

**BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

NOVEMBER 3, 2022 – 6:00 p.m.

Join on your computer or mobile app
[Click here to join the meeting](#)

Or call in (audio only)
[646-838-1601, 679937019](tel:646-838-1601)



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747

Brighton Lakes Community Development District

Board Members

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

Staff

Gabriel Mena, District Manager
Tucker Mackie, District Counsel
Mark Vincutonis/Peter Glasscock, District Engineer
Freddy Blanco, Field Manager
Dennis Hisler, CDD Landscaping & Maint. Liaison

Meeting Agenda

Thursday, November 3, 2022 at 6:00 p.m.

- 1. CALL TO ORDER and ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS [Limited to 3 Minutes]**
- 4. VENDOR REPORT**
 - A. Bladerunner
 - B. Envera
 - C. Sitex
 - D. Magnosec
- 5. HOA LIASION**
- 6. FIELD MANAGEMENT REPORTS**
 - A. Field Report
 - B. Weekly Updates
 - C. Proposals
 - i. Sitex Aquatic Agreement
 - ii. Sitex Dye Agreement
 - iii. Exercise Systems Repair Proposal
- 7. BUSINESS ADMINISTRATION**
 - A. Acceptance of the Minutes from September 1, 2022 Meeting
 - B. Acceptance of Financial Statements – September 2022
 - C. Approval of Check Register and Invoices
- 8. BUSINESS MATTERS**
 - A. Consideration of Hanson, Walter & Associates, Inc Letter of Agreement for Paving
 - B. Presentation of Proposed Rules Relating to District Facilities
 - i. Consideration of Resolution 2023-01, Designating the Date, Time, and Place of a Public Hearing for the Purpose of Adopting Rules Relating to District Facilities and Rates
 - C. Ratification of Grau and Associates Fiscal Year 2022 Audit Engagement Letter
 - D. Motion to Assign Fund Balance
- 9. STAFF REPORTS**
 - A. District Engineer
 - B. District Counsel
 - C. District Manager
- 10. SUPERVISOR REQUESTS**
- 11. ADJOURMENT**

The next scheduled meeting is on January 5, 2022 at 6:00 p.m.

District Office:
313 Campus Street
Celebration, FL 34747
407-566-1935

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

Section 5

HOA Liasion

CDD Monthly Board Report

November 3, 2022

The following is a result of inspection as of 10/15/2022

Completed Projects

- Emergency exit gate replaced with new gate
- Tall palm at entrance, was hit by lightning and snapped has been removed.
- Baykal fountain plastic trash bag found stuck on intake and repaired by Sitex.
- Broken flood light front entrance at the wall replaced.
- Ponds 3 & 4 treated and dyed and are looking good.
- Timers for fountains and lights reset after storm along with pool lights, basketball and tennis court lights. Will reset again when clocks fall back.
- Signs removed from trees at the entrance that were installed by someone buying junk cars.
- All preparations made for storm lan and returned to normal after storm
- Removed fallen CDD tree limb on homeowner property at 2601 Chapala Dr.
- **StarGrass construction looks to be complete at storm pipe**

Pending Projects

- Plants on North side of Brighton lakes bridge still need replacing.
- Mulching still incomplete.
- 2 Bushes still need to be removed at wall under Brighton Lakes before Christmas lights go up.
- Visitors entrance new light cover needs to be purchased and installed on pillar (broken)
- Ballasts need to be installed in front of new Kiosk at Kariba, Volta and main gate visitor's side
- Two Ballasts on Volta still need to be repainted Bright yellow, so someone
- Green buttons still a confusion at all Kiosks for entry
- Trampoline still needs to be removed at 2849 Sweetspire pond
- Hurricane Ian had drivers driving on grass on Brighton Lakes Blvd damaging grass, landscape and sprinkler heads.
- 2600 Magiore Circle storm drain still pushing a lot of water out.

- 3635 Kariba complaining about brush and trees in common area at rear of home, says it damaged some of his screens. Found some palm fronds on the ground far from his house, tried to explain to him that we had no access due to 3621 encroachments of 12 foot white privacy fence. (I doubt damage to screens is our fault)
- Kiddie Park at Chapala drainage ditch needs to be connected with 24 inch cement pipe under sidewalk to the curb to move water under sidewalk before it gets to a flooding level.

- Children's basketball court net needs to be replaced at the community center.
- Pleasant Hill Road sidewalk replacement, some cracked sidewalk has been marked with red paint and looks like it's identifying ones to be replaced. However many are not marked but broken (about 30) not sure who marked this. Team Fishel has not been returning Freddie's calls and not sure where we stand.
- 2475 Huron Circle (dumping in wetlands) Looks to have been cleaned up but brush is so high its hard to tell for sure and to wet to get to with tractor

