## BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

## AGENDA PACKAGE March 07, 2024 – 6:00 p.m.

Join on your computer or mobile app Click here to join the meeting

> Or call in (audio only) 646-838-1601, 494446920#



#### **Brighton Lakes Community Development District**

#### Staff:

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

Gabriel Mena, District Manager Tucker Mackie/ Ryan Dugan, District Counsel Mark Vincutonis/ Peter Glasscock, District Engineer Kerry Satterwhite, Director of Field Operations Dennis Hisler, CDD Landscaping & Maintenance Liaison

#### Meeting Agenda Thursday, March 7, 2024 – 6:00 p.m.

1.	Call to Order and Roll Call						
2.	Ple	Pledge of Allegiance					
3.	Au	idience Comments -Limit to 3 Minutes					
4.	Sta	Staff Reports					
	A.	Field Management					
		1. Review of the Field Inspection Report	P.4				
		2. Review of Bladerunners Responses					
		3. Consideration of the Coastal Courts Proposal	P.36				
		4. Consideration of the Simple Solutions Estimate for Power washing	P.38				
		5. Consideration for Sports Surfaces, Inc Estimate					
		6. Consideration of the Fast Signs Estimate # 23522 for Pool Signs					
		7. Consideration of Spies Pool Tile Repair Estimate					
		8. Consideration of the Spies Pool Proposal for Pool Resurfacing					
		9. Consideration of the Paint Corps Estimate #349 for the Guard Shack					
		10. Consideration of the Paint Corps Estimate #349-2 for the Roadway Bridge	P.63				
		11. Consideration of the Paint Corps Estimate #349-3 for the Pleasant Hill					
	F	Rd Wall	P.79				
	В.	Landscaper-Blade Runner					
		1. Review of the January Wet Report					
		2. Consideration of the Playground Mulch Estimate					
	C	3. Consideration for Bridge Declining Plants Estimate	P.101				
	C.	Aquatics	D 100				
	-	1. Review of the Cross Creek Pond Report	P.103				
		CDD Liaison					
	E.	District Engineer					
		1. Consideration of the USA Seal and Stripe Asphalt Paving Proposal	P.107				
	F.	District Counsel					
		1. Discussion of Roadway Repaving Project Completion					
	G.	District Manager					
		1. Consideration of the January 4, 2024, Regular Meeting Minutes, February 15,					
		2024, Special Meeting Minutes, and February 15, 2024, Workshop					
		Meeting Minutes					
		2. Review of the FY 2025 Proposed Budget					
		3. Review of the Financial Statements					
		4. Consideration of the Check Register					
_	п	5. Review of the Fourth Quarter- Website Audit	P.174				
5.		isiness Items Consideration of the New Londocene & Invigation Maintenance Services Associated at the	41.				
	А.	Consideration of the New Landscape & Irrigation Maintenance Services Agreement wi	un				
		Blade Runner					
		(Under Separate Cover)					

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#

#### **Brighton Lakes Community Development District**

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Marcial Rodriguez, Jr., Chairman	Gabriel Mena, District Manager		
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Michelle Incandela, Assistant Secretary			
Mark Peters, Assistant Secretary			
Nadine Singh, Assistant Secretary			
	ermination of Existing Agreement with Blade Runner		
(Under Separate Cover)			
C. Review of the HOA License	Agreement P.186		

- 6. Supervisor Requests
- 7. Adjournment

The next workshop meeting is scheduled for Thursday, April 11, 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#

## PROJECT 2/7/24, 9:29 AM

**Brighton Lakes CDD** 

Wednesday, February 7, 2024

**Prepared For Board Supervisors** 

**60 Items Identified** 

Vincent Morrell Inframark Management Services



## Item 1 - Brighton Lakes Blvd -Entrance

Assigned To Blade Runners The dead Palm Tree leaves need to be removed.

Reference: Entrance, median throughout the property.



Assigned To Blade Runners The dead Palm Tree leaves need to be removed.

Reference: Entrance, median throughout the property.





## Item 3 - Brighton Lakes Blvd -Entrance (Right Side)

Assigned To Blade Runners Voids in the bushes.

Reference: Entering from Pleasant Hill Road, right side.

## Item 4 - Brighton Lakes Blvd -Main Street

Assigned To Blade Runners New mulch installation Needed throughout





## **Item 5 - Brighton Lakes Blvd** Assigned To Inframark We are getting proposals for new installation.

## Item 6 - Brighton Lakes Blvd -Main Street

Assigned To Blade Runners New mulch installation Needed throughout



**Item 7 - Volta Rd.** Assigned To Blade Runners Voids in the bushes.





## Item 8 - Brighton Lakes Blvd-Easement

Assigned To Inframark Debris will be removed this week.

(February 09,2024)



Item 9 - Brighton Lakes Blvd -(Right Side) Assigned To Blade Runners Voids in the bushes.



## Item 10 - Brighton Lakes Blvd -(Guard Shack)

Assigned To Inframark The street sign needs to be replaced.



**Item 11 - Guard shack** Assigned To Inframark A pressure washing and paint proposal will be submitted.



# Item 12 - Guard Shack - Flexible Delineator

Assigned To Inframark The flexible delineator was replaced.



## Item 13 - Brighton Lakes Blvd -Bridge

Assigned To Inframark The bridge column needs to be repaired.



## Item 14 - Brighton Lakes Blvd -Bridge

Assigned To Inframark

The bridge columns need pressure washing and paint, a proposal will be submitted.



## Item 15 - Brighton Lakes Blvd -Sidewalks

Assigned To Inframark Pressure washing proposal will be submitted.

## Item 16 - Brighton Lakes Blvd -Main Street

Assigned To Inframark The sign poles need new paint.





## Item 17 - Brighton Lakes Blvd -Main Street Assigned To Blade Runners New

mulch installation needed throughout the Boulevard.

## Item 18 - Brighton Lakes Blvd -Easement Entrance

Assigned To Inframark New pole installation was completed.





## Item 19 - Brighton Lakes Blvd -Near Clubhouse

Assigned To Inframark The curb area in yellow needs paint.

## Item 20 - Brighton Lakes Blvd -Near Clubhouse

Assigned To Inframark The sign poles need to be painted.





## Item 21 - Brighton Lakes Blvd -Near Clubhouse

Assigned To Inframark The leaning pole need to be fixed.

### Item 22 - Brighton Lakes Blvd -Main Street

Assigned To Blade Runners The Spanish moss needs to be removed throughout the priority.





## Item 23 - Brighton lakes Blvd -Near Ponde Assigned To Inframark Broken dog station bucket needs

replacement.

## Item 24 - Conservation Area -Stargrass Cir.

Assigned To Inframark Debris in conservation area needs to be removed. A proposal will be submitted.



Item 25 - Brighton Lakes Blvd Assigned To Blade Runners The tree suckers needs to be pruned.



## Item 26 - Brighton Lakes Blvd -Main Street

Assigned To Blade Runners The tree suckers needs to be pruned.



## Item 27 - Brighton Lakes Blvd -Near Sweetspire Cir.

Assigned To Blade Runners New mulch installation needed.



Item 28 - Brighton Blvd Assigned To Blade Runners The bushes needs to be trimmed throughout the property.

Reference: Behind house, 2760 Patrician Cir



## Item 29 - Brighton Lakes Blvd -Sweetspire Cir

Assigned To Blade Runners The irrigation line broken. A proposal for leak repairs and turf repairs and needs to be presented.

## Item 30 - Brighton Lakes Blvd -Sweetspire Cir. Assigned To Blade Runners New mulch installation needed.





## Item 31 - Pocket park Sweetspire Cir

Assigned To Blade Runners New mulch installation needed.

## Item 32 - Sweetspire Cir. - Pocket Park

Assigned To Blade Runners The surface around the bench needs to be edged and add mulch.





# Item 33 - Pond (Brighton Lakes Blvd - Sweetspire)

Assigned To Pond Vendor

The pond has trash that needs to be picked up and weeds that need to be treated.



## Item 34 - Pond (Brighton lakes Blvd - Right Side)

Assigned To Pond Vendor The pond has trash that needs to be picked up and weeds that need to be treated.



# Item 35 - Pond (Near Of Clubhouse)

Assigned To Pond Vendor

The pond has trash that needs to be picked up and weeds that need to be treated.



## Item 36 - Pond (Brighton Lakes Blvd - Near Clubhouse)

Assigned To Pond Vendor The pond has trash that needs to be picked up and weeds that need to be treated.





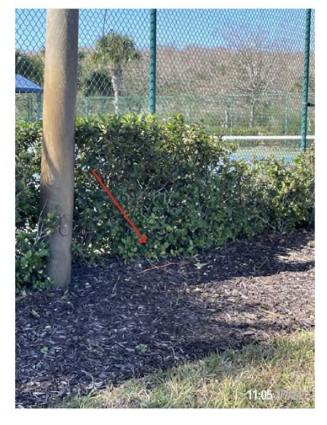


**Item 38 - Chapala Playground** Assigned To Blade Runners New mulch installation needed and weeds needs to be treated.



## Item 39 - Chapala Dr. (Fence)

Assigned To Inframark The fence needs pressure washing. Proposal will be submitted for approval.



**Item 40 - Clubhouse** Assigned To Spectrum An exposed wire needs to be relocated into the underground.



**Item 41 - Clubhouse** Assigned To Blade Runners Base around light poles need edged.

## Item 42 - Clubhouse (Men's Restrooms)

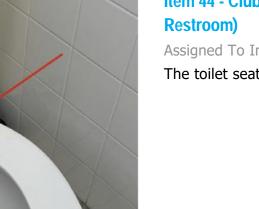
Assigned To Inframark

The door frame needs to be replaced.



## Item 43 - Clubhouse (Men's **Restrooms)**

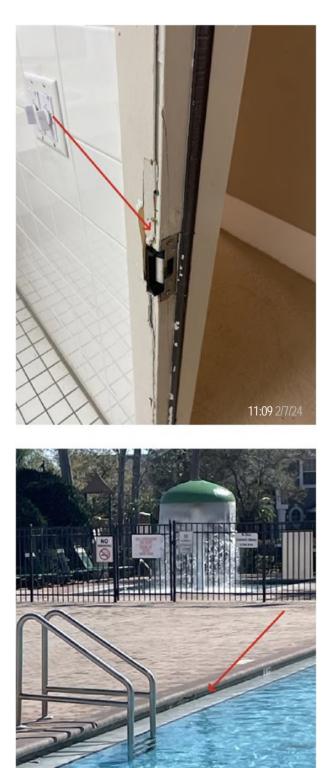
Assigned To Inframark The locks and the holder need to be replaced.



# Item 44 - Clubhouse (Men's

Assigned To Inframark The toilet seat needs replacement.





11:10

## Item 45 - Clubhouse (Women's Restrooms) Assigned To Inframark The door frame need to be replaced.

Item 46 - Clubhouse (Pool) Assigned To Inframark Broken tile repair was referred to a vendor for a proposal



## Item 47 - Clubhouse (Tennis Court & Basketball Court)

Assigned To Inframark Currently painting top rail on fence.

**Item 48 - Clubhouse (Fence)** Assigned To Inframark Pool fence needs to be painted.



**Item 49 - Clubhouse (Pool Lamps)** Assigned To Inframark LED Lights will be replaced, this week (February 09,2024).

**Item 50 - Clubhouse (Pool Sign)** Assigned To Inframark The deteriorated sign needs to be replaced.



## Item 51 - Clubhouse (Pool Sign)

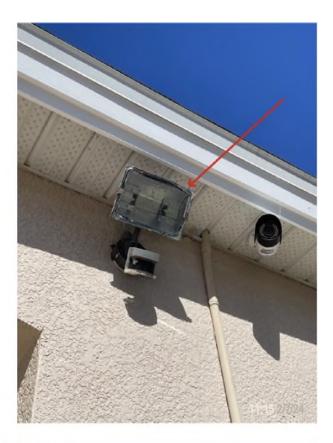
Assigned To Inframark The deteriorated sign needs to be replaced.

## Item 52 - Clubhouse (Pool Sign) Assigned To Inframark

The deteriorated sign needs to be replaced.

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## Item 53 - Clubhouse (Pool, West Entrance)

Assigned To Inframark LED Lights will be replaced, this week (February 09,2024).



Assigned To Blade Runners Tall weeds needs to be mowed.





# Item 55 - Pond (Next To The Bridge)

#### Assigned To Pond Vendor

The pond has trash that needs to be picked up and weeds that need to be treated.



## Item 56 - Brighton Lakes Blvd (Easement)

Assigned To Blade Runners The easement needs to be mowed.

Reference: Entering through the bridge, near of the Guard shack.



# Item 57 - Pond (Next To The Bridge)

### Assigned To Pond Vendor

The pond havs trash that needs to be picked up and weeds that need to be treated.



# Item 58 - Pond (Brighton Lakes Blvd)

### Assigned To Pond Vendor The pond has trash that needs to be picked up and weeds that need to be treated.



## Item 59 - Pond (Brighton Lakes Blvd)

Assigned To Pond Vendor Trash and weeds present in pond



# Item 60 - Brighton Lakes (Property Wall)

Assigned To Inframark

Pressure washing and paint proposal needed.

## **Field Manager Report**

- 1. Palm pruning will be done at the end of March.
- 2. Palm pruning will be done at the end of March.
- 3. Please let me know if you want to replace it, what I was told to do was to remove the dead area and let it grow back.
- 4. It will be done in March.
- 5. It will be done in March.
- 7. Please let me know if you want to replace it, what I was told to do was to remove the dead area and let it grow back.
- 9. The bushes on these areas will be installed when the pump is fixed.
- 17. March
- 22. Tree trimming is ongoing.
- 25 and 26 we will get it done this week.
- 27. March.
- 28. Will be done this week.
- 29. We will send it shortly.
- 30. March.
- 31 March.
- 32 March.
- 38. Weeds will be done this week. The proposal for playground mulch has not been approved yet.
- 54. Done.
- 56. Bush Hogging will be done when the sod gets dry.



Date: February 2, 2024	Project Cost: \$19,900.00	Price valid for 30 days.
Brighton Lak	ies	Vincent Morrell
4250 Brighton Lak	es Blvd	407-361-3559
Kissimmee, F	L <u>Vince</u>	ent.morrell@inframark.com
Product/Service	Description	
Double tennis + basketball Coastal Courts to supply labor and materials to surface one	Power wash and/or Machine san minor imperfections and raised c	d the court(s) to remove dirt, mildew, rack edges.
double tennis court and one basketball court (18,650 sq ft).	Clean out the wider structural cra wider than 1/16 <sup>th</sup> with acrylic pat	acks/expansion joints and fill cracks ch mix.
	Flood the court(s) and patch all a after one hour of draining.	reas holding water to 1/16" tolerance
	Squeegee one coat of sand filled	acrylic resurfacer over the entire.
	Squeegee two coats of sand filled Colors to be chosen.	acrylic color over the entire surface.
	Inside color O	utside color
	Stripe for 2ea tennis court and 1e textured line paint according to A	-
	<b>B</b> · · · · · · · · · · · · · · · · · · ·	

Paint net post and rehang existing tennis nets.

## **Project Cost: \$19,900.00** Deposit of 50% required to start, balance due upon completion.

Options:							
Description	Price	Initials					
To hang 1ea new signature tennis net double top: 3.5mm braided w/ top 7 rows doubled, double-layered 51 oz vinyl white head band.	\$300.00						
To stripe 1ea pickleball court on tennis court using two coats of textured line paint according to USAPA specs.	\$450.00						

#### Total with elected options:



PO Box 162224 Altamonte Springs, FL 32714 | 407-822-9955 www.coastalcourts.com | estimating@coastalcourts.com

# Conditions of Sale

- Permits are not included.
- All labor is open shop, court must be accessible with heavy equipment, customer must provide a water source to flood court(s) and mix materials.
- Work can only be completed under acceptable weather conditions. Customer must turn off all sprinklers systems that may cause water to fall upon court(s).
- Coastal Courts is not responsible for damage to vegetation, driveways, sidewalks, curbs, or irrigation systems.
- Coastal Courts guarantees workmanship and material for one year after completion date. This guarantee excludes normal wear and tear, physical abuse or neglect, and any other condition beyond our control such as subbase settling, structural cracks, hydrostatic pressure, water vapor pressure bubbles, and intrusion of weeds or insects. As asphalt ages and weathers, it oxidizes, shrinks, and hardens, making it less flexible and more prone for cracks to reappear.
- This signed proposal is considered a contract between the customer and Coastal Courts to all options, terms, and conditions.

Signature:	Signature:	null Konu
Print:	Print: Nick	Knarr
Title:	Title: Presi	dent
Date:	Date: Febr	uary 2, 2024



# Simple Solutions Exterior Cleaning LLC 4280 Church St. Ste 1556 | Sanford, FL 32771 407-952-1453 | SimpleSolutionsOrlando@gmail.com |

www.SimpleSolutionsFL.com

RECIPIENT: Brighton Lakes CDD 4250 Brighton Lakes Boulevard Kissimmee, Florida 34746 Phone: 4079472489		Quote #5435           Sent on	
		Product/Service	Description
Concrete Sidewalk Cleaning			\$5,915.40
	Post treatment algaecide will be applied after pressure washing to achieve the longest lasting clean.		
59,154 Sqft x \$.10/Sqft			
Includes all CDD responsible sections throughout communi		roughout community	

	Total	\$5,915.40
This quote is valid for the next 30 days, after which values may be subject to change.		
***************************************		
By signing, the Client and Contractor hereby agree to the following terms:		
1. Client will give Simple Solutions Exterior Cleaning LLC access to the proposed property, or work site.		
<ol> <li>Simple Solutions Exterior Cleaning LLC will begin performing services on a service date that is scheduled as agreed upon and confirmed via email.</li> <li>*Disclaimer: Service date subject to change with notice.</li> </ol>		
		1 of 3 pages



# **Simple Solutions Exterior Cleaning LLC**

4280 Church St. Ste 1556 | Sanford, FL 32771 407-952-1453 | SimpleSolutionsOrlando@gmail.com | www.SimpleSolutionsFL.com

#### Notes Continued...

3. Client will provide Simple Solutions Exterior Cleaning LLC with a water supply to perform pressure cleaning services.

4. Client agrees to pay the total amount shown on the Quote and agrees to all listed services.

5. There is a \$50.00 cancellation fee with in a 24-hour period.

6. Payment terms will consist of Due on Completion unless other payment terms were agreed to. Payment shall be received on completion by any of the following payment methods: check, cash, or credit card. Upon completion of service, an invoice will be emailed.

7. Driveway and parking areas should be clear of automobiles. Items should be removed from, under, and around patios, decks, pads, and sidewalks. These items should be placed inside, or under cover away from roof line/ area to be cleaned.

8. Have all pets inside. Client is responsible if the pet encounters any chemicals if let out during the process of cleaning. If you have dogs, please remove any droppings from the work areas.

9. Client agrees to allow Simple Solutions Exterior Cleaning LLC to utilize any photos, descriptions, reviews, quotes, or videos of the property and/or the Client in the context of marketing or advertising for the company unless otherwise discussed.

10. Simple Solutions Exterior Cleaning LLC is not responsible for any water intrusion. While every effort is made to prevent this from happening, bad seals around windows and doors and cracks in concrete foundations can make this unavoidable. Make sure all windows are closed tightly, and notify Simple Solutions Exterior Cleaning LLC of any damaged window seals or leaks. If windows have had issues before, put a towel in place prior to service.

11. Customers should remove any electronic devices within 10ft of the cleaning area. SSEC will not responsible for non outdoor rated (IP65) electronics that are damaged as a result of getting wet during a cleaning.

12. 2-year roof cleaning warranty conditions: If within the first two (2) years after initial service, the roof begins to show black spots/stains, the customer is to contact Simple Solutions to request warranty service. Simple Solutions can request and require at least two (2) pictures from the ground showing suspected problem areas.

Simple Solutions shall determine if the suspected problem areas are indeed moss/algae/lichen growth, and determine if it needs to be cleaned again. Simple Solutions shall not be held accountable for any loose debris, leaves, sticks, etc. Any and all tree limbs and branches must be trimmed and maintained so they are not touching or resting on roof, and at least six (6) feet from the roof.

#### Roof must be maintained from heavy

accumulation of loose debris, leaves, fallen sticks/branches, and pine needles as well as hanging/Spanish moss, ferns and other plant growth. Failure to maintain can result in voided warranty. Warranty treatment should be performed no later than eight (8) weeks from initial warranty request. Warranty treatment shall be performed by Simple Solutions, unless otherwise specified. There will be NO charge for warranty treatment within two (2) years of original service date. There will be no pro-rated charges. Warranty has no cash value.

Spot treatment warranty entails treating dirty spots, not entire roof. Any warranty service performed that is more than 15 miles from Simple Solutions business address shall be charged a travel fee of \$4.25 per mile each way.

13. Disclaimer: Simple Solutions Exterior Cleaning LLC guarantees all products and labor supplied under this contract to meet or exceed standards of the trade. These terms do not apply to any work or product not provided by Simple Solutions Exterior Cleaning LLC. The guarantee does not apply to any damages caused by factors beyond the control of Simple Solutions Exterior Cleaning LLC, such as; existing structural defects, improper maintenance, or unusual wear of cleaned surface. All pre-existing damage should be documented. Simple Solutions Exterior Cleaning LLC shall only be obligated under this agreement for damages of which are a direct result of operator error and discovered and reported within 15 days of completion of service. Upon receipt of written notice, Simple Solutions Exterior Cleaning LLC shall be allowed 30 days from date of receipt for the purpose of inspecting the premises. Simple Solutions Exterior Cleaning LLC shall have sole option of repairing or contracting repair work correcting any structural damages that are a direct result of operator error. If for any reason a claim for insurance is made, 100% payment of the total invoice is still required in full per item 4 payment terms.



# **Simple Solutions Exterior Cleaning LLC**

4280 Church St. Ste 1556 | Sanford, FL 32771 407-952-1453 | SimpleSolutionsOrlando@gmail.com | www.SimpleSolutionsFL.com

#### Notes Continued...

\* If there is any litigation needed between the Client and Simple Solutions Exterior Cleaning LLC it shall be filed and tried in Simple Solutions Exterior Cleaning LLC's local jurisdiction.

\* The contract prices, specifications, method of billing, and terms of payment are satisfactory and hereby accepted by Client.

This contract shall be governed by the laws of the State of Florida in Seminole County and any applicable Federal Law.

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



7011 Wilson Rd. West Palm Beach Fl. 33413 561-964-2001 1 Fax: 561-964-5009 www.sportsurfaces.com

# PROPOSAL/AGREEMENT

January 19, 2024

**Brighton Lakes CDD** 4250 Brightin Lakes Blvd Kissimmee FL 34746

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Brighton Lakes CDD hereinafter called the Customer for resurfacing of (1) basketball court with respect to the following terms and specifications:

# **COURT PREPARATION:**

Court Size: 50' x 83' approximate area

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil. The Contractor will patch depressions greater than 1/16" after 1 hour drying time in sunlight, grind down any ridges as necessary. Depressions are low spots that hold water on the court. Up to 10 gallons of patching material included. The Contractor will install fiberglass mesh membrane over entire court area to repair excessive cracking. Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water.

# SURFACING OF BASKETBALL COURT(S)

The Contractor will apply (2) Coat of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface. The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), To provide in depth color over court surface. Color Choice

(*Colors may be selected by visiting* <u>https://sportsurfaces.com/design/surface-color-selector/</u>The Contractor will accurately locate, mark, and paint two inch wide playing lines in accordance with high school regulations using white textured heavy bodied acrylic latex paint.

# FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$ 7,500.00)

\*All prices are in US Dollars. Prices are subject to change after fourteen (14) days. Our bid prices are based upon you providing adequate access and storage areas.



7011 Wilson Rd. West Palm Beach Fl. 33413 561-964-2001 1 Fax: 561-964-5009 www.sportsurfaces.com

January 19, 2024

**Brighton Lakes CDD** 4250 Brighton Lakes Blvd Kissimmee FL 34746

#### **OPTIONAL – PLEASE INITIAL TO ORDER**

**Waste Removal:** Customer will provide dumpster for waste removal or agrees hereby to be billed for waste removal fees. Average Price per dumpster \$ 600-\$1,000.00 depending on location/service provider. Demolition waste removal in "fee". Any other dumpsters needed not included in "fee". Dumpster provided by Customer\_\_\_\_\_ Dumpster provided by Sport Surfaces\_\_\_\_\_\_

Color Choice Additional Coating: Light Colors and Red will need a 3<sup>rd</sup> Coat. ADD \$ 950.00\_\_\_\_\_\_ Only needed if red or light colors are chosen. Most colors do not need additional coating.

**Pickleball Lines:** The Contractor will accurately locate, mark, and paint two inch wide playing lines in accordance with USAPA regulations using white textured heavy bodied acrylic latex paint. ADD \$650.00\_\_\_\_\_

#### **PROVISIONS:**

The Customer agrees to pay a 33% due upon acceptance of proposal The Customer agrees to pay a 33% due upon commencement. The Customer agrees to balance upon completion of the above-proposed work.

