	\$ (2,572,916)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	-	-	3,739,783		
FUND BALANCE, ENDING	\$ -	\$ -	\$ 1,166,867		

Notes to the Financial Statements
September 30, 2023

General Fund

▶ **Assets**

■ **Cash and Investments** - The District has one Money Market and Checking account with Bank United (See Cash & Investments Report for further details) and one trust fund account with the State Board of Administration.

▶ **Liabilities**

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

▶ **Fund Balance**

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

Operating Reserve	240,549	Reserves to be approved by board
Reserves - Capital Projects	732,771	" "
Reserves - Clubhouse	31,865	" "
Reserves - Field	91,995	" "
Reserves - Landscape	190,967	" "
Reserves - Recreation Facilities	101,817	" "
Reserves - Roadways	350,094	" "
Total Reserves	<u><u>\$ 1,740,058</u></u>	

Notes to the Financial Statements
September 30, 2023

Financial Overview / Highlights

- ▶ Total Non-Ad valorem special assessments are 100% collected and total revenue is 107% of adopted budget.
- ▶ General Fund expenditures are 90% of the Adopted budget.
- ▶ Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% YTD Budget	Explanation
Revenues				
Other Miscellaneous Revenues	\$ -	\$ 6,950	n/a	Refund from Toho Water Authority.
Expenditures				
<u>Administrative</u>				
ProfServ-Engineering	\$ 13,200	\$ 77,499	587%	Board meetings & fees related to the paving project.
ProfServ-Legal Services	\$ 35,000	\$ 38,764	111%	Legal fees through September '23.
ProfServ-Trustee Fees	\$ 7,758	\$ 11,044	142%	Trustee fees for series 2017, 2022 -1&2.
Auditing Services	\$ 3,600	\$ 3,700	103%	Grau FY22 audit engagement letter not exceed \$3,700.
Insurance - General Liability	\$ 15,630	\$ 18,493	118%	Florida Municipal Insurance Trust (FMIT) payments for Liability and property coverage.
<u>Field</u>				
Electricity - General	\$ 63,000	\$ 67,772	108%	Electricity usage higher than prior year.
R&M-Common Area	\$ 60,000	\$ 64,029	107%	Improvements to Star Glass Circle & supplies.
R&M-Irrigation	\$ 11,000	\$ 11,721	107%	Various repairs done after inspection was performed.
R&M-Lake	\$ 23,400	\$ 33,480	143%	Monthly lake & fountain maintenance over budget.
R&M-Trees and Trimming	\$ 6,000	\$ 8,700	145%	Dead palm trees removed and clean up behind Patricia Circle.
<u>Gatehouse</u>				
R&M-Gate	\$ 3,000	\$ 11,367	379%	Repairs to Kariba & Volta gates plus proximity cards.
<u>Capital Expenditures & Projects</u>				
Capital Reserve	\$ 263,100	\$ 11,280	4%	New 3HP Flowise sump pump & control Box.
<u>Road and Street Facilities</u>				
R&M-Sidewalks	\$ 8,000	\$ 83,150	1039%	Inframark work order for sidewalk repairs.
R&M-Signage	\$ 2,000	\$ 2,946	147%	New signs for street and pool area.
<u>Community Center</u>				
R&M - Clubhouse	\$ 10,000	\$ 18,561	186%	A/C repairs, new treadmill, pest control & maintenance.
Miscellaneous Services	\$ 3,500	\$ 7,101	203%	New video surveillance system & supplies.