Denny Hisler 

CDD Landscaping and Maintenance Liaison

CDD Board, Do Not Reply to All



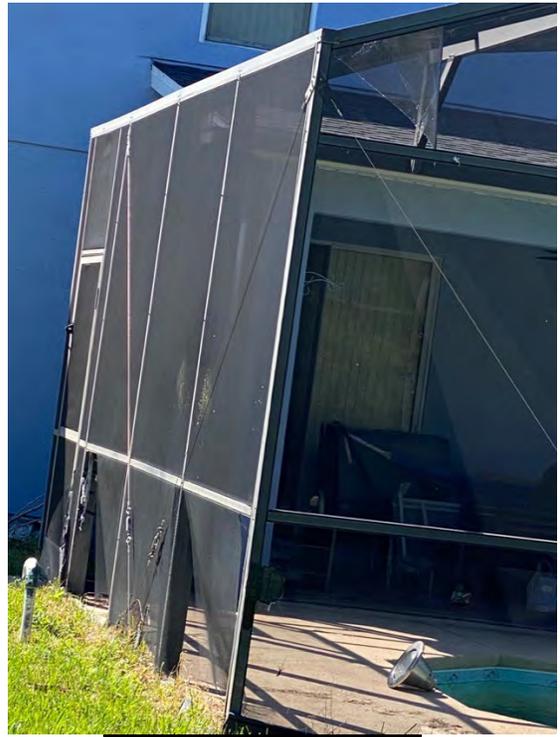






























2475 Huron rear looks to have been cleaned up





Sidewalk homeowner tripped on





Sidewalk that will probably kill tree





Section 6

Field Management Reports

Subsection 6A

Field Report

FIELD INSPECTION AFTER HURRICANE IAN

Brighton Lakes CDD

Friday, September 30, 2022

Prepared For Board Of Supervisors

19 Item Identified

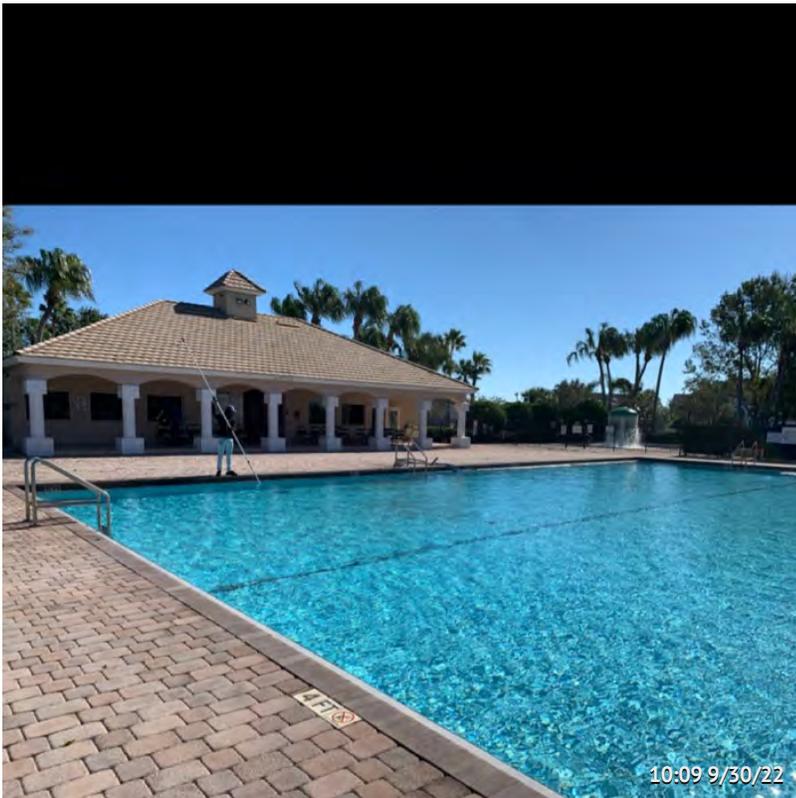
Freddy Blanco Field
Manager
Inframark





Item 1

Assigned To Board Of Supervisors
Canopy torn fabric for the winds at
the tennis courts.



Item 2

Assigned To Board Of Supervisors
Not visible damage in the pool area.



Item 3

Assigned To Board Of Supervisors
Not visible damage in the fence and
in the Basketball Court



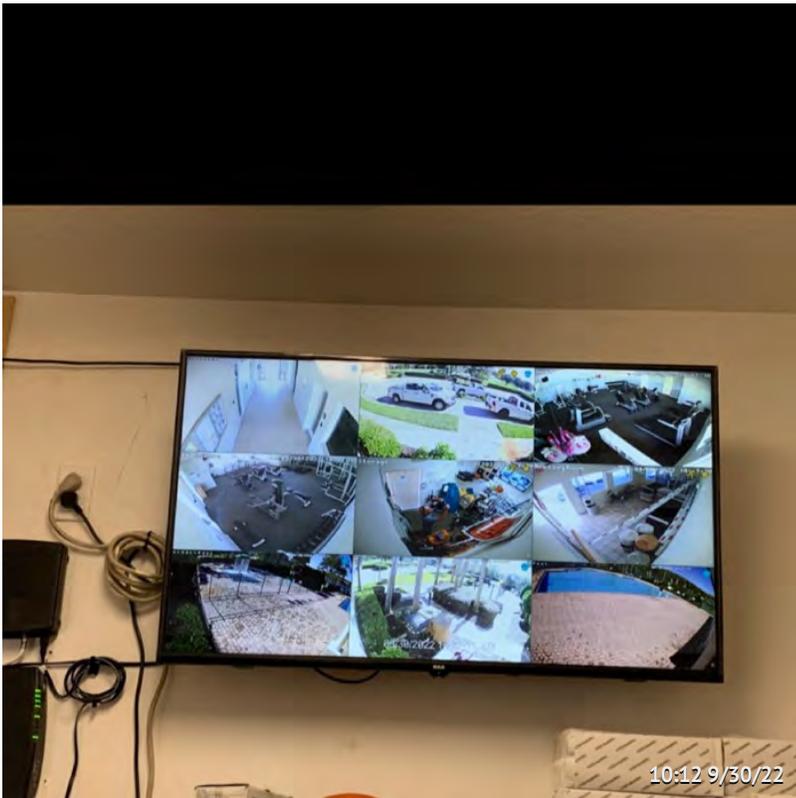
Item 4

Assigned To Board Of Supervisors
Tiles roof is in good condition. Not
visible damage for the wind or trees
around the building