#### **GUARANTEE**

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

#### **TERMS & CONDITIONS**

CUSTOMER AGREES THAT BY SIGNING THE BELOW CONTRACT THEY AGREE TO ABIDE BY OUR TERMS AND CONDITIONS WHICH CAN BE FOUND BY CLICKING THIS LINK OR CUTTING AND PASTING THIS LINK ONTO THEIR BROWSER: <u>https://sportsurfaces.com/terms-and-conditions/</u>

Respectfully submitted by: Nick Chavez - Sports Surfaces LLC.

Prop	osal accepte	ed by:	Ţ	Fitle:	Date:



1902 West Vine St. Kissimmee, FL 34741 (407) 287-6840

# ESTIMATE EST-23522

Payment Terms: Deposit Required Account

DESCRI	PTION: Aluminum signs			
Bill To:	Brighton Lakes CDD 313 Campus Street Celebration, FL 34747 US	·	FASTSIGNS of Kissimmee 1902 West Vine St. Kissimmee, FL 34741 US	
Wor	ested By: Vincent M. Morrell Email: Vincent.Morrell@inframark.com k Phone: (407) 566-1935 ill Phone: (407) 361-3559	Salesperson: Ho	ouse 175401 - Kissimmee, FL	
NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	<ul> <li>12"W x 18"H Reflective (EGP) Aluminum 0.08 with UV</li> <li>Printing -SS - Production time 3-5 Business Days</li> <li>No Alcoholic Beverages Allowed (x2)</li> </ul>	2	\$43.08	\$86.16
2	<ul> <li>18"W x 12"H Reflective (EGP) Aluminum 0.08 with UV</li> <li>Printing -SS - Production time 3-5 Business Days</li> <li>No Glass Containers Allowed in Pool area (x1)</li> <li>No Smoking (x1)</li> </ul>	2	\$43.08	\$86.16
3	<ul> <li>24"W x 18"H in 3mm White Max Metal with Printed Vinyl and laminated - Production time 3-5 Business Days</li> <li>No Lifeguard.</li> </ul>	2	\$61.00	\$122.00
	<ul> <li>12"W x 12"H Reflective (EGP) Aluminum 0.08 with UV</li> <li>Printing -SS - Production time 3-5 Business Days</li> <li>Life Ring</li> </ul>	1	\$33.00	\$33.00
5	<ul> <li>15"W x 12"H in 3mm White Max Metal with Printed Vinyl and laminated - Production time 3-5 Business Days</li> <li>No Trespassing</li> </ul>	1	\$45.00	\$45.00
1 h I	Design Fee/ Job Prep (Standard)- ONLY 3 CHANGES ARE ALLOWED	1	\$35.00	\$35.00
*This ar	ctimate is valid for 20 days		Subtotal:	\$407.32
	stimate is valid for 30 days. e sign Estimate and include today's day. A 50% deposit is re	quired to	Taxes:	\$0.00
	vorking on the project when is more than \$250.00 total cos		Grand Total:	\$407.32

begin working on the project when is more than \$250.00 total cost. If it is less full payment is required to proceed.

\*Three Revisions and/or changes per Artwork per project. After the third change, a \$15.00 Fee will be added to the order per Artwork change. \*Artwork and Set-up Fee does not release a digital copy of the artwork to customers (\$180 for Release of Artwork).

\*City or County Fees are not included in the estimate. \*ANY ORDERS THAT ARE RUSH ORDERS, ORDERS WITH INSTALLATION, AND ORDERS THAT NEED TO BE DELIVERED NEED TO BE PAID IN FULL BEFORE PRODUCTION.

\*When ordering card on file is required to proceed with the order. Once production is completed we will charge the remaining balance automatically \*All RUSH ORDER must be approved before 2:00 pm. After 2:01 pm the order will be ready for the next day.

#### CUSTOMER NOTICE

Prices listed, quoted, & advertised reflect our cash price. OUR REGULAR PRICE INCLUDES A 4% NON-CASH ADJUSTMENT. We offer savings at the point of sale when you pay with cash. The purpose of the non-cash adjustment is to incentivize customers to pay with cash. This is an "in-kind incentive" in compliance with section (2)(A) of the Durbin Amendment, a provision of United States Federal Law, 15 U.S.C & 1690-2. We further provide a Cash Discount from the regular price in accordance with section (4)(c)(4) of the same document. This sign is meant to inform customers of our regular price in compliance with this law.

\*\*\*Thank You For Your Business\*\*\*

Signature:

Date:

Parts, Repairs and

Lic # CP C043205

Pool Heater Sales

Renovations

and Repair

Lic # 12152

- •Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment
   of Drinking & Waste Water

BRIGHTON LAKES CDD 4250 BRIGHTON LAKES BLVD KISSIMMEE, FL 34747

2/7/2024

ATTN: MANAGER

PER YOUR REQUEST THIS QUOTE IS FOR REPAIRS TO YOUR **POOL** TILE. SPIES WILL LOWER THE POOL WATER LEVEL, REMOVE EXISTING CHIPPED/BROKEN INSIDE BEAM TILES, CREATE A SMOOTH SURFACE AND INSTALL 12 NEW 6"X6" SMOOTH, FLAT, TEAL TILES (COLOR MAY NOT BE AN EXACT MATCH. PRICE INCLUDES ALL LABOR FOR THE REPAIR.

1989

TOTAL \$695.00 PLUS TAX

NOTE: THE POOL MUST REMAIN CLOSED DURING THE REPAIR.

\*\*\*DUE TO EXISTING BEAM ISSUE, THERE IS NO WARRANTY ON TILES CRACKING. PRICE IS GOOD FOR 30 DAYS FROM BID DATE ABOVE.

ACCEPTED AND AGREED:

NAME	
TITLE	
DATE	

REGARDS,

KEN SOUKUP SERVICE MANAGER SPIES POOL LLC CP C043205

801 Sawdust Trail Kissimmee, FL 34744



407-847-2771 Fax 407-847-8242

- Commercial
   Swimming Pool
   Chemicals & Supplies
- Chlorine for Treatment
   of Drinking & Waste Water

 Parts, Repairs and Renovations Lic # CP C043205
 Pool Heater Sales and Repair Lic # 12152

SPIES SALES JANNE JANNERSANY 1969-2023

801 Sawdust Trail

Kissimmee, FL 34744

1989

Est.

407-847-2771 Fax 407-847-8242

• Commercial Swimming Pool Chemicals & Supplies

Chlorine for Treatment
 of Drinking & Waste Water

 Parts, Repairs and Renovations Lic # CP C043205
 Pool Heater Sales and Repair Lic # 12152

BRIGHTON LAKES 4250 BRIGHTON LAKES BLVD. KISSIMMEE, FL. 34746

02/09/24

ATTN: PROPERTY MANAGER

RESURFACE POOL WITH EXPOSED QUARTZ FINISH AND INSTALL TILE PER FBC 454. ALSO INCLUDES ADDITIONAL OPTIONS.

1989

#### SCOPE OF WORK FOR POOL AREA

- DRAIN POOL, (NEUTRALIZE/BALANCE CHLORINE AND PH AND DRAIN POOL TO APPROVED WASTE METHOD)
- CHIP OFF LOOSE AND DELAMINATED MATERIAL UP TO 400 SQ. FT
- DIAMOND SAW CUT AND BEVEL EXISTING FINISH APPROXIMATELY 1 ½'-2" WIDE, AROUND ALL WALL PENETRATIONS, (INCLUDING LIGHTS, MAIN DRAINS AND RETURN LINE FITTINGS, VACUUM LINES) AND NEXT TO TILE TO PROVIDE FULL DEPTH AND FLUSH INSTALLATION OF THE NEW FINISH
- CHIP AND REMOVE NEEDED SURFACE FROM GUTTER TO ACHIEVE 2" SLOPE FROM THE FRONT TO THE BACK OF THE GUTTER.
- 4,000 PSI PRESSURE WASH ENTIRE POOL SURFACE
- ACID WASH (ACID WILL BE PUMPED INTO A CONTAINMENT TANK, NEUTRALIZED, AND PUMPED TO A PROPER DRAIN)
- TILE OVER EXISTING WATERLINE TILE, INSTALL NEW 2"X6" CONTRASTING SKID RESISTANT TILE ON THE GUTTER LIP.
- RETILE THE INSIDE BEAM. INSTALL NEW 6"X6" TILE WITH NEW DEPTH MARKERS.
- INSTALL NEW 2"X6" CONTRASTING SKID RESISTANT STEP TILE ON STEPS.
- TILE OVER EXISTING BREAKLINE WITH 2"X2" ABRASIVE TILE
- APPLY SGM TWO PART BOND KOTE TO PREPARE OLD SURFACE (COVERING FLOOR, GUTTER, AND WALLS)
- REPLACE THE 3-12" MAIN DRAIN FRAMES AND GRATES IN POOL WITH NEW VGBA GRATES.
- RESURFACE POOL WITH SMOOTH, MONOLITHIC LAYER OF DIAMOND BRITE EXPOSED QUARTZ FINISH (COOL BLUE) (3/8" TO ½" THICK)
- REMOVE ALL WASTE FROM JOB

801 Sawdust Trail Kissimmee, FL 34744



407-847-2771 Fax 407-847-8242

- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment
   of Drinking & Waste Water

 Parts, Repairs and Renovations Lic # CP C043205
 Pool Heater Sales and Repair Lic # 12152

 REFILL POOL WITH YOUR WATER, COMPLETELY BALANCE THE WATER CHEMISTRY USING YOUR CHEMICALS, START UP SYSTEM, INSTRUCT YOUR OPERATOR IN THE PROPER TECHNIQUE OF CARING FOR THE NEW FINISH

1989

#### POOL RESURFACING

 LIMITED 5YR. MANUFACTURER WARRANTY (POOL FINISH ONLY) ALL OTHER MATERIALS AND LABOR 1 YEAR WARRANTY

TOTAL: \$85,075.00

#### OPTION #1

POOL BEAM REPAIR TO CORRECT BROKEN TILE ISSUE. REPAIR 275 LINEAR FEET OF POOL BEAM, INSTALL NEW PAVER COPING.

- BEAM REPAIR. CHIP AND REMOVE PAVER COPING, INSIDE BEAM TILE, AND ENTIRE POOL BEAM (275 LINEAR FEET). EPOXY REBAR PINS INTO TOP OF BEAM AND TIE ONE HORIZONTAL BAR OF REBAR TO EPOXIED PINS. FORM AND POUR CONCRETE IN REPAIR AREA.
- INSTALL NEW INSIDE BEAM TILE (THIS COST IS INCLUDED IN THE POOL RENOVATION COST AND IS NOT REFLECTED IN THE TOTAL BELOW)
- INSTALL NEW 9"X4" BULLNOSE PAVER COPING (CUSTOMER CHOICE OF STANDARD COLORS) ON THE POOL BEAM REPAIR SET FLUSH WITH EXISTING DECK PAVERS.
- PRICED TO BE DONE WITH THE POOL RENOVATION

TOTAL: \$41,250.00

#### <u>OPTI ON #2</u>

• INSTALL 7 NEW LED LIGHTING FIXTURES IN EXISTING LIGHT NICHES. ANY WORK TO THE EXISTING LIGHTING SYSTEM, I.E. TRANSFORMERS, CONDUITS, BOND WIRE, ETC. ARE NOT INCLUDED. IF ANY ADDITIONAL WORK IS NEEDED, A PROPOSAL WILL BE PROVIDED BEFORE WORK IS COMPLETED.

TOTAL: \$7,725.00

TOTAL: \$2,400.00

#### OPTION #3

 TOP OF THE BEAM. INSTALL NEW 6"X6" NON-SKID DEPTH AND INTERNATIONAL NO DIVING TILE IN THE POOL DECK AT EXISTING LOCATIONS.

801 Sawdust Trail Kissimmee, FL 34744



407-847-2771 Fax 407-847-8242

<ul> <li>Commercial Swimming Pool Chemicals &amp; Supplies</li> <li>Chlorine for Treatment of Drinking &amp; Waste Water</li> </ul>	• Parts, Repairs and Renovations Lic # CP C043205 • Pool Heater Sales and Repair Lic # 12152
	VERS. SLOTTED FLOOR RETURN COVERS ALLOW FOR WATER TO CES OF FUTURE STAINING AND EROSION OF THE NEW FINISH. TOTAL : \$1,250.00
FILTE RI NG, AND HEATING OF POOL WA TER WILL TAK E A WEATHER AND GROUNDWATER CONDITIONS MAY INCREASE T 50% DEPOSIT DUE UPON RECEIVING A COPY OF THE SIGNED O SUBMITTAL OF OUR FINAL INVOICE. PLEASE HAVE AN AUTHOR CONVENIENT SCHEDULING OF THE WORK. IF YOU HAVE ANY Q *P RICE GOOD FOR 30 DA YS	
ACCEPTED AND AGREED: BY: TITLE: DATE:	REGARDS, DEREK SCHWAN PROJECT MANAGER SPIES POOL, LLC. CP C043205
OPTION #1OPTION #2 OPTION #3OPTION #4	



407-847-2771 Fax 407-847-8242

801 Sawdust Trail Kissimmee, FL 34744



ESTIMATE	#349
TOTAL	\$1,674.11

Vincent Morrell 4250 Brighton Lakes Blvd Kissimmee, FL 34746

🐛 (407) 361-3559

CONTACT US

901 S Park Court Kissimmee, FL 34741

**L** (407) 930-9837 kissimmee-fl@paintcorps.com

# ESTIMATE

# **Exterior Commerical Painting Project**

# SCOPE OF WORK:

# The following areas will be properly prepared & painted:

The exterior of the guard shack to include stucco siding, fasica/soffits, trim, ceiling, and exterior doors. Minor stucco cracks will need to be sealed and peeling paint needs to be scraped before painting. Color scheme to be the same color.

# The following areas will not be painted:

Front & back patio floors. Nothing to do with the decoartive stone pillars.

Color Selections: TBD

# THE FOLLOWING PREPPING PROCESSES WILL BE USED: (if applicable)

Furniture & décor to be moved out of the work area.

· Home will be soft/pressure washed with proper solution to prevent mold, mildew, soot, & other contaminants from causing damage to surface area. This includes rust treatment.

· Floors, furniture, light fixtures, bushes, windows, surfaces not being painted, etc. will be protected from paint splatters via plastic or drop cloths.

· Areas of peeling, blistering or loose paint will be scraped & sanded smooth before priming and finish painting occurs.

• All gouges, holes, nail heads, butt joints and seams will be properly sealed where needed.

· Surface specific primer will be applied to any exposed concrete, metal, drywall, and wood before finish applications are used.

• Sherwin Williams Loxon Masonry Sealer will be applied to any masonry exterior surfaces to prevent peeling by alkali damage & seal home before finish products are applied.

• Exterior doors to be electric sanded, cleaned with trisodium phosphate and properly masked before a fine finish spray application is performed for a factory like finish.

# THE FOLLOWING PAINTING PROCESS WILL BE USED: (if applicable)

• Finish products to be applied via spray & back roll application where possible. Spraying allows us to achieve specification standards of 3.0 mil thickness on all surfaces keeping our manufacturers paint warranty valid. Spray & back rolling is considered a **two coat** system.

• Smooth surfaces will receive a complete spray finish to achieve factory like finishes. (ie. soffits, fascia, hardie board, vinyl siding, garage doors, etc)

• Porous surfaces will receive a complete spray and back roll finish to ensure proper coverage and thickness in mils. (ie. stucco, cedar siding, CMU walls, etc)

#### SCHEDULE:

Tentative start date TBD

Approximately a 1-2 day project.

# PAYMENT TERMS & METHODS:

20% initial deposit, invoices are e-mailed prior to start date.

Balance due upon completion and after final walk through has been performed.

We accept cash, checks, ACH, MasterCard, Visa and Discover Card. **There is no upcharge for using** redit cards to make payment.

#### -----

# NOTES:

• Thank you for allowing PAINT CORPS<sup>™</sup> the opportunity to provide you with our proposal for your project. Our goal from start to finish is to provide you with an "**Excellent Painting Experience**."

• During your project you will be assigned a Supervising Team Leader. The Team Leader will run the painting crew and be available to address any of your concerns throughout the project. Feel free to reach out to anyone on our leadership team as well.

• At the end of the project we will fully clean up and the Supervising Team Leader will do a final walk through with you to inspect the work performed, and if necessary finish the final touch ups. Left over paint will be labeled and left at the job site.

• Painting of walls, ceilings, doors, trim, or any other surfaces not specifically listed in the scope of work are not included in the price.

• All materials to be Sherwin Williams products and supplied by contractor, unless otherwise noted above.

**CUSTOMER SERVICE COMMITMENT**: The goal for this project is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making our customers feel part of the process with excellent communication, by dong things right the first time, and by respecting your property and your home. We recognize that we are guests.

**5 YEAR FREE TOUCH UP WARRANTY**: We warranty all of our work for 5 years against chipping, blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see our Terms & Conditions for details. Please note that water damage and nail pops are structural issues, and are not painting related warranty issues.

-----

# Why hire a Licensed Contractor?

• One who has satisfied the local jurisdiction and state with the educational, financial ability, business and experience requirements for such license. One who maintains the required liability and workers compensation insurance coverage. One who provides and updates the local jurisdiction with proof of such insurance coverage and changes.

#### **Our Contractor's License**

https://photos.google.com/photo/AF1QipP7bI7FBkKFlkNf8mCA3X93qseOjVZ\_1U1wSG\_X

#### Why hire an Insured Contractor?

• Hiring a contractor that is fully insured (Work Comp, General Liability, Commercial Insurance) protects you from lawsuits arising out of contractor actions, but it also prevents you from suffering financially should the contractor damage your property or cause injury to you or others.

#### **Our Certificate of Insurance**

https://photos.google.com/photo/AF1QipN38tUDAAz-KWuXGckK9ZYT2rBfNKjf2w5s4Q5P

# Why hire a Contractor with a Surety Bond?

• A surety bond guarantees the customer that all agreed-upon terms and conditions of the contract will be met. In the event that they are not, a customer can file a claim towards the bond to be compensated. This is another form of protection for our customers to ensure their satisfaction.

#### **Our Surety Bond**

https://photos.google.com/photo/AF1QipNsPBj6MqvDApmxJjo2V1PryeybXc73JaiaRaN1

# WHAT MAKES US UNIQUE:

5 Year Free Touch Up Warranty Background Checked Employees Trained by PAINT CORPS™ Veteran Owned & Operated Workers Compensation Insurance to Protect our Customer's from Litigation 2m in Liability Insurance to Protect our Customer's Home from Damages Contractor's License & Bond Painting Contractors Association Member that Follows the Standards of the Painting Industry Only Using the Highest **QUALITY** Paint from Sherwin Williams

#### Materials

Finish Paints - Sherwin Williams Super Paint (Siding & Trim)

Count on SuperPaint® Exterior Acrylic Latex to deliver outstanding performance and protect against the elements. Cold and frosty or hot and humid, this formula goes on smooth and resists fading and peeling. And thanks to its advanced acrylic resin technology, you'll enjoy outstanding adhesion and color retention. SuperPaint offers a dirt-resistant and mildew-resistant coating.

Finish Paints - Sherwin Williams All Surface Enamel (Doors & Railings)

All Surface Enamel is designed for use on interior and exterior wood, metal, drywall, and other surfaces. This high quality coating provides excellent resistance to weather and sunlight, maintaining its gloss and color. The exceptional durability allows it to be used on doors, trim, windows, and other hard wear areas.

Agenda Page #53

Total	\$1,674.11
Seasonal Discount	- \$300.00
Subtotal	\$1,974.11

PAINT CORPS<sup>™</sup> is a Veteran-owned Franchise serving homeowners, businesses, and national accounts across the United States. We specialize in high-quality painting services for interior painting, exterior painting, and cabinet refinishing.

Every PAINT CORPS<sup>™</sup> owner is a U.S. Military Veteran, meaning they are guided by our principles of Service, Integrity, and Pride. All of the values they developed during their military service are applied to their business practices, making our painting service unlike any other.





















ESTIMATE

TOTAL

#349-2

Vincent Morrell 4250 Brighton Lakes Blvd Kissimmee, FL 34746

(407) 361-3559vincent.morrell@inframark.com

CONTACT US

901 S Park Court Kissimmee, FL 34741

(407) 930-9837kissimmee-fl@paintcorps.com

# ESTIMATE

Services

Scope of Work - Exterior Commercial Painting Project

# SCOPE OF WORK:

# The following areas will be properly prepared & painted:

Exterior of road way bridge to include both sides of retaining walls, top of the pillars trimming and base, black light post and decorative metal rainings. Some of the light post will need scrapping from pervious peeling paint. We will then be spot priming those areas with ProBlock primer, then we'll apply DTM Tricon Black for finish paint on the light post and the decoartive metal railings. Minor stucco cracks to be filled throughout retaining walls. All decorrative stone pillars will need to be covered to prevent overspray. Color scheme to be same color.

# The following areas will not be painted:

Anything to do with the decorative stone or bronze metal sign.

# Color Selections: TBD

THE FOLLOWING PREPPING PROCESSES WILL BE USED: (if applicable)

Furniture & décor to be moved out of the work area.

• Building will be soft/pressure washed with proper solution to prevent mold, mildew, soot, & other contaminants from causing damage to surface area. This includes rust treatment.

• Floors, furniture, light fixtures, bushes, windows, surfaces not being painted, etc. will be protected from paint splatters via plastic or drop cloths.

• Areas of peeling, blistering or loose paint will be scraped & sanded smooth before priming and finish painting occurs.

• All gouges, holes, nail heads, butt joints and seams will be properly sealed where needed.

• Surface specific primer will be applied to any exposed concrete, metal, drywall, and wood before finish applications are used.

• Sherwin Williams Loxon Masonry Sealer will be applied to any masonry exterior surfaces to prevent peeling by alkali damage & seal home before finish products are applied.

• Exterior doors to be electric sanded, cleaned with trisodium phosphate and properly masked before a fine finish spray application is performed for a factory like finish.

#### **THE FOLLOWING PAINTING PROCESS WILL BE USED**: (if applicable)

• Finish products to be applied via spray & back roll application where possible. Spraying allows us to achieve specification standards of 3.0 mil thickness on all surfaces keeping our manufacturers paint warranty valid. Spray & back rolling is considered a **two coat** system.

• Smooth surfaces will receive a complete spray finish to achieve factory like finishes. (ie. soffits, fascia, hardie board, vinyl siding, garage doors, etc)

• Porous surfaces will receive a complete spray and back roll finish to ensure proper coverage and thickness in mils. (ie. stucco, cedar siding, CMU walls, etc)

-----

#### SCHEDULE:

Tentative start date TBD

Approximately a 2-4 day project.

#### **PAYMENT TERMS & METHODS:**

20% initial deposit, invoices are e-mailed prior to start date.

Balance due upon completion and after final walk through has been performed.

We accept cash, checks, ACH, MasterCard, Visa and Discover Card. **There is no upcharge for using** redit cards to make payment.

\_\_\_\_\_

# NOTES:

• Thank you for allowing PAINT CORPS<sup>™</sup> the opportunity to provide you with our proposal for your project. Our goal from start to finish is to provide you with an "**Excellent Painting Experience**."

• During your project you will be assigned a Supervising Team Leader. The Team Leader will run the painting crew and be available to address any of your concerns throughout the project. Feel free to reach out to anyone on our leadership team as well.

• At the end of the project we will fully clean up and the Supervising Team Leader will do a final walk through with you to inspect the work performed, and if necessary finish the final touch ups. Left over paint will be labeled and left at the job site.

• Painting of walls, ceilings, doors, trim, or any other surfaces not specifically listed in the scope of work are not included in the price.

• All materials to be Sherwin Williams products and supplied by contractor, unless otherwise noted above.

**CUSTOMER SERVICE COMMITMENT**: The goal for this project is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making our customers feel part of the process with excellent communication, by dong things right the first time, and by respecting your property and your home. We recognize that we are guests.

**5 YEAR FREE TOUCH UP WARRANTY**: We warranty all of our work for 5 years against chipping, blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see our Terms & Conditions for details. Please note that water damage and nail pops are structural issues, and are not painting related warranty issues.

••••••

# Why hire a Licensed Contractor?

• One who has satisfied the local jurisdiction and state with the educational, financial ability, business and experience requirements for such license. One who maintains the required liability and workers compensation insurance coverage. One who provides and updates the local jurisdiction with proof of such insurance coverage and changes.

# **Our Contractor's License**

https://photos.google.com/photo/AF1QipP7bI7FBkKFlkNf8mCA3X93qseOjVZ\_1U1wSG\_X

# Why hire an Insured Contractor?

• Hiring a contractor that is fully insured (Work Comp, General Liability, Commercial Insurance) protects you from lawsuits arising out of contractor actions, but it also prevents you from suffering financially should the contractor damage your property or cause injury to you or others.