BRIGHTON LAKES
Community Development District

Supporting Schedules

September 30, 2023

**Non-Ad Valorem Special Assessments - Osceola County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2023**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION BY FUND			
					General Fund	Series 2017 Debt Service Fund	Series 2022-1 Debt Service Fund	Series 2022-2 Debt Service Fund
Assessments Levied FY 2023				\$ 1,939,362	\$ 1,207,552	\$ 220,651	\$ 331,754	\$ 179,405
Allocation %				100%	62.27%	11.38%	17.11%	9.25%
11/18/22	\$ 29,157	\$ 1,578	\$ 595	\$ 31,330	\$ 19,507	\$ 3,565	\$ 5,359	\$ 2,898
11/22/22	118,054	5,019	2,409	125,482	78,132	14,277	21,465	11,608
12/07/22	1,382,721	58,790	28,219	1,469,730	915,133	167,219	251,417	135,961
12/09/22	1,383	22	28	1,433	892	163	245	133
12/22/22	107,088	4,392	2,185	113,665	70,774	12,932	19,444	10,515
01/10/23	15,594	492	318	16,405	10,214	1,866	2,806	1,518
01/10/23	27,012	852	551	28,416	17,693	3,233	4,861	2,629
02/09/23	47,474	1,015	969	49,458	30,795	5,627	8,460	4,575
02/09/23	2,054	22	42	2,117	1,318	241	362	196
03/10/23	22,665	260	463	23,387	14,562	2,661	4,001	2,164
04/11/23	25,355	-	517	25,872	16,109	2,944	4,426	2,393
04/11/23	14,690	-	300	14,989	9,333	1,705	2,564	1,387
05/10/23	2,862	(43)	58	2,877	1,792	327	492	266
05/10/23	7,711	(154)	157	7,715	4,804	878	1,320	714
06/15/23	26,735	(795)	546	26,486	16,492	3,013	4,531	2,450
TOTAL	\$ 1,830,555	\$ 71,450	\$ 37,358	\$ 1,939,362	\$ 1,207,552	\$ 220,651	\$ 331,754	\$ 179,405
% COLLECTED				100%	100%	100%	100%	100%
Total O/S				\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)

Cash and Investment Report
September 30, 2023

<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	BankUnited	Public Funds Checking	N/A	0.00%	\$ 291,850
Money Market Account	BankUnited	MMA	N/A	5.15%	\$ 1,503,315
Operating Account- Fund A	SBA	Local Gov. Surplus Trust Fund	N/A	5.59%	\$ 13,576
				GF Subtotal	\$ 1,808,741
<u>DEBT SERVICE FUNDS</u>					
Series 2017 Reserve Account	US Bank	Open-Ended CP	N/A	5.35%	\$ 21,222
Series 2017 Revenue Account	US Bank	Open-Ended CP	N/A	5.35%	\$ 35,805
Series 2022-1 Interest Account	US Bank	Open-Ended CP	N/A	4.93%	\$ 2
Series 2022-1 Revenue Fund	US Bank	Open-Ended CP	N/A	4.93%	\$ 62,659
Series 2022-2 Interest Fund	US Bank	Open-Ended CP	N/A	4.93%	\$ 1
Series 2022-2 Revenue Fund	US Bank	Open-Ended CP	N/A	4.93%	\$ 27,679
				DS Subtotal	\$ 147,368
<u>CAPITAL PROJECTS FUNDS</u>					
Series 2022-1 Construction Fund	US Bank	Open-Ended CP	N/A	4.93%	\$ 1,166,866
				CP Subtotal	\$ 1,166,866
				Total	\$ 3,122,975

Brighton Lakes CDD

Bank Reconciliation

Bank Account No. 9878 BankUnited GF
 Statement No. 09-23A
 Statement Date 9/30/2023

G/L Balance (LCY)	291,850.14	Statement Balance	295,977.53
G/L Balance	291,850.14	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	291,850.14	Subtotal	295,977.53
Negative Adjustments	0.00	Outstanding Checks	4,127.39
	<hr/>	Differences	0.00
Ending G/L Balance	291,850.14	Ending Balance	291,850.14
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
9/15/2023	Payment	1000	FAST SIGNS	365.35	0.00	365.35
9/20/2023	Payment	DD692	MICHELLE INCANDELA	184.70	0.00	184.70
9/26/2023	Payment	1011	BLADE RUNNERS COMMERCIAL	400.00	0.00	400.00
9/26/2023	Payment	1012	DENNIS HISLER	40.94	0.00	40.94
9/26/2023	Payment	1013	FEDEX	36.40	0.00	36.40
9/26/2023	Payment	1014	SITEX AQUATICS, LLC	2,690.00	0.00	2,690.00
9/26/2023	Payment	DD696	TOHO WATER AUTHORITY	410.00	0.00	410.00
Total Outstanding Checks.....				4,127.39		4,127.39

