

**BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
PACKAGE
May 2, 2024
6:00 p.m.**

Join on your computer or mobile app

[Join the meeting now](#)

Or call in (audio only)

[+1 646-838-1601,,752322955#](tel:+16468381601752322955)



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747

Brighton Lakes Community Development District

Board of Supervisors

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

Staff:

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

**Meeting Agenda
Thursday, May 2, 2024 – 6:00 p.m.**

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**
- 3. Audience Comments** -Limit to 3 Minutes
- 4. Staff Reports**
 - A. Field Management
 1. Review of the Field Inspection Report.....P.3
 2. Consideration of Inframark Work Order for Pressure Washing..... P.18
 3. Consideration of the Fast Signs Estimate #24296 for the Clubhouse Sign P.19
 4. Consideration of the Fast Signs Estimate #24593 for the Two Club Signs P.21
 5. Consideration of the Jammin Playground Quote #3506..... P.23
 6. Consideration of the Jammin Playground Quote #3507..... P.25
 7. Consideration of the Jammin Playground Quote #3508..... P.27
 - B. Landscaper-Blade Runner
 1. Review of the March Wet Report..... P.29
 - C. Aquatics
 1. Review of the Cross Creek Aquatic Report P.35
 2. Review of the Trash Inspection
(Under Separate Cover)
 3. Review of the Cross Creek Payment Report P.38
 4. Consideration of the Cross Creek Cancellation Letter P.55
 - D. CDD Liaison
 1. Review of Liaison Report P.56
 - E. District Engineer
 1. Asphalt Trail Repaving..... P.67
 - F. District Counsel
 - G. District Manager
 1. Consideration of the March 7, 2024 Meeting Minutes and April 11, 2024
Workshop Meeting Minutes P.68 & 81
 2. Review of the Financial Statements..... P.87
 3. Review and Acceptance of the Financial Audit for Fiscal Year 2023 P.105
 4. Review of the First Quarter- Website Audit P.136
- 5. Presentation of Fiscal Year 2025 Budget**
 - A. Preliminary Fiscal Year 2025 Budget..... P.148
 - B. Resolution 2024-03, Approving the Budget and Setting a Public Hearing Thereon..P.170
- 6. Business Items**
 - A. Discussion of New Landscape Contract..... P.171
- 7. Supervisors’ Requests**
- 8. Adjournment**

The next workshop meeting is scheduled for Thursday, June 13, 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: +1 646-838-1601, 752322955#

PROJECT 4/1/24, 9:43 AM

Brighton Lakes CDD

Monday, April 1, 2024

Prepared For Board Supervisors

27 Issues Identified



Issue 1 - Clubhouse

Assigned To Blade Runners

The bushes need to be trimmed.

This has been completed.



Issue 2 - Clubhouse (Pool)

Assigned To Inframark The soil in the area is moving, causing the pavers to misalign and are breaking the tiles.

Recommendation: We need someone specialized in soil to do an evaluation.

This has been completed.



Issue 3 - Clubhouse

Assigned To Inframark

Reference of the Item #2z

Delivery of the sod is scheduled for 4/16/24



Issue 4 - Brighton Lakes Blvd

Assigned To Blade Runners

Irrigation line broken, Blade Runners will be solving the issue.

This has been completed.



Issue 5 - Brighton Lakes Blvd (Median)

Assigned To Blade Runners

The emptied zone needs new grass.

Note: Blade Runners will be starting the new grass installation between April 10-11.

On the schedule to be completed.



Issue 6 - Brighton Lakes Blvd

Assigned To Blade Runners

The tree suckers need to be removed.

Recommendation: Blade Runners needs to trim them.

We already installed 500 Yards through the property in the contract. Estimate will be submitted for 100 yards more for approval.



Issue 7 - Brighton Lakes (Entrance)

Assigned To Blade Runners

Blade Runners will be pruning the palm tree dried leaves.

**This has
been
completed.**



Issue 8 - Brighton Lakes (Entrance)

Assigned To Inframark

The uneven and broken sidewalks need grinding and replacements.

Recommendation: A proposal will be submitted.



Issue 9 - Brighton Lakes (Entrance)

Assigned To Inframark

The broken piece of the sidewalk needs to be repaired.

Recommendation: A proposal will be submitted.



Issue 10 - Brighton Lakes - Pleasant Hill Rd.

Assigned To Blade Runners

Blade Runners will be installing new mulch.

Waiting on decision from the board to see what they want to do with it.



Issue 11 - Brighton Lakes (Entrance)

Assigned To Inframark

A County contractor damaged the grass areas while they were painting the traffic light pole.

Recommendation: The District Manager will be following up.



Issue 12 - Brighton Lakes Blvd

Assigned To Inframark

A broken pole caused by a car accident, a new one needs to be installed.

Recommendation: The District Manager will be following up and ordering.



Issue 13 - Volta Rd.

Assigned To Blade Runners

The gaps in the bushes, based on the irrigation are working again, the bushes started growing.



Issue 14 - Brighton Lakes Blvd (Pond)

Assigned To Cross creek

The weeds need to be treated.

Reference: Pond location near of Volta Rd.



Issue 15 - Volta Rd.

Assigned To Inframark

The Irrigation motor box was painted, locks installed and fixed in the base.



Issue 16 - Volta Rd. (Playground)

Assigned To Blade Runners

The weeds need to be treated and need new mulch.



Issue 17 - Huron Cir.

Assigned To Inframark

The wrong sign Huron Ct, needs to be replaced by Huron Cir.

Recommendation: We already requested a new sign replacement quote.



Issue 18 - Maracaibo Dr. (Easement)

Assigned To Blade Runners

The easement needs to be cleaned.



Issue 19 - Brighton Lakes Blvd

Assigned To Inframark

The sign Catch & Release that was located in the clubhouse closet was installed back on the pole.



Issue 20 - Brighton Lakes Blvd (Pind)

Assigned To Cross Creek

The pond has trash that needs to be picked up.

Recommendation: The Ponds throughout the property needs attention.



Issue 21 - Brighton Lakes Blvd (Pond)

Assigned To Cross Creek

The hydrilla needs to be treated and the trash pick up.

Recommendation: The Ponds throughout the property needs attention.



Issue 22 - Stargrass Cir. (Conservation Area)

Assigned To Inframark

The debris dumped into the conservation area were picked up.



Issue 23 - Huron Cir. (Pond)

Assigned To Cross Creek

The hydrilla needs to be treated and the trash pick up.

Recommendation: The Ponds throughout the property needs attention.



Issue 24 - Brighton Lakes Blvd. (Bridge)

Assigned To Inframark

The broken bridge column repairs proposal was requested.

Reference: The proposal will be submitted for approval.



Issue 25 - Brighton Lakes Blvd. (Dog Station)

Assigned To Inframark

The broken Dog Station was replaced.



Issue 26 - Brighton Lakes Blvd. (Pond)

Assigned To Cross Creek

The hydrilla needs to be treated and the trash picked up.

Recommendation: The Ponds throughout the property needs attention.



Issue 27 - Brighton Lakes
Blvd (Bridge)

Assigned To Inframark

The BL signs were restored.



Inframark
313 Campus St Celebration FL 34747

Phone: 407-361-3559

Pressure Washing

Date 04/02/2024
Work order # WOBLCDD04022024

Customer ID Brighton Lakes CDD

Quotation valid until
Prepared by: Vincent Morrell

Quantity Description	Unit Price		Amount
Pressure Washing: <ul style="list-style-type: none"> • Chapala Dr. (Playground) 25' x 14' • Chapala Dr. (Playground Fence) 310' x 6 	.15¢ sqf.	2,210	\$331.50
TOTAL			\$331.50

Full payment is due within 60 days of finalizing the project.



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

ESTIMATE

EST-24296

Payment Terms: Deposit Required Account

Created Date: 3/21/2024

DESCRIPTION: Brighton Lakes - clubhouse sign

Bill To: Inframark
 313 Campus St
 Kissimmee, FL 34747
 US

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

Requested By: Gabriel Mena
 Email: gabriel.mena@inframark.com
 Work Phone: (754) 399-8440

Salesperson: Teresa Oliva
 Email: fastsigns.2060@fastsigns.com
 Work Phone: 407-287-6840

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	36 1/2"W x 12 1/2"H in 3mm White Max Metal with Printed Vinyl and laminated - Production time 3-5 Business Days	2	\$81.72	\$163.44

Subtotal:	\$163.44
Taxes:	\$12.26
Grand Total:	\$175.70

- *This estimate is valid for 30 days.
- *Please sign Estimate and include today's day.
- *A 50% deposit is required to begin working on the project when is more than \$550.00 total cost. If it is less full payment is required to proceed.
- *RUSH ORDERS, ORDERS WITH INSTALLATION, AND ORDERS THAT NEED TO BE DELIVERED NEEDS TO BE PAID IN FULL BEFORE PRODUCTION.
- *All RUSH ORDER must be approved before 2:00 pm. After 2:01 pm the order will be ready for the next day.
- *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.
- *Design and Set-up Fee does not release a digital copy of the artwork to customers (\$180 for Release of Artwork).
- *Customer will provide primary electrical service within 5 feet of sign electrical connection.
- *City or County Fees are not included in the estimate.
- *Orders paid with card on file, once production is completed we will charge the remaining balance automatically.

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 & 169o-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!

Click to make Payment:

<https://api.ipospays.com/v1/sl/03224oR01D9240e3X>

Signature: _____ **Date:** _____



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

ESTIMATE

EST-24593

Payment Terms: Deposit Required Account

Created Date: 4/22/2024

DESCRIPTION: Brighton Lakes - Club Habitat (2 signs)/ Drive Safely (2 signs)

Bill To: Inframark
 313 Campus St
 Kissimmee, FL 34747
 US

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

Requested By: Vincent Morrell
 Email: vincent.morrell@inframark.com
 Work Phone: (407) 361-3559
 Cell Phone: (407) 361-3559

Salesperson: Teresa Oliva
 Email: fastsigns.2060@fastsigns.com
 Work Phone: 407-287-6840

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	36 1/2"W x 12 1/2"H in 3mm White Max Metal with Printed Vinyl and laminated - Production time 3-5 Business Days <ul style="list-style-type: none"> Club Habitat (2 signs) Drive Safely (2 signs) 	4	\$68.7825	\$275.13

Subtotal:	\$275.13
Taxes:	\$20.63
Grand Total:	\$295.76

- This estimate is valid for 30 days.
- Please sign the Estimate and include today's day.
- A 50% deposit is required to begin working on the project when it is more than \$45.00 total cost. If it is less, full payment is required to proceed.
- Orders paid with card on file, once production is completed we will charge the remaining balance automatically.
- RUSH ORDERS, ORDERS WITH INSTALLATION, AND ORDERS THAT NEED TO BE DELIVERED NEEDS TO BE PAID IN FULL BEFORE PRODUCTION.
- All RUSH ORDER must be approved before 2:00 pm. After 2:01 pm the order will be ready for the next day.
- 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.
- Design and Set-up Fee does not release a digital copy of the artwork to customers (\$180 for Release of Artwork).
- We do not process refunds - It will be added in store credit for future orders.
- Customers will provide primary electrical service within 5 feet of sign electrical connection.
- City or County Fees are not included in the estimate.
- For Vehicle installation. The vehicle needs to be clean. \$55 extra charge for clean it.

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 & 169o-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!

Click to make Payment:

<https://api.ipospays.com/v1/sl/03224oR01D9240e3X>

Signature: _____ **Date:** _____



QUOTE

Inframark Management Services - Gabriel

Date
Mar 25, 2024

Expiry
Apr 24, 2024

Quote Number
QU-3506

Reference
Clubhouse Playground -
Borders

Jammin Playgrounds Inc.
4417 13th st PMB 143
ST.CLOUD FL 34769
UNITED STATES

Brighton Lakes - 4250 Brighton Lakes Blvd, Kissimmee, FL 34746

TAX EXEMPT

Easy access. No water & electric. No permit.
Jammin is not responsible for any damage to concrete sidewalks, irrigation, landscaping, sod, etc.

Description	Quantity	Unit Price	Tax	Amount USD
Relocate existing mulch to the side to accommodate for new installation. Jammin will push mulch back into place when our scope of work is complete.	1.00	450.00	Tax on Sales	450.00
Demo of existing plastic borders.	1.00	450.00	Tax on Sales	450.00
Dumpster Rental	1.00	950.00	Tax on Sales	950.00
Supply & Delivery of (56) 12" borders & (1) ADA Half ramp Borders are \$35 each ADA Half Ramp \$475	1.00	2,435.00	Tax on Sales	2,435.00
Freight for Borders	1.00	1,500.00	Tax on Sales	1,500.00
Installation of (56) 12" borders & 1 ADA half ramp to spec. (ADA ramp has been added as an additional 2 borders for pricing).	58.00	12.00	Tax on Sales	696.00
Receiving equipment, Storage @ Jammin's shop until job is ready & Delivery to job site for installation.	1.00	50.00	Tax on Sales	50.00

*STORAGE PRICE IS BASED ON PROJECT BEING READY FOR INSTALLATION WITHIN 2-3 WEEKS OF RECEIVING THE EQUIPMENT. IF ANY DELAYS IN

Description	Quantity	Unit Price	Tax	Amount USD
INSTALLATION OCCUR AFTER RECEIVING EQUIPMENT (DUE TO CUSTOMER), ADDITIONAL STORAGE FEES @ \$50 PER WEEK WILL BE ADDED TO THE FINAL INVOICE.				
Machine Rental to push back mulch.	1.00	1,250.00	Tax on Sales	1,250.00
Subtotal				7,781.00
TOTAL TAX				0.00
TOTAL USD				7,781.00

Terms

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.

Permit price STARTS at \$1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.

If Jammin quotes have expired prior to a PO being issued, prices may need to be adjusted to reflect any price increases from manufacturers and/or freight companies. If any additional permits, such as LDO's or Zoning clearance, are required for building permits to be issued, additional charges may apply. Permit paperwork needs to be filled out & returned to Jammin Playgrounds as quickly as possible. Any delays in returning permit documents may result in price increases. Time is of the essence with any permitting documents needed for submittal.

Exclusions: Excavation, irrigation, sod damage/replacement, concrete sidewalks, underground pipes, etc. Any unforeseen hazards or issues that arise upon arrival to the job site will result in a change order.

Any items not listed herein will NOT be covered.

If customer assumes excavation responsibility for any surfacing project, the warranty for said surfacing will be automatically voided, since Jammin cannot ensure the excavation was done properly to eliminate all grass/weed roots that may grow in the future.

Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.

Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.

Customer is responsible for providing site plan and/or recent survey if permitting requires. Some additional charges may be added if permitting office requires architect drawings to show setbacks. Customer is also responsible for any CAD drawings that are requested for permitting.

*IF YOU WOULD LIKE TO ACCEPT THIS QUOTE, PLEASE SIGN AND RETURN TO Sandra@JamNPlay.com. A 50% DEPOSIT WILL BE REQUIRED PRIOR TO ANY EQUIPMENT BEING PURCHASED BY JAMMIN PLAYGROUNDS (UNLESS OTHERWISE STATED).

*Any cancellations for approved projects may result in restocking fees and/or additional charges for items already purchased.

In the unlikely event that Jammin Playgrounds is required to file a civil action or institute any collection effects against a customer, customer agrees to pay any and all cost, fees, expenses and attorney fees incurred by Jammin Playgrounds regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____

Title: _____

Date: _____



QUOTE

Inframark Management Services - Gabriel

Date
Mar 25, 2024

Expiry
Apr 24, 2024

Quote Number
QU-3507

Reference
Chapala Playground -
Borders

Jammin Playgrounds Inc.
4417 13th st PMB 143
ST.CLOUD FL 34769
UNITED STATES

Brighton Lakes - 2547 Chapala Dr, Kissimmee, FL 34746

TAX EXEMPT

Easy access. No water & electric. No permit.
Jammin is not responsible for any damage to concrete sidewalks, irrigation, landscaping, sod, etc.

Description	Quantity	Unit Price	Tax	Amount USD
Relocate existing mulch to the side to accommodate for new installation. Jammin will push mulch back into place when our scope of work is complete.	1.00	450.00	Tax on Sales	450.00
Demo of existing plastic borders.	1.00	482.75	Tax on Sales	482.75
Dumpster Rental	1.00	950.00	Tax on Sales	950.00
Supply & Delivery of (60) 12" borders & (1) ADA Half ramp Borders are \$35 each ADA Half Ramp \$475	1.00	2,575.00	Tax on Sales	2,575.00
Freight for Borders	1.00	1,650.00	Tax on Sales	1,650.00
Installation of (60) 12" borders & 1 ADA half ramp to spec. (ADA ramp has been added as an additional 2 borders for pricing).	62.00	12.00	Tax on Sales	744.00
Receiving equipment, Storage @ Jammin's shop until job is ready & Delivery to job site for installation.	1.00	75.00	Tax on Sales	75.00

*STORAGE PRICE IS BASED ON PROJECT BEING READY FOR INSTALLATION WITHIN 2-3 WEEKS OF RECEIVING THE EQUIPMENT. IF ANY DELAYS IN

Description	Quantity	Unit Price	Tax	Amount USD
INSTALLATION OCCUR AFTER RECEIVING EQUIPMENT (DUE TO CUSTOMER), ADDITIONAL STORAGE FEES @ \$50 PER WEEK WILL BE ADDED TO THE FINAL INVOICE.				
Machine Rental to push back mulch.	1.00	1,250.00	Tax on Sales	1,250.00
Subtotal				8,176.75
TOTAL TAX				0.00
TOTAL USD				8,176.75

Terms

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.

Permit price STARTS at \$1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.

If Jammin quotes have expired prior to a PO being issued, prices may need to be adjusted to reflect any price increases from manufacturers and/or freight companies. If any additional permits, such as LDO's or Zoning clearance, are required for building permits to be issued, additional charges may apply. Permit paperwork needs to be filled out & returned to Jammin Playgrounds as quickly as possible. Any delays in returning permit documents may result in price increases. Time is of the essence with any permitting documents needed for submittal.

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Any items not listed herein will NOT be covered.

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Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.

Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.

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Signature: _____

Title: _____

Date: _____



QUOTE

Inframark Management Services - Gabriel

Date
Mar 22, 2024

Expiry
Apr 21, 2024

Quote Number
QU-3508

Reference
Volta Playground - Borders

Jammin Playgrounds Inc.
4417 13th st PMB 143
ST.CLOUD FL 34769
UNITED STATES

Brighton Lakes - 2500 Volta Cir, Kissimmee, FL 34746

TAX EXEMPT

Easy access. No water & electric. No permit.
Jammin is not responsible for any damage to concrete sidewalks, irrigation, landscaping, sod, etc.

Description	Quantity	Unit Price	Tax	Amount USD
Relocate existing mulch to the side to accommodate for new installation. Jammin will push mulch back into place when our scope of work is complete.	1.00	450.00	Tax on Sales	450.00
Demo of existing wood borders.	1.00	550.00	Tax on Sales	550.00
Dumpster Rental	1.00	950.00	Tax on Sales	950.00
Supply & Delivery of (54) 12" borders & (1) ADA Half ramp Borders are \$35 each ADA Half Ramp \$475	1.00	2,365.00	Tax on Sales	2,365.00
Freight for Borders	1.00	1,500.00	Tax on Sales	1,500.00
Installation of (54) 12" borders & 1 ADA half ramp to spec. (ADA ramp has been added as an additional 2 borders for pricing).	56.00	12.00	Tax on Sales	672.00
Receiving equipment, Storage @ Jammin's shop until job is ready & Delivery to job site for installation.	1.00	50.00	Tax on Sales	50.00

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INSTALLATION OCCUR AFTER RECEIVING EQUIPMENT (DUE TO CUSTOMER), ADDITIONAL STORAGE FEES @ \$50 PER WEEK WILL BE ADDED TO THE FINAL INVOICE.				
Machine Rental to push back mulch.	1.00	1,250.00	Tax on Sales	1,250.00
Subtotal				7,787.00
TOTAL TAX				0.00
TOTAL USD				7,787.00

Terms

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Signature: _____

Title: _____

Date: _____



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY: Brighton Lakes.
 NAME: 1 R
 DATE: Mar 2024 TIME: _____
 PAGE: 1 OF: 3
 timer A.