# **Our Certificate of Insurance**

https://photos.google.com/photo/AF1QipN38tUDAAz-KWuXGckK9ZYT2rBfNKjf2w5s4Q5P

# Why hire a Contractor with a Surety Bond?

• A surety bond guarantees the customer that all agreed-upon terms and conditions of the contract will be met. In the event that they are not, a customer can file a claim towards the bond to be compensated. This is another form of protection for our customers to ensure their satisfaction.

# **Our Surety Bond**

https://photos.google.com/photo/AF1QipNsPBj6MqvDApmxJjo2V1PryeybXc73JaiaRaN1

# WHAT MAKES US UNIQUE:

5 Year Free Touch Up Warranty Background Checked Employees Trained by PAINT CORPS™ Veteran Owned & Operated Workers Compensation Insurance to Protect our Customer's from Litigation 2m in Liability Insurance to Protect our Customer's Home from Damages Contractor's License & Bond Painting Contractors Association Member that Follows the Standards of the Painting Industry Only Using the Highest **QUALITY** Paint from Sherwin Williams

# Materials

Finish Paints - Sherwin Williams Super Paint (Siding & Trim)

Count on SuperPaint® Exterior Acrylic Latex to deliver outstanding performance and protect against the elements. Cold and frosty or hot and humid, this formula goes on smooth and resists fading and peeling. And thanks to its advanced acrylic resin technology, you'll enjoy outstanding adhesion and color retention. SuperPaint offers a dirt-resistant and mildew-resistant coating.

Finish Paints - Sherwin Williams Pro Industrial DTM Acrylic (Doors & Railings)

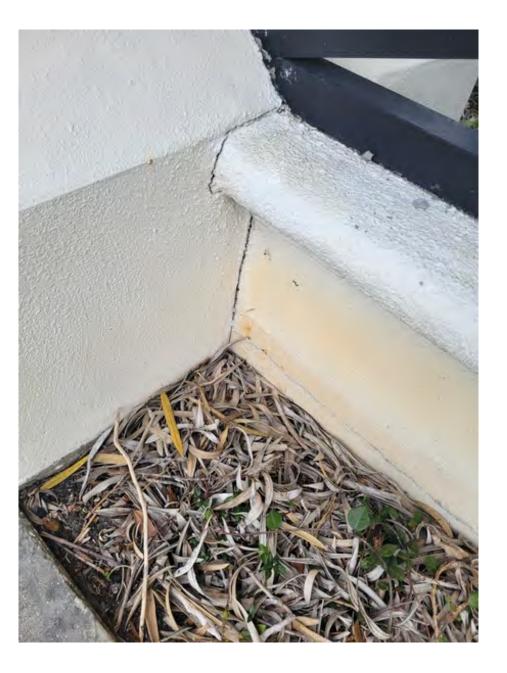
Formulated for interior/exterior applications for light to moderate industrial use, Pro Industrial™ DTM Acrylic is designed for new construction or maintenance use and can be used directly over prepared substrates.

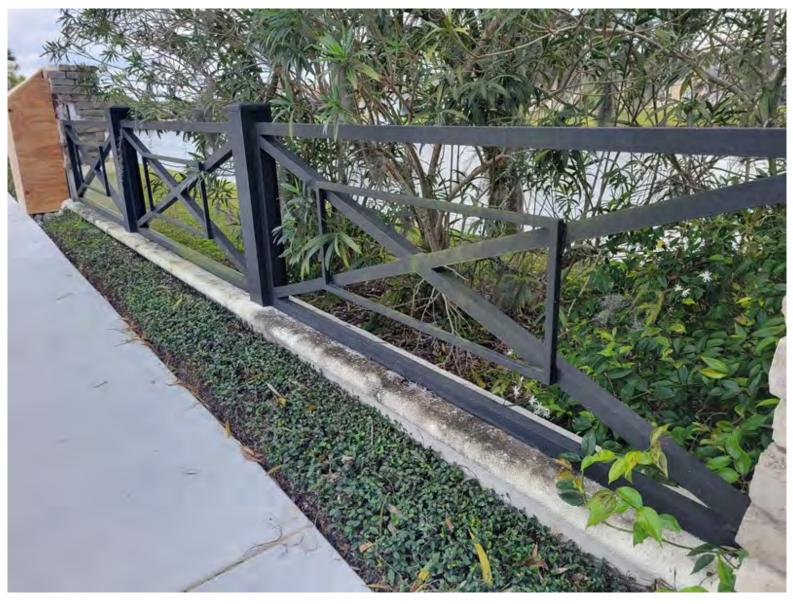
Agenda Page #66

Total	\$4,182.00
Tax (none 0%)	\$0.00
Contractor Discount	- \$481.32
Subtotal	\$4,663.32

PAINT CORPS<sup>™</sup> is a Veteran-owned Franchise serving homeowners, businesses, and national accounts across the United States. We specialize in high-quality painting services for interior painting, exterior painting, and cabinet refinishing.

Every PAINT CORPS<sup>™</sup> owner is a U.S. Military Veteran, meaning they are guided by our principles of Service, Integrity, and Pride. All of the values they developed during their military service are applied to their business practices, making our painting service unlike any other.



























ESTIMATE	#349-3
TOTAL	\$1,372.96

Vincent Morrell 4250 Brighton Lakes Blvd Kissimmee, FL 34746

(407) 361-3559vincent.morrell@inframark.com

CONTACT US

901 S Park Court Kissimmee, FL 34741

(407) 930-9837kissimmee-fl@paintcorps.com

# ESTIMATE

### Services

## Scope of Work - Exterior Commercial Painting Project

## SCOPE OF WORK:

## The following areas will be properly prepared & painted:

Exterior of both sides wall structrue to include the stucco trim band, retaining wall, and "Brighton Lakes" community sign. Minor stucco cracks to be filled. Color scheme to be the same.

### The following areas will not be painted:

Light fixtures, nothing to do with the decorative stones.

Color Selections: TBD

THE FOLLOWING PREPPING PROCESSES WILL BE USED: (if applicable)

• Furniture & décor to be moved out of the work area.

• Building will be soft/pressure washed with proper solution to prevent mold, mildew, soot, & other contaminants from causing damage to surface area. This includes rust treatment.

• Floors, furniture, light fixtures, bushes, windows, surfaces not being painted, etc. will be protected from paint splatters via plastic or drop cloths.

• Areas of peeling, blistering or loose paint will be scraped & sanded smooth before priming and finish painting occurs.

• All gouges, holes, nail heads, butt joints and seams will be properly sealed where needed.

• Surface specific primer will be applied to any exposed concrete, metal, drywall, and wood before finish applications are used.

• Sherwin Williams Loxon Masonry Sealer will be applied to any masonry exterior surfaces to prevent peeling by alkali damage & seal home before finish products are applied.

• Exterior doors to be electric sanded, cleaned with trisodium phosphate and properly masked before a fine finish spray application is performed for a factory like finish.

## **THE FOLLOWING PAINTING PROCESS WILL BE USED**: (if applicable)

• Finish products to be applied via spray & back roll application where possible. Spraying allows us to achieve specification standards of 3.0 mil thickness on all surfaces keeping our manufacturers paint warranty valid. Spray & back rolling is considered a **two coat** system.

• Smooth surfaces will receive a complete spray finish to achieve factory like finishes. (ie. soffits, fascia, hardie board, vinyl siding, garage doors, etc)

• Porous surfaces will receive a complete spray and back roll finish to ensure proper coverage and thickness in mils. (ie. stucco, cedar siding, CMU walls, etc)

-----

### SCHEDULE:

Tentative start date TBD

Approximately a 1-2 day project.

### PAYMENT TERMS & METHODS:

20% initial deposit, invoices are e-mailed prior to start date.

Balance due upon completion and after final walk through has been performed.

We accept cash, checks, ACH, MasterCard, Visa and Discover Card. **There is no upcharge for using** redit cards to make payment.

-----

### NOTES:

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• Painting of walls, ceilings, doors, trim, or any other surfaces not specifically listed in the scope of work are not included in the price.

• All materials to be Sherwin Williams products and supplied by contractor, unless otherwise noted above.

**CUSTOMER SERVICE COMMITMENT**: The goal for this project is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making our customers feel part of the process with excellent communication, by dong things right the first time, and by respecting your property and your home. We recognize that we are guests.

**5 YEAR FREE TOUCH UP WARRANTY**: We warranty all of our work for 5 years against chipping, blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see our Terms & Conditions for details. Please note that water damage and nail pops are structural issues, and are not painting related warranty issues.

-----

## Why hire a Licensed Contractor?

• One who has satisfied the local jurisdiction and state with the educational, financial ability, business and experience requirements for such license. One who maintains the required liability and workers compensation insurance coverage. One who provides and updates the local jurisdiction with proof of such insurance coverage and changes.

### **Our Contractor's License**

https://photos.google.com/photo/AF1QipP7bI7FBkKFlkNf8mCA3X93qseOjVZ\_1U1wSG\_X

## Why hire an Insured Contractor?

• Hiring a contractor that is fully insured (Work Comp, General Liability, Commercial Insurance) protects you from lawsuits arising out of contractor actions, but it also prevents you from suffering financially should the contractor damage your property or cause injury to you or others.

## **Our Certificate of Insurance**

https://photos.google.com/photo/AF1QipN38tUDAAz-KWuXGckK9ZYT2rBfNKjf2w5s4Q5P

## Why hire a Contractor with a Surety Bond?

• A surety bond guarantees the customer that all agreed-upon terms and conditions of the contract will be met. In the event that they are not, a customer can file a claim towards the bond to be compensated. This is another form of protection for our customers to ensure their satisfaction.

## **Our Surety Bond**

https://photos.google.com/photo/AF1QipNsPBj6MqvDApmxJjo2V1PryeybXc73JaiaRaN1

## WHAT MAKES US UNIQUE:

5 Year Free Touch Up Warranty Background Checked Employees Trained by PAINT CORPS™ Veteran Owned & Operated Workers Compensation Insurance to Protect our Customer's from Litigation 2m in Liability Insurance to Protect our Customer's Home from Damages Contractor's License & Bond Painting Contractors Association Member that Follows the Standards of the Painting Industry Only Using the Highest **QUALITY** Paint from Sherwin Williams

### Materials

Finish Paints - Sherwin Williams Super Paint (Siding & Trim)

Count on SuperPaint® Exterior Acrylic Latex to deliver outstanding performance and protect against the elements. Cold and frosty or hot and humid, this formula goes on smooth and resists fading and peeling. And thanks to its advanced acrylic resin technology, you'll enjoy outstanding adhesion and color retention. SuperPaint offers a dirt-resistant and mildew-resistant coating.

Total
Tax (none 0%)
Subtotal

PAINT CORPS<sup>™</sup> is a Veteran-owned Franchise serving homeowners, businesses, and national accounts across the United States. We specialize in high-quality painting services for interior painting, exterior painting, and cabinet refinishing.

Every PAINT CORPS<sup>™</sup> owner is a U.S. Military Veteran, meaning they are guided by our principles of Service, Integrity, and Pride. All of the values they developed during their military service are applied to their business practices, making our painting service unlike any other.

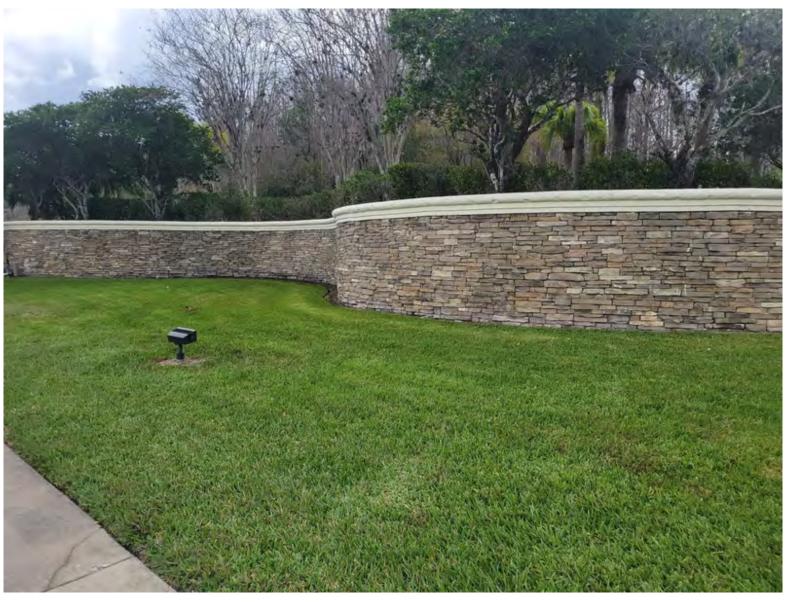




















COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

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CUSTOMER SIGNATURE

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COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

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COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

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COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

Date	Estimate #
2/7/2024	563

#### Name / Address

Description	Qty	Rate	Total
Mulch installation at Chapala playground #65 yards	65	47.00	3,055.00
Thank you for your business.		Total	\$3,055.00

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

Date	Estimate #
2/7/2024	563

#### Name / Address

65	47.00	3,055.00
	Tatal	\$3,055.00
		Total

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

Date	Estimate #
2/7/2024	562

#### Name / Address

Description	Qty	Rate	Total
BRIDGE			
Replace on right side declining plants with Jasmine 1g Blue Daze 1g.	260 400	7.50 9.00	1,950.00 3,600.00
Thank you for your business.		Total	\$5,550.00

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

Date	Estimate #
2/7/2024	562

#### Name / Address

Description	Qty	Rate	Total
BRIDGE			
Replace on right side declining plants with Jasmine 1g Blue Daze 1g.	260 400	7.50 9.00	1,950.00 3,600.00
Thank you for your business.		Total	\$5,550.00



Date: 01/26/2024

Time:

CUSTOMER TREATMENT REPORT

941-479-7811 • Fax 941-479-7812

www.crosscreekenv.com

Customer	Technician:	
Brighton Lakes CDD	Jackson Hartung	
Weather Conditions	Wind Speed	

SITE IDENTIFICATION NUMBERS															
Waterway Treatment	1	2	3	4	5	6	7	8	9						
Algae															
Submersed Weeds															
Grasses & Brush	x	x	x	x	x	x	x	x	x						
Floating Weeds															
Bacteria															
Blue Dye															
Restriction (# days)															
Inspection															
Water Level															

## **Additional Comments**

Treated perimeter of lakes for emergent grasses and weeds.

## Photos (1)

#### Photo



Photos (2)

## Photo



# Photos (3)

## Photo



# Photos (4)

## Photo



# Photos (5)

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# Photos (8)

## Photo



# Photos (9)

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Photos (10)

#### Photo



## Additional Services:

Shoreline Restoration Erosion Control Lake Maintenance Invasive Removal Florida Native Plantings Wetland Management

### Email

gabriel.mena@inframark.com

### **Office Email**

admin@crosscreekenv.com; matt@crosscreekenv.com; fernando@crosscreekenv.com; gail@crosscreekenv.com; carleigh@croscreekenv.com

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PO Box 470452 Celebration, FL 34747

January 25, 20224

**BRIGHTON LAKES KISSIMMEE, FL** 

### Toll Free: 1-855-USA-SEAL Phone: 407-780-8220

### **ASPHALT PAVING:** Mill out, 8200 linear feet by 8 feet of walking path and haul offsite

## Remove tree roots where asphalt was buckling and repave with 1 inch of SP 9.5 asphalt

Before asphalt is installed a liquid tac coat will be sprayed over entire area to be paved this will help the new asphalt bond with existing aggregate already down. Asphalt will be installed with a leeboy 7000 asphalt machine then compacted with a Catapiller 3 ton steel drum roller then finished rolled with a 3 ton Catapiller rubber tire traffic roller for maximum compaction. Close attention is paid to all edges, buildings, curbs, poles and sidewalks. All thicknesses mentioned are before compaction, industries standards of compaction are 1/4 of and inch, but this may very depending on the levelness of the surface being overlaid. 1 year limited guarantee is included.

Asphalt surfaces being seal coated will be barricaded off in sections and properly cleaned prior to applying sealer. Surfaces will be thoroughly prepared by removing all loose stones, dirt and debris. Cleaning shall be effected by high-powered blowing and/or machine brooming. Debris related to our operations will be cleaned up and hauled offsite if necessary (light dirt and grass will be blown off edges of asphalt). The highest quality contractors grade materials will be used; "Gem-seal latex sealer with a F.S.A additive to help extend life and faster drying time to sealer. A fine silica sand aggregate will be added to the sealer. The amount of aggregate distributed will be determined upon the condition of the asphalt surface with a heavier mixture used on more porous asphalt and heavy traffic areas. Silica sand aggregate aides in providing an additional degree of traction and as a filler for hairline voids and cracks in the pavement. Sealcoating will be both hand and machine applied. Close attention is paid to all edges, buildings, curbs, poles and sidewalks.

Any permits or inspections needed will be the responsibility of project manager or owner of property and not USA Seal&Stripe LLC. All mention thickness are before compaction industries standers are 1/4". All equipment is owned by USASeal &Stripe and not rented. With exception of additional trucking need and machinery needed for specific jobs not listed above.

### Restripe to existing layout: changes to pavement markings must be approved by project manager Price is valid for 30 days from the date of proposal

## TOTAL COST \$146,250.00

Payments are to be as followed: 50% due at proposal acceptance and balance due upon completion. All work completed per specifications. Scheduling of work production agreed upon in advance to minimize traffic disturbances

Project Manager.

Date

USA Seal & Stripe llc.

Date

The above prices, specifications and conditions are satisfactory and are hereby accepted. USA Seal & Stripe is authorized to complete the work as specified. Payment will be made as

1	MINUTES OF							
2	BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT							
3								
4	The regular of the Board of Supervisors of the Brighton Lakes Community Development							
5		, at 6:01 p.m. at the Brighton Lakes Clubhouse,						
6	4250 Brighton Lakes Boulevard, Kissimmee, FL 34746.							
7								
8	Present and constituting a quorum were:							
9								
10	Marcial Rodriguez	Chairman						
11	John Crary	Vice Chairman						
12	Michelle Incandela	Assistant Secretary						
13	Nadine Singh	Assistant Secretary						
14	Mark Peters	Assistant Secretary						
15		-						
16	Also participating were:							
17								
18	Angel Montagna	Vice President of District Services						
19	Jennifer Goldyn	Regional Director, Inframark						
20	Gabriel Mena	Inframark, District Manager						
21	Kerry Satterwhite	Director of Field Operations						
22	Dennis Hisler	District Agent, CDD Field Liaison						
23	Mark Vincutonis District Engineer							
24	Peter Glasscock District Engineer							
25	Ryan DuganDistrict Counsel							
26	Dylan Townsend	Envera Rep.						
27	Juan Ramirez	Bladerunners Rep.						
28								
29	Residents and Members of the Public							
30								
31	•	but rather represents the context and summary						
32		ble in audio format upon request. Contact the						
33	District Office for any related costs for an a	audio copy.						
34								
35	FIRST ORDER OF BUSINESS	Call to Order and Roll Call						
36								
37	Mr. Mena called the meeting to order at	t 6:01 p.m.						
20								
38	Mr. Mena called the roll.							
39 40	SECOND ODDED OF DUSINESS	Diadae of Allegiance						
40 41	SECOND ORDER OF BUSINESS	Pledge of Allegiance						
41	The Board did not hold the Pledge of A	Ilogiance for this workshop meeting						
42 43	The Board and not note the Fledge of A	negrance for this workshop meeting.						
44	THIRD ORDER OF BUSINESS	Audience Comments						
45	THIRD ORDER OF DUSITESS	Addience Comments						
46	A. Mel Brown resides at 4311 Milano	Place South.:						
47								
48	e i	reet parking and discussed it with the county,						
49	which indicated that the roads are privately owned by the CDD. Mr. Brown proposed							

50 granting authority for the HOA to install no-street parking signs. Mr. Dugan clarified that 51 parking enforcement on public roads is the responsibility of the County per Florida's 52 uniform traffic statutes, so the CDD cannot grant the HOA authority to tow vehicles from 53 public streets, but if the HOA wants to put up no parking signs on CDD property to enforce 54 its covenants using HOA fines, then that may be possible but would require an 55 agreement/permission from the CDD however, Mr. Brown emphasized the desire for 56 permission to post signs on CDD property. Mr. Peters empathized with Mr. Brown's 57 frustration and sought a solution. He inquired about potential repercussions for the CDD 58 if the HOA enforced HOA fines for street parking, which counsel clarified that the CDD 59 cannot grant authority for towing on public roads, but if the CDD granted permission to 60 the HOA to install no parking signs on CDD property and the HOA fined residents for 61 street parking, then that should not result in repercussions for the CDD as that would be 62 an HOA issue. It was agreed that the HOA needs to present signage plans to the CDD 63 first. Discussion ensued on enforcement methods, with Mr. Brown suggesting sheriff's 64 department involvement. Mr. Crary suggested a joint letter from the CDD and HOA to 65 the sheriff/county. Finally, a motion was made to delegate authority to Mr. Peters to 66 collaborate with staff on creating a comprehensive agreement, to be approved at the next 67 meeting. 68

On MOTION by Mr. Rodriguez, seconded by Mr. Crary, with all in favor, unanimous approval was given to delegate authority to Mr. Peters to collaborate with staff on creating a comprehensive agreement with the HOA, to be approved at the next meeting.

**B.** Michel resides at 4318 Heliotrope Loop:

Concern was raised about the condition of the roads, specifically noting extensive cracking on various streets including Sweetspire, Fox Glen, and Maracaibo.

C. Jennifer Perez resides on Patrician Circle :

Ms. Perez's complaint is regarding street parking, indicating an issue or concern related to vehicles parked on the street.

**D.** Ronald David resides at 2896 Sweetspire Circle

87 Mr. David brought up the issue of excessive street parking, specifically citing the 88 prevalence of commercial vehicles parked on the streets. He emphasized the need for 89 action to address and mitigate this situation.

**Staff Reports** 

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A. Field Management

FOURTH ORDER OF BUSINESS

During the review of the Field Manager Report, Mr. Crary raised concerns about its absence from the agenda, which staff confirmed as an oversight. Ms. Montagna clarified that while Inframark would cover the cost, Bladerunners would execute the work mentioned in item #4. Regarding item #24 concerning irrigation damage, Bladerunners is actively addressing the issue. Mr. Satterwhite highlighted additional work completed by

	Brighton Lakes CDD January 4, 2024, meeting
99 100	Mr. Morrell around the Clubhouse. Mr. Ramirez proposed replacing an irrigation timer, leading to a motion to approve Bladerunners' proposal for \$3536.42.
101 102 103 104 105	On MOTION by Mr. Rodriguez, seconded by Mr. Crary, with all in favor, unanimous approval was given to approve Bladerunner's proposal to replace the irrigation timer in the amount of \$3536.42.
106 107	B. Envera
108 109 110 111 112 113 114 115 116	Dylan Townsend provided updates on the surveillance system, noting that the cameras at each gate have been upgraded to 5 MP from 2MP. Mr. Hisler raised concerns about plate cameras freezing and not functioning properly, prompting Envera to investigate the issue. The consideration for Envera proposals to upgrade barrier arms at various gates was tabled indefinitely, with the intent to replace them as needed. Additionally, Mr. Hisler inquired about cameras for the Clubhouse lacking internet connectivity, and Mr. Mena agreed to contact Spectrum for troubleshooting.
116 117	C. Bladerunner
118 119 120 121	The landscaper, Blade Runner, presented two reports for review: the Irrigation Check Report for October 2023 and the Irrigation Check Report for November 2023.
122 123	<b>D.</b> Aquatics
124 125 126	Mr. Dugan will discuss Sitex issues later. CrossCreek, absent, started service in January due to Sitex termination talks. Mr. Mena clarified delays, were not vendor's fault, and CrossCreek will start treatment next week.
127 128 129	E. Magnosec
129 130 131 132 133 134 135 136	Ray and Lemuel attended the meeting. The main issue reported is kids jumping over the basketball court fence despite having access cards. They also refuse to leave at night when asked by the guard. A motion was made to approve a price increase for Magnosec with retro-payment to the renewal period, which passed unanimously. Ms. Incandela proposed a security-focused workshop. CPR training was discussed, and a new class date was set for Feb 10 at 10 am, contingent on completing the online portion by Feb 8.
137 138 139 140	On MOTION by Mr. Peters, seconded by Mr. Crary, with all in favor, unanimous approval was given to approve a price increase for Magnosec with retro- payment to the renewal period.
141 142	F. Bladerunners
143 144	Mel Graham raised concerns about the trees in front of the flagpole, questioning their

Mel Graham raised concerns about the trees in front of the flagpole, questioning their status and advocating for their removal. The decision was made to trim them for now and reconsider removal later, with Bladerunners slated to address the issue during their tree trimming in February. Additionally, discussions ensued regarding a damaged bridge

148 column, with the vendor awaiting an approved proposal and schedule of work. Ms. 149 Incandela inquired about the outcome of a recent workshop and potential reparations from 150 Inframark. Angel Montagna clarified that no offer had been made. Ms. Incandela stated 151 that while she did not necessarily believe the numbers presented by Gerry Frawley, she 152 still wants to review them with Inframark. Mr. Crary concurred with some of the issues 153 identified by Mr. Frawley, advocating for a thorough review of the paperwork. Ms. 154 Montagna emphasized Inframark's lack of authority to withhold payment from vendors 155 and their reporting of field problems over several years. Ms. Incandela requested legal 156 presence at future workshops to continue the discussion, while Mr. Crary reiterated that 157 only the field manager and liaison have authority over Bladerunners, suggesting that all 158 parties hold some fault, including the Board.