Item 5

Assigned To Churchill Pools
Pool equipment is in good conditions



Item 6

Assigned To Board Of Supervisors
Camera system and Tv is working in normal conditions



Item 7

Assigned To Board Of Supervisors
Few stormwater Infrastructure needs
cleanup service for remove plants
material



Item 8

Assigned To Inframark
Milano place sign need installation
service



Item 9

Assigned To District Engineer

The company responsible for the Stargrass storm drain repairs kept their barricades and signs secured during the hurricane



Item 10

Assigned To Board Of Supervisors

Visible signs of flooding at Chapala Dr. After 48 hr of the hurricane lan



Item 11

Assigned To Inframark

Several PVC fence sections showed
dams by the winds at Chapala Dr.



Item 12

Assigned To Board Of Supervisors

Visible signs of flooding at Volta Cir .
After 48 hr of the hurricane lan



Item 13

Assigned To Board Of Supervisors
Visible signs of flooding at Volta Cir.
After 48 hr of the hurricane lan



Item 14

Assigned To Board Of Supervisors
Visible signs of flooding at kariba Ct.
After 48 hr of the hurricane lan



Item 15

Assigned To Board Of Supervisors
Visible signs of flooding at Brighton
Lakes Blvd. After 48 hr of the
hurricane Ian



Item 16

Assigned To Board Of Supervisors
Visible signs of flooding at Brighton
Lakes Blvd. After 48 hr of the
hurricane Ian



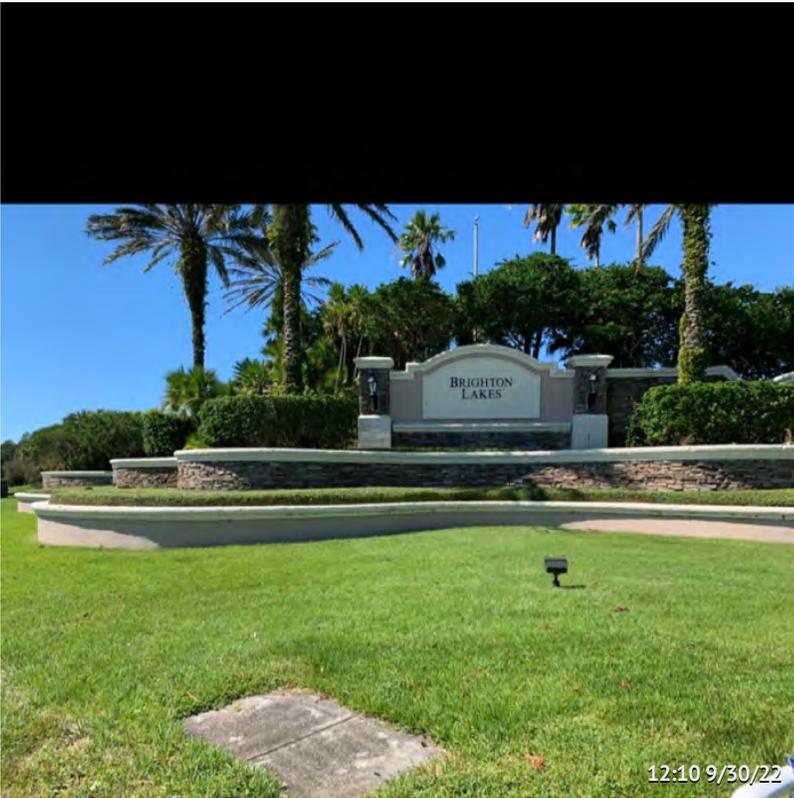
Item 17

Assigned To Board Of Supervisors
Not visible damage on the security guard house roof.



Item 18

Assigned To Bladerunner
Landscaping
Fallen tree at Brighton Lakes Blvd



Item 19

Assigned To Board Of Supervisors
Not visible Damage in the main
entrance signs and lights

OCTOBER 2022 FIELD INSPECTION

Brighton Lakes CDD

Tuesday, October 18, 2022

Prepared For Board Of Supervisors

17 Item Identified

Freddy Blanco Field
Manager
Inframark





Item 1

Assigned To Bladerunner
Landscaping

Provide schedule for installation of
few missing Viburnums at Volta Cir



Item 2

Assigned To Bladerunner
Landscaping

Bed in front of the recreation center
need more weeds control service



Item 3

Assigned To Bladerunner
Landscaping

Mowing and edging service is
completed according to the schedule



Item 4

Assigned To Sitex

Few sections of the ponds show
some significant improvement with
the algae control



Item 5

Assigned To Bladerunner
Landscaping

Add to the bush hogging service the area behind the PVC fence near to StarGrass Cir