CURRENT

ADJUSTED

A START TIME	10:00 pm
B START TIME	

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

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

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

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE

DATE

10
 INSPECTED BY BLADE RUNNERS TECH



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY: Brighton Lakes.
 NAME: _____
 DATE: _____ TIME: _____
 PAGE: 2 OF: 3

CURRENT

ADJUSTED

A START TIME	
B START TIME	

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

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

ZONE NUMBER	13	14	15	16	17	18	19	20	21	22	23	24
SPRAY OR ROTOR S OR R	S	S	S	R/S	S	S	S	S	R	R	R	R
CURRENT	20	20	20	20	20	20	20	20	20	20	20	20
ADJUSTED RUN TIME												
MAINTENANCE REPAIR												
PARTIAL CLOG												
ARC OR RADIUS ADJ.												
HEAD STRAIGHTENED												
HEAD MISSING/BROKEN												
CHANGE 4" TO 6" POP UP												
CHANGE 6" TO 12" POP UP												
HEAD RAISED SHRUB												
SEVERE CLOG												
INCORRECT NOZZLE												
RELOCATION												
LEAK IN HEAD												
LEAK IN PIPE												
HEAD NOT ROTATING												
VALVE NOT OPERATING												
OTHER - SEE COMMENTS												

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE

DATE

INSPECTED BY BLADE RUNNERS TECH

1/1 1/1



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY: Brighton Lakes
 NAME: _____
 DATE: _____ TIME: _____
 PAGE: 3 OF: 3

CURRENT

ADJUSTED

A START TIME	
B START TIME	

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

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

ZONE NUMBER	25	26	27	28	29	30	31	32						
SPRAY OR ROTOR S OR R	S/R	R/S	S	R	R	R	S/R	S/R						
CURRENT	20	20	20	20	20	20	20	20						
ADJUSTED RUN TIME														
MAINTENANCE REPAIR														
PARTIAL CLOG														
ARC OR RADIUS ADJ.														
HEAD STRAIGHTENED														
HEAD MISSING/BROKEN														
CHANGE 4" TO 6" POP UP														
CHANGE 6" TO 12" POP UP														
HEAD RAISED SHRUB														
SEVERE CLOG														
INCORRECT NOZZLE														
RELOCATION														
LEAK IN HEAD														
LEAK IN PIPE														
HEAD NOT ROTATING														
VALVE NOT OPERATING														
OTHER - SEE COMMENTS														

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE

DATE

INSPECTED BY BLADE RUNNERS TECH

11 12



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY: Brighton Lakes
 NAME: A.R
 DATE: May 2024 TIME: _____
 PAGE: _____ OF: _____

CURRENT

timer B-
 ADJUSTED pool

A START TIME	11:00 pm
B START TIME	

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

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

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

COMMENTS: (Attach extra sheet if necessary) _____

 CUSTOMER SIGNATURE DATE 1/1 INSPECTED BY BLADE RUNNERS TECH A.R



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY: Brighton Lakes.
 NAME: _____
 DATE: Mar 2024 TIME: _____
 PAGE: _____ OF: _____

timer C

CURRENT

ADJUSTED

A START TIME	<u>10:00 pm</u>
B START TIME	

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

ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13
SPRAY OR ROTOR S OR R	S	S	S	S	R	S	S	S	R	S	S	R	S
CURRENT	20	20	20	20	20	20	20	20	20	20	15	15	20
ADJUSTED RUN TIME													
MAINTENANCE REPAIR													
PARTIAL CLOG													
ARC OR RADIUS ADJ.													
HEAD STRAIGHTENED													
HEAD MISSING/BROKEN													
CHANGE 4" TO 6" POP UP													
CHANGE 6" TO 12" POP UP													
HEAD RAISED SHRUB													
SEVERE CLOG													
INCORRECT NOZZLE													
RELOCATION													
LEAK IN HEAD													
LEAK IN PIPE													
HEAD NOT ROTATING													
VALVE NOT OPERATING													
OTHER - SEE COMMENTS													

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE

DATE

J.R.
 INSPECTED BY BLADE RUNNERS TECH



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY: Brighton Lakes
 NAME: _____
 DATE: May 2024 TIME: _____
 PAGE: _____ OF: _____

CURRENT

ADJUSTED timer E

A START TIME	11:00 pm
B START TIME	

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

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

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

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE _____ DATE 1/1 INSPECTED BY BLADE RUNNERS TECH J.M.



Date: 04/03/2024
Time: 01:46:10 PM

CUSTOMER TREATMENT REPORT
 941-479-7811 • Fax 941-479-7812
 www.crosscreekenv.com

Customer: Brighton Lakes CDD **Technician:** Jackson Hartung

Weather Conditions: Raining **Wind Speed:** 0-5 mph

SITE IDENTIFICATION NUMBERS

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

Additional Comments

Walked around lakes picking up trash and treated major hydrilla problems in lake 1, 2, 3 and 7 as well as sprayed bushes of emergent grasses and weeds.

Photos (1)

Photo



Photos (2)

Photo



Photos (3)

Photo



Photos (4)

Photo



Photos (5)

Photo



Photos (6)

Photo



Photos (7)

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@crosscreekenv.com; tyler@crosscreekenv.com

Invoice Summary

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
15912	CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES)	01/04/2024	Brighton Lakes (Brighton Lakes CDD)	4,500.00
16158	CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES)	01/17/2024	Brighton Lakes (Brighton Lakes CDD)	3,250.00
16335	CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES)	02/19/2024	Brighton Lakes (Brighton Lakes CDD)	3,250.00
16621	CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES)	03/18/2024	Brighton Lakes (Brighton Lakes CDD)	3,250.00
16804	CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES)	03/26/2024	Brighton Lakes (Brighton Lakes CDD)	3,960.00
16979	CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES)	04/18/2024	Brighton Lakes (Brighton Lakes CDD)	3,250.00
Total:				21,460.00

CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES) Invoice#: 15912

Invoice Number:	15912	Invoice Amount:	4,500.00
Customer Account #:	none	Invoice Date:	01/04/2024
Original PO#:	N/A	Payment Terms:	Due Upon Receipt
Ordered by:		Invoice Due Date:	01/04/2024
Supplier:	V00225	WorkFlow:	AP Clerk-AP-DM-ACCOUNTANT
Property for Processing:	Brighton Lakes (Brighton Lakes CDD)	Batch Name:	02/20/2024 am
Invoice Type:	Standard	Invoice State:	Approved

Ship To:
 Inframark
 210 N University Drive (Brighton Lakes)
 Suite 702
 Coral Springs, FL 33071



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 1/4/2024
Invoice # 15912

Bill To
Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info

P.O. #
Terms

Ship Date 1/4/2024
Due Date 1/4/2024

Description	Qty	Price	Amount
All nine (9) stormwater ponds onsite Initial account startup fee to target all invasive vegetation growing within the limits of the stormwater ponds onsite. Startup is to be completed simultaneously with the first monthly maintenance event. Treatment will target all currently present invasive vegetation using the appropriate herbicides in order to prevent unwanted side effects etc. Please allow for 45+ days to see complete results of treatment.	1	4,500.00	4,500.00

Thank you for your business Crosscreek Environmental Inc.	Subtotal	\$4,500.00
	Sales Tax (6.5%)	\$0.00
	Total	\$4,500.00
	Payments/Credits	\$0.00
	Balance Due	\$4,500.00

CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES) Invoice#: 16158

Invoice Number:	16158	Invoice Amount:	3,250.00
Customer Account #:	none	Invoice Date:	01/17/2024
Original PO#:	N/A	Payment Terms:	Due Upon Receipt
Ordered by:		Invoice Due Date:	01/17/2024
Supplier:	V00225	WorkFlow:	AP Clerk-AP-DM-ACCOUNTANT
Property for Processing:	Brighton Lakes (Brighton Lakes CDD)	Batch Name:	03/13/2024 pm
Invoice Type:	Standard	Invoice State:	Approved

Ship To:
 Inframark
 210 N University Drive (Brighton Lakes)
 Suite 702
 Coral Springs, FL 33071



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 1/17/2024
Invoice # 16158

Bill To
Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info
Current Months Maintenance

P.O. #

Terms

Due on receipt

Due Date

1/17/2024

Description	Amount
<p>Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the nine (9) ponds onsite. Treatments to occur twice a month from April to September and once a month from October to March, for a total of eighteen (18) visits per year.</p> <p>Maintenance services to include the following: * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Littoral shelf maintenance * Common Trash Removal * Free Retreats * Installation of up to 500 free beneficial aquatic plants per year * Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor</p> <p>Total maintenance cost = \$3,250.00/Month (\$39,000 Annually) **Above maintenance cost to be fixed for a period of three (3) years**</p> <p>Quarterly fountain maintenance of the two (2) fountains onsite included in above pricing. Any additional parts and labor for repairs are not included and will be billed separately.</p>	<p>3,250.00</p>

Subtotal
Sales Tax (0.0%)
Total
Payments/Credits
Balance Due

Thank you for your business

Crosscreek Environmental Inc.

Phone # (941) 479-7811

Fax # (941) 479-7812

admin@crosscreekenv.com
Page 1

www.crosscreekenvironmental.com



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 1/17/2024

Invoice # 16158

Bill To

Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info

Current Months Maintenance

P.O. #

Terms

Due on receipt

Due Date

1/17/2024

Description	Amount
<p>If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.</p>	

Thank you for your business

Subtotal	\$3,250.00
Sales Tax (0.0%)	\$0.00
Total	\$3,250.00
Payments/Credits	\$0.00
Balance Due	\$3,250.00

Crosscreek Environmental Inc.

Phone # (941) 479-7811

Fax # (941) 479-7812

admin@crosscreekenv.com
Page 2

www.crosscreekenvironmental.com

CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES) Invoice#: 16335

Invoice Number:	16335	Invoice Amount:	3,250.00
Customer Account #:	none	Invoice Date:	02/19/2024
Original PO#:	N/A	Payment Terms:	Due Upon Receipt
Ordered by:		Invoice Due Date:	02/19/2024
Supplier:	V00225	WorkFlow:	AP Clerk-AP-DM-ACCOUNTANT
Property for Processing:	Brighton Lakes (Brighton Lakes CDD)	Batch Name:	03/13/2024 pm
Invoice Type:	Standard	Invoice State:	Approved

Ship To:
 Inframark
 210 N University Drive (Brighton Lakes)
 Suite 702
 Coral Springs, FL 33071



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 2/19/2024

Invoice # 16335

Bill To

Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info

Current Months Maintenance

P.O. #

Terms

Due on receipt

Due Date

2/19/2024

Description	Amount
<p>Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the nine (9) ponds onsite. Treatments to occur twice a month from April to September and once a month from October to March, for a total of eighteen (18) visits per year.</p> <p>Maintenance services to include the following:</p> <ul style="list-style-type: none"> * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Littoral shelf maintenance * Common Trash Removal * Free Retreats * Installation of up to 500 free beneficial aquatic plants per year * Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor <p>Total maintenance cost = \$3,250.00/Month (\$39,000 Annually) **Above maintenance cost to be fixed for a period of three (3) years**</p> <p>Quarterly fountain maintenance of the two (2) fountains onsite included in above pricing. Any additional parts and labor for repairs are not included and will be billed separately.</p>	<p>3,250.00</p>

Thank you for your business

Crosscreek Environmental Inc.

Subtotal
Sales Tax (0.0%)
Total
Payments/Credits
Balance Due



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 2/19/2024

Invoice # 16335

Bill To

Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info

Current Months Maintenance

P.O. #

Terms

Due on receipt

Due Date

2/19/2024

Description	Amount
<p>If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.</p>	

Thank you for your business

Subtotal	\$3,250.00
Sales Tax (0.0%)	\$0.00
Total	\$3,250.00
Payments/Credits	\$0.00
Balance Due	\$3,250.00

Crosscreek Environmental Inc.

Phone # (941) 479-7811

Fax # (941) 479-7812

admin@crosscreekenv.com
Page 2

www.crosscreekenvironmental.com

CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES) Invoice#: 16621

Invoice Number:	16621	Invoice Amount:	3,250.00
Customer Account #:	none	Invoice Date:	03/18/2024
Original PO#:	N/A	Payment Terms:	Due Upon Receipt
Ordered by:		Invoice Due Date:	03/18/2024
Supplier:	V00225	WorkFlow:	AP Clerk-AP-DM-ACCOUNTANT
Property for Processing:	Brighton Lakes (Brighton Lakes CDD)	Batch Name:	03/26/2024 AM
Invoice Type:	Standard	Invoice State:	Approved

Ship To:
 Inframark
 210 N University Drive (Brighton Lakes)
 Suite 702
 Coral Springs, FL 33071



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 3/18/2024
Invoice # 16621

Bill To
Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info
Current Months Maintenance

P.O. #

Terms

Due on receipt

Due Date

3/18/2024

Description	Amount
<p>Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the nine (9) ponds onsite. Treatments to occur twice a month from April to September and once a month from October to March, for a total of eighteen (18) visits per year.</p> <p>Maintenance services to include the following:</p> <ul style="list-style-type: none"> * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Littoral shelf maintenance * Common Trash Removal * Free Retreats * Installation of up to 500 free beneficial aquatic plants per year * Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor <p>Total maintenance cost = \$3,250.00/Month (\$39,000 Annually) **Above maintenance cost to be fixed for a period of three (3) years**</p> <p>Quarterly fountain maintenance of the two (2) fountains onsite included in above pricing. Any additional parts and labor for repairs are not included and will be billed separately.</p>	<p>3,250.00</p>

Thank you for your business

Subtotal
Sales Tax (0.0%)
Total
Payments/Credits
Balance Due

Crosscreek Environmental Inc.

Phone # (941) 479-7811

Fax # (941) 479-7812

admin@crosscreekenv.com
Page 1

www.crosscreekenvironmental.com



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 3/18/2024

Invoice # 16621

Bill To

Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info

Current Months Maintenance

P.O. #

Terms

Due on receipt

Due Date

3/18/2024

Description	Amount
<p>If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.</p>	

Thank you for your business

Subtotal	\$3,250.00
Sales Tax (0.0%)	\$0.00
Total	\$3,250.00
Payments/Credits	\$0.00
Balance Due	\$3,250.00

Crosscreek Environmental Inc.

Phone # (941) 479-7811

Fax # (941) 479-7812

admin@crosscreekenv.com
Page 2

www.crosscreekenvironmental.com

CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES) Invoice#: 16804

Invoice Number:	16804	Invoice Amount:	3,960.00
Customer Account #:	none	Invoice Date:	03/26/2024
Original PO#:	N/A	Payment Terms:	Due Upon Receipt
Ordered by:		Invoice Due Date:	03/26/2024
Supplier:	V00225	WorkFlow:	AP Clerk-AP-DM-ACCOUNTANT
Property for Processing:	Brighton Lakes (Brighton Lakes CDD)	Batch Name:	04/18/2024 BRIGHTON
Invoice Type:	Standard	Invoice State:	Approved

Ship To:
 Inframark
 210 N University Drive (Brighton Lakes)
 Suite 702
 Coral Springs, FL 33071



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 3/26/2024
Invoice # 16804

Bill To
Brighton Lakes CDD c/o Inframark 313 Campus Street Celebration, FL 34747 Gabe Mena

Project Info

P.O. #
Terms

Ship Date 3/26/2024
Due Date 3/26/2024

Description	Qty	Price	Amount
4310 Biel Ct. Curb Inlet Supply all labor and equipment necessary to vac and remove leaves and debris from curb inlet at the above referenced address. This cost includes the disposal of debris removed from the curb inlet. NOTE: This proposal includes removal of all loose debris from the structures only, pipe/s not included. Excludes hazardous waste, if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Crosscreek Environmental transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation, or design. This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. Unless noted above engineering, permits, testing and bonds are not included in the pricing.	1	3,960.00	3,960.00

Thank you for your business Crosscreek Environmental Inc.	Subtotal	\$3,960.00
	Sales Tax (0.0%)	\$0.00
	Total	\$3,960.00
	Payments/Credits	\$0.00
	Balance Due	\$3,960.00

CROSSCREEK ENVIRONMENTAL INC (BRIGHTON LAKES) Invoice#: 16979

Invoice Number:	16979	Invoice Amount:	3,250.00
Customer Account #:	none	Invoice Date:	04/18/2024
Original PO#:	N/A	Payment Terms:	Due Upon Receipt
Ordered by:		Invoice Due Date:	04/18/2024
Supplier:	V00225	WorkFlow:	AP Clerk-AP-DM-ACCOUNTANT
Property for Processing:	Brighton Lakes (Brighton Lakes CDD)	Batch Name:	
Invoice Type:	Standard	Invoice State:	Pending Approval

Ship To:
 Inframark
 210 N University Drive (Brighton Lakes)
 Suite 702
 Coral Springs, FL 33071



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 4/18/2024

Invoice # 16979

Bill To

Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info

Current Months Maintenance

P.O. #

Terms

Due on receipt

Due Date

4/18/2024

Description	Amount
<p>Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the nine (9) ponds onsite. Treatments to occur twice a month from April to September and once a month from October to March, for a total of eighteen (18) visits per year.</p> <p>Maintenance services to include the following:</p> <ul style="list-style-type: none"> * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Littoral shelf maintenance * Common Trash Removal * Free Retreats * Installation of up to 500 free beneficial aquatic plants per year * Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor <p>Total maintenance cost = \$3,250.00/Month (\$39,000 Annually) **Above maintenance cost to be fixed for a period of three (3) years**</p> <p>Quarterly fountain maintenance of the two (2) fountains onsite included in above pricing. Any additional parts and labor for repairs are not included and will be billed separately.</p>	<p>3,250.00</p>

Thank you for your business

Crosscreek Environmental Inc.

Subtotal
Sales Tax (0.0%)
Total
Payments/Credits
Balance Due



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 4/18/2024

Invoice # 16979

Bill To

Brighton Lakes CDD
c/o Inframark
313 Campus Street
Celebration, FL 34747
Gabe Mena

Project Info

Current Months Maintenance

P.O. #

Terms

Due on receipt

Due Date

4/18/2024

Description	Amount
<p>If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.</p>	

Thank you for your business

Subtotal	\$3,250.00
Sales Tax (0.0%)	\$0.00
Total	\$3,250.00
Payments/Credits	\$0.00
Balance Due	\$3,250.00

Crosscreek Environmental Inc.

Phone # (941) 479-7811

Fax # (941) 479-7812

admin@crosscreekenv.com
Page 2

www.crosscreekenvironmental.com



Crosscreek Environmental, Inc.
111 61st Street East
Palmetto, FL 34221
Ph: 941-479-7811
Fax: 941-479-7812
www.crosscreekenvironmental.com

April 16, 2024

Brighton Lakes Community Development District
c/o Inframark
313 Campus Street
Celebration, FL 34747

Subject: Notice of Termination of Monthly Stormwater Pond Maintenance Agreement

Dear Customer,

Please accept this letter on behalf of Crosscreek Environmental, Inc. to formally notify Brighton Lakes Community Development District (CDD) of our decision to terminate the current Monthly Stormwater Pond Maintenance Agreement, effective [60 days from the date of this letter], in accordance with the termination clause outlined in the agreement. This decision has not been taken lightly, and we assure you that it is based on careful consideration and evaluation of various factors. We appreciate the opportunity to have provided stormwater pond maintenance services to Brighton Lakes CDD during the term of our agreement.

Per the terms of the agreement, upon termination, Crosscreek Environmental, Inc. shall be entitled to payment for all Services rendered up until the effective termination date of this Agreement. We are committed to fulfilling our obligations under the agreement until the specified termination date. Furthermore, we understand that any claims or offsets the district may have against Crosscreek Environmental, Inc. will be addressed as the sole means of recovery for termination, as outlined in the agreement.

We will ensure a smooth transition process to minimize any disruptions in service during the remaining term of the agreement. Please do not hesitate to contact us if you have any questions or require further clarification regarding the termination process.

We sincerely thank Brighton Lakes CDD for the opportunity to serve, and we wish you continued success in your future endeavors.

Sincerely,

Derek Wagner, GM
Crosscreek Environmental, Inc.

BRIGHTON LAKES CDD MEETING MAY 2, 2024

Inspection as of 04-20-2024

COMPLETED

- Palms, Oaks & Crepe Myrtles, and Bushes have been cut back to their spring cut.
- Changed Timers on all community for pool lights, BB lights, Tennis Ct lights also Guard shack interior and exterior lights, along with front entrance wall lights.
- Met with Mr. Crary and Juan to speak to homeowner on Maracaibo Dr. to view the new existing standing water for days, it has a foul smell. Homeowners have had mosquito control sprayers out.
- Volta pond pump replaced; relays replaced for motor because it was tripping on overheating. Hoover was the vender and knew exactly what they were doing! Irrigation back to normal, coming from ponds and Toho meter off and elbow removed and kept at community center closet.
- Mulch installed (500 yards) not enough to do to complete the way that community requests, need another 100 yards to finish.
- Guard shack straitened up inside, outside painted, and new air conditioner installed.
- Sod installed, all irrigation heads inspected, poles installed at speed bumps to stop low riding vehicles from driving on grass and breaking sprinkler heads while trying to avoid. (Thank you Vincent)
- Crime Watch Meeting Sign has been completed and put in community center closet
- Stem on kiddie pool mushroom has had black surface buildup and has since been removed.
- One sprinkler head removed from inside of fence at Basketball Ct that was causing puddle.
- Entrance walls have been cleaned and painted by vender.

PENDING

- Corrosion control damage to landscape at entrance still not repaired.
- DOT now working up front and driving on CDD property, still monitoring for damages.
- Biel Ct. fence has been disassembled for entry again by young adults.
- Requested all Brass locks be changed combo from 1935 to 2002 because kids have the present code and are entering through the Basketball Court rear gate.
- Pool pavers on North side of pool sinking where tiles are breaking needs to be followed up.