BRIGHTON LAKES
Community Development District

Check Register and Invoices

August & September 2023

BRIGHTON LAKES

Community Development District

**Payment Register by Fund
For the Period from 08/01/23 to 09/30/23
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
GENERAL FUND - 001								
CHECK # 1000								
001	09/15/23	FAST SIGNS	2060-22242	NO LIFEGARD ON DUTY/ POOL OPEN SGNAL	R&M-Signage	546085-54101	\$365.35	
							Check Total	<u>\$365.35</u>
CHECK # 1001								
001	09/15/23	HOME DEPOT	080423-7008	CLEANING SUPPLIES/LUMBER/AC REPAIR	CLEANING SUPPLIES	549001-57204	\$68.29	
001	09/15/23	HOME DEPOT	080423-7008	CLEANING SUPPLIES/LUMBER/AC REPAIR	LUMBER	546016-53901	\$17.98	
001	09/15/23	HOME DEPOT	080423-7008	CLEANING SUPPLIES/LUMBER/AC REPAIR	AC REPAIR / HEAVY DUTY TAPE	546015-57204	\$36.86	
							Check Total	<u>\$123.13</u>
CHECK # 1002								
001	09/15/23	MAGNOSEC CORP	1162	SEC SVCS 04/03/23-04/18/23	Contracts-Security Services	534037-57204	\$2,128.00	
001	09/15/23	MAGNOSEC CORP	1163	SEC SVCS 04/03/23-04/16/23	Contracts-Security Services	534037-57204	\$2,128.00	
001	09/15/23	MAGNOSEC CORP	1346	SEC SVCS FROM AUG 21 TO SEP 3 2023	Contracts-Security Services	534037-57204	\$1,824.00	
							Check Total	<u>\$6,080.00</u>
CHECK # 1003								
001	09/15/23	SKYLIGHT ROOFING INC	08312023	50% DEPOSIT FOR ROOF REPAIRS	Capital Projects	564104-57204	\$19,882.50	
							Check Total	<u>\$19,882.50</u>
CHECK # 1004								
001	09/15/23	TERMINIX PROCESSING CENTER	436455820	AUG 2023 PEST CONTROL	R&M-Clubhouse	546015-57204	\$72.00	
							Check Total	<u>\$72.00</u>
CHECK # 1005								
001	09/15/23	TERMINIX PROCESSING CENTER	436458791	PEST CONTROL AUG 2023	R&M-Clubhouse	546015-57204	\$82.00	
							Check Total	<u>\$82.00</u>
CHECK # 1007								
001	09/20/23	FLORIDA MUNICIPAL INSURANCE TR	INV-38983-Y3X1	FIRST INSTALLMENT - FY 23/24	Insurance - General Liability	545002-51301	\$4,841.00	
							Check Total	<u>\$4,841.00</u>
CHECK # 1008								
001	09/20/23	HANSON, WALTER & ASSOCIATES	5288239	CONSULTING SERVICES THRU AUG 2023	ProfServ-Engineering	531013-51501	\$200.00	
							Check Total	<u>\$200.00</u>
CHECK # 1009								
001	09/20/23	INFRAMARK, LLC	101162	SEPT 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,771.25	
001	09/20/23	INFRAMARK, LLC	101162	SEPT 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$3,552.67	
001	09/20/23	INFRAMARK, LLC	101162	SEPT 2023 MGMT FEES	ProfServ - Field Management Onsite Staff	531106-53901	\$5,165.92	
001	09/20/23	INFRAMARK, LLC	101162	SEPT 2023 MGMT FEES	ProfServ-Special Assessment	531038-51301	\$442.08	
							Check Total	<u>\$13,931.92</u>
CHECK # 1010								
001	09/20/23	OSCEOLA NEWS GAZETTE	F7BA084D-0006	NOTICE OF MEETING 9/13/23	Legal Advertising	548002-51301	\$76.77	
							Check Total	<u>\$76.77</u>
CHECK # 1011								
001	09/26/23	BLADE RUNNERS COMMERCIAL	458690	REMOVED PALM TREE NEAR LIFT STATION	R&M Trees and Trimming	546099-53901	\$400.00	
							Check Total	<u>\$400.00</u>