Item 6

Assigned To Bladerunner
Landscaping

Provide Proposal for remove dead pine tree located at Juneberry Way



Item 7

Assigned To Bladerunner
Landscaping

Mowing and trimming service is not complete at Juneberry Way



Item 8

Assigned To Inframark

Report to KUA broken lamp cover at Brighton Lakes Blvd



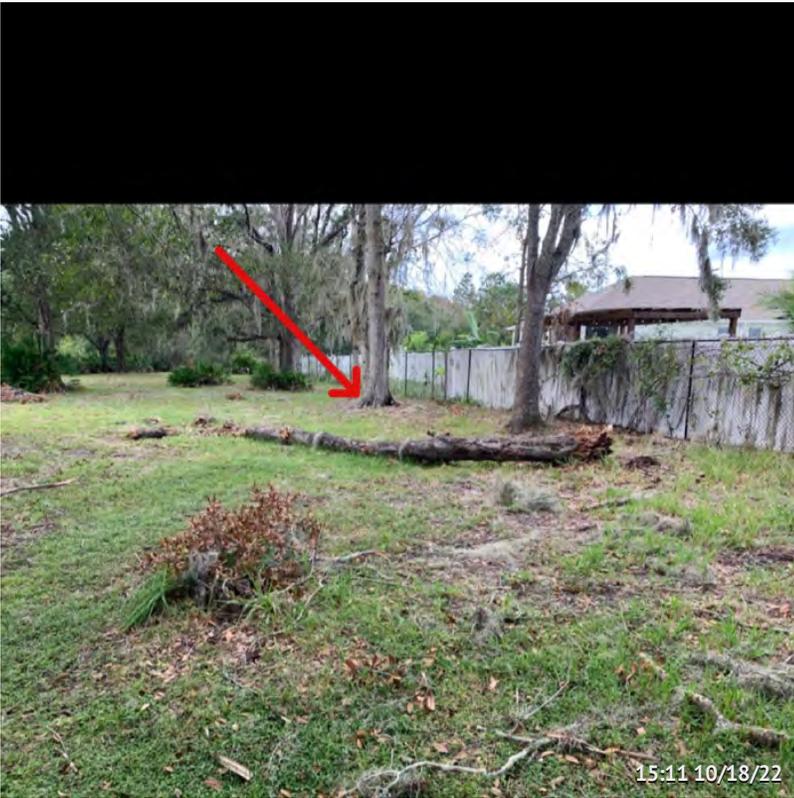
Item 9

Assigned To Inframark
Provide schedule for tripping hazard
sidewalk inspection



Item 10

Assigned To Inframark
Create work order for fence repair at
Biel Ct



Item 11

Assigned To Bladerunner
Landscaping

Provide Proposal for removal service
of dead tree located at Biel Ct.



Item 12

Assigned To Bladerunner
Landscaping

Provide Proposal for remove fallen
tree behind the recreation center
fence



Item 13

Assigned To Churchill Pool

Provide schedule for installation of broken caps in the pool



Item 14

Assigned To Churchill Pool

Provide Proposal for installation service of new handicap chair cover



Item 15

Assigned To Churchill Pool
Provide cleaning service of the tiles
in the pool



Item 16

Assigned To District Engineer
Drainage pipe repair at StarGrass is
completed

Field Report Follow Up

Assigned To Board Of Supervisors

Item 1 weeds control is ongoing.

Item 2 trimming service around the recreation center is completed.

Item 3 Algae control show some progress.

Item 5 Trimming palm trees next to the lift station at Brighton Lakes Blvd is completed.

Item 6 weeds control behind the backyards at Patrician need more attention.

Item 7 Trimming service to Viburnums around the lift station next to the recreation center is completed.

Item 8 Photocell replacement service is schedule for the first week of November.

Item 10 Proposal for viburnums at Kariba Ct is still pending.

Item 11 and 12 Trimming palms trees service at Kariba Ct. is still pending.

Item 14 Internet issue at the recreation center was reported to spectrum.

Subsection 6C

Proposals

Subsection 6Ci

Sitex Agreement

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Brighton Lakes CDD hereafter called "customer"

Customer: Brighton Lakes CDD
C/O: Inframark
Contact: Mr. Freddy Blanco
Address: 313 Campus St Celebration, FL 34747
Email: Freddy.Blanco@Inframark.com
Phone: 407.566.1935

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

Nine (9) Ponds (51 acres) located at the Brighton Lakes Community in Kissimmee, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-construction Trash | Included |

Service shall consist of Twenty-Four (24) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 08/01/22 thru 08/01/23 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$2,690.00
Total Annual Maintenance Cost: \$32,280.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Joseph T. Craig

07/13/2022

Accepted By

Date

President, Sitex Aquatics Ilc.

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

BRIGHTON LAKES CDD

BRIGHTON LAKES BLVD
KISSIMMEE, FL 34746
9 PONDS



Subsection 6Cii

Sitex Dye Agreement

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Brighton Lakes CDD hereafter called "customer"

Customer: Brighton Lakes CDD
C/O: Inframark
Contact: Mr. Freddy Blanco
Address: 313 Campus St Celebration, FL 34747
Email: Freddy.Blanco@Inframark.com
Phone: 407.566.1935

Sitex agrees to provide aquatic management services for a period of n/a In accordance with the terms and conditions of this agreement in the following sites:

Eight (8) Ponds (34 acres) located at the Brighton Lakes Community in Kissimmee, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|------------|----------|
| 1. Pond #1 | \$125.50 |
| 2. Pond #2 | \$200.00 |
| 3. Pond #3 | \$74.50 |
| 4. Pond #4 | \$98.00 |
| 5. Pond #5 | \$444.50 |
| 6. Pond #6 | \$150.00 |
| 7. Pond #7 | \$360.00 |
| 8. Pond #9 | \$249.50 |

Total Service Amount \$1,702.00 per occurrence

Service shall consist of one-time applications of Blue dye to help block sunlight to suppress Hydrilla growth, no length of control is guaranteed due natural occurrences.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 08/01/22 thru 08/01/23 Agreement will automatically renew as per Term and Conditions:

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Joseph T. Craig

07/13/2022

Accepted By

Date

President, Sitex Aquatics llc.