- Brush hogging completed.
- Bridge pillar damage from pickup truck, where do we stand? Many homeowners want to know when this is going to be taken care of.
- Two black poles at community center parking entrance still need signs saying “Community Center” Also signs inside needed saying “Basketball Ct. Closes at 9:50 pm” and one saying “Gym closes at 9:50 pm”
- Brush along PHR between BLB and Pine Ridge needs to be cut back by county for safety reasons of residents leaving BLB.
- Tag lights still not working on 25’ aluminum pole at entrance (someone intentionally drove through resident’s lane gate at a high rate of speed, and we couldn’t retrieve plate because of no lighting) WE NEED TO MAKE THIS HAPPEN!! I have been asking for over a year now.
- Baykal Pond fountain lights have been out for months (is anything being done about this? Again, residents want to know what the holdup is.
- Huron Cir pond fountain and fountain lights still not working. (Residents want answers) at Biel Ct Street sign still says Huron Ct
- Speed bump sign that was hit by vehicle still missing I thought all we needed was a pole.
- Damages to Bridge and bushes from concrete vender are still not repaired, residents want to know why so long.
- Fountain Blue resident at 4231 Silver pine street was noticed to have been removing brush from the top of Fiber Form rear of 2547 Chapala on or about the second week of April. As of this inspection date I noticed that he has been doing his own sections of controlled burning on CDD Property and on top of CDD Fiber Form to remove brush probably causing damage to Fiber Form. Letter needs to be written or contact made with this party because he is aggressively moving forward with this project.

Happy Spring

Denny Hisler

Brighton Lakes CDD L&M Liason **(DO NOT REPLY ALL)**





















PO Box 470452
Celebration, FL 34747

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

APRIL 24, 2024

**Brighton Lakes
Kissimmee, FL**

ASPHALT PAVING:

Mill out, 3,400 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

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 \$60,384.00

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.

**MINUTES OF
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held Thursday, March 7, 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 |
| Nadine Singh | Assistant Secretary |

Also participating were:

- | | |
|-------------------------------------|--|
| Gabriel Mena | District Manager |
| Ryan Dugan | District Counsel |
| Peter Glasscock | District Engineer |
| Kerry Satterwhite | Director of Field Operations |
| Vincent Morrell | Supervisors of Field Services |
| Dennis Hisler | District Agent, CDD Liasion |
| Angel Montagna | Vice President of Community Management Services, Inframark |
| CJ Greene | CrossCreek |
| Dylan Townsend | Envera (Via Telephone) |
| Ray Ortiz | Magnosec |
| Residents and Members of the Public | |

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

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

Mr. Mena called the meeting to order at 6:00 p.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Audience Comments**

Vincent Stevens- Maggiore Circle

Mr. Stevens inquired if anyone inspected the road paving. He believes there are quality issues. It was stated the District Engineer oversaw the entire project and will be addressing this later in the meeting.

48 **Joe Kluesco – Sevan Way**

49 Mr. Kluesco expressed concern about the loud basketball hoop and requested the
50 Board consider replacing the rim and backboard. He would also like white lights be installed
51 in the median at the entrance of the community.

52 **Gerry Frawley- Chapella Drive**

53 Mr. Frawley stated a formal written request for information was submitted to the
54 Field Manager, including a request for pictures, regarding landscaping concerns. He is asking
55 for a response from staff.

56 **Mel Brown- Milano Place South**

57 Mr. Brown asked why the waterpipe leak at the front has not been repaired. Mr.
58 Hisler responded it was fixed earlier in the morning.

59 **Ronald David- Sweetspire Circle**

60 Mr. David expressed dissatisfaction regarding the leaves falling onto the street and
61 residents' yards. He requested prompt pick-up, stating that the HOA would issue violations
62 to residents for the same.

63 **Marlene Brown- Milano Place South**

64 Ms. Brown requested updates on repairs needed in the bathroom, specifically
65 mentioning two stalls that do not lock, leaves along the boulevard, the fountain pond at the
66 bridge, and the damaged pillar on the bridge. She also asked about the emergency gate
67 procedure and dead grass along Brighton Lakes Boulevard.

68 **Discussion on the New Development**

69 **Kelly Beard and Steve Riley - Turkano Way**

70 Ms. Beard and Mr. Riley asked the CDD for assistance with privacy concerns with
71 the new home development that will abut their property. Mr. Cray passed out maps
72 reflecting the proposed plans he was able to obtain. Ms. Beard advised she had spoken to the
73 Civil Engineer handling the project. The home lots being built will abut the Brighton Lakes
74 lots with no barrier separating them. The Board asked if there was any way the CDD could
75 assist. Mr. Mena stated individual resident privacy does not fall under the purview of the
76 CDD, and the CDD cannot expend funds to assist with only one or two residents, but could
77 look at building some kind of fence of vegetative barrier along the entire length of this
78 development, as a perimeter border. The Board asked for suggestions from Bladerunners, and
79 if management could ask the developer to somehow incorporate the existing trees/vegetation
80 into the construction plans.

81

82

83 **FOURTH ORDER OF BUSINESS** **Staff Reports**

84 **A. Field Management**

85 • **Angel Noa – TSI Security**

86 Mr. Mena introduced Mr. Noa from TSI Security, which is the same company the
 87 HOA uses. He reached out to OCPD and spoke with the Community Services Department,
 88 and was told Deputy Burgos would be in attendance, but he is not at the meeting.

89 Mr. Noa stated he is aware of the several issues at the Biel Court cul-de-sac and
 90 recommended the installation of a “Lot Cop” camera system to oversee the area. He
 91 emphasized the use of analytic-based software, which would enable the cameras to detect
 92 intruders and capture license plate information effectively. He proposed implementing live
 93 monitoring to enable immediate police intervention when detecting suspicious activity.

94 Ms. Incandela interjected, pointing out the area where this is happening is a public
 95 road and there is no concrete evidence to prove any illegal activity is occurring there.

96 The synchronization of lights with detection measures was discussed, with Ms.
 97 Incandela expressing concerns about the effectiveness of these measures for fixing the issues,
 98 as these issues are occurring during daytime hours.

99 Mr. Noa stated his company contacted law enforcement 11 to 12 times in the past 3
 100 months, underscoring the seriousness of the situation. The possibility of informing residents
 101 about the importance of contacting law enforcement through mailers, websites, etc. was
 102 raised.

103 Mr. Peters expressed concerns about potential retaliation from criminals, prompting
 104 discussions about alternative security measures such as hiring off-duty patrols.

105 Mr. Crary questioned the necessity of involving law enforcement, while Mr. Peters
 106 emphasized the “see something, say something” approach and alleged illegal transactions
 107 occurring in the area.

108 Mr. Hisler mentioned the presence of a “spotter” tasked with monitoring individuals
 109 being utilized by the alleged criminals, which scares residents into not reporting anything to
 110 the police. Mr. Noa discussed his connections with the Sheriff’s Department. Mr. Mena is set
 111 to work with him to gather more information. Additionally, there was no interest in exploring
 112 the pricing of a larger fence, while Mr. Ramirez suggested using plants to block off the area
 113 as an alternative security measure.

114 • **Cross Creek**

115 Mr. Greene explained there is a delay on how quickly treatments can be administered,
 116 stressing the legal limitations on the speed of treatment in conjunction with the poor state of

117 ponds when CrossCreek took over. He emphasized the importance of not treating too
118 quickly to avoid causing algae blooms, which would make the ponds look worse. Mr. Greene
119 noted solving the situation for the ponds will likely take several months. Additionally, he
120 addressed the issue with the fountain at the front, noting the motor was faulty and they will
121 be bringing a boat out there the following week to tow the fountain to shore, disassemble it,
122 diagnose the problem, and replace the motor.

123 Mr. Crary had questions about the treatment report, looking for proof of hydrilla
124 treatment, to which Mr. Green explained Cross Creek typically conducts an “onboarding”
125 treatment to establish a baseline, but should be given a 90-day window for improvement.
126 There were also concerns about the brown rim around the ponds leading to erosion, which
127 Mr. Greene acknowledged will happen if not addressed regularly. Mr. Crary expressed
128 frustration at the lack of trash removal, stating he noted the presence of trash over several
129 months. He noted the contract states removal of “all visible trash” and does not limit removal
130 to just the shoreline.

131 Ms. Incandela requested a detailed report on every pond, including the number of
132 hydrilla treatments.

133 Mr. Crary and the rest of the board wanted to know how Cross Creek measures their
134 success and what indicators they should be looking for.

135 Mr. Glasscock asked about Cross Creek’s treatment plan. Mr. Greene explained the
136 complexities involved in aquatic treatment.

137 Ms. Incandela mentioned the issue is the absence of a representative from Cross
138 Creek to answer questions.

139 Mr. Crary emphasized the need for proof of work and what is planned for each visit.
140 Mr. Greene offered to provide a detailed quarterly report in addition to their monthly report,
141 with someone present to answer questions. The next treatment is scheduled for March 27,
142 2024 and Mr. Hisler mentioned trash pickup occurred on February 26, 2024.

143 Mr. Crary expressed his dissatisfaction with the trash pickup service thus far and
144 requested a deadline for verifying trash pickup completion. Mr. Greene agreed to provide.
145 Mr. Mena mentioned he saw a piece of trash about 8 feet off the shore. Mr. Greene stated it is
146 beyond their normal scope. Mr. Crary and Mr. Dugan stated the contract is written to include
147 all trash, not just shoreline pickup. Mr. Hisler also expressed concerns about the outfall
148 structures getting clogged, especially during hurricane season.

149 Mr. Greene asked about the additional proposal he provided for cleaning out the
 150 drainage inlet in front of 4310 Biel Court. Motion to approve the estimate of \$3960 for
 151 project #11350, vacating and removing small debris from the inlet.

152

153 On MOTION by Mr. Rodriguez, seconded by Ms. Incandela, with
 154 all in favor, the estimate from Crosscreek of \$3960 for project
 155 #11350 was approved. 5-0

156

157 Ms. Incandela requested further information from the district Engineer regarding the
 158 scope of work if the issue extends beyond leaves.

159 Mr. Mena suggested CrossCreek provide a high-level overview regarding beneficial
 160 plants and expressed the SFWMD may intervene if beneficial plants are removed. Mr.
 161 Greene stated he will bring pamphlets for the Board's next meeting.

162 Mr. Dugan requested a motion to amend the aquatic agreement to add the detailed
 163 quarterly report in addition to the monthly report.

164

165 On MOTION by Mr. Rodriguez, seconded by Ms. Incandela, with
 166 all in favor, District Counsel was authorized to amend the aquatic
 167 agreement to add a very detailed quarterly report in addition to the
 168 monthly report. 5-0

169

- 170 • **Envera**

171 Mr. Townsend apologized for not attending in person. He will attend the next meeting
 172 in person. He addressed Mr. Rodriguez's concern regarding the SOS system, noting Envera
 173 conducted their monthly tests today and confirmed its full functionality.

174 Mr. Townsend discussed an ongoing issue involving working with Servusat to obtain
 175 the IP addresses for camera access with Envera. Mr. Mena stated he is working on
 176 scheduling a spectrum technician to troubleshoot with Envera employee.

177

- 178 • **Magnosec**

179 Mr. Ortiz reported ongoing issues with children not adhering to rules on the
 180 basketball court and failing to leave during closing time.

181 Mr. Ortiz informed OCPD moved their intel meetings to be in conduction with the
 182 Orange County Police Department. Magnosec is holding their own intel meetings in the
 183 County. He expressed hopes that communities could collaborate to improve security in the
 184 area. He will provide more information at the next meeting.

185 Mr. Mena mentioned receiving a call from the Chair regarding ongoing incidents of
 186 kids hopping over the fence. Mr. Ortiz explained the guards remove individuals whenever
 187 they apprehend them, but their capacity to enforce this is limited.

188 Mr. Peters inquired about the topics discussed at the last intel meeting. Mr. Ortiz
 189 reported at his intel meeting, there was a lot of discussion regarding crimes of opportunity
 190 such as unlocked doors, windows, and burglaries.

191
 192 **1. Review of the Field Inspection Report**

193 Concerns were raised about item #3. The damage caused by the sidewalk vendor led
 194 to questions regarding its assignment to Bladerunners. Inframark needs a cost estimate for
 195 replacing the bush.

196 Issues regarding items #4, 6, 17, 27, 32, and 41 were discussed, noting mulch
 197 installation and soft-edging has not been completed. Item #7 prompted discussions about
 198 missing bushes and direction for Bladerunners. Ms. Incandela stated she would like to see an
 199 increase, suggesting phrases like "proposal requested on xx/xx date" to hold Bladerunners
 200 accountable. She advocated for more specifics. Questions were raised about item #9,
 201 focusing on the void in the bushes, payment responsibilities, and the absence of a proposal.
 202 Questions were raised regarding separate charges on #22. Mr. Mena noted Mr. Morrell
 203 reached out to the company that installed the decorative signs last year. Mr. Glasscock
 204 suggested contacting FaustNight who installed the new signs after the road repaving. The
 205 responses from Bladerunners were reviewed.

206
 207 **2. Review of Bladerunners Responses**

208 There being no discussion, the next item followed.

209
 210 **3. Consideration of the Coastal Courts Proposal**

211 It was determined the proposal was too expensive. Suggestions were made to return
 212 with a narrower scope, focused on repairs and not resurfacing.

213
 214 **4. Consideration of the Simple Solutions Estimate for Power Washing.**

215
 216

On MOTION by Ms. Incandela, seconded by Mr. Rodriguez, with all in favor, Simple Solutions Estimate in the amount of \$5,915.40 was approved, contingent on approval by the Chair. 5-0
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 217
 218
 219

220 **5. Consideration of the Sports Surfaces, Inc. Estimate**
 221 This item was tabled.

222 **6. Consideration of the Fast Signs Estimate # 23522 for Pool Signs**

223

224 On MOTION by Mr. Crary, seconded by Ms. Singh, with all in
225 favor, the Fast Signs Estimate # 23522 was approved in the amount
226 of \$407.32. 5-0

227

228 **7. Consideration of the Spies Pool Tile Repair Estimate**

229 The cost to replace or repair six broken tiles around the pool is \$695.

230

231 On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in
232 favor, the Spies Pool Tile Repair Estimate in the amount of \$695
233 was approved. 5-0

234

235 Mr. Mena suggested the insurance company recommend adding the pool back to the
236 insurance coverage. He intends to follow up with FMIT to ask what exactly the insurance
237 policy covers for the pool and tennis courts. Ms. Montagna stated we could also look at
238 obtaining a quote from another company, Egis, who Inframark works with in other
239 communities.

240

241 **8. Consideration of Spies Pool Proposal for Pool Resurfacing**

242 No action was taken on this item.

243

244 **9. Consideration of the Paint Corps Estimate #349 for the Guard Shack**

245 Ms. Singh asked if Inframark will handle this. Mr. Satterwhite responded no, not this
246 year.

247 Mr. Mena explained this work includes minor repairs to the building as well as
248 painting.

249

250 On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in
251 favor, the Paint Corps Estimate #349 for the Guard Shack in the
252 amount of \$1,674.11 was approved. 5-0

253

254 **10. Consideration of the Paint Corps Estimate #349-2 for the Roadway Bridge**

255 Inframark will cover the repair costs for the damage done by the contractor. The
256 Board requested proposals broken down between repair and repainting. They also requested
257 the Brighton Lakes plaque be cleaned and restored. This item was tabled.

258

259 **11. Consideration of the Paint Corps Estimate #349-3 for the Pleasant Hill
260 Road Wall**

261 This includes both sides of the entrance; north and south.

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On MOTION by Mr. Peters, seconded by Mr. Crary, with all in favor, Paint Corps Estimate #349-3, in the amount of \$1372.96 was approved.5-0

12. Consideration of Technipools Proposal for a Backup Battery.

Mr. Mena distributed copies of the proposal, which was not included in the agenda package. He explained this is for a second backup battery for the ADA pool chair. The total cost is \$599.50.

On MOTION by Mr. Crary, seconded by Mr. Rodriguez, with all in favor, the Technipools proposal for a backup battery in the amount of \$599.50 was approved.5-0

Mr. Crary would like training for both Inframark and Magnosec staff to operate the chair. He expects all employees working when this is needed be able to assist in usage of the chair.

A. Landscaper – BladeRunner

Mr. Hisler reviewed the report. Mulch will be delivered March 20, 2024. The plan is to first put down Granular Fertilizer, followed by the mulch. Mr. Hisler informed Bladerunners will take on the cost of this mulch, and the regular mulch schedule will resume in November.

Mr. Mena mentioned Mr. Frawley inquired about the recent trimming of the viburnum, specifically wanting to know who was responsible for the decision to cut several feet of growth off the top. Mr. Mena looked through contracts, and did not see the height of viburnum to be denoted anywhere. Mr. Hisler mentioned the viburnum to Mr. Ramirez, and he stated he will have his staff take care of it. Mr. Hisler is not aware what direction was provided to the crews, and cannot explain why these were trimmed. The Board requested an explicit explanation be provided by Mr. Ramirez. Mr. Mena reiterated that while the contract states any damages as a result of negligence would be replaced or repaired by the contractor, if this was done on the vendor's discretion, or up to industry-standards, he does not believe this will be considered negligent.

The Board would like to write the desired height for viburnum maintenance into the contract.

- 298 **1. Review of the January Wet Report**
- 299 **2. Consideration of the Playground Mulch Estimate**
- 300 **3. Consideration of Bridge Declining Plants Estimate**
- 301 There being no discussion at this time, the next item followed.

302

303 **D. CDD Liaison**

304 Mr. Crary expressed his dissatisfaction with the sign reading "Club Habitat" and
 305 suggested it be replaced with "Clubhouse." Attention was drawn to an ongoing problem with
 306 an aluminum street light pole at the front entrance, on the visitor lane side. Mr. Hisler noted
 307 the lights have been out of order for years. Mr. Crary wants this designated as a priority and
 308 wants it resolved by the next meeting.

309 Mr. Crary also asked about the tennis court awning, and the status of the repair. Mr.
 310 Mena responded he gave approval to the vendor to do an evaluation and provide a list of
 311 needed repairs. He has not been able to obtain a schedule from them yet.

312 The Board reviewed the playground mulch estimate at this time. This mulch is to fill
 313 in the playground on Chapala Drive. It is necessary because ADA compliant mulch is
 314 required in playground structures.

315

316 On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in
 317 favor, the Playground Mulch Estimate from Blade Runners in the
 318 amount of \$3,055 was approved. 5-0

319

320 Mr. Crary also discussed damage to the border of the playground. Mr. Mena proposed
 321 an alternative playground plan with pricing at \$50 per block. Plans will be made for
 322 hammering in pins for the playground and obtaining pricing for border replacement across all
 323 playgrounds.

324 Consideration for the Bridge Declining Plants Estimate, which was tabled for further
 325 clarification on the price breakdown, concerning items that were meant to be provided free of
 326 charge. Mr. Crary raised concerns about the Project Board, noting several items marked as
 327 completed are incomplete and need to be seen through completion.

328

329 **E. District Engineer**

330 **1. Consideration of the USA Seal and Stripe Asphalt Paving Proposal**

331 The Board reviewed the USA Seal and Stripe asphalt paving proposal for 8,200 linear
 332 feet at a total cost of \$146,250. Mr. Crary, expressed concerns about the discrepancies
 333 between his measurements and those provided by HWA, leading to costs for the large
 334 project. Mr. Crary stated that he is not comfortable with approving the entire path at once and

335 proposed breaking it down into smaller sections. The Board tasked Mr. Glasscock to take a
 336 look at Maracaibo.

337

F. District Counsel

338

1. Discussion of Roadway Repaving Project Completion

339

340

Mr. Dugan informed the Board the roadway repaving project is mostly finished, and
 341 now the Bond funds need to be revisited to determine if any remain unused. Any surplus
 342 funds can be allocated to partially repay the bond, potentially reducing road assessment fees
 343 for residents. Mr. Dugan will look into grants aimed at infrastructure projects that could
 344 benefit the District.

345

G. District Manager

346

**1. Consideration of the January 4, 2024, Regular Meeting Minutes, February
 15, 2024 Special Meeting Minutes, and February 15, 2024 Workshop Meeting
 Minutes**

347

348

349

350

A correction was made to the February 15, 2024 workshop meeting, which will be
 351 incorporated to the final copy of the minutes.

352

On MOTION by Mr. Crary, seconded by Ms. Singh, with all in
 353 favor, the January 4, 2024 regular meeting and February 15, 2024
 354 special meeting minutes were approved as presented, and the
 355 February 15, 2024 workshop meeting minutes were approved as
 356 amended. 5-0
 357

358

2. Review of the FY 2025 Proposed Budget

359

360

The FY 2025 proposed budget was reviewed. It was noted that tree trimming,
 361 budgeted at \$6000, should remain within scope; however, there was a discrepancy regarding
 362 R&M Brush-hogging, which should be budgeted at \$12,000. The Board indicated they do not
 363 want to increase the budget this year.

364

3. Review of the Financial Statements

365

An error was noticed in the bush hogging line.

366

367

4. Consideration of Check Register

368

The record will reflect Mr. Rodriguez left the room momentarily.

369

370

On MOTION by Mr. Crary, seconded by Ms. Singh, with all in
 371 favor, the check register was approved. 4-0
 372

373

374

375

376

377 **5. Review of the Fourth Quarter - Website Audit.**
 378 This item is for informational purposes only. The District’s website is in compliance
 379 and no action is needed.

380
 381 **FIFTH ORDER OF BUSINESS** **Business Items**
 382 **A. Consideration of the New Landscape & Irrigation Maintenance Services**
 383 **Agreement with Blade Runner**

384 Mr. Dugan explained the Board has the flexibility to make last-minute changes;
 385 however, the version being considered at this meeting will be provided to Blade Runners for
 386 acceptance.