BRIGHTON LAKES

Community Development District

**Payment Register by Fund
For the Period from 08/01/23 to 09/30/23
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
CHECK # 1012								
001	09/26/23	DENNIS HISLER	DH09132023	REIMBURSEMENT FOR NEW SIGN	R&M-Signage	546085-54101	\$40.94	
							Check Total	<u>\$40.94</u>
CHECK # 1013								
001	09/26/23	FEDEX	8-245-38391	POSTAGE - AGENDA PACKAGES	Postage and Freight	541006-51301	\$36.40	
							Check Total	<u>\$36.40</u>
CHECK # 1014								
001	09/26/23	SITEX AQUATICS, LLC	7660B-104	SEP 2023 LAKE MAINT	R&M-Lake	546042-53901	\$2,690.00	
							Check Total	<u>\$2,690.00</u>
CHECK # 970								
001	08/04/23	BLADE RUNNERS COMMERCIAL	458537	IRR REPAIRS AFTER INSPECTION	R&M-Irrigation	546041-53901	\$801.60	
							Check Total	<u>\$801.60</u>
CHECK # 971								
001	08/04/23	ENVERA SYSTEMS LLC	729720	GATE ACCESS AUGUST 2023	Contracts-Security Services	534037-53904	\$6,184.15	
							Check Total	<u>\$6,184.15</u>
CHECK # 972								
001	08/04/23	EXERCISE SYSTEMS INC	25637	BI-MONTHLY PREVENTIVE MAINT 6/27/23	R&M-Clubhouse	546015-57204	\$230.00	
							Check Total	<u>\$230.00</u>
CHECK # 973								
001	08/04/23	HANSON, WALTER & ASSOCIATES	5287596	ROADWAY REPAVING OSCEOLA CNTY	ProfServ-Engineering	531013-51501	\$5,682.50	
001	08/04/23	HANSON, WALTER & ASSOCIATES	5287795	ENGG SVCS JULY 2023 ROADWAY PAVING	ProfServ-Engineering	531013-51501	\$2,843.75	
001	08/04/23	HANSON, WALTER & ASSOCIATES	5287796	ENGG SVCS THRU JULY 2023	ProfServ-Engineering	531013-51501	\$600.00	
							Check Total	<u>\$9,126.25</u>
CHECK # 974								
001	08/04/23	HOME DEPOT	070523-7008	LIGHTING/TAPCON/CLUBHOUSE SUPPLIES	LANDSCAPE LIGHTING	546016-53901	\$422.85	
001	08/04/23	HOME DEPOT	070523-7008	LIGHTING/TAPCON/CLUBHOUSE SUPPLIES	FLOOD LIGHTS	546016-53901	\$59.97	
001	08/04/23	HOME DEPOT	070523-7008	LIGHTING/TAPCON/CLUBHOUSE SUPPLIES	TAPCON	549900-53901	\$64.97	
001	08/04/23	HOME DEPOT	070523-7008	LIGHTING/TAPCON/CLUBHOUSE SUPPLIES	CLUBHOUSE SUPPLIES	549001-57204	\$156.51	
001	08/04/23	HOME DEPOT	070523-7008	LIGHTING/TAPCON/CLUBHOUSE SUPPLIES	FLOOD LIGHT	546016-53901	\$39.97	
001	08/04/23	HOME DEPOT	070523-7008	LIGHTING/TAPCON/CLUBHOUSE SUPPLIES	RETURN	546016-53901	(\$59.97)	
							Check Total	<u>\$684.30</u>
CHECK # 975								
001	08/04/23	KUTAK ROCK LLP	3252851	GEN COUNSEL THRU JUNE 2023	ProfServ-Legal Services	531023-51401	\$3,071.66	
001	08/04/23	KUTAK ROCK LLP	3252852	ROADWAY RESURFACING PROJ JUNE 2023	ProfServ-Legal Services	531023-51401	\$470.50	
							Check Total	<u>\$3,542.16</u>
CHECK # 976								
001	08/04/23	MAGNOSEC CORP	1271	SEC SVCS 06/26/23-07/29/23	Contracts-Security Services	534037-57204	\$2,204.00	
001	08/04/23	MAGNOSEC CORP	1287	SEC SVCS FROM 07/10-07/23/23	Contracts-Security Services	534037-57204	\$2,128.00	
							Check Total	<u>\$4,332.00</u>
CHECK # 977								
001	08/08/23	FEDEX	8-201-90340	JULY POSTAGE - AGENDA PACKAGES	Postage and Freight	541006-51301	\$24.84	
							Check Total	<u>\$24.84</u>