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in (n/a) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a (n/a) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

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It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

Subsection 6Ciii

Exercise Systems



Exercise Systems, Inc.
 6881 Kingspointe Pkwy, Ste. 10
 Orlando, FL 32819 (SHOWROOM)
 Phone: 407-996-8890/ 877-370-0220

Brighton Lakes
 4250 Brighton Lakes Blvd
 Kissimmee, FL 34746
 407-566-2018

Sales Rep: John Young
 Quote Number: 051311
 Date: 10/18/2022
Quote Expires in 90 days

Repair Proposal

| Part# | | Description | Price | Qty | Extend |
|-------|---------|---|----------|-----|----------|
| 70237 | Landice | <u>LANDICE TREADMILL, sn#L7-98143</u> tail roller | \$399.00 | 1 | \$399.00 |
| 3032 | Landice | roller adjustment bolts | \$3.00 | 2 | \$6.00 |
| | | <u>LIFEFITNESS BICEP/TRICEP</u> | | | |
| | UPH | reupholster elbow pad | \$125.00 | 1 | \$125.00 |
| SH | SERVICE | SHIPPING | \$40.00 | 1 | \$40.00 |
| TC | SERVICE | TRIP CHARGE (no charge- return visit) | \$75.00 | 0 | \$0.00 |
| SL | SERVICE | LABOR | \$75.00 | 1.5 | \$112.50 |

Please fax signed proposal to 407-292-1438

Signed: _____

| | |
|--------------|-----------------|
| Sub-Total | \$682.50 |
| Tax | |
| Total | \$682.50 |

REMIT PAYMENTS TO:
3818 SHADOWIND WAY GOTHA FL 34734
for billing questions, call Pam Young at 407.325.2523

**It's service that really counts...
 before, during and after the sale!**

Exercise Systems, Inc.

Show Room

6881 Kingspointe Parkway, Suite 10

Orlando, FL 32819

Phone: 407-996-8890

Sales Proposal



Quote Number: 051301

Date 10/11/2022

Quote Expires on: 11/25/2022

Questions? Please call

John Young

Customer:

Brighton Lakes
4250 Brighton Lakes Blvd
Kissimmee, FL 34746
407-566-2018

Delivery Address:

Brighton Lakes
4250 Brighton Lakes Blvd
Kissimmee, FL 34746
407-566-2018

| Model # | MFG | Description | Price | Qty | Ext |
|---------|-----------|--|------------|-----|------------|
| S-CTX | Star Trac | Star Trac S Series ELLIPTICAL CROSSTRAINER, Self Powered, large LED display with oversized buttons and text, user-specific workout programs including a motivational track, a dedicated heart rate display, 20 intensity levels, Polar® telemetry, and multiple cup and accessory holder, personal fans. Warranty: Commercial- 3 Years Parts & Labor List -\$6,099 | \$3,999.00 | 1 | \$3,999.00 |
| | | Freight (no tax) | \$325.00 | 1 | \$325.00 |
| | | Delivery, installation & removal of old machine | \$150.00 | 1 | \$150.00 |
| | | WARRANTY 3 YEARS PARTS AND LABOR | | | |
| | | TAX EXEMPT | | | |

Terms: **50% DOWN/ BALANCE COD**

Signed: _____

Name: _____ Title: _____

| | |
|------------------|-------------------|
| Sub-Total | \$4,474.00 |
| Tax | |
| Total | \$4,474.00 |

**Your complete source for all your commercial fitness equipment needs.
Sales, Service and Facility Design**

S-CTx CROSS TRAINER

Model S-CTx



- Pre-wired for S Series PVS entertainment system
- User-friendly console and keypad feature a large service scrolling message window, user-specific work out programs, a dedicated heart rate display, Polar® telemetry, and multiple cup and accessory holders
- Efficient footprint and approachable, stable platform with minimal step-up height for easy access from all angles
- Star Trac's popular adjustable personal fans create a more rewarding workout
- Soft Trac® pedals provide ultimate shock-absorbing comfort throughout the entire workout
- User weight capacity 350 lbs (159 kg)

| STEP-UP HEIGHT | OVERALL WEIGHT | WIDTH | LENGTH | HEIGHT |
|--|------------------|--|--------------|------------------|
| 7" (17.8 cm) | 483 lbs (219 kg) | 30" (76.2 cm) | 76" (193 cm) | 71.5" (181.6 cm) |
| FEATURES AND SPECIFICATIONS | | | | |
| <p>PEDAL SIZE: 17.5" l x 8" w (45 x 20 cm), open ended</p> <p>DISTANCE BETWEEN PEDALS (Q-FACTOR): 2" (5.08 cm)</p> <p>ELECTRICAL: Self-contained power supply, no external power needed. AC adapter is available for an upgrade</p> <p>CERTIFICATION: UL/CSA or CE</p> <p>COLORS FRAME: Star Trac Silver, Shrouds: Slate Gray, Accents: Black</p> <p>RESISTANCE: 20 levels of intensity</p> <p>HR MONITORING: Polar® Telemetry and Contact Heart Rate System</p> <p>READOUTS: 4-character message window; Dedicated: Time, heart rate, motivational track, profile scrolling: Calories, calories, watts, distance, speed, METs</p> | | <p>PROGRAMS: 10 programs including Quick Start, Dynamic Heart Rate Control®, and Constant Heart Rate Control</p> <p>STANDARD FEATURES: Personal cooling fans, dedicated heart rate display, pre-wired for Star Trac entertainment solution, S-Series PVS entertainment system, Soft Trac® pedals.</p> <p>WARRANTY: Light commercial setting: Lifetime warranty on frame, 3-year warranty on parts and labor (USA and Canada only)* (Light Commercial warranty for all non dues paying facilities 3 years parts/labor)</p> | | |

Exercise Systems, Inc.