387 Mr. Crary suggested all supervisors carefully review the checklist. Mr. Dugan
 388 proposed setting up a meeting with Inframark, Mr. Hisler, and Mr. Ramirez. Ms. Incandela
 389 raised a question regarding non-compliance procedures, to which Mr. Dugan responded any
 390 identified deficiencies should be communicated to Blade Runners. Blader Runners will then
 391 be expected to present their plan for correction to the field team. Management should resolve
 392 this. The contract stipulates a 48-hour timeframe for the contractor to respond. Mr. Dugan
 393 explained the distinction between identified deficiencies and work not completed but paid
 394 for. He also mentioned ongoing collaboration with Inframark regarding past issues,
 395 expressing concerns that some issues may not have been reported properly or were not
 396 reported at all.

397 Ms. Montagna noted the current contracts were outdated and vague. She is working to
 398 improve them with legal counsel's assistance. Ms. Incandela asked about Inframark's stance
 399 on the Board's request for \$42,000. Ms. Montagna responded Inframark is fulfilling their
 400 obligations appropriately and will not be presenting an offer. Mr. Crary recalled a previous
 401 acknowledgment by Ms. Montagna of some responsibility for incomplete work, but Ms.
 402 Montagna clarified Inframark provided documentation for each complaint received from
 403 District Counsel.

404 Mr. Crary disagreed, stating the claim is incorrect. He pointed out there were tasks
 405 left undone. He stated the Field Reports do not absolve Inframark from responsibility for
 406 services not provided. He believes the Field Manager's reports might not have reached the
 407 District Manager, failing to withhold payment from the vendor.

408 Ms. Incandela stated deficiencies were acknowledged by Mr. Blanco, but Inframark is
 409 not accepting deficiencies. She stated it is time to move forward based on the provided
 410 response and the Board make a decision.

411 Mr. Peters sought clarity on how to move forward if there are incomplete items, but
412 Inframark is claiming they were completed. Ms. Montagna clarified she was not claiming all
413 the work was completed. She explained any unfinished tasks were documented in the field
414 report.

415 Mr. Peters directed Counsel to find a resolution on how to make the District whole.
416 Ms. Incandela pointed out the Board had already offered this opportunity to Inframark, but it
417 was declined. She stressed the need for further consideration. Mr. Peters stated no decision
418 should be rushed tonight, advocating for more discussion at the upcoming workshop. There
419 will be no vendors present at this workshop. The Board clarified the purpose of this
420 workshop is to explore options with Counsel on the path forward.

421 Ms. Montagna stated Inframark values the relationship with the CDD and is forward-
422 looking, but unwilling to dwell on past issues. She suggested the option of Inframark
423 resigning from its position. Ms. Incandela indicated the Board would discuss this suggestion
424 further at the upcoming workshop. Mr. Peters stated that he wants to continue the
425 relationship with Inframark, but wants to see accountability for past mistakes. Ms. Montagna
426 noted Inframark has previously provided credits when mistakes were made. In this specific
427 case, she does not believe Inframark has committed any wrongdoing.

428 *The record will reflect Ms. Incandela left the meeting at 10:39 p.m.*

429 Ms. Montagna stated she does not have a clear picture of all the complaints. Mr.
430 Crary stated the complaints were compiled and presented by Mr. Frawley and the complaints
431 were very clear.

432 *The record will reflect Ms. Montagna and Ms. Satterwhite left the meeting.*

433 Mr. Dugan continued discussion on the new landscaping contract, noting the request
434 to change language on the vibernum maintenance.

435

436 On MOTION by Mr. Crary, seconded by Mr. Rodriguez, with all
437 in favor, the new landscape contract was approved as amended.

438

439 Mr. Peters asked whether Inframark had submitted their resignation or only presented
440 it as an option. Mr. Dugan will reach out to Ms. Montagna for clarification.

441

442

443

444 **B. Consideration of Notice of Termination of Existing Agreement with Blade**
445 **Runner.**

446 Mr. Dugan stated because they have accepted the new agreement, it is appropriate to
447 terminate the old agreement.

448
449 On MOTION by Ms. Nadine, seconded by Mr. Crary, with all in
450 favor, terminating the existing agreement with Blade Runner was
451 approved.

452
453 **C. Review of the HOA License Agreement**

454 The HOA has declined to sign the agreement.

455 Mr. Crary requested a review of all towing policies held by the CDD to be discussed
456 further at the next meeting meeting.

457
458 **D. Ratification of the Grau Engagement Letter**

459
460 On MOTION by Mr. Crary, seconded by Ms. Singh, with all in
461 favor, the engagement letter with Grau & Associates was ratified.

462
463 **E. Consideration of the Resolution 2024-02, General Election Notice**

464 Mr. Dugan explained this resolution clarifies the qualification process and which
465 seats will be expiring.

466
467 On MOTION by Mr. Crary, seconded by Mr. Rodriguez, with all
468 in favor, Resolution 2024-02, General Election Notice, was
469 adopted.

470
471 **SIXTH ORDER OF BUSINESS**

Supervisor Requests

472 Mr. Crary stated that the auxiliary boxes located around the community are in bad
473 shape and some lids are broken. He would like to see these repaired.

474
475 **SEVENTH ORDER OF BUSINESS**

Adjournment

476 There being no further business,
477

478 On MOTION by Ms. Crary, seconded by Mr. Peters, with all in
479 favor, meeting was adjourned at 11:02 p.m.

483
484 _____
Assistant Secretary

483
484 _____
Chair/ Vice Chair

**MINUTES OF WORKSHOP
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**

The workshop meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held Thursday, April 11, 2024, at 6:02 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
Nadine Singh	Assistant Secretary

Also participating were:

Gabriel Mena	Inframark, District Manager
Ryan Dugan	District Counsel, KutakRock

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

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

Mr. Mena called the meeting to order at 6:02 p.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

The Board recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS **Audience Comments**

No Audience.

FOURTH ORDER OF BUSINESS **Discussion Items**

A. Discussion with District Counsel Regarding Inframark Field Services

The board asked if they would entertain discussions knowing Mr. Mena was leaving. Mr. Dugan noted Mr. Mena will stay in the interim until a new District Manager is assigned.

Mr. Peters noted with Mr. Mena leaving, he does not want to fire Inframark at this time, but does want other management company proposals.

Ms. Singh mentioned the proposal from Mr. Tarase to increase the field supervision management. The Board does not understand why more hours are being offered if they

44 were "able to do the job" at \$42,000 with limited hours. What will be covered by increasing
45 the cost now.

46 Mr. Crary stated he has no interest in the full-time position, but instead wants an
47 employee who actually knows the contract.

48 Ms. Incandela asked if the new contract covers consequences for missed
49 responsibilities by Inframark. Mr. Dugan stated no, the language does not cover that. Ms.
50 Incandela stated that she thinks the Board should look at considering other options, She
51 does not want to fire Inframark, but would like to begin reaching out to other companies at
52 this time. There have been too many changes and feels the relationship is not the same. Mr.
53 Dugan stated Inframark is willing to work on the language of the agreement if it is an issue.

54 Ms. Incandela stated she believes Mr. Hisler is more capable than any Inframark
55 employee, and asked if other Districts hire their own employees. Mr. Mena responded yes,
56 some Districts do that, but it tends to be a larger hassle than expected.

57 Mr. Hisler stated Inframark has improved massively over the last year, noting better
58 reports and more responsiveness. Mr. Hisler asked if Inframark is willing to entertain the
59 highlighted portions of the agreement; if not, he is not open to further discussion.

60 Mr. Dugan stated Inframark is comfortable with these changes, in addition to other
61 changes.

62 Mr. Hisler stated it's unfortunate it took a big issue to prompt Inframark's
63 improvement, and is worried about Inframark's lack of capability to staff appropriately
64 despite being such a large company.

65 Mr. Crary referenced the landscaping RFP, and stated he would like to see
66 Inframark be given the opportunity to bid on the scope.

67 Mr. Incandela asked about the upcoming schedule for the District. Mr. Mena
68 advised the tentative budget should be approved at the May meeting; however, the Board
69 can change their June 13, 2024 workshop to a budget special meeting and still meet the
70 June 15, 2024 deadline. Then the budget will be adopted in the July meeting, with an
71 August deadline.

72 Mr. Incandela asked if the District will be forced to renegotiate at this point. Mr.
73 Dugan responded no, the District is currently under contract with Inframark. Mr. Crary
74 stated he believes they should approve the new form of contract, specifically so it
75 addresses the issues around payment to vendors for lack of work. Mr. Crary cited an

76 example, stating he believes it would allow Inframark to withhold payment to the
77 vendors.

78 Mr. Dugan stated when looking at the field report, and how Inframark identifies
79 concerns, there are two distinct categories; services not performed at all, and deficiencies
80 in service. Following the pond example, Mr. Dugan distinguished between no trash being
81 picked up, and some trash being picked up. Mr. Dugan stated if there are quantity of
82 performance issues, they will not dock payment, but will dock payment for work clearly
83 unrendered.

84 Mr. Crary stated this is the entire base of the issue. Mr. Crary stated Ms.
85 Montagna once described the process once deficiencies were identified. The District
86 Manager should have been made aware, who then should have withheld a portion of the
87 payment as they decided was fair.

88 Mr. Dugan stated that this contract will address those issues about paying for
89 services not performed. Mr. Dugan noted the issue of "not being happy with the quality" t
90 should be noted to the Board as well as the vendor, and should be noted in the report and
91 provided with an action plan for the Board to consider.

92 Mr. Peters and Ms. Incandela stated they do not want to sign the new contract,
93 especially if they may be switching companies or renegotiating with Inframark in the
94 future.

95 Mr. Peters asked about the outstanding ask for funds from Inframark. Ms.
96 Incandela responded Inframark already stated their position on owning none of the blame
97 and does not see any accountability by Inframark.

98 Ms. Singh mentioned Mr. Tarase's email, noting how it was stated the District re-
99 hired Blade Runners, which seems like saying the District is accountable for these
100 problems.

101 Mr. Peters stated that as a property manager, if he was overseeing a vendor and
102 paid a vendor for work not done, it would be his responsibility to make it right. It should
103 not be the CDD's responsibility. Mr. Peters reiterated his desire to explore alternate
104 options.

105 Mr. Crary asked why they would want to keep a company with a subpar contract,
106 instead of adopting a new contract with language the Board desires. Ms. Incandela stated
107 regardless of language, if Inframark is not performing as expected, signing the new
108 contract will not make any improvements. Mr. Crary stated if that is the case, they

109 should fire Inframark now. Mr. Crary said he believes the current personnel and contract
110 should be considered separately.

111 Mr. Peters asked if signing the new contract would change the situation they are
112 currently in regarding termination. Mr. Dugan responded the District would be in the
113 same position.

114 Ms. Incandela stated the contract is currently being negotiated. She does not want
115 to sign a new contract if they will have to make changes again within the next couple of
116 meetings. She wants to explore alternate options for the contract, not knowing what else
117 the Board should be asking for in the contract.

118 Mr. Crary stated Mr. Dugan should be familiar with that already and expects the
119 contract to be the best iteration it could be. Mr. Peters stated Mr. Dugan did not volunteer
120 an updated contract, despite KutakRock being the District Counsel for many years. This
121 conversation arose when the Board discovered deficiencies.

122 Mr. Crary asked how to move forward in the interim today and a new contract.
123 Ms. Incandela reiterated she still wants to look around and ask questions. Mr. Crary what
124 are the next steps are as of today. Mr. Peters advised he spoke with Mr. Dugan privately
125 to look for other options. Mr. Peters stated he has connections and will be asking other
126 Districts for opinions on their respective management companies. He does not think this
127 contract will resolve the real issues, and doesn't see the point of signing this.

128 Mr. Crary stated he wants to be clear on the next steps. Mr. Dugan stated he can
129 provide names of alternative management companies or Districts for the Supervisors to
130 reach out to.

131 Ms. Incandela stated she is frustrated. She has been on the Board for a long time,
132 and does not like what she has been seeing lately from Inframark.

133 Mr. Crary stated he does not see how Supervisors are meant to vet other
134 companies as they cannot communicate. Mr. Mena advised they could divvy up the
135 references for each Supervisor to call. Mr. Crary said he believes they should create a list
136 of questions as a Board. It was mentioned the next meeting is on May 2, 2024, and the
137 Board can explore this topic more.

138 Mr. Rodriguez wants to ensure Mr. Dugan addresses the issue of reimbursement.
139 Mr. Dugan stated Inframark has voluntarily agreed to issue credits or refunds when they
140 discover faults on their own. Mr. Rodriguez stated he does not want this to slip through
141 the cracks and wants to recover money; he wants it written into the contract the company

142 should be held accountable. Mr. Dugan advised he can propose some language on this
 143 topic. Mr. Rodriguez stated the main issue is Inframark is failing and they are not taking
 144 ownership. He wants to explore refunding and being made whole. The Board stated they
 145 do not think Inframark will entertain refunding any money at this time. Ms. Incandela
 146 stated things might get better, and the District may want to retain Inframark, but will
 147 eventually need to circle back to the refund issue.

148 Mr. Crary stated Inframark has already stated they would not agree to this
 149 language, which leaves only the option of termination.

150 Mr. Dugan stated he will try to compile contact information of local Managers
 151 from other companies, so the Board can focus on specific replacements.

152 Ms. Singh asked if there was anything in the contract about the management
 153 company subcontracting work after the project was awarded, should the Board be
 154 notified. Specifically regarding the Inframark sidewalk project, where Inframark subbed
 155 out this work. Mr. Dugan responded no, it would need to be specified in the project
 156 contract and normal language allows subcontractors, but the subcontractors are the
 157 responsibility of the project vendor. Mr. Dugan stated language can be added that would
 158 include notification of sub-contractors.

159 Mr. Dugan asked if the Board would like to change from the alternating meeting
 160 schedule that is workshops and schedules, to monthly meetings. He advised monthly
 161 meetings would allow the Board to make decisions monthly rather than wait an additional
 162 month to address issues that arise at the workshop.

163 Ms. Incandela stated she is concerned about the requirement for audience
 164 comments in regular meetings and how much time audience comments add to the
 165 meetings. Mr. Mena mentioned comments should be restricted to agenda items, but this is
 166 not enforced.

167 The Board discussed the pros and cons of meetings and workshops. Mr. Mena
 168 advised meetings are actionable, and workshops are not.

169
 170 **FIFTH ORDER OF BUSINESS** **Supervisor Requests**

171 There were none at this time.

172
 173
 174
 175
 176
 177

178 **SIXTH ORDER OF BUSINESS** **Adjournment**
179 The meeting adjourned at 7:37 p.m.

180

181

182

183

184 _____
Assistant Secretary

Chair/ Vice Chair

BRIGHTON LAKES
Community Development District

Financial Report

March 31, 2024

Prepared by:



BRIGHTON LAKES
 Community Development District

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BRIGHTON LAKES
Community Development District

Financial Statements

(Unaudited)

March 31, 2024

Balance Sheet
March 31, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	SERIES 2022-1 DEBT SERVICE FUND	SERIES 2022-2 DEBT SERVICE FUND	SERIES 2022-1 CAPITAL PROJECTS FUND	TOTAL
ASSETS						
Cash - Checking Account	\$ 233,286	\$ -	\$ -	\$ -	\$ -	\$ 233,286
Due From Other Funds	-	8,125	12,214	6,606	2	26,947
Investments:						
Money Market Account	2,152,641	-	-	-	-	2,152,641
SBA Account	13,960	-	-	-	-	13,960
Construction Fund	-	-	-	-	779,228	779,228
Reserve Fund	-	21,789	-	-	-	21,789
Revenue Fund	-	203,073	305,505	162,189	-	670,767
Prepaid Items	2,156	-	-	-	-	2,156
TOTAL ASSETS	\$ 2,402,043	\$ 232,987	\$ 317,719	\$ 168,795	\$ 779,230	\$ 3,900,774
LIABILITIES						
Accounts Payable	\$ 19,059	\$ -	\$ -	\$ -	\$ -	\$ 19,059
Due To Other Funds	26,947	-	-	-	-	26,947
TOTAL LIABILITIES	46,006	-	-	-	-	46,006

Balance Sheet
March 31, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	SERIES 2022-1 DEBT SERVICE FUND	SERIES 2022-2 DEBT SERVICE FUND	SERIES 2022-1 CAPITAL PROJECTS FUND	TOTAL
<u>FUND BALANCES</u>						
Nonspendable:						
Prepaid Items	2,156	-	-	-	-	2,156
Restricted for:						
Debt Service	-	232,987	317,719	168,795	-	719,501
Capital Projects	-	-	-	-	779,230	779,230
Assigned to:						
Operating Reserves	240,549	-	-	-	-	240,549
Reserves - Capital Projects	732,771	-	-	-	-	732,771
Reserves - Clubhouse	31,865	-	-	-	-	31,865
Reserves - Field	91,995	-	-	-	-	91,995
Reserves - Landscape	190,967	-	-	-	-	190,967
Reserves - Recreation Facilities	101,817	-	-	-	-	101,817
Reserves - Roadways	350,094	-	-	-	-	350,094
Unassigned:	613,823	-	-	-	-	613,823
TOTAL FUND BALANCES	\$ 2,356,037	\$ 232,987	\$ 317,719	\$ 168,795	\$ 779,230	\$ 3,854,768
TOTAL LIABILITIES & FUND BALANCES	\$ 2,402,043	\$ 232,987	\$ 317,719	\$ 168,795	\$ 779,230	\$ 3,900,774

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
REVENUES					
Interest - Investments	\$ 30,000	\$ 15,000	\$ 53,711	\$ 38,711	179.04%
Room Rentals	50	25	47	22	94.00%
Interest - Tax Collector	52	35	2,831	2,796	5444.23%
Special Assmnts- Tax Collector	1,207,552	1,144,951	1,143,251	(1,700)	94.68%
Special Assmnts- Discounts	(48,302)	(45,798)	(44,664)	1,134	92.47%
Other Miscellaneous Revenues	-	-	36	36	0.00%
Gate Bar Code/Remotes	1,500	750	985	235	65.67%
Access Cards	100	50	-	(50)	0.00%
TOTAL REVENUES	1,190,952	1,115,013	1,156,197	41,184	97.08%

EXPENDITURES

Administration

P/R-Board of Supervisors	14,400	7,200	6,400	800	44.44%
FICA Taxes	1,102	551	490	61	44.46%
ProfServ-Arbitrage Rebate	600	-	-	-	0.00%
ProfServ-Engineering	35,000	17,500	24,105	(6,605)	68.87%
ProfServ-Legal Services	35,000	17,500	27,213	(9,713)	77.75%
ProfServ-Mgmt Consulting	58,973	29,486	29,487	(1)	50.00%
ProfServ-Property Appraiser	387	387	338	49	87.34%
ProfServ-Special Assessment	5,305	2,652	2,210	442	41.66%
ProfServ-Trustee Fees	7,758	4,041	4,041	-	52.09%
Auditing Services	3,600	3,600	3,800	(200)	105.56%
Website Compliance	2,000	1,000	794	206	39.70%
Communication - Telephone	14,000	7,000	7,468	(468)	53.34%
Postage and Freight	1,200	600	156	444	13.00%
Insurance - General Liability	18,756	14,067	9,682	4,385	51.62%
Printing and Binding	1,500	750	46	704	3.07%
Legal Advertising	2,500	1,250	212	1,038	8.48%
Miscellaneous Services	500	250	2,047	(1,797)	409.40%
Misc-Assessment Collection Cost	24,151	22,899	21,972	927	90.98%
Office Supplies	250	125	-	125	0.00%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	227,157	131,033	140,636	(9,603)	61.91%