BRIGHTON LAKES

Community Development District

**Payment Register by Fund
For the Period from 08/01/23 to 09/30/23
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
CHECK # 978								
001	08/08/23	INFRAMARK, LLC	98381	JULY 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,771.25	
001	08/08/23	INFRAMARK, LLC	98381	JULY 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$3,552.67	
001	08/08/23	INFRAMARK, LLC	98381	JULY 2023 MGMT FEES	ProfServ - Field Management Onsite Staff	531106-53901	\$5,165.92	
001	08/08/23	INFRAMARK, LLC	98381	JULY 2023 MGMT FEES	Postage and Freight	541006-51301	\$8.40	
001	08/08/23	INFRAMARK, LLC	98381	JULY 2023 MGMT FEES	ProfServ-Special Assessment	531038-51301	\$442.08	
							Check Total	<u>\$13,940.32</u>
CHECK # 979								
001	08/08/23	TERMINIX PROCESSING CENTER	435349933	PEST CONTROL	R&M-Clubhouse	546015-57204	\$72.00	
							Check Total	<u>\$72.00</u>
CHECK # 980								
001	08/08/23	TERMINIX PROCESSING CENTER	435350443	PEST CONTROL	R&M-Clubhouse	546015-57204	\$82.00	
							Check Total	<u>\$82.00</u>
CHECK # 981								
001	08/15/23	BLADE RUNNERS COMMERCIAL	458569	AUGUST 2023 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$18,154.00	
							Check Total	<u>\$18,154.00</u>
CHECK # 982								
001	08/15/23	SERVUSAT, LLC	4553	TROUBLESHOOT VIDEO SUVEILLANCE SYSTEM	R&M-Clubhouse	546015-57204	\$192.19	
							Check Total	<u>\$192.19</u>
CHECK # 983								
001	08/15/23	TECHNI-POOLS	51448	REPLACE/INSTALL LADDER BUMPER	R&M-Pools	546074-57204	\$107.60	
							Check Total	<u>\$107.60</u>
CHECK # 984								
001	08/15/23	TERMINIX PROCESSING CENTER	434469845	PEST CONTROL 6/12/23	R&M-Clubhouse	546015-57204	\$82.00	
							Check Total	<u>\$82.00</u>
CHECK # 985								
001	08/16/23	HANSON, WALTER & ASSOCIATES	5287592	EMERGENCY ACCESS JUNE BERRY WAY	ProfServ-Engineering	531013-51501	\$1,125.00	
001	08/16/23	HANSON, WALTER & ASSOCIATES	5287593	ROAD REPAVING PROJECT	ProfServ-Engineering	531013-51501	\$5,682.50	
							Check Total	<u>\$6,807.50</u>
CHECK # 986								
001	08/23/23	SITEX AQUATICS, LLC	7693B	AUGUST 2023 LAKE MAINT- 9 WATERWAY	R&M-Lake	546042-53901	\$2,690.00	
							Check Total	<u>\$2,690.00</u>
CHECK # 987								
001	08/23/23	TERMINIX PROCESSING CENTER	081623-5837	LIQUID DEFEND SYSTEM	R&M-Clubhouse	546015-57204	\$375.00	
							Check Total	<u>\$375.00</u>
CHECK # 988								
001	08/23/23	BLADE RUNNERS COMMERCIAL	458609	ADJUST IRRIGATION SYSTEM FOR SOD INSTALL	R&M-Irrigation	546041-53901	\$1,660.55	
001	08/23/23	BLADE RUNNERS COMMERCIAL	458626	FIXED VALVE AND MAIN LINE NEXT TO DUMPSTR	R&M-Irrigation	546041-53901	\$870.57	
							Check Total	<u>\$2,531.12</u>
CHECK # 989								
001	08/23/23	EXERCISE SYSTEMS INC	25669	BI MONTHLY PM - FITNESS CENTER 8/16/23	R&M-Clubhouse	546015-57204	\$230.00	
001	08/23/23	EXERCISE SYSTEMS INC	051534	REPAIRS - TREADMILL/BIKE/ROW/TRICEP CABLES	R&M-Clubhouse	546015-57204	\$554.80	