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G. Vincent Morrell

Mr. Morrell provided an update on the street sign inventory, having completed the task and now focusing on creating a template for easy replacement when necessary. Ms. Singh reiterated concerns about four signs previously ordered with mistakes, prompting Inframark to commit to replacing them. Additionally, Mr. Mena proposed updating signage around the pool and courts, having inventoried all signs and working on pricing for their replacement.

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## H. CDD Liaison

Mr. Crary inquired about the status of ponds and fountains, prompting Mr. Mena to clarify that CrossCreek will commence services next week and provide a report, as Sitex had mistakenly continued services due to not receiving a termination letter. Issues with missing bolts and a yellow barrier at Volta Circle were highlighted, alongside a request for enhanced cleaning from Mr. Hamstra. Mr. Crary emphasized the need for consolidation of three separate lists of tasks into a unified "master" list for comprehensive addressing.

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## I. District Counsel

180 Mr. Dugan presented a settlement proposal for Sitex Aquatics, addressing concerns 181 over termination and poor service. Sitex claimed completion of service and non-receipt of 182 the termination letter, requesting payment for an additional month. Board members debated 183 the payment amount considering the subpar service. Mr. Peters suggested paying 50% of 184 the outstanding balance, with Sitex absorbing the remaining cost. Discussion ensued 185 regarding legal implications and recovery of costs. A motion was passed to authorize Mr. 186 Dugan to negotiate a final payment amount, ranging from 50-100%, and to draft a 187 settlement agreement. Additionally, Ms. Goldyn noted that CrossCreek would conduct the 188 initial service treatment on Wednesday.

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  On MOTION by Ms. Incandela, seconded by Mr. Crary, with all in favor, unanimous approval was given to authorize Mr. Dugan to negotiate a final payment amount, ranging from 50-100%, and to
- 194 195

draft a settlement agreement.

196 Mr. Peters addressed the ongoing issue with the fence on Biel Ct being repeatedly torn 197 down by children from the neighboring community of Sedona. Mr. Mena clarified that 198 Sedona HOA denied ownership of the fence, and we have no record that Brighton Lakes 199 CDD owns it either. The suggestion was made to conduct a survey to confirm the fence's 200 ownership, as it may not be on CDD property according to the property appraiser's website. 201 Discussion ensued regarding potential solutions, including installing a larger or taller fence, 202 seeking advice from law enforcement or community outreach officers, and involving the 203 Crime Watch representative or Russ Gibson, the sheriff, in finding a resolution. Mr. Crary 204 emphasized the need for law enforcement involvement and suggested cooperation with the 205 HOA to enhance security measures. Ms. Incandela proposed involving the Crime Watch 206 representative in the conversation, although Mr. Crary expressed skepticism about the 207 effectiveness of their contributions thus far on this topic.

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J. District Engineer

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211 Progress updates were provided on both the bike path and road pavement projects. For 212 the bike path, efforts to contact contractors for pricing were underway, although no 213 responses had been received yet. Regarding the road pavement project, issues such as 214 damage caused by reckless driving, improvements in drainage at certain corners, and the 215 completion of outstanding items by Middlesex were discussed. Concerns were raised about 216 reflective cracks, a hole on Stargrass that had been refilled but required monitoring, and 217 the need for cleanup in the staging area. Mr. Peters highlighted concrete issues at the bridge 218 corners impacting the road. Mr. Dugan discussed the process of finalizing the punch list 219 and obtaining a completion letter to avoid legal issues, prompting a motion to accept the 220 engineer's report, which passed unanimously. Mr. Crary sought clarity on the timeline for 221 asphalt pricing, expecting it to be provided at the March meeting. 222

On MOTION by Mr. Crary, seconded by Mr. Peters,				
with all in favor, unanimous approval was given to				
accept the engineer's report and authorize the				
Chairman to sign the certificate of final completion,				
subject to final inspection from the Engineer.				

K. District Manager

The board considered the November 2, 2023, meeting minutes, with Ms. Singh proposing a change to include correspondence with the SOS system. Following Ms. Singh's adjustments, a motion was made to accept the minutes.

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On MOTION by Mr. Crary, seconded by Mr. Peters, with all in favor, unanimous approval was given to accept the November 2, 2023, meeting minutes, as amended.

During the review of the financial statements, Ms. Montagna informed the board about a \$3200 credit expected in January due to unfulfilled staffing hours for the on-site position, with Mr. Morrell currently covering these hours. Inframark is still searching for a replacement. Subsequently, the board considered the check register and a motion to accept

the financials and check register was proposed by Mr. Crary, seconded by Mr. Rodriguez,

and passed unanimously.

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During the review of the Project Manual for RFP Landscaping Services, Mr. Crary expressed concerns about numerous mistakes in the scope and opted not to vote on it, promising to provide his personal feedback and a responsive list the following week. Mr.

On MOTION by Mr. Crary, seconded by Mr.

Rodriguez, with all in favor, unanimous approval was given to accept the financials and check

Satterwhite suggested considering removing tree care from the contract. A motion was made to cancel the February 8 workshop and schedule a special meeting for February 15 to award the RFP, followed by a workshop, which passed unanimously.

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	On MOTION by Mr. Crary, seconded by Mr.
	Rodriguez, with all in favor, unanimous approval
	was given to cancel the February 8 workshop and
	schedule a special meeting for February 15 to award
	the RFP, followed by a workshop.

Another motion to approve the scope for the landscape RFP, subject to Mr. Crary's feedback and changes. Ms. Montagna agreed to send a clean version to the board the next morning.

On MOTION by Mr. Rodriguez, seconded by Ms.
Singh, with all in favor, unanimous approval was
given to approve the scope for the landscape RFP,
subject to Mr. Crary's feedback and changes.

# 274 FIFTH ORDER OF BUSINESS275

**Business Items** 

Mr. Mena presented various costly options to vendors regarding the Emergency Gate Access Procedure, none of which would automate the process, requiring manual intervention. Ms. Singh raised concerns about determining the use of the gate and defining what constitutes an emergency, emphasizing the need for restrictions to respect residents' privacy. No action was taken on this matter at the time.

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Resolution 2024-01, Designating Officers, and Treasurer was then discussed.

and Treasurer.

On MOTION by Mr. Crary, seconded by Mr. Peters, with all in favor, unanimous approval was given to

adopt Resolution 2024-01, Designating Officers,

289 The consideration of the Inframark Agreement was deferred to the February workshop

290 for further discussion.291

292 SIXTH ORDER OF BUSINESS

## **Supervisor Requests**

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294 Mr. Peters inquired about the status of the pool chair, with Mr. Mena reporting that
295 Techni-pools is awaiting parts delivery from their distributor. Mr. Rodriguez suggested
296 acquiring a second battery for the ADA lift as a backup.

Ms. Singh raised a question regarding the agreement with the HOA regarding parking, specifically concerning street parking and enforcement responsibilities.

	OF BUSINESS	Adjournment
	On MOTION by N	As. Singh, seconded by Mr.
		in favor, unanimous approval
		ng the meeting at 9:55 p.m.
Assistant Secretary		Chair/ Vice Chair

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT         The special meeting of the Board of Supervisors of the Brighton Lakes Community         Development District was held Thursday, February 15, 2024, at 6:00 p.m. at the Brighton         Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746.         Present and constituting a quorum were:         Marcial Rodriguez       Chairman         John Crary       Vice Chairman         Michelle Incandela       Assistant Secretary         Mark Peters       Assistant Secretary         Also participating were:       Inframark, District Manager         Berry Satterwhite       Director of Field Operations         Dennis Hisler       District Counsel         Nineent Morrell       Supervisor of Field Services, Inframark         Juan Ramirez       Bladerunners Representative         James Whitaker       Servello Representative         Sost Servello       Servello Representative         Residents and Members of the Public       Stist of or any related costs for an audio format upon request. Contact the District Office for any related costs for an audio copy.         His 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.         HIRD ORDER OF BUSINESS       Pledge of Allegiance	1	MINUTES OF					
3       The special meeting of the Board of Supervisors of the Brighton Lakes Community         4       Development District was held Thursday, February 15, 2024, at 6:00 p.m. at the Brighton         6       Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746.         7       Present and constituting a quorum were:         9       Marcial Rodriguez         10       Marcial Rodriguez         11       John Crary       Vice Chairman         12       Michelle Incandela       Assistant Secretary         13       Nadine Sigh       Assistant Secretary         14       Mark Peters       Assistant Secretary         15       Also participating were:       1         16       Also participating were:       1         17       Mark Peters       Assistant Secretary         18       Gabriel Mena       Inframark, District Manager         19       Kerry Satterwhite       District Coursel         20       Dennis Hisler       District Coursel         21       Vincent Morrell       Supervisor of Field Services, Inframark         24       Juan Ramirez       Bladerunners Representative         25       James Whitaker       Servello Representative         26       Secott Servello       Servello Represent	2						
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25       James Whitaker       Servello Representative         26       Scott Servello       Servello Representative         27       Jose Lopez       Yellowstone Representative         28       Residents and Members of the Public         30       This is not a certified or verbatim transcript but rather represents the context and summary         31       This is not a certified or verbatim transcript but rather represents the context and summary         32       of the meeting. The full meeting is available in audio format upon request. Contact the         33       District Office for any related costs for an audio copy.         34       FIRST ORDER OF BUSINESS       Call to Order and Roll Call         36       Mr. Mena called the meeting to order at 6:00 p.m.         38       Mr. Mena called the roll.         39       SECOND ORDER OF BUSINESS       Pledge of Allegiance         41       The Board recited the Pledge of Allegiance.       The Board recited the Pledge of Allegiance.         43       THIRD ORDER OF BUSINESS       Audience Comments         44       None.       47	23	Vincent Morrell	Supervisor of Field Services, Inframark				
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27       Jose Lopez       Yellowstone Representative         28       Residents and Members of the Public         30       This is not a certified or verbatim transcript but rather represents the context and summary         31       This is not a certified or verbatim transcript but rather represents the context and summary         32       of the meeting. The full meeting is available in audio format upon request. Contact the         33       District Office for any related costs for an audio copy.         34       FIRST ORDER OF BUSINESS       Call to Order and Roll Call         36       Mr. Mena called the meeting to order at 6:00 p.m.         38       Mr. Mena called the roll.         39       SECOND ORDER OF BUSINESS       Pledge of Allegiance         41       The Board recited the Pledge of Allegiance.       This Board recited the Pledge of Allegiance.         43       THIRD ORDER OF BUSINESS       Audience Comments         45       None.       47	25	James Whitaker	Servello Representative				
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44 45THIRD ORDER OF BUSINESSAudience Comments45None.46None.47		The Board recited the Pledge of Alleg	lance.				
<ul> <li>45</li> <li>46 None.</li> <li>47</li> </ul>		THIRD ORDER OF BUSINESS	Audience Comments				
47							
47	46	None.					
	47 48						

# 49

# 50

### FOURTH ORDER OF BUSINESS

51 Several complaints were raised by the Supervisors regarding the condition of the ponds, 52 particularly concerning the accumulation of trash along the pond banks. A Cross Creek 53 employee named Jackson Hartung was present to address these concerns. The Board 54 questioned his authority to speak on behalf of the company, to which Mr. Hartung 55 confirmed that he is the primary technician on the account and could convey any 56 complaints to his supervisor. Mr. Crary inquired about the frequency of trash removal, to 57 which Mr. Hartung responded once a month, indicating that it would be addressed on his 58 next visit. Mr. Crary emphasized that if the situation did not significantly improve by the 59 next meeting, he would seek a new vendor. Ms. Incandela asked if the vendor had been 60 informed of these issues by management. Mr. Mena explained that while he recalled some emails from Ms. Villarrubia, he would need to confirm as she was no longer with the 61 62 company. Mr. Mena committed to contacting the company owner and arranging a 63 discussion with legal and the Chairman.

**Field Management** 

64 65

## **Consideration of RFP Responses:**

66 67 Mr. Dugan provided the Board with an overview of the vendor selection process, 68 detailing that each vendor would have an opportunity to present and answer questions 69 from the Board. It was agreed that each vendor would have a maximum of fifteen 70 minutes, with five minutes allocated for their presentation and ten minutes for questions. 71 Mr. Dugan explained the evaluation criteria sheet that each Supervisor would use to score 72 the bid responses. Mr. Mena elaborated on how points for the price category would be 73 determined, based on a formula relative to the lowest price. Mr. Crary inquired if they 74 were obligated to select the highest-scoring vendor, to which Mr. Dugan confirmed, yes. 75 Mr. Dugan then inquired if the scoring would be done individually or as a group, with the 76 decision made to score as a group.

ASI

80 The ASI team introduced themselves and provided a brief presentation. During the 81 session, the Board posed various inquiries, covering topics such as references and 82 emergency response times.

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# Bladerunners

Mr. Ramirez informed the Board about a minor price increase attributed to some rising costs when compared to the existing contract. Following this, the Board posed questions, addressing topics such as pest control, emergency response times, and tree trimming.

Brightview, DaveyTree, RCI

- 92 93 Absent.
- 94
- 95 Servello 96

97 James Whitaker and Scott Servello delivered a presentation to the Board, during 98 which Mr. Whitaker remarked on the decline in sod quality observed since their previous 99 visit to the community several years ago. He outlined the scope of work the Board could 100 anticipate from Servello, highlighting that the company does not subcontract any work 101 and handles everything internally except for mulch-blowing. Mr. Servello also mentioned 102 that their crews operate with specialized mowers to enhance efficiency, although their 103 size is relatively smaller. The Board posed inquiries to Servello regarding the frequency 104 of service, trash and debris removal, and other related matters.

105 106

107

### Yellowstone

Jose Lopez informed the Board that Yellowstone collaborates with Inframark across various communities, emphasizing their capacity to manage all services internally and boasting a sizable workforce to ensure top-notch service delivery. In response, the Board inquired about the personnel expected to attend meetings, expressing a preference for a manager, and sought clarification on emergency repair response times and other related matters.

- 114
- 115 116

## **Bid Submittals and Scoring**

117 Following all presentations, Counsel addressed the Board, acknowledging that all 118 bids had been submitted in accordance with the RFP requirements but noted some issues 119 with the submissions, notably vendors' absence during the presentations. Mr. Dugan 120 expressed his belief that these absences did not warrant disgualification as they did not 121 significantly impact the overall bids. However, Ms. Incandela disagreed, asserting that 122 the vendors' non-attendance hindered the Board's ability to evaluate the proposals fully, 123 leaving unanswered questions. Mr. Dugan advised the Board that they have 2 options: (1) 124 disqualify bidders for lack of attendance because they determined the absence would 125 adversely impact the District, or (2) waive the absence as an irregularity which does not 126 provide a bidder a competitive advance and does not deprive the district of the assurance 127 that the contract will be entered into and performed. If the Board chooses to waive the 128 irregularity, then the Board can factor in the absence into the appropriate scoring criteria, 129 such as understanding the scope of the work or experience, because the Board would not 130 have a chance to ask the absent vendor questions on these points during the meeting." 131 She also inquired about staff opinions on the proposals, to which Mr. Dugan responded 132 that each proposal contained varying levels of detail. Ms. Incandela further questioned 133 the criteria for evaluating experience, seeking clarification on whether prior contracts 134 would be considered. Counsel clarified that only experience up to the present day would 135 be taken into account, emphasizing that the Board should not base decisions on future 136 actions that have not occurred yet.

Mr. Mena elaborated on each category, and the Board collectively scored each vendor in each category. Following the scoring, Mr. Mena calculated the cumulative points for each company: ASI received 79 points, Bladerunners received 97 points, Brightview received 44 points, DaveyTree received 48 points, RCI received 52 points, Servello received 85 points, and Yellowstone received 77 points. He clarified that the vendors would be ranked from first to last based on their points, with the option to award the contract to the next vendor in line if there were any issues with the highest-ranked one.

Motion to accept the order with Bladerunners ranked first, followed by Servello in 144 second place, ASI in third place, Yellowstone in fourth place, RCI in fifth place, 145

146 DaveyTree in sixth place, and Brightview in seventh place.

140	Davey free in sixin p	lace, and Dirghtview in seventh place.	
147			
148		On MOTION by Ms. Incandela, seconded by Mr.	
149		Crary, with all in favor, unanimous approval was	
150		given to accept the order with Bladerunners ranked	
151		first, followed by Servello in second place, ASI in	
152		third place, Yellowstone in fourth place, RCI in fifth	
153		place, DaveyTree in sixth place, and Brightview in	
154		seventh place.	
155			
156	FIFTH ORDER OF	BUSINESS Supervisor Requests	
157			
158	It was discussed	that revisions are needed for the landscape agreement, emphasizing	g
159	the need for enhance	d reporting, particularly concerning scope changes made by staff or	r
160	liaisons. Ms. Incand	ela advocated for visibility into issues reported by the liaison and	t
160 161		ela advocated for visibility into issues reported by the liaison and ing a monthly checklist, even for months without meetings. Mr. Crary	
	suggested implement	• • •	
161	suggested implement	ing a monthly checklist, even for months without meetings. Mr. Crary	
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161 162 163 164 165 166	suggested implement noted that he expects	ing a monthly checklist, even for months without meetings. Mr. Crary all matters to be documented on the project board. <b>BUSINESS</b> Adjournment On MOTION by Ms. Singh, seconded by Mr. Rodriguez, with all in favor, unanimous approval	
161 162 163 164 165 166 167 168	suggested implement noted that he expects	ing a monthly checklist, even for months without meetings. Mr. Crary all matters to be documented on the project board. <b>BUSINESS</b> Adjournment On MOTION by Ms. Singh, seconded by Mr.	
161 162 163 164 165 166 167 168 169	suggested implement noted that he expects	ing a monthly checklist, even for months without meetings. Mr. Crary all matters to be documented on the project board. <b>BUSINESS</b> Adjournment On MOTION by Ms. Singh, seconded by Mr. Rodriguez, with all in favor, unanimous approval	
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1	MINUTES OF				
2	BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT				
3					
4		f the Brighton Lakes Community Development			
5		2024, at 8:10 p.m. at the Brighton Lakes			
6	Clubhouse, 4250 Brighton Lakes Boulevard	l, Kissimmee, FL 34/46.			
7 8	Present and constituting a quorum were:				
o 9	riesent and constituting a quorum were.				
10	Marcial Rodriguez	Chairman			
11	John Crary	Vice Chairman			
12	Michelle Incandela	Assistant Secretary			
13	Nadine Singh	Assistant Secretary			
14	Mark Peters	Assistant Secretary			
15		-			
16	Also participating were:				
17					
18	Gabriel Mena	Inframark, District Manager			
19	Tucker Mackie	District Counsel			
20	Ryan Dugan	District Counsel			
21	Kerry Satterwhite Dennis Hisler	Director of Field Operations			
22 23	Vincent Morrell	CDD Liaison Supervisor of Field Services, Inframark			
23	v meent worren	Supervisor of Field Services, initialiark			
25	Residents and Members of the Public				
26					
27	This is not a certified or verbatim transcript	but rather represents the context and summary			
28	•	le in audio format upon request. Contact the			
29	District Office for any related costs for an a	udio copy.			
30					
31	FIRST ORDER OF BUSINESS	Call to Order and Roll Call			
32					
33	Mr. Mena called the meeting to order at	8:10 p.m.			
34	Mr. Mena called the roll.				
35					
36	SECOND ORDER OF BUSINESS	Pledge of Allegiance			
37		0 0			
38	The pledge was omitted because it was a	recited in the earlier/previous meeting.			
39					
40	THIRD ORDER OF BUSINESS	Audience Comments			
41					
42	Gerry Frawley is the sole attendee, n	oting that he relayed certain comments and			
43	concerns to Mr. Mena, as requested by Mr.	Mena himself.			
44					
45	FOURTH ORDER OF BUSINESS	Staff Reports			
46	N				
47 19	None.				
48 49					
コノ					

Brighton Lakes CDD February 15, 2024, workshop meeti

	February 15, 2024, workshop meeting	
50	FIFTH ORDER OF BUSINESS	Security Discussion
51	Magnosec	
52	_	
53	Absent.	
54		
55	Security Improvements	
56		
57	Mr. Mena informed the Board about	reaching out to Envera for pricing on a new kiosk
58	and live monitoring, but the Board expre	ssed skepticism due to the high cost. Alternative
59	options like installing a new fence or	large bushes as a barrier were discussed. Ms.
60	Incandela proposed inviting the Osceola	PD to provide input on security measures, with
61	some discussion about the need for a g	uard or patrol in the area. Mr. Mena mentioned
62	increased off-duty rates and changed req	uirements for patrol blocks. Mr. Crary suggested
63	identifying the specific laws being brok	en before involving the police, while Mr. Peters

mentioned the suggestion of installing signage to address trespassing concerns.

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#### Landscape Discussion

68 Ms. Incandela initiated the discussion by expressing dissatisfaction with Inframark's performance, particularly concerning Mr. Blanco's absence and the lack of field 69 supervision at Brighton Lakes. Mr. Satterwhite from Inframark explained that they couldn't 70 71 address Mr. Blanco's situation due to it being an internal HR matter. Mr. Mena clarified 72 that he's been directed to get clear direction from the Board regarding their expectations of 73 Inframark. Ms. Incandela and Mr. Peters emphasized the need for Inframark to 74 acknowledge their faults and take responsibility. Mr. Mena mentioned that Inframark had 75 provided field reports, highlighting landscaping issues, and they received a credit of 32,000 76 for unfilled staffing hours. The discussion extended to Inframark's payment processes and 77 how they should handle payments regarding incomplete work. Mr. Crary raised concerns 78 about Inframark's oversight in spending District funds without verifying completed work. 79 Supervisor Incandela requested Inframark to pay for half of the outstanding landscaping 80 costs, estimated at \$42,000, and to provide a dollar figure for all items mentioned in Mr. 81 Frawley's accusations.