Field

ProfServ-Field Management	42,632	21,316	21,316	-	50.00%
ProfServ - Field Management Onsite Staff	61,991	30,996	27,796	3,200	44.84%
Contracts-Landscape	217,848	108,924	108,924	-	50.00%
Electricity - General	82,000	41,000	30,889	10,111	37.67%
Utility - Water & Sewer	7,000	3,500	1,141	2,359	16.30%
R&M-Common Area	60,000	30,000	6,898	23,102	11.50%
R&M-Irrigation	15,000	7,500	17,930	(10,430)	119.53%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
R&M-Lake	32,280	16,140	20,900	(4,760)	64.75%
R&M-Trees and Trimming	6,000	-	450	(450)	7.50%
R&M-Bush Hogging	6,000	3,000	3,000	-	50.00%
Misc-Contingency	750	375	630	(255)	84.00%
Total Field	531,501	262,751	239,874	22,877	45.13%
<u>Gatehouse</u>					
Contracts-Security Services	74,574	37,287	37,843	(556)	50.75%
R&M-Gate	3,000	1,500	2,280	(780)	76.00%
Total Gatehouse	77,574	38,787	40,123	(1,336)	51.72%
<u>Capital Expenditures & Projects</u>					
Capital Reserve	263,100	-	108,494	(108,494)	41.24%
Total Capital Expenditures & Projects	263,100	-	108,494	(108,494)	41.24%
<u>Road and Street Facilities</u>					
R&M-Roads & Alleyways	15,000	10,000	25	9,975	0.17%
R&M-Sidewalks	5,000	2,500	-	2,500	0.00%
R&M-Signage	1,000	500	1,563	(1,063)	156.30%
Total Road and Street Facilities	21,000	13,000	1,588	11,412	7.56%
<u>Community Center</u>					
Contracts-Security Services	61,028	30,514	30,417	97	49.84%
R&M-Clubhouse	15,000	7,500	2,972	4,528	19.81%
R&M-Pools	25,872	12,936	21,878	(8,942)	84.56%
Miscellaneous Services	3,500	1,750	-	1,750	0.00%
Capital Projects	5,068	-	-	-	0.00%
Total Community Center	110,468	52,700	55,267	(2,567)	50.03%
TOTAL EXPENDITURES	1,230,800	498,271	585,982	(87,711)	47.61%
Excess (deficiency) of revenues Over (under) expenditures	(39,848)	616,742	570,215	(46,527)	-1430.98%
<u>OTHER FINANCING SOURCES (USES)</u>					
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)	\$ 616,742	\$ 570,215	\$ (46,527)	-1430.98%
FUND BALANCE, BEGINNING (OCT 1, 2023)	1,785,822	1,785,822	1,785,822		
FUND BALANCE, ENDING	\$ 1,745,974	\$ 2,402,564	\$ 2,356,037		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ 4	\$ 2	\$ 1,316	\$ 1,314	32900.00%
Special Assmnts- Tax Collector	220,651	209,212	208,901	(311)	94.67%
Special Assmnts- Discounts	(8,826)	(8,128)	(8,161)	(33)	92.47%
TOTAL REVENUES	211,829	201,086	202,056	970	95.39%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessment Collection Cost	4,413	4,185	4,015	170	90.98%
Total Administration	4,413	4,185	4,015	170	90.98%
<u>Debt Service</u>					
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	27,878	27,708	170	12.96%
Excess (deficiency) of revenues Over (under) expenditures	(1,969)	173,208	174,348	1,140	-8854.65%
<u>OTHER FINANCING SOURCES (USES)</u>					
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)	\$ 173,208	\$ 174,348	\$ 1,140	-8854.65%
FUND BALANCE, BEGINNING (OCT 1, 2023)	58,639	58,639	58,639		
FUND BALANCE, ENDING	\$ 56,670	\$ 231,847	\$ 232,987		

BRIGHTON LAKES
Community Development District

Debt Service Schedules

March 31, 2024

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 1,225	\$ 613	\$ 1,126	\$ 513	91.92%
Special Assmnts- Tax Collector	331,754	314,556	314,089	(467)	94.68%
Special Assmnts- Discounts	(13,270)	(12,582)	(12,271)	311	92.47%
TOTAL REVENUES	319,709	302,587	302,944	357	94.76%
EXPENDITURES					
Administration					
Misc-Assessment Collection Cost	6,635	6,292	6,036	256	90.97%
Total Administration	6,635	6,292	6,036	256	90.97%
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	50,567	50,311	256	15.66%
Excess (deficiency) of revenues Over (under) expenditures	(1,476)	252,020	252,633	613	-17116.06%
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)	\$ 252,020	\$ 252,633	\$ 613	-17116.06%
FUND BALANCE, BEGINNING (OCT 1, 2023)	65,086	65,086	65,086		
FUND BALANCE, ENDING	\$ 63,610	\$ 317,106	\$ 317,719		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 400	\$ 200	\$ 510	\$ 310	127.50%
Special Assmnts- Tax Collector	179,405	170,104	169,851	(253)	94.67%
Special Assmnts- Discounts	(7,176)	(6,805)	(6,636)	169	92.47%
TOTAL REVENUES	172,629	163,499	163,725	226	94.84%
EXPENDITURES					
Administration					
Misc-Assessment Collection Cost	3,588	3,402	3,264	138	90.97%
Total Administration	3,588	3,402	3,264	138	90.97%
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	24,059	23,921	138	13.84%
Excess (deficiency) of revenues Over (under) expenditures	(272)	139,440	139,804	364	-51398.53%
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)	\$ 139,440	\$ 139,804	\$ 364	-51398.53%
FUND BALANCE, BEGINNING (OCT 1, 2023)	28,991	28,991	28,991		
FUND BALANCE, ENDING	\$ 28,719	\$ 168,431	\$ 168,795		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$ -	\$ 30,269	\$ 30,269	0.00%
TOTAL REVENUES	-	-	30,269	30,269	0.00%
EXPENDITURES					
Debt Service					
Impr - Paving	-	-	417,906	(417,906)	0.00%
Total Debt Service	-	-	417,906	(417,906)	0.00%
TOTAL EXPENDITURES	-	-	417,906	(417,906)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	-	(387,637)	(387,637)	0.00%
Net change in fund balance	\$ -	\$ -	\$ (387,637)	\$ (387,637)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)	-	-	1,166,867		
FUND BALANCE, ENDING	\$ -	\$ -	\$ 779,230		

Notes to the Financial Statements

March 31, 2024

General Fund

▶ **Assets**

- **Cash and Investments** - The District has one Money Market and Checking account with Bank United (See Cash & Investments Report for further details) and one trust fund account with the State Board of Administration.
- **Due From Other Funds** - Assessment collected by tax collector to be paid in May.
- **Prepaid Items** - April pool maintenance.

▶ **Liabilities**

- **Accounts Payable** - Invoices for current month not paid in current month.
- **Due To Other Funds** - Assessments collected by tax collector. Payments to US Bank transferred in May.

▶ **Fund Balance**

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

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

Notes to the Financial Statements

March 31, 2024

Financial Overview / Highlights

- ▶ Total Non-Ad valorem special assessments are 95% collected and total revenue is 97% of adopted budget.
- ▶ Other Miscellaneous Revenue - Site One Landscape - partial refund for invoice #39790.
- ▶ General Fund expenditures are 48% of the Adopted budget.
- ▶ Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% YTD Budget	Explanation
Expenditures				
<u>Administrative</u>				
ProfServ-Engineering	\$ 35,000	\$ 24,105	69%	Roadway repaving project & access Juneberry way.
ProfServ-Legal Services	\$ 35,000	\$ 27,213	78%	CDD meetings & Roadway resurfacing project.
ProfServ-Property Appraiser	\$ 387	\$ 338	87%	Non Ad-Valorem assessment for tax roll.
ProfServ-Trustee Fees	\$ 7,758	\$ 4,041	52%	Trustee fees for series 2017.
Auditing Services	\$ 3,600	\$ 3,800	106%	Grau FY23 audit engagement letter not to exceed \$3,800.
Communication - Telephone	\$ 14,000	\$ 7,468	53%	Fees for Charter Communications & Century Link YTD.
Insurance - General Liability	\$ 18,756	\$ 9,685	52%	Third installment was paid in March.
Miscellaneous Services	\$ 500	\$ 2,047	409%	Email & domain renewals.
Annual District Filing Fee	\$ 175	\$ 175	100%	Filing fees paid in full.
<u>Field</u>				
ProfServ - Field Mngmnt Onsite Staff	\$ 61,991	\$ 27,796	45%	Onsite vacancy credit (\$3,200) given in Feb'24.
R&M-Irrigation	\$ 15,000	\$ 17,930	120%	Inspections, spray head & main line repairs.
R&M-Lake	\$ 32,280	\$ 20,900	65%	Monthly fees including debris removal service.
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.
<u>Capital Expenditures & Projects</u>				
Capital Reserve	\$ 263,100	\$ 108,494	41%	Roof & sidewalk repairs.
<u>Road and Street Facilities</u>				
R&M-Signage	\$ 1,000	\$ 1,563	156%	New aluminum & vinyl signs YTD.
<u>Community Center</u>				
Contracts-Security Services	\$ 61,028	\$ 30,417	50%	Monthly fee based on number of hours worked.
R&M - Pools	\$ 25,872	\$ 21,878	85%	Monthly pool service plus miscellaneous repairs.

BRIGHTON LAKES
Community Development District

Supporting Schedules

March 31, 2024

BRIGHTON LAKES
Community Development District

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

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION BY FUND			
					General Fund	Series 2017 Debt Service Fund	Series 2022-1 Debt Service Fund	Series 2022-2 Debt Service Fund
Assessments Levied FY 2024				\$ 1,939,361	\$ 1,207,552	\$ 220,651	\$ 331,754	\$ 179,405
Allocation %				100%	62.27%	11.38%	17.11%	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
02/08/24	1,303	41	27	1,371	854	156	235	127
02/08/24	30,141	680	615	31,436	19,574	3,577	5,378	2,908
03/08/24	674	-	14	688	428	78	118	64
03/08/24	22,573	259	461	23,293	14,503	2,650	3,985	2,155
TOTAL	\$ 1,729,073	\$ 71,732	\$ 35,287	\$ 1,836,092	\$ 1,143,251	\$ 208,901	\$ 314,089	\$ 169,851
% COLLECTED				95%	95%	95%	95%	95%
Total O/S				\$ 103,268	\$ 64,301	\$ 11,749	\$ 17,665	\$ 9,553

Cash and Investment Report

March 31, 2024

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>INVESTMENT TYPE</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
<u>GENERAL FUND</u>					
Checking Account - Operating	BankUnited	Public Funds Checking	N/A	0.00%	\$ 233,286 ⁽¹⁾
Money Market Account	BankUnited	MMA	N/A	5.25%	\$ 2,152,641
Operating Account- Fund A	SBA	Local Gov. Surplus Trust Fund	N/A	5.52%	\$ 13,960
				GF Subtotal	<u>\$ 2,399,887</u>
<u>DEBT SERVICE FUNDS</u>					
Series 2017 Reserve Account	US Bank	Open-Ended CP	N/A	5.35%	\$ 21,789
Series 2017 Revenue Account	US Bank	Open-Ended CP	N/A	5.35%	\$ 203,073
Series 2022-1 Revenue Fund	US Bank	Open-Ended CP	N/A	4.93%	\$ 305,505
Series 2022-2 Revenue Fund	US Bank	Open-Ended CP	N/A	4.93%	\$ 162,189
				DS Subtotal	<u>\$ 692,556</u>
<u>CAPITAL PROJECTS FUNDS</u>					
Series 2022-1 Construction Fund	US Bank	Open-Ended CP	N/A	4.93%	\$ 779,228
				CP Subtotal	<u>\$ 779,228</u>
				Total	<u><u>\$ 3,871,671</u></u>

Note (1) - Transferring \$14K to US Bank for Debt Service in May.

Bank Account Statement

Brighton Lakes CDD

JKHATIBLOU

Bank Account Statement: Bank Account No.: 9878, Statement No.: 03-24

Currency Code

Statement Date	03/31/24	Statement Balance	251,347.42
Balance Last Statement	339,062.74	Outstanding Bank Transactions	0.00
Statement Ending Balance	251,347.42	Subtotal	251,347.42
		Outstanding Checks	-18,061.17
G/L Balance at 03/31/24	233,286.25	Bank Account Balance	233,286.25

Transaction Date	Type	Document No.	Description	Value Date	Applied Entries	Applied Amount	Statement Amount
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Outstanding Checks

Posting Date	Document Type	Check No.	Description	Statement Amount
03/14/24	Payment	1124	Magnosec Corp	-2,352.00
03/18/24	Payment	1127	Fast Signs	-407.32
03/18/24	Payment	1128	Home Depot	-59.40
03/21/24	Payment	1131	Crosscreek Environmental Inc	-3,250.00
03/25/24	Payment	1132	Hanson, Walter & Associates	-1,482.50
03/26/24	Payment	1134	Blade Runners	-3,055.00
03/26/24	Payment	1135	Crosscreek Environmental Inc	-3,250.00
03/26/24	Payment	1136	Home Depot	-279.99
03/26/24	Payment	1137	Hoovers Pumping Systems	-963.55
03/26/24	Payment	1138	Magnosec Corp	-2,352.00
03/26/24	Payment	1139	Painting Tampa Bay LLC	-609.41

Quantity	11	Total	-18,061.17
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**BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Brighton Lakes Community Development District
Osceola County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Brighton Lakes Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

March 26, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Brighton Lakes Community Development District, Osceola County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$9,149,924.
- The change in the District's total net position in comparison with the prior fiscal year was \$63,038, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September, 2023, the District's governmental funds reported combined ending fund balances of \$3,125,290, a decrease of (\$2,396,407) in comparison with the prior fiscal year. The total fund balance is non-spendable for deposits, restricted for debt service and capital projects, assigned to reserves, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: **1)** government-wide financial statements, **2)** fund financial statements, and **3)** notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

1) Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management), maintenance and recreation functions.

2) Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

2) Fund Financial Statements (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains four governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service series 2022, debt service series 2017 fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

3) Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2023	2022
Current and other assets	\$ 3,157,029	\$ 5,556,636
Capital assets, net of depreciation	12,870,935	10,900,460
Total assets	<u>16,027,964</u>	<u>16,457,096</u>
Deferred outflows of resources	<u>148,553</u>	<u>167,123</u>
Current liabilities	105,593	114,333
Long-term liabilities	<u>6,921,000</u>	<u>7,423,000</u>
Total liabilities	<u>7,026,593</u>	<u>7,537,333</u>
Net position		
Net investment in capital assets	6,098,488	3,644,583
Restricted	1,245,729	3,803,682
Unrestricted	<u>1,805,707</u>	<u>1,638,621</u>
Total net position	<u>\$ 9,149,924</u>	<u>\$ 9,086,886</u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The District’s net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District’s investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District’s net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District’s other obligations.

The District’s net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2023	2022
Revenues:		
Program revenues	\$ 1,992,247	\$ 1,584,947
General revenues	76,509	23,278
Total revenues	<u>2,068,756</u>	<u>1,608,225</u>
Expenses:		
General government	268,977	229,199
Maintenance and operations	1,345,442	1,307,245
Recreation	187,722	178,049
Interest	203,577	189,000
Cost of debt issuance	-	208,482
Total expenses	<u>2,005,718</u>	<u>2,111,975</u>
Change in net position	63,038	(503,750)
Net position - beginning	<u>9,086,886</u>	<u>9,590,636</u>
Net position - ending	<u>\$ 9,149,924</u>	<u>\$ 9,086,886</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$2,005,718. The costs of the District’s activities were primarily funded by program revenues. Program revenues, comprised primarily of assessments, increased during the fiscal year. In total, expenses increased from the prior year. The majority of the decrease in expenses results from bond issuance costs in the prior fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had \$25,190,817 invested in capital assets for its governmental activities. In the government-wide financial statements accumulated depreciation of \$12,319,882 has been taken, which resulted in a net book value of \$12,870,935. More detailed information about the District’s capital assets is presented in the notes of the financial statements.

CAPITAL ASSETS AND DEBT ADMINISTRATION (Continued)

Capital Debt

At September 30, 2023, the District had \$6,921,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEARS BUDGET

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Brighton Lakes Community Development District's Finance Department at 210 N. University Drive, Suite 702, Coral Springs, Florida 33071.

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

	Governmental Activities
ASSETS	
Cash	\$ 1,795,165
Investments	13,576
Due from other government	14,169
Deposits	19,883
Restricted assets:	
Investments	1,314,236
Capital assets:	
Nondepreciable	3,381,378
Depreciable, net	<u>9,489,557</u>
Total assets	<u>16,027,964</u>
 DEFERRED OUTFLOW OF RESOURCES	
Deferred amount on refunding	<u>148,553</u>
Total deferred outflows of resources	<u>148,553</u>
 LIABILITIES	
Accounts payable and accrued expenses	31,739
Accrued interest payable	73,854
Non-current liabilities:	
Bonds payable, due within one year	516,000
Bonds payable, due in more than one year	<u>6,405,000</u>
Total liabilities	<u>7,026,593</u>
 NET POSITION	
Net investment in capital assets	6,098,488
Restricted for debt service	78,863
Restricted for capital projects	1,166,866
Unrestricted	<u>1,805,707</u>
Total net position	<u>\$ 9,149,924</u>

See notes to the financial statements

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Functions/Programs	Expenses	Program Revenues			Net (Expense)
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes in Net Position
Primary government:					
Governmental activities:					
General government	\$ 268,977	\$ 268,977	\$ -	\$ -	\$ -
Maintenance and operations	1,345,442	706,365	-	-	(639,077)
Recreation	187,722	187,722	-	-	-
Interest on long-term debt	203,577	704,849	5,872	118,462	625,606
Total governmental activities	<u>2,005,718</u>	<u>1,867,913</u>	<u>5,872</u>	<u>118,462</u>	<u>(13,471)</u>
General revenues:					
					66,762
					9,747
					<u>76,509</u>
					63,038
					9,086,886
					<u>\$ 9,149,924</u>

See notes to the financial statements

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Major Funds			Capital Projects	Total Governmental Funds
	General	Debt Service Series 2022	Debt Service Series 2017		
ASSETS					
Cash	\$ 1,795,165	\$ -	\$ -	\$ -	\$ 1,795,165
Investments	13,576	90,343	57,027	1,166,866	1,327,812
Due from other government	8,822	3,735	1,612	-	14,169
Deposits	19,883	-	-	-	19,883
Total assets	<u>\$ 1,837,446</u>	<u>\$ 94,078</u>	<u>\$ 58,639</u>	<u>\$ 1,166,866</u>	<u>\$ 3,157,029</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued liabilities	\$ 31,739	\$ -	\$ -	\$ -	\$ 31,739
Total liabilities	<u>31,739</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>31,739</u>
Fund balances:					
Nonspendable:					
Deposits	19,883	-	-	-	19,883
Restricted for:					
Debt service	-	94,078	58,639	-	152,717
Capital projects	-	-	-	1,166,866	1,166,866
Assigned to:					
Operating reserve	101,437	-	-	-	101,437
Reserves - capital projects	732,771	-	-	-	732,771
Reserves - clubhouse	31,865	-	-	-	31,865
Reserves - field	91,995	-	-	-	91,995
Reserves - landscape	190,967	-	-	-	190,967
Reserves - recreation facilities	101,817	-	-	-	101,817
Reserves - roadways	350,094	-	-	-	350,094
Unassigned	184,878	-	-	-	184,878
Total fund balances	<u>1,805,707</u>	<u>94,078</u>	<u>58,639</u>	<u>1,166,866</u>	<u>3,125,290</u>
Total liabilities and fund balances	<u>\$ 1,837,446</u>	<u>\$ 94,078</u>	<u>\$ 58,639</u>	<u>\$ 1,166,866</u>	<u>\$ 3,157,029</u>

See notes to the financial statements

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

Fund balance - governmental funds		\$ 3,125,290
<p>Amounts reported for governmental activities in the statement of net position are different because:</p>		
<p>Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.</p>		
Cost of capital assets	25,190,817	
Accumulated depreciation	<u>(12,319,882)</u>	12,870,935
<p>Deferred charges on refunding of long-term debt are shown as deferred outflows/inflows of resources in the government-wide financial statements; however, this amount is not reported in the governmental fund financial statements.</p>		
		148,553
<p>Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.</p>		
Accrued interest payable	(73,854)	
Bonds and notes payable	<u>(6,921,000)</u>	<u>(6,994,854)</u>
Net position of governmental activities		<u>\$ 9,149,924</u>

See notes to the financial statements

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Major Funds			Capital Projects	Total Governmental Funds
	General	Debt Service Series 2022	Debt Service Series 2017		
REVENUES					
Assessments	\$ 1,163,064	492,327	\$ 212,522	\$ -	\$ 1,867,913
Miscellaneous	9,747	-	-	-	9,747
Interest income	66,762	5,336	536	118,462	191,096
Total revenues	<u>1,239,573</u>	<u>497,663</u>	<u>213,058</u>	<u>118,462</u>	<u>2,068,756</u>
EXPENDITURES					
Current:					
General government	260,226	6,112	2,639	-	268,977
Maintenance and operations	560,741	-	-	-	560,741
Gatehouse	86,679	-	-	-	86,679
Community center	101,043	-	-	-	101,043
Debt Service:					
Principal	-	345,000	157,000	-	502,000
Interest	-	138,059	52,488	-	190,547
Capital outlay	63,798	-	-	2,691,378	2,755,176
Total expenditures	<u>1,072,487</u>	<u>489,171</u>	<u>212,127</u>	<u>2,691,378</u>	<u>4,465,163</u>
Excess (deficiency) of revenues over (under) expenditures	167,086	8,492	931	(2,572,916)	(2,396,407)
Fund balances - beginning	<u>1,638,621</u>	<u>85,586</u>	<u>57,708</u>	<u>3,739,782</u>	<u>5,521,697</u>
Fund balances - ending	<u>\$ 1,805,707</u>	<u>\$ 94,078</u>	<u>\$ 58,639</u>	<u>\$ 1,166,866</u>	<u>\$ 3,125,290</u>

See notes to the financial statements

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Net change in fund balances - total governmental funds	\$(2,396,407)
Amounts reported for governmental activities in the statement of activities different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	2,755,176
Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.	(784,701)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statements but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	502,000
Amortization of deferred amounts on refunding are not recognized in the governmental fund financial statements but are reported as an expense in the statement of activities.	(18,570)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>5,540</u>
Change in net position of governmental activities	<u><u>\$ 63,038</u></u>

See notes to the financial statements

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Brighton Lakes Community Development District ("District") was created on April 12, 2000 by Ordinance No. 00-09 of Osceola County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by owners of property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments, including debt service assessments along with operation and maintenance assessments, are non-ad valorem special assessments imposed on all lands located within the District and benefited by the District's activities, operation and maintenance. Assessments are levied and certified for collection by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Funds

The debt service funds are used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity**Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District’s cash and cash equivalents are considered to be cash on hand and demand deposits.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

The State Board of Administration’s (“SBA”) Local Government Surplus Funds Trust Fund (“Florida PRIME”) is a “2a-7 like” pool. A “2a-7 like” pool is an external investment pool that is not registered with the Securities and Exchange Commission (“SEC”) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC’s Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Furniture, fixtures and equipment	7 – 15
Infrastructure	30
Improvements other than buildings	10 – 20

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Assets, Liabilities and Net Position or Equity (Continued)**Capital Assets (Continued)

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Refunding of Debt

For current refunding and advance refunding resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized ratably as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. In connection with the refunding, \$18,570 was recognized as a component of interest expense in the current fiscal year.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Assets, Liabilities and Net Position or Equity (Continued)****Fund Equity/Net Position (Continued)**

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District’s cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District’s investments were held as follows at September 30, 2023:

	Amortized cost	Credit Risk	Maturities
First American Government Obligation Fund Class Y	\$ 1,257,209	S&P AAAm	Weighted average of the fund portfolio: 24 days
US Bank N.A. Commercial Paper	57,027	S&P A-1+	Open ended
Florida Prime	13,576	S&P AAAm	Weighted average of the fund portfolio: 35 days
	\$ 1,327,812		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool’s participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District’s investments have been reported at amortized cost above.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)**Investments (Continued)**

External Investment Pool – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.” With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2023, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 690,000	\$ -	\$ -	\$ 690,000
Construction in progress - paving project	-	2,691,378	-	2,691,378
Total capital assets, not being depreciated	690,000	2,691,378	-	3,381,378
Capital assets, being depreciated				
Furniture, fixtures and equipment	70,539	11,280	-	81,819
Infrastructure	19,050,809	-	-	19,050,809
Improvements other than buildings	2,624,293	52,518	-	2,676,811
Total capital assets, being depreciated	21,745,641	63,798	-	21,809,439
Less accumulated depreciation for:				
Furniture, fixtures and equipment	64,723	2,298	-	67,021
Infrastructure	9,445,423	642,749	-	10,088,172
Improvements other than buildings	2,025,035	139,654	-	2,164,689
Total accumulated depreciation	11,535,181	784,701	-	12,319,882
Total capital assets, being depreciated, net	10,210,460	(720,903)	-	9,489,557
Governmental activities capital assets, net	\$ 10,900,460	\$ 1,970,475	\$ -	\$ 12,870,935

Depreciation expense was charged to the maintenance and operations function.