Show Room

6881 Kingspointe Parkway, Suite 10

Orlando, FL 32819

Phone: 407-996-8890

Sales Proposal



Quote Number: 051302

Date 10/7/2022

Quote Expires on: 11/21/2022

Questions? Please call

John Young

Customer:

Brighton Lakes
4250 Brighton Lakes Blvd
Kissimmee, FL 34746
407-566-2018

Delivery Address:

Brighton Lakes
4250 Brighton Lakes Blvd
Kissimmee, FL 34746
407-566-2018

| Model # | MFG | Description | Price | Qty | Ext |
|-------------|-----------|--|------------|-----|------------|
| CTS4 LCD | Star Trac | Star Trac 4 Series Cross Trainer Elliptical w/LCD console. Self generating, premium FULL COLOR LCD DISPLAY quick select adjustment keys Warranty 5 Yrs Parts, 2 Yrs labor List -\$4.995 | \$2,899.00 | 1 | \$2,899.00 |
| | | Freight (no tax) | \$300.00 | 1 | \$300.00 |
| | | Delivery, installation & removal of old machine | \$150.00 | 1 | \$150.00 |

Terms: **50% DOWN/ BALANCE COD**

Signed: _____

Name: _____ Title: _____

| | |
|------------------|-------------------|
| Sub-Total | \$3,349.00 |
| Tax | |
| Total | \$3,349.00 |

**Your complete source for all your commercial fitness equipment needs.
Sales, Service and Facility Design**



STAR TRAC®

4 SERIES

The 4 Series cardio line from Star Trac is the perfect solution for the hospitality and multi-housing markets. With premium display options, quick select adjustment keys and optional personal viewing screen, the 4 Series provides smaller facilities with the look and performance of a full commercial product.



4-CT CROSS TRAINER

| BASE FEATURES | |
|-------------------------------|---|
| STEP UP HEIGHT | 11in (28cm) |
| STRIDE TYPE | Fixed |
| STRIDE LENGTH | 20in (51cm) |
| HEART RATE MEASUREMENT SYSTEM | Telemetry and contact HR |
| MOVEMENT ARMS | Standard upright design |
| CONTROLS | On Display |
| DISPLAY | Choose from Full Color 10" LCD, 10" Capacitive Touchscreen or 15" OpenHub Touchscreen |
| ACCESSORIES | Bottle holder, pre-wired for PVS entertainment, USB port |
| MAX USER WEIGHT | 450lb (204kg) |
| DRIVE | Front drive |
| RESISTANCE SYSTEM | Alternator |
| ELECTRICAL REQUIREMENTS | LCD is self-generating; touch screen and PVS options require 12V/5 Amp power supply |
| START UP WATTS | 20 |
| ADDITIONAL FEATURES | Step up assist |

| FRAME | |
|-------------------------|--|
| MATERIAL | Powder Coated Steel Frame |
| CUSTOMIZABLE | Paint color options approval required |
| STANDARD COLOR OPTIONS | 60 Black |
| LENGTH | 76in (193 cm) |
| WIDTH | 30in (76 cm) |
| HEIGHT | 72in (182 cm) |
| PRODUCT WEIGHT | 273lbs (124 kg) |
| SHIPPING DIMENSIONS | 79in x 25in x 38in (201cm x 63cm x 97cm) |
| SHIPPING WEIGHT (BOXED) | 309lbs (140kg) |

| SKUS | PVS SKUS |
|--------------------------|--|
| 9-4080-4CT-10IN-60BLK | 700-0489-20 BLACK PVS, PAL TUNER w/ 4-TR MOUNT |
| 9-4080-4CT-10-TS-60BLK | 700-0489-74 PVS, PAL TUNER w/ 4-TR MOUNT |
| 9-4080-4CT-15-ATSC-60BLK | 700-0490-20 BLACK PVS, ATSC/NTSC TUNER w/ 4-TR MOUNT |
| 9-4080-4CT-15-PAL-60BLK | 700-0490-74 PVS, ATSC/NTSC TUNER w/ 4-TR MOUNT |
| | 700-0491-20 BLACK PVS, PAL TUNER w/ 4-CT/UB/RB MOUNT |
| | 700-0491-74 PVS, PAL TUNER w/ 4-CT/UB/RB MOUNT |
| | 700-0492-20 BLACK PVS, ATSC/NTSC TUNER w/ 4-CT/UB/RB MOUNT |
| | 700-0492-74 PVS, ATSC/NTSC TUNER w/ 4-CT/UB/RB MOUNT |