82

84

83 SIXTH ORDER OF BUSINESS

### **Supervisor Requests**

Adjournment

- 85 SEVENTH ORDER OF BUSINESS
- 8687 The meeting adjourned at 10:00 pm
- 88
- 89
- 90

91 Assistant Secretary

Chair/ Vice Chair

COMMUNITY DEVELOPMENT DISTRICT

# Annual Operating Budget Fiscal Year 2025

Proposed Budget V1 (Printed on 02/29/24 @ 4:00 PM)



Community Development District

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COMMUNITY DEVELOPMENT DISTRICT

# **Operating Budget**

Fiscal Year 2025

#### General Fund

# Summary of Revenues, Expenditures and Changes in Fund Balances Fiscal Year 2025 Proposed Budget

	ACTUAL	ACTUAL	ADOPTED BUDGET	ACTUAL	PROJECTED	TOTAL	ANNUAL BUDGET
ACCOUNT DESCRIPTION	FY 2022	FY 2023	FY 2024	Jan-24	February- Sep-24	FY 2024	FY 2025
REVENUES							
Interest - Investments	\$ 6,104	\$ 65,529	\$ 30,000	\$ 31,604	\$ 62,949	\$ 94,553	\$ 75,000
Room Rentals	122	65	50	23	46	69	50
Interest - Tax Collector	2	1,233	52	2,831	-	2,831	2,800
Special Assmnts- Tax Collector	1,204,161	1,207,552	1,207,552	1,107,892	99,660	1,207,552	1,207,552
Special Assmnts- Discounts	(45,239)	(44,488)	(48,302)	(44,054)	(4,248)	(48,302)	(48,302
Other Miscellaneous Revenues	4,529	6,950	-	36	72	108	
Gate Bar Code/Remotes	2,834	2,732	1,500	763	1,520	2,283	1,500
Access Cards	-	-	100	-	100	100	100
Insurance Reimbursements	9,689	-	-	-	-	-	
TOTAL REVENUES	1,182,202	1,239,573	1,190,952	1,099,095	160,098	1,259,193	1,238,700
EXPENDITURES							
Administrative							
P/R-Board of Supervisors	15,000	11,200	14,400	4,000	10,400	14,400	14,400
FICA Taxes	1,148	857	1,102	306	796	1,102	1,102
ProfServ-Arbitrage Rebate	-	-	600	-	600	600	600
ProfServ-Engineering	52,000	78,211	35,000	17,188	17,812	35,000	35,000
ProfServ-Legal Services	29,400	42,399	35,000	10,329	20,573	30,902	35,000
ProfServ-Mgmt Consulting Serv	57,255	57,255	58,973	19,658	39,315	58,973	58,973
ProfServ-Property Appraiser	379	387	387	-	387	387	387
ProfServ-Special Assessment	5,305	5,305	5,305	1,768	3,537	5,305	5,305
ProfServ-Trustee Fees	7,758	11,044	7,758	4,041	3,717	7,758	7,758
Auditing Services	3,600	3,700	3,600	-	3,800	3,800	3,800
Website Compliance	3,242	1,553	2,000	794	1,206	2,000	2,000
Communication - Telephone	14,034	13,973	14,000	4,680	9,322	14,002	14,000
Postage and Freight	762	469	1,200	78	1,122	1,200	1,200
Insurance - General Liability	12,123	18,493	18,756	4,841	13,915	18,756	22,507
Printing and Binding	1,013	47	1,500	46	1,454	1,500	1,500
Legal Advertising	5,118	515	2,500	212	2,288	2,500	2,500
Miscellaneous Services	1,801	204	500	2,048	-	2,048	2,000
Misc-Assessmnt Collection Cost	14,065	14,439	24,151	21,277	2,874	24,151	24,151
Office Supplies	-	-	250	-	250	250	250
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	224,178	260,226	227,157	91,441	133,368	224,809	232,607
Field							
ProfServ-Field Management	42,632	42,632	42,632	14,211	28,421	42,632	42,632
ProfServ-Field Management - Onsite Staff	62,166	61,991	61,991	20,664	41,327	61,991	61,991
Contracts-Landscape	217,848	217,848	217,848	72,616	145,232	217,848	217,848
Electricity - General	62,454	67,772	82,000	20,900	41,629	62,529	82,000
Utility - Water & Sewer	7,327	6,707	7,000	837	1,667	2,504	7,000
R&M-Common Area	64,604	11,511	60,000	1,893	58,107	60,000	60,000
R&M-Irrigation	18,019	11,721	15,000	13,282	1,718	15,000	15,000

#### Summary of Revenues, Expenditures and Changes in Fund Balances Fiscal Year 2025 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	ADOPTED BUDGET FY 2024	ACTUAL THRU Jan-24	PROJECTED February- Sep-24	TOTAL PROJECTED FY 2024	ANNUAL BUDGET FY 2025
R&M Lake	27,474	33,480	32,280	7,190	25,090	32,280	32,280
R&M-Tree Trimming	8,702	8,700	6,000	450	5,550	6,000	6,000
R&M-Emergency & Disaster Relief	-	4,300	-	-	-	-	-
R&M-Bush Hogging	-	6,000	6,000	3,000	3,000	6,000	6,000
Misc-Contingency	2,787	437	750	630	120	750	750
Total Field	514,013	473,099	531,501	155,673	351,861	507,534	531,501
Gatehouse							
Contracts-Security Services	76,794	75,312	74,574	25,229	49,345	74,574	74,574
R&M-Gate	14,783	11,367	3,000	2,280	4,541	6,821	3,000
Total Gatehouse	91,577	86,679	77,574	27,509	53,886	81,395	77,574
Capital Expenditures & Projects		C2 700	262 400	100 404	454,000	262 400	262 400
Capital Reserve		63,798	263,100	108,494	154,606	263,100	263,100
Total Capital Expenditures & Projects		63,798	263,100	108,494	154,606	263,100	263,100
Road and Street Facilities							
R&M-Roads & Alleyways	4,620	1,547	15,000	25	14,975	15,000	15,000
R&M-Sidewalks	4,281	83,150	5,000	-	5,000	5,000	5,000
R&M-Signage	3,404	2,946	1,000	1,156	-	1,156	1,000
Total Road and Street Facilities	12,305	87,643	21,000	1,181	19,975	21,156	21,000
Community Center							
Contracts-Security Services	50,378	52,687	61,028	21,009	41,846	62,855	63,000
R&M-Clubhouse	5,659	18,561	15,000	1,914	3,812	5,726	10,000
R&M-Pools	26,325	22,694	25,872	9,453	18,829	28,282	25,872
Miscellaneous Services	4,110	7,101	3,500	-	3,500	3,500	3,500
Capital Projects	-	19,883	0,000	-	-	-	-
Capital Reserve	-	-	5,068	-	5,068	5,068	10,545
Total Community Center	86,472	120,926	110,468	32,376	73,055	105,431	112,917
TOTAL EXPENDITURES	928,545	1,092,371	1,230,800	416,674	786,751	1,203,425	1,238,700
Excess (deficiency) of revenues							
Over (under) expenditures	253,657	147,202	(39,848)	682,421	(626,653)	55,768	
Net change in fund balance	253,657	147,202	(39,848)	682,421	(626,653)	55,768	-
FUND BALANCE, BEGINNING	1,384,966	1,638,621	1,785,823	1,785,823	-	1,785,823	1,841,589
	\$ 1,638,623						

Fiscal Year 2025

#### REVENUES

#### Interest - Investments

The District earns interest income on their operating and investment accounts.

#### **Room Rentals**

Revenue from clubhouse rentals.

#### Interest – Tax Collector

The District earns interest income on the assessments collected by Osceola county.

#### Special Assessments - Tax Collector

The District will levy a non-ad valorem assessment on all the assessable property within the District to pay for the operating expenditures during the fiscal year.

#### Special Assessments - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

#### Gate Bar code/Remotes

This revenue is from the sale of controlled access gate decals.

#### Access Cards

Revenue from the clubhouse access keys.

#### **EXPENDITURES - Administrative**

#### P/R - Board of Supervisors

The Florida Statutes allow for each Board member to receive \$200 per meeting, not to exceed \$6,000 paid to each Supervisor for the time devoted to District business and meetings. It is anticipated that there will be twelve meetings per year with five Supervisors and one liaison receiving compensation.

#### FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

#### Professional Services – Arbitrage Rebate

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate liability on the series of Special Assessment bonds. The budgeted amount is based on standard fees charged for this service.

Fiscal Year 2025

#### **EXPENDITURES – Administrative (continued)**

#### **Professional Services - Engineering**

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings, review of invoices, and other specifically requested assignments.

#### Professional Services - Legal Services

The District's Attorney provides general legal services to the District, i.e., attendance and preparation for board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

#### Professional Services - Management Consulting Services

The District has contracted with Inframark - Infrastructure Management Services to provide management, accounting, and recording secretary services. These services include, but are not limited to, advertising, recording, and transcribing of Board meetings, administrative services, budget preparation, financial reporting, and assisting with annual audits.

#### Professional Services - Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The budget costs are based on \$1 per parcel.

#### Professional Services - Special Assessment

The District has contracted with Inframark - Infrastructure Management Services to prepare the District's Special Assessment Roll.

#### **Professional Services - Trustee Fees**

The District pays US Bank an annual fee for trustee services on the Series 2017 and 2022 Special Assessment Bonds. The budgeted amount for the fiscal year is based on standard fees charged plus any out-of-pocket expenses.

#### **Auditing Services**

The District is required by Florida Statutes to have an independent audit of its financial records on an annual basis. The fees are based on contract amount.

#### Website Compliance

The costs related to keeping the District's Website ADA compliant.

#### **Communication - Telephone**

The District telephone service charges from four Century Link accounts.

Fiscal Year 2025

#### **EXPENDITURES – Administrative (continued)**

#### Postage & Freight

The District incurs charges for mailing Board meeting agenda packages, invoices to third parties, checks for vendors, and other required correspondence.

#### Insurance - General Liability & Property

The District's General Liability, Public Officials Liability & Property Insurance policy is with Florida Municipal Insurance Trust (FMIT). FMIT specializes in providing insurance coverage to governmental agencies.

#### Printing & Binding

The District incurs charges for printing and binding agenda packages and printing computerized checks, correspondence, stationery, envelopes, and other printed material.

#### Legal Advertising

Board meetings and other services are required to be advertised, such as public bidding advertisements, assessment resolutions, meeting notices, and any other advertising that may be required.

#### Miscellaneous - Services

Bank charges and any other miscellaneous expenditures that may be incurred during the year.

#### Misc - Assessment Collection Costs

The District reimburses the Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection <u>or</u> 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs is based on a maximum of 2% of the anticipated assessment collections.

#### **Office Supplies**

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

#### Annual District Filling Fee

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only anticipated expenditure for this category.

Fiscal Year 2025

#### **EXPENDITURES – Field**

#### Professional Services - Field Management

Includes payroll and overhead costs associated with the services being provided under a management consulting contract with Inframark - Infrastructure Management Services. This includes employees utilized in the field.

#### Professional Services - Field Management - Onsite Staff

Costs for personnel at the Amenity Center.

#### Contracts - Landscape

Annual contract with Blade Runners Landscaping.

#### **Electricity - General**

Electricity for accounts with Kissimmee Utility Authority for street lighting, front entry features, fountains and irrigation well.

#### Utility - Water & Sewer

Expense for accounts with TOHO for water and sewer.

#### R&M - Common Area

This category is for any items related to maintenance of common areas that are not covered in other field services line items.

#### R&M - Irrigation

This category is for any items related to maintenance of irrigation areas that are not covered in other field services line items.

#### R&M - Lake

Scheduled maintenance consists of monthly inspections and treatment of lakes. Herbiciding will consist of chemical treatments, Algae control, and chemical treatments.

#### R&M – Tree Trimming

Various tree trimming throughout district.

#### R&M - Bush Hogging

Service performed quarterly / 4x year at \$3,000.

#### Misc - Contingency

This represents any additional unanticipated expenditures that are incurred during the year that may not have been provided for in the other budget categories.

Fiscal Year 2025

#### **EXPENDITURES-** Gatehouse

#### Contracts - Security System

Annual contract with Envera Security System.

#### R&M Gate

This category is for any items related to maintenance of the district's gates.

#### **CAPITAL – Expenditures & Projects**

#### Capital Reserve

Expenses related to new projects within the district.

#### **EXPENDITURES- Road and Street Facilities**

#### R&M - Roads & Alleyways

Scheduled maintenance consists of cleaning, repair and replacement. Significant replacements in excess of \$500 are funded through the maintenance reserves.

#### R&M - Sidewalks

Scheduled maintenance consists of cleaning, repair and replacement. Significant replacements in excess of \$20,000 are funded through the maintenance reserves.

#### R&M - Signage

Scheduled maintenance consists of cleaning, repair and replacement. Significant replacements in excess of \$500 are funded through the maintenance reserves.

#### **EXPENDITURES-** Community Center

#### **Contracts - Security Services**

Magnosec Corp. Pool Security

#### R&M - Clubhouse

Contract with Exercise Systems to maintain fitness equipment, Contract with Bright House Networks for Cable Service and a Contract with Terminix for Termite and Pest Control.

#### R&M - Pools

Scheduled maintenance includes regular cleaning of the pool, purchase of chemicals, and filtration.

#### **R&M - Miscellaneous Services**

This category is for any items related to maintenance of the park and recreation area that are not covered in other budget line items.

Fiscal Year 2025

### EXPENDITURES- Community Center (continued)

#### **Capital Reserve**

Reserve set aside for anticipated expenses also used to balance the budget.

#### Exhibit "A"

#### Allocation of Fund Balances

#### AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2025	\$ 1,841,589
Net Change in Fund Balance - Fiscal Year 2025	-
Reserves - Fiscal Year 2025	273,645
Total Funds Available (Estimated) - 09/30/2025	2,115,235

#### **ALLOCATION OF AVAILABLE FUNDS**

I Allocation of Available Funds		2,106,890
Roadways		350,094
Recreation Facilities		101,817
Landscape		190,967
Field		91,99
Clubhouse		31,86
Capital Reserve - FY25	263,100	1,150,477
Less: FY 2024 Expenditures:	(108,494)	
Capital Reserve - Prior Year	995,871 <sup>(2)</sup>	
Operating Reserve - First Quarter Operating Ca	pital	189,675

#### <u>Notes</u>

(1) Represents approximately 2 months of operating expenditures less \$60K to cover shortfall.

(2) Motion to assign fund balance as of 09/30/23 - Approved by board

COMMUNITY DEVELOPMENT DISTRICT

# **Debt Service Budgets**

Fiscal Year 2025

### Summary of Revenues, Expenditures and Changes in Fund Balances Fiscal Year 2025 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	 CTUAL Y 2023	E	DOPTED BUDGET FY 2024	 ACTUAL THRU Jan-24	F	ROJECTED TOTAL February- PROJECTED Sep-24 FY 2024		OJECTED	В	NNUAL UDGET FY 2025
REVENUES											
Interest - Investments	\$ 4	\$ 536	\$	4	\$ 804	\$	1,608	\$	2,412	\$	2,400
Special Assmnts- Tax Collector	220,324	220,651		220,651	202,440		18,211		220,651		220,651
Special Assmnts- Discounts	(8,266)	(8,129)		(8,826)	(8,050)		(776)		(8,826)		(8,826)
TOTAL REVENUES	212,062	213,058		211,829	195,194		19,043		214,237		214,225
EXPENDITURES											
Administrative											
Misc-Assessmnt Collection Cost	2,568	2,639		4,413	3,888		525		4,413		4,413
Total Administrative	2,568	2,639		4,413	 3,888		525		4,413		4,413
Debt Service											
Principal Debt Retirement	152,000	157,000		162,000	-		162,000		162,000		167,000
Interest Expense	57,428	52,488		47,385	23,693		23,692		47,385		42,120
Total Debt Service	209,428	209,488		209,385	 23,693		185,692		209,385		209,120
TOTAL EXPENDITURES	211,996	212,127		213,798	27,581		186,217		213,798		213,533
Excess (deficiency) of revenues											
Over (under) expenditures	66	931		(1,969)	 167,613		(167,174)		439		692
Net change in fund balance	66	931		(1,969)	 167,613		(167,174)		439		692
FUND BALANCE, BEGINNING	57,641	57,707		58,639	58,639		-		58,639		59,078
FUND BALANCE, ENDING	\$ 57,707	\$ 58,639	\$	56,671	\$ 226,252	\$	(167,174)	\$	59,078	\$	59,770

#### **AMORTIZATION SCHEDULE**

#### SPECIAL ASSESSMENT BONDS

Period Ending	PRINCIPAL OUTSTANDING	Coupon	Principal Balance	Interest	Debt Service	Annual Debt Service
11/1/2024	1,296,000			21,060	21,060	
5/1/2025	1,129,000	3.250%	167,000	21,060	188,060	209,120
11/1/2025	1,129,000			18,346	18,346	
5/1/2026	956,000	3.250%	173,000	18,346	191,346	209,693
11/1/2026	956,000			15,535	15,535	
5/1/2027	777,000	3.250%	179,000	15,535	194,535	210,070
11/1/2027	777,000			12,626	12,626	
5/1/2028	592,000	3.250%	185,000	12,626	197,626	210,253
11/1/2028	592,000			9,620	9,620	
5/1/2029	401,000	3.250%	191,000	9,620	200,620	210,240
11/1/2029	401,000			6,516	6,516	
5/1/2030	204,000	3.250%	197,000	6,516	203,516	210,033
11/1/2030	204,000			3,315	3,315	
5/1/2031	-	3.250%	204,000	3,315	207,315	210,630
Totals			1,296,000	174,038	1,470,038	1,470,038

**Community Development District** 

# Summary of Revenues, Expenditures and Changes in Fund Balances Fiscal Year 2025 Proposed Budget

	ACTUAL	ACTUAL	ADOPTED BUDGET	ACTUAL THRU	PROJECTED February-	TOTAL	ANNUAL BUDGET
ACCOUNT DESCRIPTION	FY 2022	FY 2023	FY 2024	Jan-24	Sep-24	FY 2024	FY 2025
REVENUES							
Interest - Investments	\$ 178	\$ 3,593	\$ 1,225	\$ 664	\$ 1,328	\$ 1,992	\$ 1,500
Special Assmnts- Tax Collector	9,491	331,754	331,754	304,374	27,380	331,754	331,754
Special Assmnts- Discounts	66	(12,222)	(13,270)	(12,103)	(1,167)	(13,270)	(13,270)
TOTAL REVENUES	9,735	323,125	319,709	292,935	27,541	320,476	319,984
EXPENDITURES							
Administrative							
Misc-Assessmnt Collection Cost	191	3,967	6,635	5,845	790	6,635	6,635
Total Administrative	191	3,967	6,635	5,845	790	6,635	6,635
Debt Service							
Principal Debt Retirement	-	220,000	226,000	-	226,000	226,000	231,000
Interest Expense	13,811	93,808	88,550	44,275	44,275	88,550	83,148
Total Debt Service	13,811	313,808	314,550	44,275	270,275	314,550	314,148
TOTAL EXPENDITURES	14,002	317,775	321,185	50,120	271,065	321,185	320,783
Excess (deficiency) of revenues			-				
Over (under) expenditures	(4,267)	5,350	(1,476)	242,815	(243,524)	(709)	(799)
OTHER FINANCING SOURCES (USES)							
Interfund Transfer-In	3,289	-	-	-	-	-	-
Proceeds of Refunding Bonds	60,714	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	64,003	-		-	-	-	-
Net change in fund balance	59,736	5,350	(1,476)	242,815	(243,524)	(709)	(799)
FUND BALANCE, BEGINNING	-	59,736	65,086	65,086	-	65,086	64,377
FUND BALANCE, ENDING	\$ 59,736	\$ 65,086	\$ 63,610	\$ 307,901	\$ (243,524)	\$ 64,377	\$ 63,578

#### **AMORTIZATION SCHEDULE**

Period Ending	Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2024	3,479,000			41,574	41,574	
5/1/2025	3,479,000	231,000	2.390%	41,574	272,574	314,148
11/1/2025	3,248,000			38,814	38,814	
5/1/2026	3,248,000	237,000	2.390%	38,814	275,814	314,627
11/1/2026	3,011,000			35,981	35,981	
5/1/2027	3,011,000	242,000	2.390%	35,981	277,981	313,963
11/1/2027	2,769,000			33,090	33,090	
5/1/2028	2,769,000	248,000	2.390%	33,090	281,090	314,179
11/1/2028	2,521,000			30,126	30,126	
5/1/2029	2,521,000	254,000	2.390%	30,126	284,126	314,252
11/1/2029	2,267,000			27,091	27,091	
5/1/2030	2,267,000	260,000	2.390%	27,091	287,091	314,181
11/1/2030	2,007,000			23,984	23,984	
5/1/2031	2,007,000	267,000	2.390%	23,984	290,984	314,967
11/1/2031	1,740,000			20,793	20,793	
5/1/2032	1,740,000	273,000	2.390%	20,793	293,793	314,586
11/1/2032	1,467,000			17,531	17,531	
5/1/2033	1,467,000	280,000	2.390%	17,531	297,531	315,061
11/1/2033	1,187,000			14,185	14,185	
5/1/2034	1,187,000	286,000	2.390%	14,185	300,185	314,369
11/1/2034	901,000			10,767	10,767	
5/1/2035	901,000	293,000	2.390%	10,767	303,767	314,534
11/1/2035	608,000			7,266	7,266	
5/1/2036	608,000	300,000	2.390%	7,266	307,266	314,531
11/1/2036	308,000	-		3,681	3,681	
5/1/2037	308,000	308,000	2.390%	3,681	311,681	315,361
Totals		3,479,000		609,761	4,088,761	4,088,761

#### Special Assessment Bond, Series 2022-1 (Roadway Resurfacing Project)

**Community Development District** 

# Summary of Revenues, Expenditures and Changes in Fund Balances Fiscal Year 2025 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ACTUAL FY 2023	B	DOPTED BUDGET FY 2024	 ACTUAL THRU Jan-24	F	OJECTED ebruary- Sep-24	PR	TOTAL OJECTED FY 2024	в	NNUAL UDGET Y 2025
REVENUES											
Interest - Investments	\$ 78	\$ 1,743	\$	400	\$ 284	\$	568	\$	852	\$	750
Special Assmnts- Tax Collector	-	179,405		179,405	164,598		14,807		179,405		179,405
Special Assmnts- Discounts	-	(6,610)		(7,176)	(6,545)		(631)		(7,176)		(7,176)
TOTAL REVENUES	78	174,538		172,629	158,337		14,744		173,081		172,978
EXPENDITURES											
Administrative											
Misc-Assessmnt Collection Cost	(1,588)	2,145		3,588	3,161		427		3,588		3,588
Total Administrative	(1,588)	 2,145		3,588	 3,161		427		3,588		3,588
Debt Service											
Principal Debt Retirement	80,000	125,000		128,000	-		128,000		128,000		131,000
Interest Expense	6,791	44,251		41,313	20,657		20,656		41,313		38,305
Cost of Issuance	72,134	 -		-	 -		-		-		-
Total Debt Service	158,925	 169,251		169,313	 20,657		148,656		169,313		169,305
TOTAL EXPENDITURES	157,337	171,396		172,901	23,818		149,083		172,901		172,893
Excess (deficiency) of revenues				-							
Over (under) expenditures	(157,259)	 3,142		(272)	 134,519		(134,339)		180		85
OTHER FINANCING SOURCES (USES)											
Interfund Transfer - In	108,918	-		-	-		-		-		-
Proceeds of Refunding Bonds	74,191	-		-	-		-		-		-
TOTAL OTHER SOURCES (USES)	183,109	-		-	-		-		-		-
Net change in fund balance	25,850	 3,142		(272)	 134,519		(134,339)		180		85
FUND BALANCE, BEGINNING	-	25,850		28,991	28,991		-		28,991		29,171
FUND BALANCE, ENDING	\$ 25,850	\$ 28,991	\$	28,719	\$ 163,510	\$	(134,339)	\$	29,171	\$	29,256

#### **AMORTIZATION SCHEDULE**

Period Ending	Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2024	1,630,000			19,153	19,153	
5/1/2025	1,630,000	131,000	2.350%	19,153	150,153	169,305
11/1/2025	1,499,000	,		17,613	17,613	,
5/1/2026	1,499,000	135,000	2.350%	17,613	152,613	170,227
11/1/2026	1,364,000			16,027	16,027	
5/1/2027	1,364,000	138,000	2.350%	16,027	154,027	170,054
11/1/2027	1,226,000			14,406	14,406	
5/1/2028	1,226,000	141,000	2.350%	14,406	155,406	169,811
11/1/2028	1,085,000			12,749	12,749	
5/1/2029	1,085,000	144,000	2.350%	12,749	156,749	169,498
11/1/2029	941,000			11,057	11,057	
5/1/2030	941,000	148,000	2.350%	11,057	159,057	170,114
11/1/2030	793,000	-,		9,318	9,318	,
5/1/2031	793,000	151.000	2.350%	9,318	160.318	169,636
11/1/2031	642,000	,		7,544	7,544	,
5/1/2032	642.000	155.000	2.350%	7,544	162.544	170,087
11/1/2032	487,000	,	2.00070	5,722	5,722	
5/1/2033	487,000	159,000	2.350%	5,722	164,722	170,445
11/1/2033	328,000	153,000	2.00070	3.854	3,854	110,110
	,	162.000	2 25.00/	- )	,	169,708
5/1/2034	328,000	162,000	2.350%	3,854	165,854	109,700
11/1/2034	166,000	400.000	0.0500/	1,951	1,951	400.004
5/1/2035	166,000	166,000	2.350%	1,951	167,951	169,901
Totals		1,630,000		238,784	1,868,784	1,868,784

Special Assessment Refunding Bond, Series 2022-2

#### Debt Service Funds

#### **Budget Narrative**

Fiscal Year 2025

#### REVENUES

#### Interest - Investments

The District earns interest income on their accounts trust accounts with US Bank.

#### **Special Assessment - Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures. The District will assess the maximum annual debt service amount.

#### Special Assessment - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

#### **EXPENDITURES - Administrative**

#### Misc. - Assessment Collection Costs

The District reimburses the Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection **or** 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs is based on a maximum of 2% of the anticipated assessment collections.

#### **Expenditures- Debt Service**

#### Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt.

#### Interest Expense

The District pays interest expense on the debt twice during the year.