NOTE 6 – LONG-TERM LIABILITIES

Series 2017

On September 12, 2017, the District issued \$2,327,000 of Special Assessment Revenue Refunding Notes Series 2017 due May 1, 2031, with subject to adjustment interest rate of 3.25%. The Bonds were issued for the primary purpose of refunding the District's outstanding Series 2007 Special Assessment Refunding Bonds, (the "refunded Bonds") and pay certain costs associated with the issuance of the Bonds. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2018 through May 1, 2031.

The Series 2017 Bonds are subject to redemption at the option of the District as outlined in the Bond Indenture. The Series 2017 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established debt service reserve requirements as well as other restrictions and requirements for procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2023.

Series 2022-1

On March 1, 2022, the District issued \$3,925,000 of Special Assessment Bonds Series 2022-1 due May 1, 2037, with a fixed interest rate of 2.39%. The Bonds were issued to finance the construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2022 and the principal on the bonds is to be paid serially commencing May 1, 2023 through May 01, 2037.

The Series 2022-1 Bonds are subject to redemption at the option of the District as outlined in the Bond Indenture. The Series 2022-1 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture does not establish debt service reserve requirements.

Series 2022-2

On March 1, 2022, the District issued \$1,963,000 of Special Assessment Refunding Bonds, Series 2022-2 due on May 1, 2035 and fixed interest rates of 2.35%. The Bonds were issued to currently refund all of the District's outstanding 2015 Bonds. Interest is to be paid semiannually on each May 1 and November 1 and the principal is to be paid serially on each May 1 commencing May 1, 2022.

The Series 2022-2 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture does not establish debt service reserve requirements.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2017	\$ 1,615,000	\$ -	\$ 157,000	\$ 1,458,000	\$ 162,000
Series 2022-1	3,925,000	-	220,000	3,705,000	226,000
Series 2022-2	1,883,000	-	125,000	1,758,000	128,000
Total	<u>\$ 7,423,000</u>	<u>\$ -</u>	<u>\$ 502,000</u>	<u>\$ 6,921,000</u>	<u>\$ 516,000</u>

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2024	\$ 516,000	\$ 177,248	\$ 693,248
2025	529,000	163,573	692,573
2026	545,000	149,546	694,546
2027	559,000	135,087	694,087
2028	574,000	120,243	694,243
2029-2033	2,683,000	370,728	3,053,728
2034-2037	1,515,000	83,405	1,598,405
Total	<u>\$ 6,921,000</u>	<u>\$ 1,199,830</u>	<u>\$ 8,120,830</u>

NOTE 7 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 8 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There was a settled claim during the past three years.

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	<u>Original & Final</u>			
REVENUES				
Assessments	\$ 1,159,250	\$	1,163,064	\$ 3,814
Interest	1,700		66,762	65,062
Miscellaneous	1,702		9,747	8,045
Total revenues	<u>1,162,652</u>		<u>1,239,573</u>	<u>76,921</u>
EXPENDITURES				
Current:				
General government	203,677		260,226	(56,549)
Maintenance and operations	799,471		560,741	238,730
Gatehouse	80,168		86,679	(6,511)
Community center	141,980		101,043	40,937
Capital outlay	-		63,798	(63,798)
Total expenditures	<u>1,225,296</u>		<u>1,072,487</u>	<u>152,809</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ (62,644)</u>		167,086	<u>\$ 229,730</u>
OTHER FINANCING SOURCES				
Use of fund balance	62,644		-	(62,644)
Total other financing sources (uses)	<u>62,644</u>		<u>-</u>	<u>(62,644)</u>
Net change in fund balances	<u>\$ -</u>		167,086	<u>\$ 167,086</u>
Fund balance - beginning			<u>1,638,621</u>	
Fund balance - ending			<u>\$ 1,805,707</u>	

See notes to required supplementary information

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED**

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	8
Employee compensation	0
Independent contractor compensation	\$682,231
Construction projects to begin on or after October 1; (>\$65K)	\$2,691,378
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$1,607.92 Debt service - Series 2017 \$586.06 - \$976.76 Debt service - Series 2022-1 & 2 \$441.75 - \$538.75
Special assessments collected	\$1,867,913
Outstanding Bonds:	see Note 6 for details



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
 REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
 OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
 GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
 Brighton Lakes Community Development District
 Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Brighton Lakes Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 26, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 26, 2024



Grau & Associates
 CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
 REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
 RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
 Brighton Lakes Community Development District
 Osceola County, Florida

We have examined Brighton Lakes Community Development District, Osceola County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Brighton Lakes Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

March 26, 2024



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
 Brighton Lakes Community Development District
 Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Brighton Lakes Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 26, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 26, 2024, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Brighton Lakes Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Brighton Lakes Community Development District, Osceola County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

March 26, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.



Quarterly Compliance Audit Report

Brighton Lakes

Date: March 2024 - 1st Quarter

Prepared for: Sandra Demarco

Developer: Inframark

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

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

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

Compliance Criteria

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



ADA Website Accessibility

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



Florida Statute Compliance

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

Audit Process

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

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

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



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

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

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

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



Florida F.S. 189.069 Requirements

Result: **PASSED**

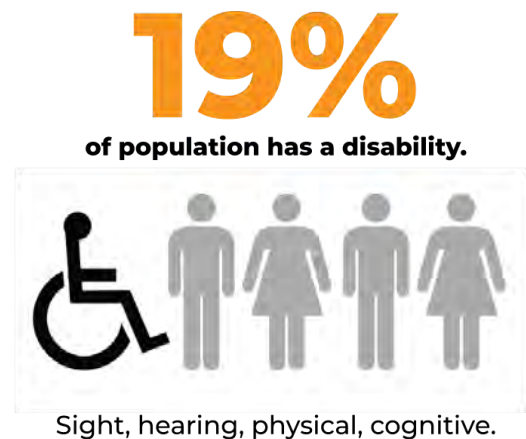
Compliance Criteria

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

Accessibility overview

Everyone deserves equal access.

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



The legal and right thing to do

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



ADA Compliance Categories

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



Contrast and colors

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

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



Using semantics to format your HTML pages

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



Text alternatives for non-text content

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

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



Ability to navigate with the keyboard

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

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

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



Easy to navigate and find information

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

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



Properly formatting tables

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

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



Making PDFs accessible

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

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



Making videos accessible

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

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



Making forms accessible

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

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



Alternate versions

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



Feedback for users

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



Other related requirements

No flashing

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

Timers

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

Fly-out menus

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

No pop-ups

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

Web Accessibility Glossary

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

BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT

Annual Operating Budget
Fiscal Year 2025

Proposed Budget V2
(Printed on 04/23/24 @ 2:00 PM)

Prepared by:



BRIGHTON LAKES
Community Development District

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BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT

Operating Budget

Fiscal Year 2025

BRIGHTON LAKES
Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2022	FY 2023	BUDGET	THRU	April-	PROJECTED	BUDGET
			FY 2024	Mar-24	Sep-24	FY 2024	FY 2025
REVENUES							
Interest - Investments	\$ 6,104	\$ 65,529	\$ 30,000	\$ 53,711	\$ 54,006	\$ 107,717	\$ 75,000
Room Rentals	122	65	50	47	47	94	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	1,143,251	64,301	1,207,552	1,207,552
Special Assmnts- Discounts	(45,239)	(44,488)	(48,302)	(44,664)	-	(44,664)	(48,302)
Other Miscellaneous Revenues	4,529	6,950	-	36	36	72	-
Gate Bar Code/Remotes	2,834	2,732	1,500	985	990	1,975	1,500
Access Cards	-	-	100	-	100	100	100
Insurance Reimbursements	9,689	-	-	-	-	-	-
TOTAL REVENUES	1,182,202	1,239,573	1,190,952	1,156,197	119,481	1,275,678	1,238,700

EXPENDITURES

Administrative

P/R-Board of Supervisors	15,000	11,200	14,400	6,400	8,000	14,400	14,400
FICA Taxes	1,148	857	1,102	490	612	1,102	1,102
ProfServ-Arbitrage Rebate	-	-	600	-	600	600	600
ProfServ-Engineering	52,000	78,211	35,000	24,105	10,895	35,000	35,000
ProfServ-Legal Services	29,400	42,399	35,000	27,213	27,363	54,576	35,000
ProfServ-Mgmt Consulting Serv	57,255	57,255	58,973	29,487	29,486	58,973	58,973
ProfServ-Property Appraiser	379	387	387	338	49	387	387
ProfServ-Special Assessment	5,305	5,305	5,305	2,210	3,095	5,305	5,305
ProfServ-Trustee Fees	7,758	11,044	7,758	4,041	7,004	11,045	11,045
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	7,468	7,509	14,977	14,000
Postage and Freight	762	469	1,200	156	157	313	1,200
Insurance - General Liability	12,123	18,493	18,756	9,682	9,074	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	2,047	-	2,047	2,000
Misc-Assessmnt Collection Cost	14,065	14,439	24,151	21,972	2,179	24,151	24,151
Office Supplies	-	-	250	-	250	250	-
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	224,178	260,226	227,157	140,636	111,220	251,856	235,644

Field

ProfServ-Field Management	42,632	42,632	42,632	21,316	21,316	42,632	42,632
ProfServ-Field Management - Onsite Staff	62,166	61,991	61,991	27,796	34,195	61,991	61,991
Contracts-Landscape	217,848	217,848	217,848	108,924	108,924	217,848	222,682
Electricity - General	62,454	67,772	82,000	30,889	31,059	61,948	82,000
Utility - Water & Sewer	7,327	6,707	7,000	1,141	1,147	2,288	7,000
R&M-Common Area	64,604	11,511	60,000	6,898	53,102	60,000	60,000
R&M-Irrigation	18,019	11,721	15,000	17,930	-	17,930	20,000

BRIGHTON LAKES
Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2022	FY 2023	BUDGET	THRU	April-	PROJECTED	BUDGET
			FY 2024	Mar-24	Sep-24	FY 2024	FY 2025
R&M Lake	27,474	33,480	32,280	20,900	11,380	32,280	45,000
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	12,000
Misc-Contingency	2,787	437	750	630	120	750	750
Total Field	514,013	473,099	531,501	239,874	269,793	509,667	560,055
Gatehouse							
Contracts-Security Services	76,794	75,312	74,574	37,843	36,731	74,574	74,574
R&M-Gate	14,783	11,367	3,000	2,280	2,293	4,573	10,000
Total Gatehouse	91,577	86,679	77,574	40,123	39,024	79,147	84,574
Capital Expenditures & Projects							
Capital Reserve	-	63,798	263,100	108,494	-	108,494	263,100
Total Capital Expenditures & Projects	-	63,798	263,100	108,494	-	108,494	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	1,563	-	1,563	2,000
Total Road and Street Facilities	12,305	87,643	21,000	1,588	19,975	21,563	22,000
Community Center							
Contracts-Security Services	50,378	52,687	61,028	30,417	30,584	61,001	63,000
R&M-Clubhouse	5,659	18,561	15,000	2,972	2,988	5,960	10,000
R&M-Pools	26,325	22,694	25,872	21,878	21,998	43,876	30,000
Miscellaneous Services	4,110	7,101	3,500	-	3,500	3,500	3,500
Capital Projects	-	19,883	-	-	-	-	-
Capital Reserve	-	-	5,068	-	-	-	10,545
Total Community Center	86,472	120,926	110,468	55,267	59,071	114,338	117,045
TOTAL EXPENDITURES	928,545	1,092,371	1,230,800	585,982	499,082	1,085,064	1,282,419
Excess (deficiency) of revenues							
Over (under) expenditures	253,657	147,202	(39,848)	570,215	(379,601)	190,614	(43,719)
Net change in fund balance	253,657	147,202	(39,848)	570,215	(379,601)	190,614	(43,719)
FUND BALANCE, BEGINNING	1,384,966	1,638,621	1,785,823	1,785,823	-	1,785,823	1,976,435
FUND BALANCE, ENDING	\$ 1,638,623	\$ 1,785,823	\$ 1,745,974	\$ 2,356,037	\$ (379,601)	\$ 1,976,435	\$ 1,932,716

Budget Narrative
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.

Budget Narrative
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.

Budget Narrative
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 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.

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 Filing 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.

Budget Narrative
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.

Budget Narrative
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.

Budget Narrative
Fiscal Year 2025

EXPENDITURES- Community Center (continued)

Capital Reserve

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

BRIGHTON LAKES
Community Development District

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2025	\$ 1,976,435
Net Change in Fund Balance - Fiscal Year 2025	(43,719)
Reserves - Fiscal Year 2025	273,645
Total Funds Available (Estimated) - 09/30/2025	2,206,361

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital		213,736 ⁽¹⁾
Capital Reserve - Prior Year	995,871 ⁽²⁾	
Less: FY 2024 Expenditures:	(108,494)	
Capital Reserve - FY25	<u>263,100</u>	1,150,477
Clubhouse - Prior Year	36,933 ⁽²⁾	
Clubhouse - FY25	<u>10,545</u>	47,478
Field		91,995 ⁽³⁾
Landscape		190,967 ⁽³⁾
Recreation Facilities		101,817 ⁽³⁾
Roadways		350,094 ⁽³⁾
Total Allocation of Available Funds		2,146,565

Total Unassigned (undesignated) Cash	\$ 59,796
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Notes

- (1) Represents approximately 2 months of operating expenditures.
- (2) Motion to assign fund balance as of 09/30/23 - Approved by board and FY24 budget.
- (3) Motion to assign fund balance as of 09/30/23 - Approved by board.

BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT

Debt Service Budgets

Fiscal Year 2025

BRIGHTON LAKES
Community Development District

Series 2017 Debt Service

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 Mar-24	PROJECTED April- Sep-24	TOTAL PROJECTED FY 2024	ANNUAL BUDGET FY 2025
REVENUES							
Interest - Investments	\$ 4	\$ 536	\$ 4	\$ 1,316	\$ 1,842	\$ 3,158	\$ 2,400
Special Assmnts- Tax Collector	220,324	220,651	220,651	208,901	11,750	220,651	220,651
Special Assmnts- Discounts	(8,266)	(8,129)	(8,826)	(8,161)	-	(8,161)	(8,826)
TOTAL REVENUES	212,062	213,058	211,829	202,056	13,592	215,648	214,225
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	2,568	2,639	4,413	4,015	398	4,413	4,413
Total Administrative	2,568	2,639	4,413	4,015	398	4,413	4,413
<i>Debt Service</i>							
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	27,708	186,090	213,798	213,533
Excess (deficiency) of revenues Over (under) expenditures	66	931	(1,969)	174,348	(172,498)	1,850	692
Net change in fund balance	66	931	(1,969)	174,348	(172,498)	1,850	692
FUND BALANCE, BEGINNING	57,641	57,707	58,639	58,639	-	58,639	60,489
FUND BALANCE, ENDING	\$ 57,707	\$ 58,639	\$ 56,671	\$ 232,987	\$ (172,498)	\$ 60,489	\$ 61,181

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

BRIGHTON LAKES
Community Development District

Series 2022-1 Debt Service

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 Mar-24	PROJECTED April- Sep-24	TOTAL PROJECTED FY 2024	ANNUAL BUDGET FY 2025
REVENUES							
Interest - Investments	\$ 178	\$ 3,593	\$ 1,225	\$ 1,126	\$ 1,576	\$ 2,702	\$ 1,500
Special Assmnts- Tax Collector	9,491	331,754	331,754	314,089	17,665	331,754	331,754
Special Assmnts- Discounts	66	(12,222)	(13,270)	(12,271)	-	(12,271)	(13,270)
TOTAL REVENUES	9,735	323,125	319,709	302,944	19,241	322,185	319,984
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	191	3,967	6,635	6,036	599	6,635	6,635
Total Administrative	191	3,967	6,635	6,036	599	6,635	6,635
<i>Debt Service</i>							
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	50,311	270,874	321,185	320,783
Excess (deficiency) of revenues Over (under) expenditures	(4,267)	5,350	(1,476)	252,633	(251,633)	1,000	(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)	252,633	(251,633)	1,000	(799)
FUND BALANCE, BEGINNING	-	59,736	65,086	65,086	-	65,086	66,086
FUND BALANCE, ENDING	\$ 59,736	\$ 65,086	\$ 63,610	\$ 317,719	\$ (251,633)	\$ 66,086	\$ 65,287

BRIGHTON LAKES
Community Development District

Series 2022-1 Debt Service

AMORTIZATION SCHEDULE

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

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

BRIGHTON LAKES
Community Development District

Series 2022-2 Debt Service

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 Mar-24	PROJECTED April- Sep-24	TOTAL PROJECTED FY 2024	ANNUAL BUDGET FY 2025
REVENUES							
Interest - Investments	\$ 78	\$ 1,743	\$ 400	\$ 510	\$ 714	\$ 1,224	\$ 750
Special Assmnts- Tax Collector	-	179,405	179,405	169,851	9,554	179,405	179,405
Special Assmnts- Discounts	-	(6,610)	(7,176)	(6,636)	-	(6,636)	(7,176)
TOTAL REVENUES	78	174,538	172,629	163,725	10,268	173,993	172,978
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	(1,588)	2,145	3,588	3,264	324	3,588	3,588
Total Administrative	(1,588)	2,145	3,588	3,264	324	3,588	3,588
<i>Debt Service</i>							
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	23,921	148,980	172,901	172,893
Excess (deficiency) of revenues			-				
Over (under) expenditures	(157,259)	3,142	(272)	139,804	(138,712)	1,092	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)	139,804	(138,712)	1,092	85
FUND BALANCE, BEGINNING	-	25,850	28,991	28,991	-	28,991	30,083
FUND BALANCE, ENDING	\$ 25,850	\$ 28,991	\$ 28,719	\$ 168,795	\$ (138,712)	\$ 30,083	\$ 30,168

BRIGHTON LAKES
Community Development District

Series 2022-2 Debt Service

AMORTIZATION SCHEDULE

Special Assessment Refunding Bond, Series 2022-2

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			5,722	5,722	
5/1/2033	487,000	159,000	2.350%	5,722	164,722	170,445
11/1/2033	328,000			3,854	3,854	
5/1/2034	328,000	162,000	2.350%	3,854	165,854	169,708
11/1/2034	166,000			1,951	1,951	
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

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.

BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT

Supporting Budget Schedules

Fiscal Year 2025

BRIGHTON LAKES
Community Development District

All Funds

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

Product	General Fund 001			2017A DS Per Unit			2022-1 DS Per Unit			2022-2 DS Per Unit			Total Assessments per Unit				Units
	FY 2025	FY 2024	Percent Change	FY 2025	FY 2024	Percent Change	FY 2025	FY 2024	Percent Change	FY 2025	FY 2024	Percent Change	FY 2025	FY 2024	Dollar Change	Percent 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

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Brighton Lakes Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:
 DATE: July 11, 2024
 HOUR: 6:00 p.m.
 LOCATION: Brighton Lakes Recreation Center, 4250 Brighton Lakes Blvd., Kissimmee, FL 34746
3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least sixty (60) days prior to the hearing set above.
4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.
5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. **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.
7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 2nd DAY OF May, 2024.

ATTEST:

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT AND
BLADE RUNNERS COMMERCIAL LANDSCAPING ORLANDO, LLC**

THIS 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*, located in Osceola County, Florida, whose address is 313 Campus Street, Celebration, Florida 34747 (the “District”), and

BLADE RUNNERS COMMERCIAL LANDSCAPING ORLANDO, LLC, a Florida limited liability company, whose address is 19 N. Texas Avenue, Orlando, Florida 32805 (the “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a Price Proposal Form, attached hereto as **Exhibit A** and incorporated herein by reference (the “Price Quotation”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor shall provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and attached Exhibits.
- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C.** The Contractor shall provide the specific professional services as shown in Section 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit B** in the designated areas as shown in the maintenance map attached hereto as **Exhibit C**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Attached Exhibits are intended to clarify the Price Quotation and Scope of Services to be provided herein; to the extent that any other provisions of the Exhibits conflict with the provisions of this Agreement, this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement. Tree pruning and trimming services beyond the minimum required in the Scope of Services shall be performed pursuant to the Tree Pruning and Trimming Practices and Standards of Brighton Lakes, which are attached hereto as **Exhibit G** and incorporated herein by this reference.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing one or more persons to act as the District's Representative with respect to the services to be performed under this Agreement. The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. Any oversight by a District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

(1) The District hereby designates its Field Inspector, currently Inframark, LLC, and the CDD Landscape and Maintenance Liaison, currently Denny Hisler, to act jointly as its representatives. As a point of clarity, the Contractor shall meet and communicate with both the Field Inspector and the CDD Landscape and Maintenance Liaison. For example, any email sent to one representative shall include the other representative as an email recipient.

(2) The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

(3) The Contractor agrees to meet with the District Representatives no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

(4) The Contractor agrees to complete and return to the District Representatives on a weekly basis a checklist in the form prepared by the District. The initial form is attached hereto as **Exhibit D**. The District reserves the right to revise or modify the frequency or form of the checklist from time to time, and will provide the Contractor with any such revised or modified checklist. The Contractor shall complete the checklist to reflect the Scope of Services, as amended or supplemented by all duly executed amendments or Work Authorizations.

(5) In addition to the checklist, the Contractor shall provide the District with a full report identifying monthly maintenance and unscheduled maintenance activities for the previous month(s). This report is referred to in the Scope of Services as the Highlight Report. The Highlight Report shall be provided to the District Manager prior to each regularly scheduled meeting of the District Board of Supervisors and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues. The Highlight Report shall report on maintenance activities and issues as applicable to the Scope of Services, as amended or supplemented by all duly executed amendments or Work Authorizations. The Highlight Report shall include a summary of deficiencies, if any, for the previous month(s), including a summary of whether the deficiency was resolved with the Contractor pursuant to the provisions of Section 4.F. herein.

(6) The Contractor shall have a representative attend the regularly scheduled meetings of the District Board of Supervisors to provide an oral report regarding the Highlight Report and checklist, including, generally, the current conditions of the Landscape and Irrigation Maintenance Areas.

(7) The Contractor acknowledges its understanding that the District has separately hired an independent contractor to perform aquatic maintenance services, and Contractor shall consult the District Representatives regarding any questions specific to this Agreement that may overlap with the area maintenance by the District's aquatic maintenance services contractor, specifically including pond banks.

D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services within two (2) weeks of any such Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days. Contractor shall coordinate with the District Representatives to timely complete all such services. In the event that Contractor is unable to complete all scheduled services within a two-week period due to extensive time lost due to Rain Days, Contractor agrees to negotiate a price adjustment to the monthly compensation amount identified herein in good faith with the District for that particular month. If the District and Contractor cannot agree on the amount of price adjustment, the District may exercise its rights to setoffs or fines in according with this Section 4.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Contractor further understands and acknowledges that there are school children who may be traversing to and from school during regular school hours. Contractor shall use all due care to protect the safety school children who

may be traversing to and from school, while Contractor is still on-site and performing the services herein, by being cognizant of their presence and prioritizing their safety.

F. Deficiencies.

(1) If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor through a written report. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District Representatives, the Contractor shall take such actions as are necessary to address the deficiencies within the specified time period, or if no time is specified then within seven (7) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the applicable time period, the District Representatives shall report this information to the District Manager to determine whether to withhold some or all of Contractor's payments under this Agreement in accordance with Florida's Prompt Payment Act, Part IV of Chapter 218, Florida Statutes. The District Manager shall provide this information to the District's Board.

(2) Without limiting the District's remedies in any way, upon consideration of the information provided to the Board pursuant to subsection 4.F.(1) herein and the Highlight Report, at the next regularly scheduled Board meeting, the District shall have the right to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation identified herein; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. If the District takes any action described in the preceding sentence, the District shall provide written notice of such action to the Contractor.

G. Warranty. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

H. Covenant. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

I. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

5. COMPENSATION; TERM.

A. As compensation for the Services as described in this Agreement and as further described in Exhibits to this Agreement, the District agrees to pay Contractor Eighteen Thousand One Hundred Ninety-Three Dollars (\$18,193) in monthly payments for the period between April 1, 2024, through, September 30, 2024 (“Initial Term”).

B. Work shall commence on or about April 1, 2024, and end September 30, 2024, unless terminated earlier in accordance with Section 14 below.

C. At the end of the Initial Term, the Agreement shall automatically renew for subsequent 1-year terms pursuant to the same contract provisions as the initial term for as many renewals as permitted under the Rules of the District, unless terminated pursuant to the termination provisions herein.

D. If the District should desire to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The District shall prepare such addendum, addenda, or change order(s). Contractor shall not provide services to additional lands until such agreement is evidenced in writing. Fees for maintenance of any additional lands not included in the initial scope shall be negotiated between the District and the Contractor and agreed upon in writing.

E. If the District should desire additional work or services or Contractor has recommended repairs or additional work not within the scope of this Agreement, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a Work Authorization under this Agreement. Contractor shall not provide such additional services until such Work Authorization is evidenced and executed by both parties in writing. Fees for any additional services shall be negotiated between the District and the Contractor and agreed upon in writing. The District may rely on rates provided by the Contractor to the District in its bid submission shown in Exhibit A, at the discretion of the District. The Contractor shall be responsible for preparing all Work Authorizations in the form attached hereto as **Exhibit E** and submitting to the District for consideration. The Contractor agrees that the District

shall not be liable for the payment of any work or services (including irrigation repair work) unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

E. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

F. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide. The Contractor may not submit an invoice for services that were not performed.

G. Contractor's compensation may be offset under certain circumstances pursuant to the terms of Section 4 herein. Payment disputes shall be governed by Florida's Prompt Payment Act, Part IV of Chapter 218, *Florida Statutes*.

6. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Contractual Liability Insurance with limits of not less than \$2,000,000 for general aggregate and \$2,000,000 for bodily injury and property damage (combined each occurrence).

vi. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) with a limit not less than \$1,000,000.

B. The District, its staff, consultants, agents and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. The initial Certificate shall be attached to this Agreement when available as **Exhibit F**. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without sixty (60) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives (each an "**Indemnified Party**" and collectively the "**Indemnified Parties**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the Indemnified Parties, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify an Indemnified Party for the an Indemnified Party's percentage of fault if the Indemnified Party is adjudged to be more than 50% at fault for any claims against the Indemnified Party and Contractor as jointly liable parties; however, Contractor shall indemnify the Indemnified Party for any and all percentage of fault attributable to Contractor for claims against the Indemnified Party, regardless whether the Indemnified Party is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest accrued, all as incurred.

8. BACKGROUND CHECKS. The Contractor shall conduct background checks on any and all of its employees who will or may be providing landscape and irrigation maintenance services at the District. Contractor shall provide proof of same, if requested by the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances (“**Laws and Regulations**”). If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District’s property free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor’s performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary

for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: 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

B. If to the Contractor: Blade Runners Commercial Landscaping Orlando, LLC
 19 N. Texas Avenue
 Orlando, Florida 32805
 Attn: Juan Ramirez

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

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-566-1935, sandra.demarco@inframark.com, OR AT 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. E-VERIFY. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in

the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**BLADE RUNNERS COMMERCIAL
LANDSCAPING ORLANDO, LLC**, a Florida
limited liability company

By: _____

Print Name: _____

By: _____

Its: _____

- Exhibit A:** Price Quotation
- Exhibit B:** Scope of Services
- Exhibit C:** Maintenance Map
- Exhibit D:** Checklist
- Exhibit E:** Form of Work Authorization
- Exhibit F:** Certificate of Insurance
- Exhibit G:** Tree Pruning and Trimming Practices for Brighton Lakes

**EXHIBIT A
PRICE QUOTATION**

Brighton Lakes Community Development District

**Official Proposal Form for
Solicitation of Proposals for Landscape and Irrigation
Maintenance Services**

Name of Proposer: Blade Runners Commercial Landscaping Orlando, LLC

In accordance with the solicitation of proposals issued by the Brighton Lakes Community Development District, the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>184,800</u>
2. Shrub and Groundcover Maintenance	\$ <u>16,800</u>
3. Tree Maintenance	\$ <u>1,500</u>
4. General Site Maintenance: Trash and Debris Disposal	\$ <u>3,600</u>
5. Irrigation System	\$ <u>5,400</u>
6. Pest Control	\$ <u>6,216</u>

Total Yearly Cost for the first year of the above items:	\$ <u>218,316</u>
Year 2	\$ <u>21. \$222,682</u>
Year 3	\$ <u>21. \$227,135</u>
Year 4 (optional)	\$ _____
Year 5 (optional)	\$ _____
Five-Year Grand Total	\$ _____

Extra Services Pricing (not included in the Annual Grand Total)

7. Seasonal Color Maintenance/Installation (price per rotation)		\$ <u>450</u>
Price Per 4-Inch Plant		\$ <u>2.25</u>
8. Mulch Application, Section 4.2.5 <i>Premium Brown Shredded Hardwood</i>		
<i>(price per occurrence)</i>		\$ <u>24,000</u>
Number of Cubic Yards	<u>500</u>	
Price per cubic yard	\$ <u>48</u>	
Total		\$ <u>24,000</u>
9. TopChoice Fire Ant Control (price per Acre)		\$ <u>125</u>
10. Bush Hogging Quarterly, Section		\$ <u>3,000</u>
11. Fertilization of Turf, Section 4.1.5(i)		\$ <u>1,016</u>
12. Fertilization of Groundcover, Section 4.2.3(i)		\$ <u>225</u>
13. Pest Control of Turf, Section 4.1.6(a)		\$ <u>1,050</u>
14. Pest Control of Groundcover, Section 4.2.4(c)		\$ <u>390</u>
15. Pest Control of Tree, Section 4.3.3		\$ <u>680</u>
16. Selective Pruning, Balling, and Shaping of Trees, Section 4.3.1		\$ <u>26,700</u>

One time a year (Palms and Oak Trees)

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Juan P. Ramirez

Title of Authorized Signatory of Proposer: President

Signature of Authorized Signatory of Proposer: 

EXHIBIT B
SCOPE OF SERVICES

EXHIBIT B**Scope of Services**

1. Project Scope
 - 1.1 General Overview
 - 1.2 CDD Development

2. General Contractor Requirements and Procedures
 - 2.1 Operation Procedures
 - 2.2 Key Personnel
 - 2.3 Personnel Dress Code
 - 2.4 Personnel Conduct
 - 2.5 Safety Program
 - 2.6 Subcontractors
 - 2.7 Consultants
 - 2.8 Document Control and Data Maintenance
 - 2.9 District Managership of Data
 - 2.10 Quality Control

3. Coordination
 - 3.1 General Coordination
 - 3.2 Contractor's Field Supervisor

4. Scheduled Operations and Maintenance
 - 4.1 Turf Care
 - 4.2 Shrubs/Ground Cover Care
 - 4.3 Tree Care
 - 4.4 Irrigation System
 - 4.5 Litter Removal

5. Unscheduled Maintenance and Repairs
 - 5.1 General
 - 5.2 Damaged Facilities
 - 5.3 Emergency Repairs
 - 5.4 Unscheduled Maintenance
 - 5.5 Seasonal Color Rotations

6. Response Time
 - 6.1 General
 - 6.2 Emergency Response Program

1. **PROJECT SCOPE**

The Contractor shall provide landscape, irrigation and general grounds maintenance for Brighton Lakes. The following is a project overview describing the limits of work within Brighton Lakes Community Development District (“CDD” or “District”).

1.1 **General Overview**

Brighton Lakes CDD is located in Osceola County, FL. It is a planned residential community.

1.2 **Community Development Districts (CDD)**

The CDD areas to be included in this maintenance Scope of Services are generally defined as all the public lands within the District. District map will be attached.

2. **GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES**

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

2.1 **Operation Procedures**

The services outlined within the Scope of Services are required to be done between the hours of 7:00 a.m. and 5:00 p.m., no more than five (5) days a week, Monday through Friday, unless specified otherwise or directed by the District Manager.

2.1.1 Operation of leaf blowers shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m.

2.1.2 The Contractor may submit a request for additional operation time, in response to poor weather conditions. The request must be submitted to the District Manager, who has the sole authority for approving such requests, pursuant to the terms of the Landscape and Irrigation Maintenance Services Agreement.

2.1.3 The District Manager will designate where Contractor’s crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the District Manager.

2.2 **Key Personnel**

2.2.1 All work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District Manager.

2.2.2 Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

2.2.3 Contractor shall provide one (1) on-site Field Supervisor who is knowledgeable of the Contractor’s daily activities when performed at the site to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations. This Field Supervisor shall serve as the point of contact between the District Manager and Contractor. The Field Supervisor shall be responsible for coordinating all scheduled services with the District Manager and for the timely scheduling of unscheduled maintenance services.

2.3 **Personnel Dress Code**

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the District Manager is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

2.4 **Personnel Conduct**

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Brighton Lakes community and any other customer/party associated with the Brighton Lakes Project are knowledgeable of the Project and the Services the Contractor is performing.

2.5 **Safety Program**

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida (“State”) and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor’s expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include but is not limited to items necessary to protect its employees and the general public, if applicable. This shall include all necessary PPE to be worn at all times.

2.6 **Subcontractors**

If the Contractor, as a part of the performance of its Services, elects to employ subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

2.7 **Consultants**

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

2.8 **Document Control and Data Maintenance**

2.8.1 **Document Control**

The Contractor shall keep accurate records of all documents received and, if applicable, issued by this Contractor. A document log shall be maintained during

the work of this Contractor to provide records on the information available to or from this Contractor. The log shall outline document titles and dates, the originator, received dates, and to/from information. This log shall be updated monthly and submitted to the District Manager when requested.

2.8.2 Highlight Report

The Contractor shall provide to the District Manager a highlight report, with pictures and details, identifying monthly maintenance and unscheduled maintenance activities for the previous month. The highlight report shall be provided fifteen (15) days prior to each Board meeting and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues.

2.8.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the District Manager identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the District Manager.

2.9 District Managership of Data

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the District Manager or third parties, are the sole properties of the District. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the District Manager at the conclusion of the Project, after which no copies of the data may be kept by the Contractor without the express written permission of the District.

The District Manager shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the District Manager immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the District Manager.

2.10 Quality Control

The Board will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the District for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the District Manager. All replacements shall meet the current size, specification, and quality

of surrounding related material. Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the District Manager at the Contractor's own expense. All repairs and replacements shall also occur within the time period specified by the District, or if no time is specified, then within seven (7) days of notice from the District.

3. **COORDINATION**

The Contractor shall provide coordination with the District Manager for all items associated with the requirements of this Agreement.

3.1 **General Coordination**

The Contractor shall coordinate and communicate with the District regarding this Project through its District representatives, pursuant to the terms of the Landscape and Irrigation Maintenance Service Agreement.

Coordination of the construction, operation, and general maintenance at Brighton Lakes is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with a need-to-know is crucial to the success of the Project. While all parties involved with the Brighton Lakes Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Landscaping and Maintenance Liaison
- CDD Aquatic Maintenance Contractor
- Toho Water Authority
- Osceola County and its various departments

3.2 **Contractor's Field Supervisor**

Contractor shall designate an onsite representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, daily, between the District Manager and the Contractor. This individual shall always maintain a means of being contacted by the District Manager (cellular phone) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the District Manager of this daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by District Manager.

4. **SCHEDULED OPERATIONS AND MAINTENANCE**

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, and litter removal as required in this Agreement. The Contractor certifies that the Contractor has made a complete site inspection of Brighton Lakes, specifically the areas of CDD maintenance. Attachment D includes maps identifying the general limits of CDD maintenance by area. All landscaping within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

4.1 **Turf Care**

4.1.1 Mowing

- a. All irrigated turf, located in developed areas, shall be mowed once (1) per week from March 1 through October 31 and once (1) every other week from November 1 through Feb. 28. Mowing of St. Augustine turf shall be performed at a minimum frequency of **forty-one (41) times a**

year. All Bahia turf, located in developed areas, including lake banks, shall be mowed once (1) per week from May 1 through October 31 and once (1) every other week from November 1 through April 30. Mowing of Bahia turf shall be performed at a minimum frequency of **thirty-eight (38) times** a year.

- b. Turf areas shall be cut to a height of no more than four and one-half (4.5) inches nor less than three and one-half (3.5) inches, to foster photosynthesis and healthy root development. Bahia turf areas shall be cut to a height of no more than four (4) inches nor less than three (3) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred, and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.
- h. Quarterly bush hogging behind fences per Work Authorization. See Map. Mowing of area between Devon Court and Wingfield Place is required every other week.

4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc. by the use of a mechanical edger.
 - i. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. **Edging shall be completed the same day and at the same frequency that an area is mowed.**
- b. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner and free of imperfections. **Soft surface edging shall take place two (2) times per month March through October and monthly November through February.** All plant bed edges shall be maintained to the curves, as originally designed.
 - i. **AT NO TIME SHALL CHEMICAL EDGING BE USED TO EDGE LANDSCAPE BEDS OR TREE RINGS**
- c. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- d. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance, clippings shall not be blown or swept into drainage basins or ponds.

- e. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the District Manager.

4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise non-mowable due to trees, light poles, chain-link fences, signs, rocks, culverts, and miscellaneous hardscape items shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. **Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts and for crack weeds on roadways and sidewalks.** All other chemical use will not be permitted unless approved by District Manager.

4.1.4 Weed and Disease Control

- a. The Contractor shall be responsible for developing a Horticulture Plan that will provide CDD with turf that is generally weed free. The use of pre-emergent herbicides is encouraged to attain the best results. Any reapplications required, in the District Manager's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the District Manager. Additional requirements for weed control are defined in paragraph 4.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus, and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.

4.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer, that has at least 50% or greater slow-release Nitrogen, shall be applied at least four (4) times per year for irrigated turf.
Analysis, scheduled applications, and application rates per one thousand (1,000) s.f. shall be approved by the District Manager and at a minimum

include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The maximum application rate shall be one (1) lb. of nitrogen per one thousand (1,000) s.f. per application. Any reapplications required, in the District Manager's opinion, shall be provided at the Contractor's own expense.

- i. Additional treatments may be provided as needed after approval of a Work Authorization provided to the District Manager, and will be invoiced separately after such approval. Please provide rates for fertilization as additional services as required in the official proposal form.
- b. The District Manager reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days for Phase 1 in its entirety.
- e. **All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways. Any staining to sidewalks will be the Contractors responsibility to remove at their own cost.**
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- h. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.

4.1.6 Pest Control

- a. The Contractor shall use BMP practices and standards for scouting and control of insects monthly in all turf areas. Applications are as needed as determined by the Contractor at the Contractor's expense to control and stop the spread/infestation of turf damaging insects. Any reapplications required, in the District Manager's opinion, shall be provided at the Contractor's own expense. Turf that is lost due to negligence will be replaced at the cost of the Contractor.
- b. The District Manager reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.

- i. **Please provide a cost per Acre for Top Choice Fire Ant control as additional services as required in the official proposal form.**
- c. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
- d. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- e. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire term of the Agreement.

4.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the District Manager, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the District Manager. These areas will be monitored and as directed by the District Manager, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

4.2 **Shrubs/Ground Cover Care**

4.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every four weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips. Contractor shall provide to the District Manager a sectional detailing operation map for review and approval within thirty (30) days after the Contractor's notice-to-proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill. Notwithstanding the foregoing, viburnums along Bright Lakes Blvd. shall be maintained pursuant to written instructions provided by the District Representatives and on file with the District Manager.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the District Manager.
- d. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April). Rejuvenation pruning may be needed to reset height of summer flowering shrubs such as Golden Thryallis and Fire Bush.