BRIGHTON LAKES

Community Development District

**Payment Register by Fund
For the Period from 08/01/23 to 09/30/23
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
							Check Total	<u>\$784.80</u>
CHECK # 990								
001	08/23/23	KUTAK ROCK LLP	3266020	LEGAL SVCS THRU JULY 2023	ProfServ-Legal Services	531023-51401	\$3,292.54	
001	08/23/23	KUTAK ROCK LLP	3266021	LEGAL SVSC THRU JULY 2023	ProfServ-Legal Services	531023-51401	\$503.50	
							Check Total	<u>\$3,796.04</u>
CHECK # 991								
001	08/23/23	MAGNOSEC CORP	1309	SEC SVCS 07/24/23-08/06/23	Contracts-Security Services	534037-57204	\$2,004.50	
							Check Total	<u>\$2,004.50</u>
CHECK # 992								
001	08/23/23	TECHNI-POOLS	51724	COMMERCIAL POOL SVCS JULY 2023	R&M-Pools	546074-57204	\$2,156.00	
							Check Total	<u>\$2,156.00</u>
CHECK # 993								
001	08/31/23	FAST SIGNS	2060-22240	8 VINYL SIGNS - FOR STREET SIGNS	R&M-Signage	546085-54101	\$727.00	
001	08/31/23	FAST SIGNS	2060-22197	2 - ALUMINIUM SIGNS	R&M-Signage	546085-54101	\$241.80	
001	08/31/23	FAST SIGNS	2060-22206	2 - ALUMINIUM SIGNS PLUS DESIGN FEE	R&M-Signage	546085-54101	\$121.16	
							Check Total	<u>\$1,089.96</u>
CHECK # 994								
001	08/31/23	TECHNI-POOLS	51725	COMMERCIAL POOL SVCS AUG 2023	R&M-Pools	546074-57204	\$2,156.00	
							Check Total	<u>\$2,156.00</u>
CHECK # 995								
001	09/05/23	ENVERA SYSTEMS LLC	730773	SEC SVCS- GATE ACCESS	Contracts-Security Services	534037-53904	\$6,184.15	
							Check Total	<u>\$6,184.15</u>
CHECK # 996								
001	09/15/23	BLADE RUNNERS COMMERCIAL	458646	SEPT 2023 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$18,154.00	
001	09/15/23	BLADE RUNNERS COMMERCIAL	458688	CLEAN UP TREES BEHIND PATRICIA CIRCLE	R&M Trees and Trimming	546099-53901	\$3,250.00	
							Check Total	<u>\$21,404.00</u>
CHECK # DD675								
001	08/14/23	CENTURYLINK-ACH	072223-2871 ACH	Service from 07/22-08/21	Communication - Telephone	541003-51301	\$337.22	
							Check Total	<u>\$337.22</u>
CHECK # DD676								
001	08/14/23	CHARTER COMMUNICATIONS	2002334072123	BILL PRD 7/21-8/20/23	Communication - Telephone	541003-51301	\$39.99	
							Check Total	<u>\$39.99</u>
CHECK # DD678								
001	08/21/23	KUA - ACH	072823 ACH	BILL PRD 6/20-7/19/23	Electricity - General	543006-53901	\$5,221.05	
							Check Total	<u>\$5,221.05</u>
CHECK # DD679								
001	08/26/23	CHARTER COMMUNICATIONS	2009172080823	BILL PRD 8/8-9/7/23	Communication - Telephone	541003-51301	\$149.97	
							Check Total	<u>\$149.97</u>
CHECK # DD680								
001	08/26/23	CHARTER COMMUNICATIONS	2009180080923	BILL PRD 8/9-9/8/23	Communication - Telephone	541003-51301	\$159.97	
							Check Total	<u>\$159.97</u>