COMMUNITY DEVELOPMENT DISTRICT

# **Supporting Budget Schedules**

Fiscal Year 2025

	Ger	eral Fund (	001	201	7A DS Per U	Jnit	202	2-1 DS Per	Unit	202	2-2 DS Per	Unit	Total Assessments per Unit			nit	Units
	FY 2025	FY 2024	Percent	FY 2025	FY 2024	Percent	FY 2025	FY 2024	Percent	FY 2025	FY 2024	Percent	FY 2025	FY 2024	Dollar	Percent	
Product			Change			Change			Change			Change			Change	Change	
1/3 Acre Lot	\$1,607.92	\$1,607.92	0%	\$976.76	\$976.76	0%	\$441.75	\$441.75	0%	\$0.00	\$0.00	n/a	\$3,026.44	\$3,026.44	\$0.00	0%	7
1/2 Acre Lot	\$1,607.92	\$1,607.92	0%	\$976.76	\$976.76	0%	\$441.75	\$441.75	0%	\$0.00	\$0.00	n/a	\$3,026.44	\$3,026.44	\$0.00	0%	4
65' lot	\$1,607.92	\$1,607.92	0%	\$488.38	\$488.38	0%	\$441.75	\$441.75	0%	\$0.00	\$0.00	n/a	\$2,538.06	\$2,538.06	\$0.00	0%	244
85' lot	\$1,607.92	\$1,607.92	0%	\$586.06	\$586.06	0%	\$441.75	\$441.75	0%	\$0.00	\$0.00	n/a	\$2,635.73	\$2,635.73	\$0.00	0%	162
H - 65' lot	\$1,607.92	\$1,607.92	0%	\$0.00	\$0.00	n/a	\$441.75	\$441.75	0%	\$538.75	\$538.75	0%	\$2,588.42	\$2,588.42	\$0.00	0%	100
I - 65' lot	\$1,607.92	\$1,607.92	0%	\$0.00	\$0.00	n/a	\$441.75	\$441.75	0%	\$538.75	\$538.75	0%	\$2,588.42	\$2,588.42	\$0.00	0%	84
J - 65' lot	\$1,607.92	\$1,607.92	0%	\$0.00	\$0.00	n/a	\$441.75	\$441.75	0%	\$538.75	\$538.75	0%	\$2,588.42	\$2,588.42	\$0.00	0%	150
																	751

#### Comparison of Non-Ad Valorem Assessment Rates Fiscal Year 2025 vs. Fiscal Year 2024

# BRIGHTON LAKES Community Development District

**Financial Report** 

January 31, 2024



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### BRIGHTON LAKES Community Development District

**Financial Statements** 

(Unaudited)

#### Balance Sheet

ACCOUNT DESCRIPTION	 GENERAL FUND		SERIES 2017 DEBT SERVICE FUND		RIES 2022-1 BT SERVICE FUND	RIES 2022-2 BT SERVICE FUND	ERIES 2022-1 CAPITAL DJECTS FUND	 TOTAL
ASSETS								
Cash - Checking Account	\$ 990,369	\$	-	\$	-	\$ -	\$ -	\$ 990,369
Due From Other Funds	-		192,115		288,850	156,203	1	637,169
Investments:								
Money Market Account	2,134,658		-		-	-	-	2,134,658
SBA Account	13,834		-		-	-	-	13,834
Construction Fund	-		-		-	-	1,187,876	1,187,876
Reserve Fund	-		21,602		-	-	-	21,602
Revenue Fund	-		12,535		19,051	7,307	-	38,893
TOTAL ASSETS	\$ 3,138,861	\$	226,252	\$	307,901	\$ 163,510	\$ 1,187,877	\$ 5,024,401
LIABILITIES								
Accounts Payable	\$ 33,226	\$	-	\$	-	\$ -	\$ -	\$ 33,226
Accrued Expenses	223		-		-	-	-	223
Due To Other Funds	637,169		-		-	-	-	637,169
TOTAL LIABILITIES	670,618		-		-	-	-	670,618

#### Balance Sheet

ACCOUNT DESCRIPTION	 GENERAL FUND	SERIES 2017 DEB 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	-	226,252	2	307,901	163,510	-	697,663
Capital Projects	-		-	-	-	1,187,877	1,187,877
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
<b>Reserves - Recreation Facilities</b>	101,817		-	-	-	-	101,817
Reserves - Roadways	350,094		-	-	-	-	350,094
Unassigned:	728,185		-	-	-	-	728,185
TOTAL FUND BALANCES	\$ 2,468,243	\$ 226,252	2 \$	307,901	\$ 163,510	\$ 1,187,877	\$ 4,353,783
TOTAL LIABILITIES & FUND BALANCES	\$ 3,138,861	\$ 226,252	2 \$	307,901	\$ 163,510	\$ 1,187,877	\$ 5,024,401

		0	,	,			
ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET		AR TO DATE BUDGET		R TO DATE	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES							
Interest - Investments	\$ 30,000	\$	10,000	\$	31,604	\$ 21,604	105.35%
Room Rentals	50		17		23	6	46.00%
Interest - Tax Collector	52		35		2,831	2,796	5444.23%
Special Assmnts- Tax Collector	1,207,552		1,111,940		1,107,892	(4,048)	91.75%
Special Assmnts- Discounts	(48,302)		(44,477)		(44,054)	423	91.21%
Other Miscellaneous Revenues	-		-		36	36	0.00%
Gate Bar Code/Remotes	1,500		375		763	388	50.87%
Access Cards	100		50		-	(50)	0.00%
TOTAL REVENUES	1,190,952		1,077,940		1,099,095	21,155	92.29%
EXPENDITURES							
Administration							
P/R-Board of Supervisors	14,400		4,800		4,000	800	27.78%
FICA Taxes	1,102		367		306	61	27.77%
ProfServ-Arbitrage Rebate	600		-		-	-	0.00%
ProfServ-Engineering	35,000		11,667		17,188	(5,521)	49.11%
ProfServ-Legal Services	35,000		11,667		10,329	1,338	29.51%
ProfServ-Mgmt Consulting	58,973		19,658		19,658	-	33.33%
ProfServ-Property Appraiser	387		-		-	-	0.00%
ProfServ-Special Assessment	5,305		1,768		1,768	-	33.33%
ProfServ-Trustee Fees	7,758		4,041		4,041	-	52.09%
Auditing Services	3,600		-		-	-	0.00%
Website Compliance	2,000		667		794	(127)	39.70%
Communication - Telephone	14,000		4,667		4,680	(13)	33.43%
Postage and Freight	1,200		400		78	322	6.50%
Insurance - General Liability	18,756		4,689		4,841	(152)	25.81%
Printing and Binding	1,500		500		46	454	3.07%
Legal Advertising	2,500		833		212	621	8.48%
Miscellaneous Services	500		167		2,048	(1,881)	409.60%
Misc-Assessment Collection Cost	24,151		22,239		21,277	962	88.10%
Office Supplies	250		83		-	83	0.00%
Annual District Filing Fee	 175		175		175	 	100.00%
Total Administration	 227,157		88,388		91,441	 (3,053)	40.25%
Field							
ProfServ-Field Management	42,632		14,211		14,211	-	33.33%
ProfServ - Field Management Onsite Staff	61,991		20,664		20,664	-	33.33%
Contracts-Landscape	217,848		72,616		72,616	-	33.33%
Electricity - General	82,000		27,333		20,900	6,433	25.49%
Utility - Water & Sewer	7,000		2,333		837	1,496	11.96%