CONSOLES

| | | | |
|---|---|---|---|
| DISPLAY | 4 Series 15" Touchscreen | 4 Series 10" Touchscreen | 4 Series 10" |
| DISPLAY TYPE | Capacitive Touchscreen | Capacitive Touchscreen | Full Color LCD Display, non-touch |
| MULTI-LANGUAGE OPTIONS | English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Finnish, Danish, Chinese, Japanese, Turkish, Polish, Russian, Hebrew, Czech, Slovak | English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Chinese, Japanese, Polish | English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Chinese, Japanese, Polish |
| PRE-PROGRAMMABLE WORK OUTS | Yes, 20+ | Yes, 20+ | Yes, 20+ |
| QUICK START OPTIONS | Yes, single button start options | Yes, single button start options | Yes, single button start options |
| TV TUNER ENABLED | Yes (Global TV tuner options) | No | No |
| ETHERNET AND WIFI ENABLED | Yes | No | No |
| BLUETOOTH DATA TRACKING/APP CONNECTIVITY | Yes | No | No |
| BLUETOOTH HEADPHONES | Yes | No | No |
| BLUETOOTH HEART RATE | Yes | No | No |
| APPLE GYMKIT/SAMSUNG GALAXY WATCH CONNECTIVITY | Yes | No | No |
| RUNTV INTEGRATED WORKOUT VIDEOS | Yes | No | No |
| INTEGRATED WEB-BASED APPS | Yes | No | No |
| CUSTOMIZABLE HOME SCREEN | Yes | No | No |
| HDMI STREAMING | Yes; cables not included | No | No |
| USB | USB port for software updates and device charging; cables not included | USB port for software updates and device charging; cables not included | USB port for software updates and device charging; cables not included |
| RFID | Optional | No | No |
| IPTV/SET TOP BOX COMPATIBLE | Yes, add-on accessories required | No | No |
| ANT+ FOR GROUP DISPLAY | Yes | No | No |
| PERSONAL FAN | Yes, programmable auto start | Yes, programmable auto start | Yes, programmable auto start |
| ASSET MANAGEMENT | Ecofit Optional | Ecofit Optional | Ecofit Optional |
| TABLET HOLDER | Integrated front | Integrated front | Integrated front |
| PVS | No | No | Optional |
| 800/900 MHZ RECEIVER | No | No | No |



PVS FEATURES

| | |
|-----------------------------------|--|
| PVS | 4 Series |
| DISPLAY TYPE | 15.6" HD LED |
| RESOLUTION | 1366 x 768 |
| TUNER OPTIONS | 1) ATSC/NTSC/QAM 2) PAL/DVB-T/DVB-C |
| DIGITAL AND ANALOG SUPPORT | Yes |
| SIGNAL INPUTS | Coax, HDMI |
| INPUT RF SIGNAL RANGE | -70 dBm(Min) ~ -10 dBm(Max) |
| CLOSE CAPTION | Yes |
| HEADPHONE JACK | 3.5mm on Display |

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable fitness brands to ensure our customers can offer their members authentic fitness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.

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CORE
HEALTH & FITNESS

StairMaster
SCHWINN
NAUTILUS
STAR TRAC
THROWDOWN

Exercise Systems, Inc.**Show Room**

6881 Kingspointe Parkway, Suite 10
 Orlando, FL 32819
 Phone: 407-996-8890

Sales Proposal



Quote Number: 051303
 Date 10/7/2022

Quote Expires on: 11/21/2022

Questions? Please call
 John Young

Customer:

Brighton Lakes
 4250 Brighton Lakes Blvd
 Kissimmee, FL 34746
 407-566-2018

Delivery Address:

Brighton Lakes
 4250 Brighton Lakes Blvd
 Kissimmee, FL 34746
 407-566-2018

| Model # | MFG | Description | Price | Qty | Ext |
|---|---------|---|------------|-----|------------|
| E9-90C T | Landice | Landice E9-90 Cardio TRAINER Elliptical -one of the most durable and safest ellipticals on the market; accommodates any fitness level with easy entry and one of the lowest step-up heights in the industry. 9" color LCD display with capacitive touch buttons. 8 Built-in programs, 6 User-defined programs, 3 Goal programs, 2 Interactive HRC Built-in programs, 4 Interactive HRC User programs, 3 Fitness tests, 2 HIIT programs LIST PRICE:4,499 Commercial warranty- 5-year parts 3-year console 2 year labors | \$3,075.00 | 1 | \$3,075.00 |
| Frght | SERVICE | Freight-in bound no tax | \$400.00 | 0 | \$0.00 |
| D&I | SERVICE | Delivery & Installation & removal of old machine Freight (no tax) | \$150.00 | 1 | \$150.00 |
| <p>PLEASE NOTE THIS IS A SPECIAL PRICE FOR OUR MINT CONDITION FLOOR MODEL - SPECIALPRICING IS BASED ON AVAILABILITY</p> | | | | | |

Terms: **50% DOWN/ BALANCE COD**

Signed: _____
 Name: _____ Title: _____

| | |
|------------------|-------------------|
| Sub-Total | \$3,225.00 |
| Tax | |
| Total | \$3,225.00 |

**Your complete source for all your commercial fitness equipment needs.
 Sales, Service and Facility Design**

COMMERCIAL ELLIPTICAL

THE INDUSTRY'S TOP-RATED
ELLIPTICAL WORKHORSE



The Landice E9 Commercial Elliptical is manufactured to exceed industry standards. It is one of the most durable and safest ellipticals on the market. The E9 accommodates any fitness level with easy entry and one of the lowest step-up heights in the industry. This machine is designed to satisfy light commercial and club applications.