BRIGHTON LAKES

Community Development District

**Payment Register by Fund
For the Period from 08/01/23 to 09/30/23
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
CHECK # DD681								
001	08/23/23	TOHO WATER AUTHORITY - ACH	072323 ACH	BILL PRD 6/23-7/23/23	Utility - Water & Sewer	543021-53901	\$373.44	
							Check Total	<u>\$373.44</u>
CHECK # DD682								
001	09/11/23	CENTURYLINK-ACH	082223-2871 ACH	BILL PRD 8/22-9/21/23	Communication - Telephone	541003-51301	\$337.01	
							Check Total	<u>\$337.01</u>
CHECK # DD683								
001	09/11/23	CHARTER COMMUNICATIONS	2002334082123	BILL PRD 8/21-9/20/23	Communication - Telephone	541003-51301	\$39.99	
							Check Total	<u>\$39.99</u>
CHECK # DD684								
001	08/24/23	CENTURYLINK-ACH	080123-8906 ACH	BILL PRD 8/1-8/31/23	Communication - Telephone	541003-51301	\$218.28	
							Check Total	<u>\$218.28</u>
CHECK # DD685								
001	09/20/23	TOHO WATER AUTHORITY - ACH	082323 ACH	BILL PRD 7/23-8/23/23	Utility - Water & Sewer	543021-53901	\$410.00	
							Check Total	<u>\$410.00</u>
CHECK # DD686								
001	08/02/23	CHARTER COMMUNICATIONS	1981488071423	BILL PRD 7/14-8/13/23	Communication - Telephone	541003-51301	\$286.02	
							Check Total	<u>\$286.02</u>
CHECK # DD687								
001	09/25/23	CENTURYLINK-ACH	090123-8906 ACH	BILL PRD 9/1-9/30/23	Communication - Telephone	541003-51301	\$230.28	
							Check Total	<u>\$230.28</u>
CHECK # DD693								
001	09/26/23	CHARTER COMMUNICATIONS	2009180090923 ACH	BILL PRD 9/9-10/8/23	Communication - Telephone	541003-51301	\$159.97	
							Check Total	<u>\$159.97</u>
CHECK # DD694								
001	09/26/23	CHARTER COMMUNICATIONS	2009172090823	BILL PRD 9/8-10/7/23	Communication - Telephone	541003-51301	\$149.97	
							Check Total	<u>\$149.97</u>
CHECK # DD695								
001	09/26/23	KUA - ACH	090623 ACH	BILL PRD 7/26-8/26/23	Electricity - General	543006-53901	\$5,327.55	
							Check Total	<u>\$5,327.55</u>
CHECK # DD696								
001	09/26/23	TOHO WATER AUTHORITY - ACH	082323-ACH	BILL PRD 7/23-8/23/23	Utility - Water & Sewer	543021-53901	\$410.00	
							Check Total	<u>\$410.00</u>
CHECK # DD698								
001	09/05/23	CHARTER COMMUNICATIONS	1981488081423	BILL PRD 8/14-9/13/23	Communication - Telephone	541003-51301	\$286.02	
							Check Total	<u>\$286.02</u>
CHECK # 1006								
001	09/20/23	MARCIAL RODRIGUEZ	PAYROLL	September 20, 2023 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # DD688								

BRIGHTON LAKES

Community Development District

**Payment Register by Fund
For the Period from 08/01/23 to 09/30/23
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
001	09/20/23	JOHN M. CRARY	PAYROLL	September 20, 2023 Payroll Posting			\$84.70	
							Check Total	\$84.70
CHECK # DD689								
001	09/20/23	MARK A. PETERS	PAYROLL	September 20, 2023 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # DD690								
001	09/20/23	DENNIS J. HISLER	PAYROLL	September 20, 2023 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # DD691								
001	09/20/23	NADINE N. SINGH	PAYROLL	September 20, 2023 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # DD692								
001	09/20/23	MICHELLE INCANDELA	PAYROLL	September 20, 2023 Payroll Posting			\$184.70	
							Check Total	\$184.70
							Fund Total	\$173,501.42
<u>SERIES 2017 DEBT SERVICE FUND - 205</u>								
CHECK # 997								
205	09/15/23	BRIGHTON LAKES CDD C/O U.S BANK N.A.	090623 - 2017 SERIES	TRFR ASSES SERIES 2017 FY22-23	Due From Other Funds	131000	\$3,041.79	
							Check Total	\$3,041.79
							Fund Total	\$3,041.79
<u>SERIES 2022-1 DEBT SERVICE FUND - 206</u>								
CHECK # 998								
206	09/15/23	BRIGHTON LAKES CDD C/O U.S BANK N.A.	0623 - 2022-1 SERIES	TRFR ASSESS 2022-1 SERIES FY22-23	Due From Other Funds	131000	\$4,572.00	
							Check Total	\$4,572.00
							Fund Total	\$4,572.00
<u>SERIES 2022-2 DEBT SERVICE FUND - 207</u>								
CHECK # 999								
207	09/15/23	BRIGHTON LAKES CDD C/O U.S BANK N.A.	0623 - 2022-2 SERIES	TRFR ASSESS 2022-2 SERIES FY22/23	Due From Other Funds	131000	\$2,473.20	
							Check Total	\$2,473.20
							Fund Total	\$2,473.20
							Total Checks Paid	\$183,588.41