ACCOUNT DESCRIPTION	ŀ	ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE	AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
		~~~~~		00.000		4 000	40.407	0.400/
R&M-Common Area		60,000		20,000		1,893	18,107	3.16%
R&M-Irrigation		15,000		5,000		13,282	(8,282)	88.55%
R&M-Lake		32,280		10,760		7,190	3,570	22.27%
R&M-Trees and Trimming		6,000		-		450	(450)	7.50%
R&M-Bush Hogging		6,000		2,000		3,000	(1,000)	50.00%
Misc-Contingency		750		250		630	 (380)	84.00%
Total Field		531,501	·	175,167		155,673	 19,494	29.29%
<u>Gatehouse</u>								
Contracts-Security Services		74,574		24,858		25,229	(371)	33.83%
R&M-Gate		3,000		1,000		2,280	(1,280)	76.00%
Total Gatehouse		77,574		25,858		27,509	 (1,651)	35.46%
Capital Expenditures & Projects								
Capital Reserve		263,100		-		108,494	(108,494)	41.24%
Total Capital Expenditures & Projects		263,100		-		108,494	 (108,494)	41.24%
Road and Street Facilities								
R&M-Roads & Alleyways		15,000		5,000		25	4,975	0.17%
R&M-Sidewalks		5,000		2,500		-	2,500	0.00%
R&M-Signage		1,000		500		1,156	(656)	115.60%
Total Road and Street Facilities		21,000		8,000		1,181	 6,819	5.62%
Community Center								
Contracts-Security Services		61,028		20,343		21,009	(666)	34.43%
R&M-Clubhouse		15,000		5,000		1,914	3,086	12.76%
R&M-Pools		25,872		8,624		9,453	(829)	36.54%
Miscellaneous Services		3,500		1,167		-	1,167	0.00%
Capital Projects		5,068		-		-	-	0.00%
Total Community Center		110,468		35,134		32,376	 2,758	29.31%
TOTAL EXPENDITURES		1,230,800		332,547		416,674	(84,127)	33.85%
Excess (deficiency) of revenues		(00.040)		745 000		000 101	(00.070)	
Over (under) expenditures		(39,848)		745,393		682,421	 (62,972)	-1712.56%
OTHER FINANCING SOURCES (USES)								
Contribution to (Use of) Fund Balance		(39,848)		-		-	-	0.00%
TOTAL FINANCING SOURCES (USES)		(39,848)		-		-	-	0.00%
Net change in fund balance	\$	(39,848)	\$	745,393	\$	682,421	\$ (62,972)	-1712.56%
FUND BALANCE, BEGINNING (OCT 1, 2023)		1,785,822		1,785,822		1,785,822	 	
FUND BALANCE, ENDING	\$	1,745,974	\$	2,531,215	\$	2,468,243		
·	<u> </u>		<u> </u>	. , -				

### BRIGHTON LAKES Community Development District

**Debt Service Schedules** 

ACCOUNT DESCRIPTION	Α	ANNUAL IDOPTED BUDGET	AR TO DATE BUDGET		AR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES									
Interest - Investments	\$	4	\$ 1	\$	804	\$	803	20100.00%	
Special Assmnts- Tax Collector		220,651	203,180		202,440	(740)		91.75%	
Special Assmnts- Discounts		(8,826)	(7,870)		(8,050)		(180)	91.21%	
TOTAL REVENUES		211,829	195,311		195,194		(117)	92.15%	
EXPENDITURES									
Administration									
Misc-Assessment Collection Cost	_	4,413	 4,064	_	3,888	_	176	88.10%	
Total Administration		4,413	 4,064		3,888		176	88.10%	
Debt Service									
Principal Debt Retirement		162,000	-		-		-	0.00%	
Interest Expense	_	47,385	 23,693	_	23,693	_	-	50.00%	
Total Debt Service		209,385	 23,693		23,693		-	11.32%	
TOTAL EXPENDITURES		213,798	27,757		27,581		176	12.90%	
Excess (deficiency) of revenues									
Over (under) expenditures		(1,969)	 167,554		167,613		59	-8512.60%	
OTHER FINANCING SOURCES (USES)									
Contribution to (Use of) Fund Balance		(1,969)	-		-		-	0.00%	
TOTAL FINANCING SOURCES (USES)		(1,969)	-		-		-	0.00%	
Net change in fund balance	\$	(1,969)	\$ 167,554	\$	167,613	\$	59	-8512.60%	
FUND BALANCE, BEGINNING (OCT 1, 2023)		58,639	58,639		58,639				
FUND BALANCE, ENDING	\$	56,670	\$ 226,193	\$	226,252				

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	IR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES								
Interest - Investments	\$	1,225	\$ 408	\$ 664	\$	256	54.20%	
Special Assmnts- Tax Collector		331,754	305,486	304,374		(1,112)	91.75%	
Special Assmnts- Discounts		(13,270)	(12,219)	(12,103)	116		91.21%	
TOTAL REVENUES		319,709	293,675	292,935		(740)	91.63%	
EXPENDITURES								
Administration								
Misc-Assessment Collection Cost		6,635	 6,110	 5,845		265	88.09%	
Total Administration		6,635	 6,110	 5,845		265	88.09%	
Debt Service								
Principal Debt Retirement		226,000	-	-		-	0.00%	
Interest Expense		88,550	 44,275	 44,275		-	50.00%	
Total Debt Service		314,550	 44,275	 44,275			14.08%	
TOTAL EXPENDITURES		321,185	50,385	50,120		265	15.60%	
Excess (deficiency) of revenues								
Over (under) expenditures		(1,476)	 243,290	 242,815		(475)	-16450.88%	
OTHER FINANCING SOURCES (USES)								
Contribution to (Use of) Fund Balance		(1,476)	-	_		-	0.00%	
TOTAL FINANCING SOURCES (USES)		(1,476)	-	-		-	0.00%	
Net change in fund balance	\$	(1,476)	\$ 243,290	\$ 242,815	\$	(475)	-16450.88%	
FUND BALANCE, BEGINNING (OCT 1, 2023)		65,086	65,086	65,086				
FUND BALANCE, ENDING	\$	63,610	\$ 308,376	\$ 307,901				

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	YE.	AR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES									
Interest - Investments	\$	400	\$ 133	\$	284	\$	151	71.00%	
Special Assmnts- Tax Collector		179,405	165,200		164,598		(602)	91.75%	
Special Assmnts- Discounts		(7,176)	(6,608)		(6,545)		63	91.21%	
TOTAL REVENUES		172,629	158,725		158,337		(388)	91.72%	
EXPENDITURES									
Administration									
Misc-Assessment Collection Cost		3,588	 3,304		3,161		143	88.10%	
Total Administration		3,588	 3,304		3,161		143	88.10%	
Debt Service									
Principal Debt Retirement		128,000	-		-		-	0.00%	
Interest Expense		41,313	 20,657		20,657		_	50.00%	
Total Debt Service		169,313	 20,657		20,657			12.20%	
TOTAL EXPENDITURES		172,901	23,961		23,818		143	13.78%	
Excess (deficiency) of revenues									
Over (under) expenditures		(272)	 134,764		134,519		(245)	-49455.51%	
OTHER FINANCING SOURCES (USES)									
Contribution to (Use of) Fund Balance		(272)	-		-		-	0.00%	
TOTAL FINANCING SOURCES (USES)		(272)	-		-		-	0.00%	
Net change in fund balance	\$	(272)	\$ 134,764	\$	134,519	\$	(245)	-49455.51%	
FUND BALANCE, BEGINNING (OCT 1, 2023)		28,991	28,991		28,991				
FUND BALANCE, ENDING	\$	28,719	\$ 163,755	\$	163,510				

ACCOUNT DESCRIPTION	ADO	UAL PTED GET		TO DATE DGET	YE	AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES									
Interest - Investments	\$	-	\$	-	\$	21,010	\$ 21,010	0.00%	
TOTAL REVENUES		-		-		21,010	21,010	0.00%	
EXPENDITURES									
TOTAL EXPENDITURES		-		-		-	-	0.00%	
Excess (deficiency) of revenues									
Over (under) expenditures		-	·	-		21,010	 21,010	0.00%	
Net change in fund balance	\$	-	\$		\$	21,010	\$ 21,010	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2023)		-		-		1,166,867			
FUND BALANCE, ENDING	\$	-	\$	-	\$	1,187,877			

#### Notes to the Financial Statements

January 31, 2024

General Fund

#### ► <u>Assets</u>

**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.

- **Due From Other Funds** Assessment collected by tax collector to be paid in February.
- ► <u>Liabilities</u>
  - Accounts Payable Invoices for current month not paid in current month.
  - Accrued Expenses Water.
  - Due To Other Funds Assessments collected by tax collector. Payments to US Bank transferred in February.

#### ► Fund Balance

Assigned To - Reserves approved by board:

Operating Reserve	240,549	1st Q Operating	reserves sch A - FY23-24 budget	t.
Reserves - Capital Projects	732,771	Reserves appro	oved by board.	
Reserves - Clubhouse	31,865	"	II	
Reserves - Field	91,995	II	II	
Reserves - Landscape	190,967	"	н	
Reserves - Recreation Facilities	101,817	"	н	
Reserves - Roadways	350,094	"	н	
Total Reserves	\$ 1,740,058	-		

#### Notes to the Financial Statements

#### January 31, 2024

#### Financial Overview / Highlights

▶ Total Non-Ad valorem special assessments are 92% collected and total revenue is 92% of adopted budget.

- ► General Fund expenditures are 34% of the Adopted budget.
- ► Significant variances explained below.

#### Variance Analysis

Account Name	Annual Budget		YTD Actual	% YTD Budget	Explanation
Expenditures					
Administrative					
ProfServ-Engineering	\$ 35,000	\$	17,188	49%	Roadway repaving project & consulting services.
ProfServ-Trustee Fees	\$ 7,758	\$	4,041	52%	Trustee fees for series 2017.
Website Compliance	\$ 2,000	\$	794	40%	Website ADA compliance fees YTD.
Miscellaneous Services	\$ 500	\$	2,048	410%	Email & domain renewals.
Annual District Filing Fee	\$ 175	\$	175	100%	Filing fees paid in full.
<u>Field</u>					
R&M-Irrigation	\$ 15,000	\$	13,282	89%	Inspections, spray head & timers repairs.
R&M-Bush Hogging	\$ 6,000	\$	3,000	50%	Oct'23 Bush Hogging fees.
Misc-Contingency	\$ 750	\$	630	84%	Various cleaning & maintenance supplies.
<u>Gatehouse</u>					
R&M-Gate	\$ 3,000	\$	2,280	76%	200 Proximity cards & windshield stickers.
Capital Expenditures & Projects					
Capital Reserve	\$ 263,100	\$´	108,494	41%	Roof & sidewalk repairs.
Road and Street Facilities					
R&M-Signage	\$ 1,000	\$	1,156	116%	New aluminum & vinyl signs.
Community Center					
Contracts-Security Services	\$ 61,028	\$	21,009	34%	Monthly fee is based on number of hours performed.
R&M - Pools	\$ 25,872	\$	9,453	37%	Monthly pool service plus miscellaneous repairs.

### BRIGHTON LAKES Community Development District

Supporting Schedules

#### Non-Ad Valorem Special Assessments - Osceola County Tax Collector (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2024

								ALLOCATION BY FUND							
Date		Net Amount		Discount / Penalties)	(	Collection	Gross Amount		General	-	eries 2017 ebt Service	-	eries 2022-1 Debt Service	-	eries 2022-2 ebt Service
Received		Received	-	Amount		Costs	Received		Fund		Fund		Fund		Fund
Assessmen Allocation %		evied FY 202	4				\$ 1,939,361 100%	\$	1,207,552 62.27%	\$	220,651 11.38%	\$	331,754 17.11%	\$	179,405 9.25%
11/10/23	\$	32,808	\$	1,752	\$	670	\$ 35,230	\$	21,936	\$	4,008	\$	6,027	\$	3,259
11/24/23		154,063		6,550		3,144	163,758		101,964		18,632		28,013		15,149
12/11/23		1,399,957		59,522		28,571	1,488,050		926,541		169,303		254,551		137,655
12/22/23		36,532		1,338		746	38,616		24,044		4,394		6,606		3,572
01/10/24		34,301		1,083		700	36,084		22,468		4,105		6,173		3,338
01/10/24		16,720		506		341	17,567		10,938		1,999		3,005		1,625
TOTAL	\$	1,674,381	\$	70,752	\$	34,171	\$ 1,779,304	\$	1,107,892	\$	202,440	\$	304,374	\$	164,598
% COLLECI	ED						92%		92%		92%		92%		92%
Total O/S							\$ 160,057	\$	99,660	\$	18,210	\$	27,380	\$	14,806

Cash Investments All Funds

#### **Cash and Investment Report**

#### January 31, 2024

ACCOUNT NAME	BANK NAME	INVESTMENT TYPE	<u>MATURITY</u>	YIELD	Ē	BALANCE	
GENERAL FUND							
Checking Account - Operating	BankUnited	Public Funds Checking	N/A	0.00%	\$	990,369 (	(1)
Money Market Account	BankUnited	MMA	N/A	5.25%	\$	2,134,658	
Operating Account- Fund A	SBA	Local Gov. Surplus Trust Fund	N/A	5.57%	\$	13,834	
				GF Subtotal	\$	3,138,861	
DEBT SERVICE FUNDS							
Series 2017 Reserve Account	US Bank	Open-Ended CP	N/A	5.35%	\$	21,602	
Series 2017 Revenue Account	US Bank	Open-Ended CP	N/A	5.35%	\$	12,535	
Series 2022-1 Revenue Fund	US Bank	Open-Ended CP	N/A	4.93%	\$	19,051	
Series 2022-2 Revenue Fund	US Bank	Open-Ended CP	N/A	4.93%	\$	7,307	
CAPITAL PROJECTS FUNDS				DS Subtotal	\$	60,495	
Series 2022-1 Construction Fund	US Bank	Open-Ended CP	N/A	4.93%	\$	1,187,876	
				CP Subtotal	\$	1,187,876	
				Total	\$	4,387,232	

Note (1) - Transferring \$631K to US Bank for Debt Service in February.

#### **Brighton Lakes CDD**

Bank Reconciliation

Bank Account No. Statement No.	9878 01-24	BankUnited GF		
Statement Date	1/31/2024			
G/L Balance (LCY)	990,368.80		Statement Balance	1,013,153.44
G/L Balance	990,368.80		Outstanding Deposits	0.00
Positive Adjustments	0.00		_	
			Subtotal	1,013,153.44
Subtotal	990,368.80		Outstanding Checks	22,784.64
Negative Adjustments	0.00		Differences	0.00
Ending G/L Balance	990,368.80		Ending Balance	990,368.80
Difference	0.00			

Posting Document Document Cleared Difference Date Type No. Description Amount Amount **Outstanding Checks** 1/24/2024 FAST SIGNS 201.23 0.00 201.23 Payment 1077 15.22 FEDEX 1/24/2024 Payment 1078 15.22 0.00 1/24/2024 Payment 1079 FLORIDA MUNICIPAL INSURANCE TR 4,841.00 0.00 4,841.00 1/24/2024 Payment INFRAMARK, LLC 15,442.70 0.00 15,442.70 1081 1/24/2024 Payment 1084 OSCEOLA NEWS GAZETTE 156.49 0.00 156.49 1/31/2024 Payment 1086 KUTAK ROCK LLP 1,974.00 0.00 1,974.00 1/31/2024 Payment 1087 TERMINIX PROCESSING CENTER 82.00 0.00 82.00 TERMINIX PROCESSING CENTER 1/31/2024 Payment 1088 72.00 0.00 72.00 22,784.64 Total Outstanding Checks..... 22,784.64

### BRIGHTON LAKES Community Development District

**Check Register and Invoices** 

December to January 2024

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>GENE</u>	RAL FU	<u>IND - 001</u>					
СНЕСК							
001	12/07/23	SKYLIGHT ROOFING INC	SL-287115-1	REPLACE ROOF/ WOOD WORK - FINAL PAYMENT	Capital Reserve	568018-53918 Check Total	\$25,344.17 \$25.344.17
СНЕСК	# 1048					oneek rotar	φ20,044.17
001		BLADE RUNNERS COMMERCIAL	458834	REPAIR MAIN LINE BY CONCRETE DUMPSTER	R&M-Irrigation	546041-53901	\$695.78
001		BLADE RUNNERS COMMERCIAL	458835	REPAIR MAIN LINE NEAR GUARDHOUSE	R&M-Irrigation	546041-53901	\$928.02
001		BLADE RUNNERS COMMERCIAL	458850	BROKEN HEADS/ROTORS & NOZZLES REPAIRED		546041-53901	\$1,193.81
001	12/18/23	BLADE RUNNERS COMMERCIAL	458879	DEC LANDSCAPE 2023 MAINT	Contracts-Landscape	534050-53901 Check Total	\$18,154.00 \$20.971.61
СНЕСК	# 1049						\$20,011101
001	12/18/23	ENVERA SYSTEMS LLC	733941	GATE ACCES DEC 2023	Contracts-Security Services	534037-53904	\$6,184.15
						Check Total	\$6,184.15
001		FAST SIGNS	2060-23172	6 NEW ALUMINUM SIGNS	R&M-Signage	546085-54101	\$407.53
001		FAST SIGNS	2060-22625	2 NEW SIGNS	R&M-Signage	546085-54101	\$407.53 \$233.27
001	12/10/20		2000 22020			Check Total	\$640.80
СНЕСК							
001	12/18/23	HANSON, WALTER & ASSOCIATES	5289017	REPAVING PROJECT	ProfServ-Engineering	531013-51501	\$3,893.75
						Check Total	\$3,893.75
001		INFRAMARK, LLC	104802	NOV 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$3,552.67
001		INFRAMARK, LLC	104802	NOV 2023 MGMT FEES	ProfServ - Field Management Onsite Staff	531106-53901	\$5.165.92
001		INFRAMARK, LLC	104802	NOV 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,914.42
001		INFRAMARK, LLC	105364	POSTAGE / GO DADDY.COM WEB	Postage and Freight	541006-51301	\$12.60
001		INFRAMARK, LLC	105364	POSTAGE / GO DADDY.COM WEB	Website Compliance	534397-51301	\$17.24
001		INFRAMARK, LLC	104952	OCT 2023 - VARIABLE CHARGES	Postage and Freight	541006-51301	\$12.60
001		INFRAMARK, LLC	104952	OCT 2023 - VARIABLE CHARGES	POOL PERMIT	546074-57204	\$294.49
001		INFRAMARK, LLC	104952	OCT 2023 - VARIABLE CHARGES	DRINKING FOUNTAIN REPAIRS	546016-53901	\$840.52
001	12/18/23	INFRAMARK, LLC	104952	OCT 2023 - VARIABLE CHARGES	EMAIL RENEWALS	549001-51301 Check Total	\$739.26 \$15.549.72
СНЕСК	# 1053					Check Total	φ10,049.12
001		KUTAK ROCK LLP	3311517	ROADWAY RESURFACING PROJ THRU OCT 2023	ProfServ-Legal Services	531023-51401	\$530.00
001		KUTAK ROCK LLP	3311516	GEN COUNSEL THRU OCT 2023	ProfServ-Legal Services	531023-51401	\$4,227.00
						Check Total	\$4,757.00
CHECK							
001		MAGNOSEC CORP	1428	SEC SVCS 10/30/23-11/12/23	Contracts-Security Services	534037-57204	\$2,204.00
001	12/18/23	MAGNOSEC CORP	1446	SEC SVCS PROVIDED 11/13-11/27/23	Contracts-Security Services	534037-57204 <b>Check Total</b>	\$2,204.00 \$4,408.00
СНЕСК	# 1055					Check Total	φ4,400.00
001		TECHNI-POOLS	52649	POOL SVCS OCT 2023	R&M-Pools	546074-57204	\$2,156.00
						Check Total	\$2,156.00

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK							
001	12/18/23	TERMINIX PROCESSING CENTER	440083594	PEST CONTROL 11/08/23	R&M-Clubhouse	546015-57204	\$72.00
						Check Total	\$72.00
001		TERMINIX PROCESSING CENTER	440083279	PEST CONTROL SVC 11/08/23	R&M-Clubhouse	546015-57204	\$72.00
001	12/10/20		440000270		Rain Oldbrouse	Check Total	\$72.00
CHECK	# 1058						\$12100
001	12/18/23	TERMINIX PROCESSING CENTER	441105914	GEN PEST CONTROL DEC 2023	R&M-Clubhouse	546015-57204	\$72.00
						Check Total	\$72.00
CHECK	# 1059						
001	12/18/23	TERMINIX PROCESSING CENTER	441106322	GEN PEST CONTROL DEC 2023	R&M-Clubhouse	546015-57204	\$82.00
						Check Total	\$82.00
CHECK			450000		Danteleaster	540044 50004	<b>40 005 70</b>
001 001	01/03/24	BLADE RUNNERS COMMERCIAL BLADE RUNNERS COMMERCIAL	458923 458947	FIXED DAMAGED SPRAYS AT BOULEVARD JAN 2024 LANDSCAPE MAINT	R&M-Irrigation Contracts-Landscape	546041-53901 534050-53901	\$2,025.73 \$18,154.00
001	01/00/24	BEADE ROMAERO COMMERCIAE	400047			Check Total	\$20.179.73
CHECK	# 1062						<i>\$20,110110</i>
001		ENVERA SYSTEMS LLC	734954	JAN 24 GATE ACCESS	GATE ACCES JAN 2024	534037-53904	\$6,184.15
001	01/03/24	ENVERA SYSTEMS LLC	734955	ACCESS CLUBHOUSE 1/1/24-3/31/24	CLUBHOUSE SEC	534037-53904	\$246.00
001	01/03/24	ENVERA SYSTEMS LLC	INV00006901	100 WINDSHIELD STICKERS	R&M Gate	546034-53904	\$1,365.00
						Check Total	\$7,795.15
001		EXERCISE SYSTEMS INC	25854	PREVENTIVE MAINT -FITNESS CENTER	FITNESS CENTER	546015-57204	\$230.00
001	01/03/24	EXERCISE STSTEMS INC	25054	PREVENTIVE MAINT -FITNESS CENTER	FILLESS CENTER	Check Total	\$230.00
CHECK	# 1064					Check Total	φ230.00
001		FAST SIGNS	2060-23357	6 NEW ALUMINUM SIGNS	R&M-Signage	546085-54101	\$313.48
					5 5	Check Total	\$313.48
CHECK	# 1065						
001	01/03/24	FEDEX	8-352-91097	POSTAGE	Postage and Freight	541006-51301	\$12.28
						Check Total	\$12.28
CHECK							
001		HANSON, WALTER & ASSOCIATES	5289311	NOV'23 CONSULTING SERVICES	ProfServ-Engineering	531013-51501	\$1,312.50
001	01/03/24	HANSON, WALTER & ASSOCIATES	5289325	ROADWAY REPAVING PROJECT	ProfServ-Engineering	531013-51501	\$3,518.75
CHECK	# 1069					Check Total	\$4,831.25
001	# 1068 01/03/24	INFRAMARK, LLC	106911	ASSESSMENT SERVICES NOV 2023	ProfServ-Special Assessment	531038-51301	\$442.08
001		INFRAMARK, LLC	106910	ASSESSMENT SERVICES OCT 2023	ProfServ-Special Assessment	531038-51301	\$442.08
						Check Total	\$884.16
CHECK							
001		KUTAK ROCK LLP	3328011	ROADWAY RESURFACING THRU NOV 2023	ProfServ-Legal Services	531023-51401	\$185.50
001	01/03/24	KUTAK ROCK LLP	3328010	CDD MEETING FOLLOW UP	ProfServ-Legal Services	531023-51401	\$3,412.24
						Check Total	\$3,597.74

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
СНЕСК	# 1070						
001	01/03/24	MAGNOSEC CORP	121123	SEC SVCS FROM 11/27/23-12/10/23	Contracts-Security Services	534037-57204	\$2,128.00
001	01/03/24	MAGNOSEC CORP	1481	SEC SVCS 12/11/23-12/24/23	Contracts-Security Services	534037-57204	\$2,128.00
						Check Total	\$4,256.00
СНЕСК							
001		TECHNI-POOLS	52941	5 NEW FLOOR RETURNS	R&M-Pools	546074-57204	\$240.00
001	01/03/24	TECHNI-POOLS	53001	DEC 2023 POOL SVCS	R&M-Pools	546074-57204	\$2,156.00
						Check Total	\$2,396.00
CHECK							(*******
001		HOME DEPOT	8174618	RETURN INV 8174618	R&M-Common Area	546016-53901	(\$99.70)
001		HOME DEPOT	9072117	RETURN 9072117	R&M-Common Area	546016-57204	(\$59.97)
001		HOME DEPOT	100523-7008	AUG PURCHASES PURCHASES	R&M-Common Area	546016-53901	\$9.94
001		HOME DEPOT	100523-7008	AUG PURCHASES PURCHASES	R&M-Common Area	546016-53901	\$110.96
001		HOME DEPOT	110523-7008	OCT/NOV PURCHASES	CLEANING SUPPLIES	546015-57204	\$118.27
001		HOME DEPOT	110523-7008	OCT/NOV PURCHASES	LIGHTING	546016-53901	\$158.81
001		HOME DEPOT	110523-7008	OCT/NOV PURCHASES		549900-53901	\$74.94
001		HOME DEPOT	110523-7008		PAINT SUPPLIES	546016-53901	\$307.88
001		HOME DEPOT	110523-7008		SAKRETE	546081-54101	\$24.95
001		HOME DEPOT HOME DEPOT	110523-7008		SPRINT EXT	546016-53901	\$15.66
001		HOME DEPOT	110523-7008	OCT/NOV PURCHASES OCT/NOV PURCHASES	PAINT ROLLER PAINT SUPPLIES	549900-53901	\$19.44
001 001		HOME DEPOT	110523-7008 110523-7008	OCT/NOV PURCHASES	MAINT SUPPLIES	546016-53901 546016-53901	\$268.42 \$138.59
		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	DRYER VENT		\$35.62
001 001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	CLUBHOUSE SUPPLIES	546015-57204 546015-57204	\$35.62 \$121.13
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	MAINT SUPPLIES	549900-53901	\$69.45
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	FLOOD LT	546016-53901	\$09.45 \$39.97
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	MOTION SENSOR	546016-53901	\$39.97 \$77.94
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	CAULKING	546016-53901	\$47.76
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	LIGHTING	546016-53901	\$47.76
001	01/03/24	HOME DEPOT	120525-7006	DRTER VENT/SUPPLIES/CAULKING/LIGHTING	LIGHTING		\$1,492.04
	# 4070					Check Total	\$1,492.04
001		INFRAMARK, LLC	107100	SIDEWALK REPAIRS - W/O #BL06192023	W0BL06192023	568018-53918	\$83,150.25
001	01/11/24		107100		W0DE00132020	Check Total	\$83,150.25
снеск	# 1077					Uncer rotar	<i>400,100.20</i>
001		FAST SIGNS	2060-23523	POLYSTYRENE WITH PRINTED VINYL	R&M-Signage	546085-54101	\$201.23
					0.0	Check Total	\$201.23
снеск	# 1078						
001	01/24/24	FEDEX	8-372-80540	FEDEX 01/02/24	Postage and Freight	541006-51301	\$15.22
						Check Total	\$15.22
снеск	# 1079						
001	01/24/24	FLORIDA MUNICIPAL INSURANCE TR	INV-39458-C3F5	SECOND INSTALLMENT FY23-24	Insurance - General Liability	545002-51301	\$4,841.00
						Check Total	\$4.841.00

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
СНЕСК	# 1080						
001 001		HANSON, WALTER & ASSOCIATES HANSON, WALTER & ASSOCIATES	5289622 5289623	SITE VISIT REVIEW FOR BRIDGE COLUMN DMG ROADWAY REPAVING PROJECT	ProfServ-Engineering ProfServ-Engineering	531013-51501 531013-51501 <i>Check Total</i>	\$156.25 \$3,718.75 \$3.875.00
СНЕСК	# 1081					encon rotar	\$0,070.00
001 001 001 001 001 001 001 001	01/24/24 01/24/24 01/24/24 01/24/24 01/24/24 01/24/24 01/24/24	INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC	107012 107012 107012 107012 107012 107012 107012 107012 107012 107012	DEC 2023 MGMT FEES DEC 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv ProfServ-Field Management ProfServ - Field Management Onsite Staff Postage and Freight Printing and Binding ProfServ-Special Assessment GODADDY EMAIL RENEWALS Postage and Freight RELIABLE HS	531027-51201 531016-53901 531106-53901 541006-51301 547001-51301 531038-51301 549001-51301 549001-51301 549001-51301 <b>Check Total</b>	\$4,914.42 \$3,552.67 \$5,165.92 \$9.45 \$445.85 \$442.08 \$151.52 \$5.04 \$1,155.75 \$15,442.70
<b>CHECK</b> 001		INNERSYNC STUDIO, LTD	21922	WEBSITE/COMPLIANCE SERVICES	Website Compliance	534397-51301 <b>Check Total</b>	\$388.13 <i>\$388.13</i>
001		MAGNOSEC CORP	1498	SEC SVCS FROM 12/15/23-01/01/24	Contracts-Security Services	534037-57204 <b>Check Total</b>	\$2,280.00 \$2,280.00
001 001	01/24/24	OSCEOLA NEWS GAZETTE OSCEOLA NEWS GAZETTE	F7BA084D-0012 F7BA084D-0013	LEGAL AD 01/18/24 LEGAL AD 02/08/24	11/30/23 NOTICE OF WORKSHOP Legal Advertising	548002-51301 548002-51301 <b>Check Total</b>	\$101.10 \$55.39 <i>\$156.49</i>
001 001	01/24/24	TECHNI-POOLS TECHNI-POOLS	53348 53466	JAN 2024 COMMERCIAL POOL SVC REPAIR 2HP MOTOR	R&M-Pools R&M-Pools	546074-57204 546074-57204 <b>Check Total</b>	\$2,156.00 \$265.00 \$2,421.00
<b>CHECK</b> 001		KUTAK ROCK LLP	3340856	LEGAL COUNSEL THRU DEC 2023	ProfServ-Legal Services	531023-51401 <b>Check Total</b>	\$1,974.00 <i>\$1,974.00</i>
<b>CHECK</b> 001		TERMINIX PROCESSING CENTER	442555238	GEN PEST CONTROL REGULAR	R&M-Clubhouse	546015-57204 <b>Check Total</b>	\$82.00 \$82.00
001		TERMINIX PROCESSING CENTER	442555681	GEN PEST CONTROL REGULAR	R&M-Clubhouse	546015-57204 <b>Check Total</b>	\$72.00 \$72.00
<b>CHECK</b> 001		CHARTER COMMUNICATIONS	1981488111423	BILL PRD 11/14-12/13/23	Communication - Telephone	541003-51301 <b>Check Total</b>	\$288.16 \$288.16

Fund No.	Date	Рауее	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK</b> 001	<b># DD725</b> 12/11/23	CENTURYLINK-ACH	112223-2871 ACH	SERVICE 11/22 - 12/21/23	Communication - Telephone	541003-51301 Check Total	\$340.00 \$340.00
<b>CHECK</b> 001	<b># DD726</b> 12/11/23	CHARTER COMMUNICATIONS	2002334112123	BILL PRD 11/21-12/20/23	Communication - Telephone	541003-51301 Check Total	\$39.99 \$39.99
<b>CHECK</b> 001	<b># DD727</b> 12/26/23	CENTURYLINK-ACH	120123-8906 ACH	BILL PRD 12/1-12/31/23	Communication - Telephone	541003-51301 Check Total	\$220.46 \$220.46
<b>CHECK</b> 001	<b># DD728</b> 12/26/23	TOHO WATER AUTHORITY - ACH	112323 ACH	BILL PRD 10/23-11/23/23	Utility - Water & Sewer	543021-53901 Check Total	\$220.40 \$286.62 \$286.62
<b>CHECK</b> 001	<b># DD733</b> 12/22/23	KUA - ACH	120423 ACH	BILL PRD 10/25-11/24/23	Electricity - General	543006-53901	\$5,276.73
<b>CHECK</b> 001	<b># DD734</b> 12/26/23	CHARTER COMMUNICATIONS	2009172120823 ACH	BILL PRD 12/8-1/7/24	Communication - Telephone	Check Total	\$5,276.73 \$149.97
<b>CHECK</b> 001	<b># DD735</b> 12/26/23	CHARTER COMMUNICATIONS	2009180120923 ACH	BILL PRD 12/9-1/8/24	Communication - Telephone	Check Total	\$149.97 \$159.97
<b>CHECK</b> 001	# DD736 01/01/24	CHARTER COMMUNICATIONS	1981488121423 ACH	BILL PRD 12/14/23-1/13/24	Communication - Telephone	Check Total 541003-51301	\$159.97 \$286.02
<b>CHECK</b> 001	<b># DD737</b> 01/01/24	CHARTER COMMUNICATIONS	2002334122123	BILL PRD 12/21/23-1/20/24	Communication - Telephone	Check Total 541003-51301	\$2 <i>86.0</i> 2 \$39.99
<b>CHECK</b> 001	<b># DD743</b> 01/20/24	CENTURYLINK-ACH	122223-2871 ACH	BILL PRD 12/22/23-1/21/24	Communication - Telephone	<i>Check Total</i> 541003-51301	\$39.99 \$340.00
<b>CHECK</b> 001	<b># DD744</b> 01/20/24	CENTURYLINK-ACH	010124-8906 ACH	SERVICE JAN'24	Communication - Telephone	Check Total 541003-51301	\$340.00 \$208.28
<b>CHECK</b> 001	<b># DD745</b> 01/25/24	CHARTER COMMUNICATIONS	2009172010824 ACH	BILL PRD 01/08-02/07/2024	Communication - Telephone	Check Total	\$2 <i>0</i> 8.28 \$149.97
<b>CHECK</b> 001	# DD746	KUA - ACH	010324 ACH	BILL PRD 11/24-12/24/24	Electricity - General	Check Total	\$149.97 \$5,117.90
001	5 1/L 1/LT					Check Total	\$5,117.90

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK</b> 001	<b># DD747</b> 01/19/24	TOHO WATER AUTHORITY - ACH	011924 ACH	BILL PRD 11/23-12/23/23	Utility - Water & Sewer	543021-53901	\$254.50
						Check Total	\$254.50
001	# DD751 01/26/24	CHARTER COMMUNICATIONS	2009180010924 ACH	BILL PRD 1/9-2/8/24	Communication - Telephone	541003-51301	\$159.97
						Check Total	\$159.97
	# DD729						
001	12/20/23	JOHN M. CRARY	PAYROLL	December 20, 2023 Payroll Posting			\$84.70
СНЕСК	# DD730					Check Total	\$84.70
001	12/20/23	MARK A. PETERS	PAYROLL	December 20, 2023 Payroll Posting			\$184.70
						Check Total	\$184.70
001	# DD731 12/20/23	DENNIS J. HISLER	PAYROLL	December 20, 2023 Payroll Posting			\$184.70
001	12/20/23	DENNIS J. HISLER	PATROLL	December 20, 2023 Payroli Posting		Check Total	\$184.70
СНЕСК	# DD732					Check Total	φ104.10
001	12/20/23	NADINE N. SINGH	PAYROLL	December 20, 2023 Payroll Posting			\$184.70
0.050%	# 4074					Check Total	\$184.70
001		MARCIAL RODRIGUEZ	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
001	01/03/24		TARROLL	Sundary 05, 202 in dyron r osting		Check Total	\$184.70
CHECK	# DD738					encon rotal	<i><i><i></i></i></i>
001	01/09/24	JOHN M. CRARY	PAYROLL	January 09, 2024 Payroll Posting			\$84.70
CHECK	# DD739					Check Total	\$84.70
001		MARK A. PETERS	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
		-	-	, ,, J		Check Total	\$184.70
	# DD740						
001	01/09/24	DENNIS J. HISLER	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
						Check Total	\$184.70

#### Payment Register by Fund For the Period from 12/01/23 to 01/31/24 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
СНЕСК	# DD741						
001	01/09/24	NADINE N. SINGH	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
						Check Total	\$184.70
CHECK	# DD742						
001	01/09/24	MICHELLE INCANDELA	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
						Check Total	\$184.70
						Fund Total	\$260,055.58

Total Checks Paid \$260,055.58

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
СНЕСК	# 1070						
001	01/03/24	MAGNOSEC CORP	121123	SEC SVCS FROM 11/27/23-12/10/23	Contracts-Security Services	534037-57204	\$2,128.00
001	01/03/24	MAGNOSEC CORP	1481	SEC SVCS 12/11/23-12/24/23	Contracts-Security Services	534037-57204	\$2,128.00
						Check Total	\$4,256.00
СНЕСК							
001		TECHNI-POOLS	52941	5 NEW FLOOR RETURNS	R&M-Pools	546074-57204	\$240.00
001	01/03/24	TECHNI-POOLS	53001	DEC 2023 POOL SVCS	R&M-Pools	546074-57204	\$2,156.00
						Check Total	\$2,396.00
CHECK							(********
001		HOME DEPOT	8174618	RETURN INV 8174618	R&M-Common Area	546016-53901	(\$99.70)
001		HOME DEPOT	9072117	RETURN 9072117	R&M-Common Area	546016-57204	(\$59.97)
001		HOME DEPOT	100523-7008	AUG PURCHASES PURCHASES	R&M-Common Area	546016-53901	\$9.94
001		HOME DEPOT	100523-7008	AUG PURCHASES PURCHASES	R&M-Common Area	546016-53901	\$110.96
001		HOME DEPOT	110523-7008	OCT/NOV PURCHASES	CLEANING SUPPLIES	546015-57204	\$118.27
001		HOME DEPOT	110523-7008	OCT/NOV PURCHASES	LIGHTING	546016-53901	\$158.81
001		HOME DEPOT	110523-7008	OCT/NOV PURCHASES		549900-53901	\$74.94
001		HOME DEPOT	110523-7008		PAINT SUPPLIES	546016-53901	\$307.88
001		HOME DEPOT	110523-7008		SAKRETE	546081-54101	\$24.95
001		HOME DEPOT HOME DEPOT	110523-7008		SPRINT EXT	546016-53901	\$15.66
001		HOME DEPOT	110523-7008	OCT/NOV PURCHASES OCT/NOV PURCHASES	PAINT ROLLER PAINT SUPPLIES	549900-53901	\$19.44
001 001		HOME DEPOT	110523-7008 110523-7008	OCT/NOV PURCHASES	MAINT SUPPLIES	546016-53901 546016-53901	\$268.42 \$138.59
		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	DRYER VENT		\$35.62