- e. Spring flowering shrubs shall be pruned yearly after blooming.
- f. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- g. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- h. Ground covers shall be edged and pruned to contain them within the planting beds.
- i. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the District Manager.
- j. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- k. A schedule for pruning shall be submitted within thirty (30) calendar days of the notice-to- proceed with the Services for District Manager's approval.
- l. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

4.2.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the District Manager, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed weekly (52 times) Any reapplications required, in the District Manager's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed offsite. Weeds that are three (3) inches or greater need to be hand pulled. The expectation is beds remain generally weed-free on a weekly basis.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.

4.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year. Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the District Manager's opinion, shall be provided at the Contractor's own expense.

- i. Additional treatments may be provided as needed after approval of a Work Authorization provided to the District Manager, and will be invoiced separately after such approval. Please provide rates for fertilization as additional services as required in the official proposal form.
- b. Granular Fertilizer shall be applied at a rate of one (1) pound of nitrogen per one thousand (1,000) s.f. of bed area. Liquid fertilizer requires District Manager approval.
- c. Fertilizers shall have the following:
 - i. Forty (40) percent nitrogen derived from ammonium sulfate; fifty (50) percent from controlled release.
 - ii. A ratio of nitrogen to potassium at 1 to 1.
 - iii. Two (2) percent iron - minimum.
 - iv. Two (2) percent magnesium - minimum.
 - v. One (1) percent magnesia - minimum.
 - vi. Three (3) percent phosphorous - minimum.
 - vii. Include elements of calcium, boron, copper, zinc, and phosphor.
- d. Alternative fertilizer analysis may be approved by the District Manager, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.

4.2.4 Pest and Disease Control

- a. The District Manager shall be notified one (1) week prior to any chemical application.

- i. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
- c. The Contractor shall use BMP practices and standards for scouting and control of insects in all landscape beds. Treatments will be required as needed as determined by the Contractor at the Contractor's expense to control pests and disease. The Contractor is responsible for diagnosing and controlling pest and disease, any plant material lost due to negligence will be replaced at the Contractor's expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State, and County directives on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire term of the Agreement.

4.2.5 Mulching (**Invoiced Separately**)

Mulch shall be applied by Contractor as needed, pursuant to the terms of a Work Authorization approved by the District. Contractor shall inspect all planting areas and if Contractor determines a mulch application is needed, Contractor shall provide the District with a proposal. If more than one planting area requires mulch, any associated proposal shall separately itemize the mulch per planting area. Premium brown shredded hardwood mulch shall be used in all applications. Mulch shall not exceed two (2) inches in planting areas. Mulch quantities will be determined by the Contractor in the cost proposal associated with each Work Authorization, and any shortages in mulch material will be installed by the Contractor at no additional cost to the District. Mulch applications will not be invoiced or applied without a Work Authorization. The District reserves the right to subcontract mulch applications. Please provide rates for mulch as additional services as required in the official proposal form.

4.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

4.3 Tree Care

Tree care shall pertain to all trees located in CDD common areas, identified on the Maintenance Map.

4.3.1 Pruning

- a. Removal of dead limbs and branches, **up to fifteen (15) feet**, from all Common Area trees (excluding Street Trees) shall occur two (2) times per year as directed by the District Manager. This can be achieved by using a pole saw from the ground. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the District Manager. Additional pruning and trimming beyond the required twice (2) per year may be provided as needed, only after approval of a Work Authorization provided to the District Manager and will be invoiced separately after such approval. Please provide rates for tree pruning as additional services as required in the official proposal form.

Contractor shall not perform services on Street Trees but shall notify the District Manager if the Contractor observes the Street Trees do not comply with the County Clearance Requirements pursuant to that certain *Agreement between the District and the Brighton Lakes Community Association, Inc. Regarding Street Tree Trimming* entered into January 28, 2020.

- b. Remove all sucker growth from base of trees on a regular basis. Contractor shall provide specific pruning practices and standards for each type of tree in the community for review and approval by the District Manager, and such pruning practices and standards shall be attached to the Landscape and Irrigation Maintenance Services Agreement, as an exhibit.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The District Manager shall provide specific instructions for pruning trees in buffer areas. **Vertical push backs, up to fifteen (15) feet, will take place behind homes that abut CDD maintained areas.**
- d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).

4.3.2 Fertilizer

Trees shall be fertilized as per the requirements of 4.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

4.3.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.2.4 provided that tree pest control shall be applied by the Contractor pursuant to a Work Authorization, as needed, as approved by the District. Pest control applications will not be invoiced or applied without a Work Authorization. The District reserves the right to subcontract pest control applications. Please provide rates for pest control applications as additional services as required in the official proposal form.

4.3.4 Mulch

All individual isolated trees shall have their tree ring re-mulched as per requirements of 4.2.5.

4.3.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 4.1.7.

4.4 Irrigation System

4.4.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.10. Contractor shall replace damaged materials or reimburse the District for the cost of replacement or repairs as directed by the District Manager. The District will not incur costs for irrigation line repairs on anything under two (2) inches. Mainline repairs as well as all other repairs over two (2) inches will be proposed to the District prior to repairs being completed. Invoices need to show line items of material and separate labor costs by hour.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. Any modifications to the irrigation system shall be submitted to the District Manager.

4.4.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system **no less than once (1) every month, or twelve (12) times per year**. A written report shall be furnished to the District Manager at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - Activate each zone of the existing system.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
 - Fix any broken pipes, fittings or irrigation heads the same day of inspection.
- b. Contractor shall have access to the system's computer printout data log of daily irrigation operation activities. The Contractor shall not rely solely on the data and is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.

- c. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the District Manager.
- d. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.

Please provide rates for irrigation repairs and replacements as additional services as required in the official proposal form.

4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean.

4.5 **Litter Removal**

4.5.1 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle. Including, but not limited to palm boots, Magnolia leaf debris and fruits, downed limbs and sticks, etc.

4.5.2 Road Rights-of-Way, Parks etc.

Contractor shall monitor all road rights-of-way, parks and areas each time on-site and collect any litter and dispose the litter off-site. This work shall be performed Monday through Friday each time Contractor is on-site performing services under the Contract.

5. **UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Agreement. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 **General**

The Contractor shall be responsible for all repairs within all limits of work, within the Brighton Lakes Community unless otherwise directed by the District Manager. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and District Manager's opinion are not because of Contractor negligence shall be deemed an Additional Service and shall, at the District Manager's election, be made by the Contractor upon receipt of a Work Authorization from the District Manager. When the Contractor determines that a repair is necessary, the Contractor shall submit to the District Manager a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the District Manager seven (7) calendar days in advance of the Contractor performing the Services. The District Manager shall return one executed copy of the Work

Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the District Manager, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the District Manager and if requested by the District Manager shall include copies of invoices from others providing work or materials on the repair.

5.2 Damaged Facilities

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the District Manager as soon as possible. If the District Manager elects to have the Contractor perform the repair, the District Manager shall issue a Work Authorization to the Contractor to proceed with the repair.

5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Aboveground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the District Manager.
- d. Any damage on property due to wash outs created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the District Manager.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by vandalism **ONLY** shall be reported to the District Manager immediately.

5.3 Emergency Repairs

5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Engineer, or District Manager, upon receipt of authorization by the District Manager, the Contractor shall proceed with providing all materials, labor and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the District Manager shall back charge the Contractor for the repair.

5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within eight (8) hours of notification from the District Manager. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.

5.3.3 Emergency repairs, as agreed by the District Manager, are the only repairs that will not require a Work Authorization from the District Manager.

5.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the District Manager and shall respond and complete the request within two (2) weeks or a mutually agreeable time with the District Manager. The Contractor's cost estimate to provide the work shall be approved by the District Manager prior to commencement. The Contractor shall be available and willing to provide unscheduled maintenance services, including, among others, the following:

- Raise the height of irrigation heads.
- Provide proposals for landscape material, replacements, or repairs due to vandalism or acts of God.
- Provide site clean-up (litter removal, etc.) before and after community special events.
- Provide, in late October of each year, over-seeding in undeveloped Bahia areas with Winter Rye. The Contractor shall provide seeding mix to the District Manager for approval prior to application. Any reapplications required, in the District Manager's opinion, due to poor germination or inconsistent coverage shall be provided at the Contractor's own expense.
- Provide selective weeding and pruning for existing wooded areas.

5.5 Seasonal Color Rotations

The Contractor will provide proposals for four (4) Seasonal Color rotations. The annual flowers will need to be four- (4) inch to six- (6) inch premium grade plants. Proposals will need to be provided at the request of the District Manager. The Contractor will warranty the Seasonal Color rotations for the three (3) months the plants are in the ground, ensuring continual flowering, fertilization, pest/disease control and proper watering times. The Contractor shall communicate flower selections with District Management Staff prior to installation. This only pertains to a small plot on the median of Brighton Lakes Boulevard at the intersection of Pleasant Hill Road. Annual flower installation shall be applied by Contractor, as needed, pursuant to the terms of a Work Authorization approved by the District. Annual flower installation will not be invoiced or applied without a Work Authorization. The District reserves the right to subcontract annual flower installations. Please provide rates for annual flower installation as additional services as required in the official proposal form.

6. RESPONSE TIME

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

6.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call twenty-four (24) hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this agreement.

Response time, unless otherwise directed by the District Manager, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments - varies as directed by District Manager
- Irrigation adjustments – twenty-four (24) hours

- Standard repairs - one (1) week
- Emergency repairs – eight (8) hours
- Unscheduled maintenance request - as needed, as soon as four (4) hours
- Plant material replacement - two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the District Manager shall, at the Contractor's sole expense, provide the requested services.

6.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an emergency response program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

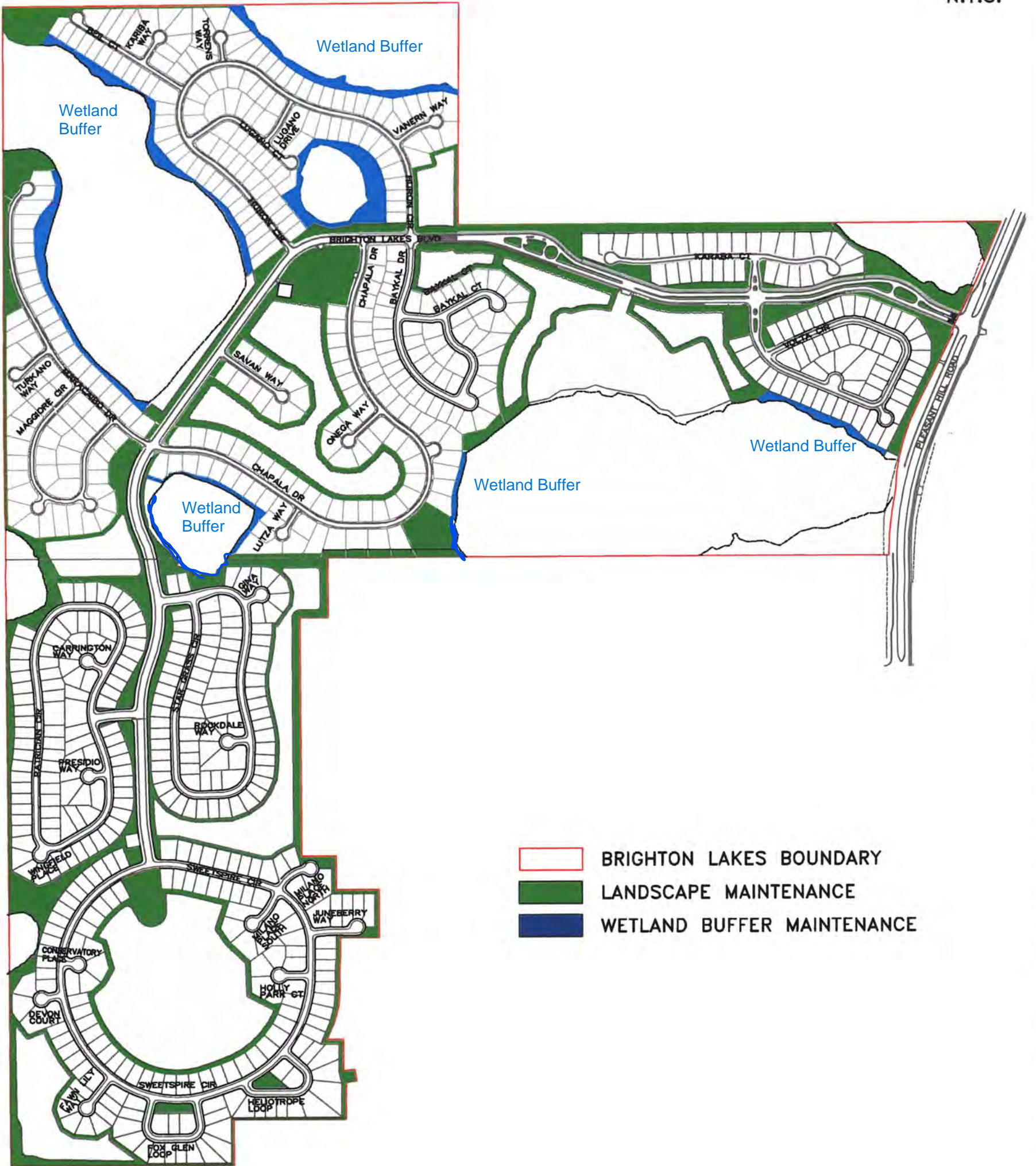
- Irrigation line breaks
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the District Manager, the Brighton Lakes community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District Manager.

END OF SCOPE OF SERVICES

**EXHIBIT C
MAINTENANCE AREA MAP**



- BRIGHTON LAKES BOUNDARY
- LANDSCAPE MAINTENANCE
- WETLAND BUFFER MAINTENANCE



400 W. EMMETT STREET, KISSIMMEE, FL 34741-5481
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 ENGINEERING, SURVEYING AND PLANNING

HWA
 Hanson, Walter & Associates, Inc.

BRIGHTON LAKES CDD

MAINTENANCE MAP

DATE 10/2013

FIGURE NO.1

C:\3780 41\ENGINEERING\CADD\DI\ANIS\LANDSCAPE MAINTENANCE EVIDIT\Brighton Lakes Landscape Maintenance Map.dwg # Oct 17 2013 8:01am # plotted by: hwanne

**EXHIBIT D
CHECKLIST**

Landscape Check List for (Month) _____ (Year) 20____						
	Item	Day (M T W R F)	Date	Section	Done (√)	Rain Day Notes (if any) Work Authorization # (if any)
I	Irrigated Turf - St Augustine - Weekly (For full weeks starting with Monday) (except November through February when it is mowed every other week)			4.1.1		
	A Mowing			4.1.1(a)		
	Week 1					
	Week 2					
	Week 3					
	Week 4					
	Week 5					
	B Hard Edging - Same Day as Mowing			4.1.2		
	Week 1					
	Week 2					
	Week 3					
	Week 4					
	Week 5					
	C Removal of Clippings - Same Day as Mowing			4.1.2(d)		
	Week 1					
	Week 2					
	Week 3					
	Week 4					
	Week 5					
II	Non-Irrigated Bahia Turf - Weekly (except for November through April when it is mowed every other week)					
	A Mowing			4.1.1(a)		
	Week 1					
	Week 2					
	Week 3					
	Week 4					
	Week 5					
	B Hard Edging - Same Day as Mowing			4.1.2		
	Week 1					
	Week 2					
	Week 3					
	Week 4					
	Week 5					
	C Removal of Clippings - Same Day as Mowing			4.1.2(d)		
	Week 1					
	Week 2					
	Week 3					
	Week 4					
	Week 5					
III	Soft Edging (Twice a month March through October - Once a month November through February)			4.1.2(b)		
	Week 1					
	Week 2					
IV	Trimming (Areas Inaccessible to Mowers)(Completed Same Day as Mowing)			4.1.3		

	St Augustine				
	Week 1				
	Week 2				
	Week 3				
	Week 4				
	Week 5				
	Bahia				
	Week 1				
	Week 2				
	Week 3				
	Week 4				
	Week 5				
V	Weed Control (If Acceptable To Contractor = √) [Contractor to list Area(s) of Application]			4.1.4(a)	
VI	Disease/Fungus Control (If Acceptable to Contractor = √) [Contractor to list Area(s) of Application]			4.1.4(b)	
VII	Pruning of Shrubs & Ground Cover				
	A Detailing of Planted Areas (Monthly)			4.2.1(a)	
	B Summer Flowering Shrubs (April)			4.2.1(d)	
	C Spring Flowering Shrubs (After Blooming)			4.2.1(e)	
	D Broad Leaf Evergreen Shrubs (Yearly)			4.2.1(f)	
	E Conifers (Yearly)			4.2.1(g)	
	F Selective Pruning to Expose Landscape Lights (As Needed)			4.2.1(l)	
	G Remove All Dead Wood (As Needed)			4.2.1(l)	
VIII	Fertilization (Turf)(Four Times Per Year)			4.1.5(a)	
	First Application				
	Second Application				
	Third Application				
	Fourth Application				
IX	Pest Control (If Acceptable To Contractor = √) [Contractor to list below the Area(s) of Application(s)]			4.1.6	
X	A Soil Tests for Turf Care and Tree Care (Listed as "As Needed")			4.1.7 and 4.3.5	
	First Test				
	Second Test				
	Third Test				
	Fourth Test				
	Fifth Test				
	Sixth Test				
	B pH Adjustments for Turf Care and Tree Care (Invoiced Separately, Work Authorization Required) [Contractor list below each adjustment]			4.1.7	
XI	Weeding (Weekly)			4.2.2(a)	
	Week 1				
	Week 2				
	Week 3				
	Week 4				

	Week 5				
XII	Fertilization (Shrubs/Ground Cover)(Three Times Per Year)(Reapplication at contractor's expense)		4.2.3		
	First Application				
	Second Application				
	Third Application				
XIII	Mulching (Invoiced Separately, Work Authorization Required)		4.2.5		
	Planting Beds		4.3.4		
	Tree Rings				
XIV	Tree Care				
	A Pruning - Removal of Dead Branches to 15 Feet (Two Times per Year)		4.3.1(a)		
	First Pruning				
	Second Pruning				
	B Pruning - Trees in Buffer areas (Two Times per Year)		4.3.1(c)		
	First Pruning				
	Second Pruning				
	C Pruning - Ornamental Trees (Yearly)		4.3.1(d)		
	Date(s) of Pruning				
	D Fertilization (Trees)(Three Times Per Year)		4.3.2		
	First Application				
	Second Application				
	Third Application				
	E Pest Control (Invoiced Separately, Work Authorization Required)		4.3.3		
	[Contractor to list below the Area(s) of Application(s)]				
XV	Quarterly Bush Hogging (Invoiced Separately, Work Authorization Required)		4.1.1.h.		
	First Service				
	Second Service				
	Third Service				
	Fourth Service				
XVI	Mowing between Devon Court and Wingfield Place (Every Other Week)		4.1.1.h.		
	Week 1				
	Week 2				
XVII	Litter Removal - Every Weekday Contractor Present (Includes all turf, roadways adjacent to turf, parks, and planting beds)		4.5.2		
	[Contractor to list below each date of litter removal for this month]				

**EXHIBIT E
FORM OF WORK AUTHORIZATION**

**WORK AUTHORIZATION NO. _____
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, 202____, authorizes additional work in accordance with the *LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT AND BLADE RUNNERS COMMERCIAL LANDSCAPING ORLAND, LLC*, dated _____, 2024 (“**Agreement**”), by and between:

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o 313 Campus Street, Celebration, Florida 34747 (“**District**”); and

BLADE RUNNERS COMMERCIAL LANDSCAPING ORLANDO, LLC, a Florida limited liability company, whose address is 19 N. Texas Avenue, Orlando, Florida 32805 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits, Amendments and Work Authorizations thereto, Contractor shall provide _____, as set forth in Contractor’s Proposal, dated _____, 202____, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”). Contractor may make changes to the scope of Additional Services without further written authorization from the District, to the extent that such changes are communicated to Contractor by District Representatives and do not increase the price of the Additional Services.

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be in the amount of _____ **Dollars (\$_____)** and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed

the day and year first above written.

ATTEST:

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**BLADE RUNNERS COMMERCIAL
LANDSCAPING ORLANDO, LLC**, a Florida
limited liability company

Witness

By: _____
Its: _____

Exhibit A: Scope of Additional Services

**EXHIBIT G
TREE PRUNING AND TRIMMING
STANDARDS AND PRACITCES
FOR BRIGHTON LAKES CDD**

<i>Tree Type</i>	<i>Pruning and Trimming Standards</i>
Oaks	Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
Crape Myrtle	Crape Myrtles shall be trimmed on the sides.*
Wax Myrtle	Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
Holly	Burford Hollies shall be kept full headed, and pruned only to bring clear trunk level to 2' above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Severe shearing into "pyramids or lollipops" shall be avoided.
Ligustrum	Hand clipped for natural form. Severe shearing into "globes" shall be avoided, unless directed by the Owner.
Magnolias	Prune only sucker growth and to maintain an attractive, clear trunk appearance.
All Palms	Condition and appearance of booted trunks shall be monitored monthly and clean-up/boot removal shall be provided as directed by the Owner. Once the fronds have drooped to a 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 9:00 to 3:00 angle. Fronds shall be removed a minimum two (2) times per year.

* Crape myrtles may be top trimmed annually with written authorization from the District Representatives which authorization will be on file with the District Manager.