001 001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	CLUBHOUSE SUPPLIES	546015-57204 546015-57204	\$35.62 \$121.13
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	MAINT SUPPLIES	549900-53901	\$69.45
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	FLOOD LT	546016-53901	\$09.45 \$39.97
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	MOTION SENSOR	546016-53901	\$39.97 \$77.94
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	CAULKING	546016-53901	\$47.76
001		HOME DEPOT	120523-7008	DRYER VENT/SUPPLIES/CAULKING/LIGHTING	LIGHTING	546016-53901	\$47.76
001	01/03/24	HOME DEPOT	120525-7006	DRTER VENT/SUPPLIES/CAULKING/LIGHTING	LIGHTING		\$1,492.04
	# 4070					Check Total	\$1,492.04
001		INFRAMARK, LLC	107100	SIDEWALK REPAIRS - W/O #BL06192023	W0BL06192023	568018-53918	\$83,150.25
001	01/11/24		107100		W0DE00132020	Check Total	\$83,150.25
снеск	# 1077					Uncer rotar	<i>\u000000000000000000000000000000000000</i>
001		FAST SIGNS	2060-23523	POLYSTYRENE WITH PRINTED VINYL	R&M-Signage	546085-54101	\$201.23
					0.0	Check Total	\$201.23
снеск	# 1078						
001	01/24/24	FEDEX	8-372-80540	FEDEX 01/02/24	Postage and Freight	541006-51301	\$15.22
						Check Total	\$15.22
снеск	# 1079						
001	01/24/24	FLORIDA MUNICIPAL INSURANCE TR	INV-39458-C3F5	SECOND INSTALLMENT FY23-24	Insurance - General Liability	545002-51301	\$4,841.00
						Check Total	\$4.841.00

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
СНЕСК	# 1080						
001 001		HANSON, WALTER & ASSOCIATES HANSON, WALTER & ASSOCIATES	5289622 5289623	SITE VISIT REVIEW FOR BRIDGE COLUMN DMG ROADWAY REPAVING PROJECT	ProfServ-Engineering ProfServ-Engineering	531013-51501 531013-51501 <i>Check Total</i>	\$156.25 \$3,718.75 \$3.875.00
СНЕСК	# 1081					encon rotar	\$0,070.00
001 001 001 001 001 001 001 001	01/24/24 01/24/24 01/24/24 01/24/24 01/24/24 01/24/24 01/24/24	INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC	107012 107012 107012 107012 107012 107012 107012 107012 107012 107012	DEC 2023 MGMT FEES DEC 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv ProfServ-Field Management ProfServ - Field Management Onsite Staff Postage and Freight Printing and Binding ProfServ-Special Assessment GODADDY EMAIL RENEWALS Postage and Freight RELIABLE HS	531027-51201 531016-53901 531106-53901 541006-51301 547001-51301 531038-51301 549001-51301 549001-51301 549001-51301 <b>Check Total</b>	\$4,914.42 \$3,552.67 \$5,165.92 \$9.45 \$445.85 \$442.08 \$151.52 \$5.04 \$1,155.75 \$15,442.70
<b>CHECK</b> 001		INNERSYNC STUDIO, LTD	21922	WEBSITE/COMPLIANCE SERVICES	Website Compliance	534397-51301 <b>Check Total</b>	\$388.13 <i>\$388.13</i>
001		MAGNOSEC CORP	1498	SEC SVCS FROM 12/15/23-01/01/24	Contracts-Security Services	534037-57204 <b>Check Total</b>	\$2,280.00 \$2,280.00
001 001	01/24/24	OSCEOLA NEWS GAZETTE OSCEOLA NEWS GAZETTE	F7BA084D-0012 F7BA084D-0013	LEGAL AD 01/18/24 LEGAL AD 02/08/24	11/30/23 NOTICE OF WORKSHOP Legal Advertising	548002-51301 548002-51301 <b>Check Total</b>	\$101.10 \$55.39 <i>\$156.49</i>
001 001	01/24/24	TECHNI-POOLS TECHNI-POOLS	53348 53466	JAN 2024 COMMERCIAL POOL SVC REPAIR 2HP MOTOR	R&M-Pools R&M-Pools	546074-57204 546074-57204 <b>Check Total</b>	\$2,156.00 \$265.00 \$2,421.00
<b>CHECK</b> 001		KUTAK ROCK LLP	3340856	LEGAL COUNSEL THRU DEC 2023	ProfServ-Legal Services	531023-51401 <b>Check Total</b>	\$1,974.00 <i>\$1,974.00</i>
<b>CHECK</b> 001		TERMINIX PROCESSING CENTER	442555238	GEN PEST CONTROL REGULAR	R&M-Clubhouse	546015-57204 <b>Check Total</b>	\$82.00 \$82.00
001		TERMINIX PROCESSING CENTER	442555681	GEN PEST CONTROL REGULAR	R&M-Clubhouse	546015-57204 <b>Check Total</b>	\$72.00 \$72.00
<b>CHECK</b> 001		CHARTER COMMUNICATIONS	1981488111423	BILL PRD 11/14-12/13/23	Communication - Telephone	541003-51301 <b>Check Total</b>	\$288.16 \$288.16

Fund No.	Date	Рауее	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK</b> 001	<b># DD725</b> 12/11/23	CENTURYLINK-ACH	112223-2871 ACH	SERVICE 11/22 - 12/21/23	Communication - Telephone	541003-51301 Check Total	\$340.00 \$340.00
<b>CHECK</b> 001	<b># DD726</b> 12/11/23	CHARTER COMMUNICATIONS	2002334112123	BILL PRD 11/21-12/20/23	Communication - Telephone	541003-51301 Check Total	\$39.99 \$39.99
<b>CHECK</b> 001	<b># DD727</b> 12/26/23	CENTURYLINK-ACH	120123-8906 ACH	BILL PRD 12/1-12/31/23	Communication - Telephone	541003-51301 Check Total	\$220.46 \$220.46
<b>CHECK</b> 001	<b># DD728</b> 12/26/23	TOHO WATER AUTHORITY - ACH	112323 ACH	BILL PRD 10/23-11/23/23	Utility - Water & Sewer	543021-53901 Check Total	\$220.40 \$286.62 \$286.62
<b>CHECK</b> 001	<b># DD733</b> 12/22/23	KUA - ACH	120423 ACH	BILL PRD 10/25-11/24/23	Electricity - General	543006-53901	\$5,276.73
<b>CHECK</b> 001	<b># DD734</b> 12/26/23	CHARTER COMMUNICATIONS	2009172120823 ACH	BILL PRD 12/8-1/7/24	Communication - Telephone	Check Total	\$5,276.73 \$149.97
<b>CHECK</b> 001	<b># DD735</b> 12/26/23	CHARTER COMMUNICATIONS	2009180120923 ACH	BILL PRD 12/9-1/8/24	Communication - Telephone	Check Total	\$149.97 \$159.97
<b>CHECK</b> 001	# DD736 01/01/24	CHARTER COMMUNICATIONS	1981488121423 ACH	BILL PRD 12/14/23-1/13/24	Communication - Telephone	Check Total 541003-51301	\$159.97 \$286.02
<b>CHECK</b> 001	<b># DD737</b> 01/01/24	CHARTER COMMUNICATIONS	2002334122123	BILL PRD 12/21/23-1/20/24	Communication - Telephone	Check Total 541003-51301	\$2 <i>86.0</i> 2 \$39.99
<b>CHECK</b> 001	<b># DD743</b> 01/20/24	CENTURYLINK-ACH	122223-2871 ACH	BILL PRD 12/22/23-1/21/24	Communication - Telephone	<i>Check Total</i> 541003-51301	\$39.99 \$340.00
<b>CHECK</b> 001	<b># DD744</b> 01/20/24	CENTURYLINK-ACH	010124-8906 ACH	SERVICE JAN'24	Communication - Telephone	Check Total 541003-51301	\$340.00 \$208.28
<b>CHECK</b> 001	<b># DD745</b> 01/25/24	CHARTER COMMUNICATIONS	2009172010824 ACH	BILL PRD 01/08-02/07/2024	Communication - Telephone	Check Total	\$2 <i>0</i> 8.28 \$149.97
<b>CHECK</b> 001	# DD746	KUA - ACH	010324 ACH	BILL PRD 11/24-12/24/24	Electricity - General	Check Total	\$149.97 \$5,117.90
001	5 1/L 1/LT					Check Total	\$5,117.90

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK</b> 001	# DD747	TOHO WATER AUTHORITY - ACH	011924 ACH	BILL PRD 11/23-12/23/23	Utility - Water & Sewer	543021-53901	\$254.50
001	01/10/24		0113247/011			Check Total	\$254.50
СНЕСК	# DD751						
001	01/26/24	CHARTER COMMUNICATIONS	2009180010924 ACH	BILL PRD 1/9-2/8/24	Communication - Telephone	541003-51301	\$159.97
						Check Total	\$159.97
	# DD729						<b>•</b> • • - •
001	12/20/23	JOHN M. CRARY	PAYROLL	December 20, 2023 Payroll Posting			\$84.70
СНЕСК	# DD730					Check Total	\$84.70
001		MARK A. PETERS	PAYROLL	December 20, 2023 Payroll Posting			\$184.70
						Check Total	\$184.70
CHECK							
001	12/20/23	DENNIS J. HISLER	PAYROLL	December 20, 2023 Payroll Posting			\$184.70
CHECK	# DD732					Check Total	\$184.70
001		NADINE N. SINGH	PAYROLL	December 20, 2023 Payroll Posting			\$184.70
001	12/20/20		TARROLL .	December 20, 2020 Faylow Fosting		Check Total	\$184.70
CHECK	# 1074					eneen retur	<i><i>Q</i><sup>10</sup><i>m</i><sup>0</sup></i>
001	01/09/24	MARCIAL RODRIGUEZ	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
						Check Total	\$184.70
	# DD738	JOHN M. CRARY	PAYROLL	January 00, 2024 Dayroll Decting			\$84.70
001	01/09/24	JOHN M. CRART	PATROLL	January 09, 2024 Payroll Posting			· · · · · · · · · · · · · · · · · · ·
СНЕСК	# DD739					Check Total	\$84.70
001	01/09/24	MARK A. PETERS	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
						Check Total	\$184.70
	# DD740						• · · · ·
001	01/09/24	DENNIS J. HISLER	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
						Check Total	\$184.70

#### Payment Register by Fund For the Period from 12/01/23 to 01/31/24 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
СНЕСК	# DD741						
001	01/09/24	NADINE N. SINGH	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
						Check Total	\$184.70
CHECK # DD742							
001	01/09/24	MICHELLE INCANDELA	PAYROLL	January 09, 2024 Payroll Posting			\$184.70
						Check Total	\$184.70
						Fund Total	\$260,055.58

Total Checks Paid \$260,055.58



# **Quarterly Compliance Audit Report**

## **Brighton Lakes**

Date: December 2023 - 4th 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 <u>Florida Statute Chapter</u> <u>189.069</u>.



## **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 – <u>WCAG 2.1</u>, 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. <u>189.069</u>, 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 <u>WCAG 2.1</u> 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.



### **Accessibility Grading Criteria**

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> 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	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> 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



### **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.

## 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.



Sight, hearing, physical, cognitive.



# **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.

Θ	Θ
Θ	Θ

# 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: <u>http://webaim.org/techniques/alttext</u>



# 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 <u>WAI-ARIA</u> for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: <u>www.nngroup.com/articles/keyboard-accessibility</u> Helpful article: <u>http://webaim.org/techniques/skipnav</u>



# 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: <u>http://webaim.org/techniques/sitetools/</u>

# **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: <u>http://webaim.org/techniques/tables/data</u>



# 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: <u>http://webaim.org/techniques/captions</u>



# 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: <u>http://webaim.org/techniques/forms</u>



# **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 (eg., 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

#### LICENSE AGREEMENT BETWEEN BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT AND BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.

This License Agreement ("Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special- purpose government established pursuant to Chapter 190, *Florida Statutes* (hereinafter the "CDD") and BRIGHTON LAKES COMMUNITY ASSOCIATION, INC., a not for profit Florida corporation, its successors and assigns (hereinafter the "ASSOCIATION") (the CDD and the ASSOCIATION are collectively referred to herein as the "Parties").

#### **RECITALS**

A. WHEREAS the CDD is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

B. WHEREAS the CDD owns and maintains public improvements and recreational facilities including certain rights-of-way within its boundaries being more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "CDD **Roads**"); and

C. WHEREAS the ASSOCIATION is responsible for enforcing certain provisions contained within the *Second Amended and Restated Declaration for Brighton Lakes*, recorded in Osceola County Official Records at Book 5451, Pages 284-387 (the "**Declaration**"), including, but not limited to, section 13.6 regarding parking; and

D. WHEREAS the ASSOCIATION desires to enforce the covenants within the Declaration relating to the parking of vehicles in the community on the rights-of-way, including the CDD Roads; and

E. WHEREAS the CDD Board of Supervisors finds that it is to the benefit of and in the best interests of the CDD to grant the ASSOCIATION a license over the CDD Roads for the purpose of access to the CDD Roads in order for the ASSOCIATION to enforce covenants within the Declaration and to construct, install, operate, repair, maintain, use and replace the No Street Parking Signs (as defined herein), subject to the terms and conditions set forth below; and

F. WHEREAS the CDD and the ASSOCIATION desire to set forth the terms of their mutual agreement regarding the access and use of the CDD Roads and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the CDD and the ASSOCIATION agree as follows:

1. <u>Recitals</u>. The recitals are true and correct and are incorporated herein by this reference.

2. License. The CDD hereby grants to the ASSOCIATION a non-exclusive license to construct, install, operate, repair, maintain, use and replace "no street parking" signs being more particularly described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "No Street Parking Signs"), and to access the CDD Roads for the purpose of exercising its rights under this Agreement and enforcing certain covenants and restrictions applicable to parking as set forth in the Declaration (the "License"), in full compliance with this Agreement and other laws, regulations and codes. It is acknowledged and agreed that the License granted under this Agreement is not an exclusive license. The CDD reserves until itself, its successors, assigns, grantees and invitees, the right, in its sole discretion, to use the CDD Roads for any purpose not inconsistent with the rights granted herein to ASSOCIATION. The License granted herein is granted subject to all matters of record and without representation or warranty as to the suitability or use of the CDD Roads for the license granted herein. ASSOCIATION shall not permit (and shall promptly satisfy or transfer the lien to other security in accordance with applicable law) any construction, mechanic's lien or encumbrance against the CDD Roads or any other property not owned by ASSOCIATION in connection with the exercise of the ASSOCIATION's rights hereunder.

3. <u>No Street Parking Signs</u>. Prior to ASSOCIATION exercising its rights granted hereunder, ASSOCIATION shall obtain and maintain all necessary or required approvals, permits and / or licenses for the installation, construction, operation and maintenance of the No Street Parking Signs, including but not limited to any governmental approval or approval required under agreements and easements of record. ASSOCIATION shall be responsible for all work performed on CDD property related to this Agreement which is performed by ASSOCIATION or its employees, contractors, subcontractors, laborers, consultants and agents, and such work shall be undertaken in a safe and prudent manner and in accordance with all applicable laws, rules and regulations.

The No Street Parking Signs shall be located in accordance with the specifications set forth in Exhibit A. The No Street Parking Signs shall be designed and constructed and installed in accordance with the specifications and standards set forth in Exhibit B. The location and specifications and standards for the No Street Parking Signs set forth in Exhibit A and Exhibit B have been mutually agreed to between the Parties prior to execution of this Agreement and may not be changed without mutual consent of both Parties evidenced by an amendment executed in accordance with the terms of this Agreement. Failure to construct or install the No Parking Street Signs in accordance with this Agreement shall be considered a repair or maintenance deficiencies subject to the terms of this Agreement, including but not limited to the Repair; Maintenance; Damage paragraph.

As a point of clarity, the License does not grant to the ASSOCIATION any rights or authority related to towing or removal of vehicles. Further, the License does not grant or convey the ASSOCIATION the rights or authority of the CDD to impose any fines, fees or penalties on behalf of the CDD.

4. <u>Indemnification</u>. The ASSOCIATION, it successors and assigns, shall indemnify, defend, protect, and hold the CDD, its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, or death or injury to any person or damage to any property whatsoever, arising out of or resulting from, either directly or indirectly, this Agreement or the negligent, reckless, or

intentional acts or omissions of the ASSOCIATION, its employees, members or agents in carrying out the responsibilities under this Agreement; provided however, that the ASSOCIATION shall not be obligated to indemnify the CDD with respect to any such claims or damages arising out of injury or damage to persons or property directly caused by or resulting from the gross negligence of the CDD, its officers, agents, or employees. Nothing herein shall be construed as a waiver of the CDD's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. The provisions of this paragraph shall survive termination of this Agreement.

5. **Repair; Maintenance; Damage.** The ASSOCIATION shall maintain, repair and replace all No Street Parking Signs in good condition and state of repair. The ASSOCIATION shall repair any other real or personal property of the CDD or third parties that is damaged as a result of the ASSOCIATION's actions or omissions arising out of or relating to this Agreement. Any such repair or maintenance shall be at the ASSOCIATION's sole expense. In the event any required repair or maintenance hereunder is not performed by ASSOCIATION within twenty-four (24) hours, the CDD may deliver a written notice to the ASSOCIATION setting forth the repair or maintenance deficiencies. In the event the deficiencies are not remedied within such thirty (30) day period, the CDD shall have the right to undertake all reasonably necessary maintenance and repair itself and recover from ASSOCIATION the reasonable and actual out-of-pocket fees, costs and expenses incurred in connection therewith, including but not limited to all costs related to the preparation and delivery of the aforementioned notice. The provisions of this paragraph shall survive termination of this Agreement.

Insurance. ASSOCIATION shall exercise its rights and privileges hereunder at 6. its own risk and expense. Throughout the term of this Agreement, ASSOCIATION, its agents, employees, consultants, representatives, contractors (and their subcontractors, employees, and materialmen) performing work related to this Agreement shall at all times maintain commercial general liability insurance to afford protection against any and all claims for bodily injury, death or property damage arising directly or indirectly out of such work. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the CDD and its officers and representatives as an additional insured, in an occurrence limit of not less than \$1,000,000.00 and in the aggregate of not less than \$2,000,000.00. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained or self-insured by Grantor. Upon receipt of written request from the CDD, ASSOCIATION shall furnish evidence of such insurance to the CDD. The name of the agreement and the type and amount of coverage provided shall be clearly stated on the face of each certificate of liability insurance. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to ASSOCIATION and the CDD.

7. <u>Legal Proceedings; Attorney's Fees</u>. In the event the CDD is required to enforce this Agreement by court proceedings or any action for the enforcement hereof, then, if successful, the CDD shall be entitled to recover from the ASSOCIATION all fees and costs incurred, including reasonable attorneys' fees and costs.

8. <u>Compliance with Laws</u>. The ASSOCIATION shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Agreement and shall, upon request of the CDD, provide proof of such compliance.

9. <u>Effective Date; Term</u>. This Agreement shall become effective upon final execution by both Parties and shall continue in full force and effect for a period of one (1) year from such date, unless terminated earlier in accordance with this terms of this Agreement. The Agreement shall thereafter automatically renew for additional one (1) year periods unless terminated earlier in accordance with the terms of this Agreement.

Termination of License. The CDD and the ASSOCIATION acknowledge and 10. agree that the License granted herein is a mere privilege and may be immediately terminated, with or without cause, at the sole discretion of the CDD. In the event the CDD exercises its right to terminate the License, the CDD shall provide the ASSOCIATION written notice, which shall be effective immediately upon receipt of the notice by the ASSOCIATION. The ASSOCIATION may terminate this Agreement upon written notice to the CDD provided that (a) post-termination ownership of the No Parking Signs is established pursuant to the terms of this paragraph, (b) the notice contains an sworn affidavit from the ASSOCIATION that all repair and maintenance obligations of the ASSOCIATION have been satisfied, and (c) the CDD has confirmed by written notice provided by the CDD, which shall not be unreasonably withheld, that all repair and maintenance obligations of the ASSOCIATION have been satisfied. The Indemnification and Repair; Maintenance; Damage provisions of this Agreement shall survive any termination of this Agreement. In the event either Party exercises the right to terminate this Agreement, the CDD may require the ASSOCIATION to remove the No Parking Signs and return the area of the CDD Roads impacted by this Agreement to its original condition prior to execution of this Agreement, at the sole expense of the ASSOCIATION. Alternatively, with consent of the ASSOCIATION, the CDD may take ownership of the No Parking Signs after termination of this Agreement, which shall be evidenced by a separate Bill of Sale mutually agreed to by both Parties.

11. <u>Notices</u>. All notices required or permitted under this Agreement shall be given to the Parties by certified mail, return-receipt requested, hand-delivery, or express courier, and shall be effective upon receipt. Notice shall be sent to the Parties at the address set forth below:

Notice to CDD: Brighton Lakes Community Development District 313 Campus Street, Celebration, Florida 34747 Attn: District Manager

With a Copy to:

Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel Notice to ASSOCIATION: Brighton Lakes Community Association, Inc. c/o Frazier & Bowles 202 S. Rome Ave., Suite 125 Tampa, Florida 33606 Attn: Counsel to Brighton Lakes Community Association, Inc.

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

12. **Independent Contractor; Relationship of Parties**. In all matters relating to this Agreement, the ASSOCIATION shall act as an independent contractor. Neither the ASSOCIATION nor any individual employed by the ASSOCIATION in connection with the use of this Agreement are employees of the CDD under the meaning or application of any federal or state laws. The ASSOCIATION agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of this Agreement. The ASSOCIATION shall have no authority to assume or create any obligation, express or implied, on behalf of the CDD and the ASSOCIATION shall have no authority to represent the CDD as agent, employee or in any other capacity. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

13. <u>No Assignment</u>. Neither the CDD nor the ASSOCIATION may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

14. <u>Controlling Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such instance, the remainder shall then continue to conform to the terms and requirements of applicable law.

15. <u>Amendments</u>. Amendments to this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto. In the event the ASSOCIATION requests an amendment to this Agreement, including the exhibits hereto, the CDD shall be entitled to recover from the ASSOCIATION all reasonable and actual out-of-pocket fees, costs and expenses incurred in connection therewith, including but not limited to all costs related to the preparation or review of such amendment.

16. **Public Records.** ASSOCIATION understands and agrees that all documents of any kind provided to the CDD in connection with this Agreement may be public records, and, accordingly, ASSOCIATION agrees to comply with all applicable provisions of Florida law in

handling such records, including but not limited to section 119.0701, Florida Statutes. ASSOCIATION acknowledges that the designated public records custodian for the CDD is Sandra Demarco ("Public Records Custodian"). Among other requirements and to the extent applicable by law, ASSOCIATION shall 1) keep and maintain public records required by the CDD to perform the service; 2) upon request by the Public Records Custodian, provide the CDD with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if ASSOCIATION does not transfer the records to the Public Records Custodian of the CDD; and 4) upon completion of this Agreement, transfer to the CDD, at no cost, all public records in ASSOCIATION's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by ASSOCIATION, ASSOCIATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CDD in a format that is compatible with Microsoft Word or Adobe PDF formats.

## IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-566-1935, <u>sandra.demarco@inframark.com</u>, OR AT 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.

17. Entire Agreement; Counterparts; Miscellaneous. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

18. <u>Consideration</u>. The consideration referenced in the Recitals is §\_\_\_\_\_. The ASSOCIATION hereby acknowledges and agrees that the consideration paid by the ASSOCIATION for the CDD to enter into this Agreement includes the expenses incurred by the CDD for the CDD's counsel and engineer to prepare and review this Agreement and its exhibits.

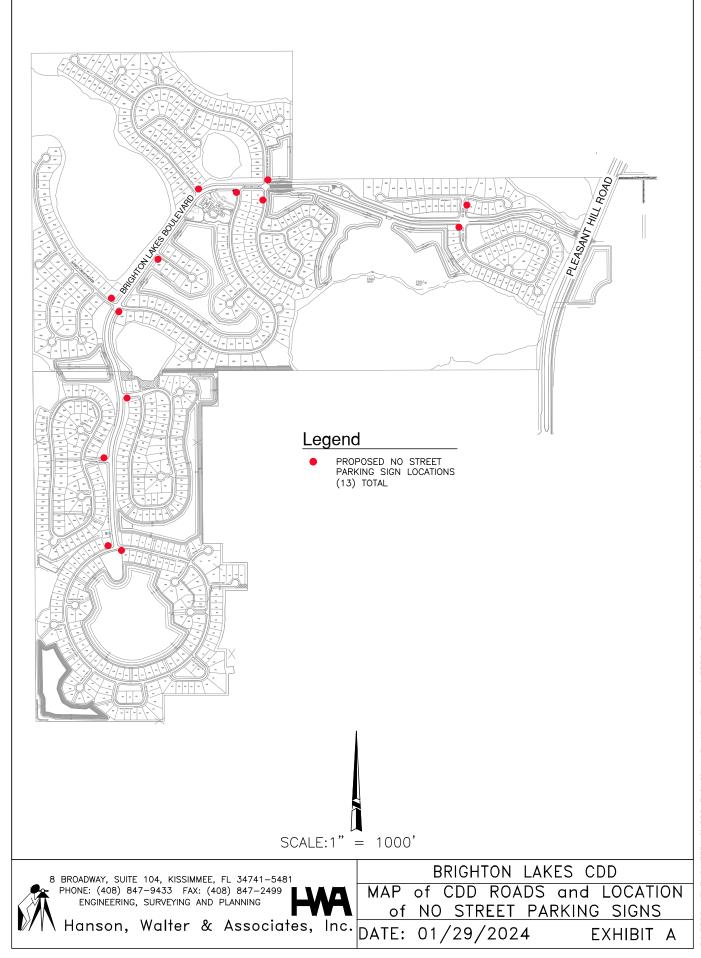
#### [Signature Page(s) Follow]

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed the day and year first above written.

ATTEST:	BRIGHTON LAKES COMMUNITY ASSOCIATION, INC. a not for profit Florida Corporation
By: Secretary	By: President
This day of, 2024.	BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
By: Asst. Secretary	By: Chairperson
This day of, 2024.	
Exhibit A:Map of CDD Roads and LoExhibit B:Final Design, Depiction, and	ocation of No Street Parking Signs d Requirements of the No Street Parking Signs

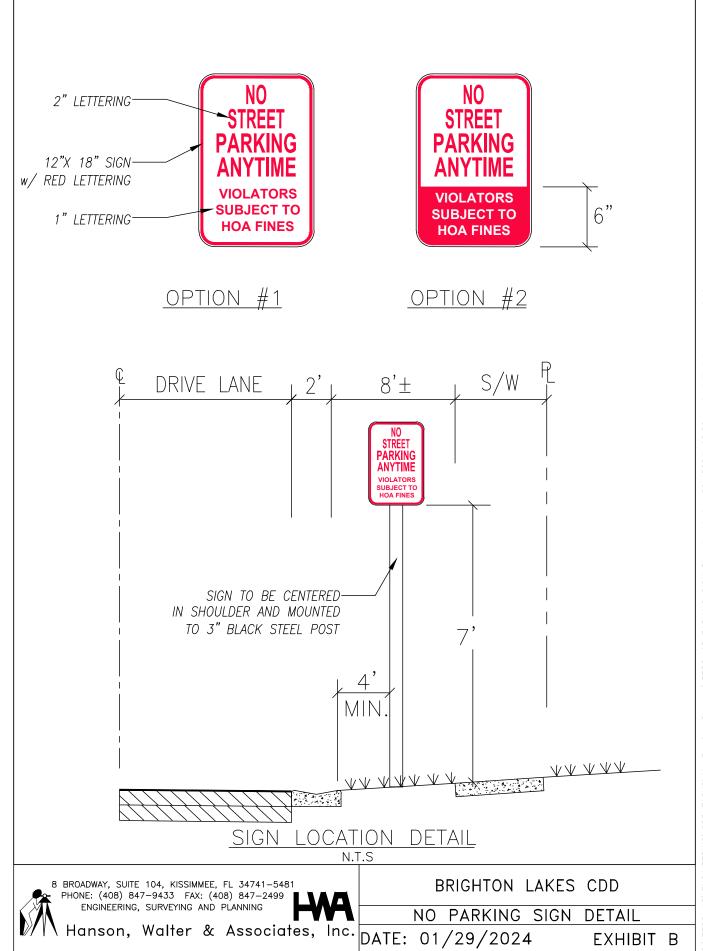
## EXHIBIT A

## MAP OF CDD ROADS AND LOCATION OF NO STREET PARKING SIGNS



## EXHIBIT B

## FINAL DESIGN, DEPICTION, AND REQUIREMENTS OF THE NO STREET PARKING SIGNS





951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

October 24, 2023

To Board of Supervisors Brighton Lakes Community Development District 210 N. University Drive, Suite 702 Coral Springs, FL 33071

We are pleased to confirm our understanding of the services we are to provide Brighton Lakes Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Brighton Lakes Community Development District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$3,800 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

Grau & Associates and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Grau agrees and acknowledges that the District is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the District has a good faith belief that the Grau has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this

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Brighton Lakes Community Development District

Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Grau and order Grau to immediately terminate the contract with the subcontractor. Grau shall be liable for any additional costs incurred by the District as a result of the termination of a contract based on Grau's failure to comply with E-Verify requirements evidenced herein.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Brighton Lakes Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

**RESPONSE:** 

This letter correctly sets forth the understanding of Brighton Lakes Community Development District.

Ву:	Manuel Lotyp
Title:	Chairman
Date:	2/15/2024

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Peer Review Program

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent. System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

3800 Esplanada Way, Suite 210 | Tallahassee, FL 32311) 800.342.3197 in Florida | 850.224.2727 | Fax: 850.222.8190 | www.ficpa.org

#### **RESOLUTION 2024-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE OSCEOLA COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Osceola County Supervisor of Elections ("Supervisor") to conduct the District's elections by the qualified electors of the District at the general election ("General Election").

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

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by John Crary, and Seat 5, currently held by Michelle Incandela are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 7th day of March 2024.

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

#### EXHIBIT A

## NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Brighton Lakes Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Osceola County Supervisor of Elections located at 2509 E. Irlo Bronson Memorial Highway, Kissimmee, Florida 34744; Ph: (407) 742-6000. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Brighton Lakes Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Osceola County Supervisor of Elections.

Publish on or before May 27, 2024.