COMMERCIAL WARRANTY

5-year parts

3-year console

1-year labor





| | LANDICE ACHIEVE | CARDIO |
|---------------------------|---|--|
| Display | 9" color LCD with capacitive touch buttons | 9" color LCD |
| Programs | 8 Built-in programs, 6 User-defined programs, 3 Goal programs, 2 Interactive HRC Built-in programs, 4 Interactive HRC User programs, 3 Fitness tests, 2 HIIT programs | 5 Built-in programs, 5 User-defined programs, 3 Goal programs, 2 Interactive HRC Built-in programs, 2 Interactive HRC User programs, 3 Fitness tests |
| Keypad | Numeric keypad for quick data entry | Numeric keypad for quick data entry |
| Heart Rate | Interactive contact heart rate | Interactive contact heart rate |
| Resistance Levels | 1-20 | 1-20 |
| User Capacity | 500 lbs. | 500 lbs. |
| Active Footprint | 35" W x 76" L x 67" H | 35" W x 76" L x 67" H |
| Physical Footprint | 35" W x 68" L x 67" H | 35" W x 68" L x 67" H |
| Power | 110 VAC, 60Hz, 15A 220 VAC, 60Hz, 15A (optional) | 110 VAC, 60Hz, 15A 220 VAC, 60Hz, 15A (optional) |
| Handrails | 2" Medical-Grade Side Rails | 2" Medical-Grade Side Rails |
| Stride Length | Fixed 21" stride | Fixed 21" stride |
| Drive System | Center Drive | Center Drive |
| Flywheel | 11" diameter, 20 lbs. | 11" diameter, 20 lbs. |
| Pedals | 2" Spacing with Orthopedic Gel Inserts | 2" Spacing with Orthopedic Gel Inserts |
| Bluetooth | Yes (see website for details) | Yes (see website for details) |

[Certifications: UL 1647, CAN/CSA - C22.2, CE]

WARRANTY

Landice offers a 5-year parts, 3-year console, and a 1-year labor warranty which is valid for all commercial applications including light commercial, rehabilitation, health clubs and pay-for-membership facilities.

THE ELLIPTICAL WORKHORSE

The Landice E9 Commercial Elliptical offers multiple and varied workouts with just one machine. Its center-drive technology replicates the natural stride of outdoor running with zero-impact on your knees. Stand upright on the frame's stationary platform and isolate your workout to strengthen your upper body using the machine's variable resistance settings.

Exercise Systems, Inc.

Remit payment to:

3818 Shadowind Way

Gotha, Florida, 34734

Phone 407-996-8890

Fax 407-292-1438



Quote Number: 051315

Date: 10/19/2022

John Young

Proposal

Brighton Lakes
4250 Brighton Lakes Blvd
Kissimmee, FL 34746
407-566-2018
BATCA FID BENCH

| | Mfgr | Description | Price | Qty | Extend |
|------|---------|--|----------|-----|----------|
| FZ-6 | Batca | Flat, Incline & Decline bench: -10% to 85% | \$750.00 | 1 | \$750.00 |
| | Fitness | Heavy Duty (List \$895) | | | |
| | | Freight & delivery | \$75.00 | 1 | \$75.00 |

| | |
|-----------|----------|
| Sub-Total | \$825.00 |
| Tax | |
| Total | \$825.00 |

Thank you for your business!

**Your Complete Source
for all your Commercial Fitness
Equipment needs.**



BATCA
fitness systems · usa

FZ BENCH

FREEWEIGHT/BODYWEIGHT

FZ⁶

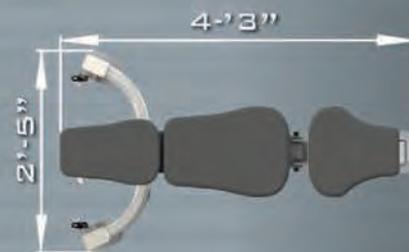
EASILY ADJUSTABLE -
FROM 10 DEGREE DECLINE TO 80
DEGREE INCLINE

TRANSPORT HANDLE -
AND WHEELS ALLOW EASY MOBILITY

EXTREMELY STABLE -
1-3/4" X 4" X 11 GA. FLAT OVAL FRAME

GENEROUS AND DURABLE PADDING -
FOR COMFORT AND LONG LIFE

RUBBER FEET -
PREVENT SLIDING



HEIGHT: 1'-6" (FLAT)
WEIGHT: 99 LBS

FZ-6 F.I.D. BENCH

Exercise Systems, Inc.

Remit payment to:

3818 Shadowind Way

Gotha, Florida, 34734

Phone 407-996-8890

Fax 407-292-1438



Quote Number: 051316

Date: 10/19/2022

John Young

Proposal

Brighton Lakes
4250 Brighton Lakes Blvd
Kissimmee, FL 34746
407-566-2018
TAG FID Bench

| | Mfgr | Description | Price | Qty | Extend |
|----------|---------|--------------------------------------|----------|-----|----------|
| BNCH-FID | TAG | Flat, Incline & Decline bench: Heavy | \$465.00 | 1 | \$465.00 |
| | Fitness | Duty, Black (List \$598) | | | |
| | | Freight & delivery | \$75.00 | 1 | \$75.00 |

| | |
|--------------|-----------------|
| Sub-Total | \$540.00 |
| Tax | |
| Total | \$540.00 |

Thank you for your business!

**Your Complete Source
for all your Commercial Fitness
Equipment needs.**

BENCHES



BNCH-FID-B TAG FID Bench

- Ideal for vertical markets and commercial use
- Single-piece mainframe for added durability
- Upgraded Black Upholstery
- Constructed completely 2"x4" - 11-gauge tubing
- EZ-Handle design and rear transport wheels for mobility
- Adjustable from -10 to 80 degrees
- Lifetime welds, one year parts, upholstery/grips 6 months
- Size: 54"H x 24"W x 53"L
- Weight: 83lbs
- Available in Black Only



Section 7

Business Administration

Subsection 7A

Minutes

1 **MINUTES OF MEETING**
2 **BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**
3

4 The regular meeting of the Board of Supervisors of the Brighton Lakes Community Development
5 District was held Thursday, September 1, 2022, at 6:00 p.m. at Brighton Lakes Clubhouse, 4250
6 Brighton Lakes Boulevard, Kissimmee, Florida 34746.
7

8 Present and constituting a quorum were the following:

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

14

15 Also present, either in person or via communication media technology, were the following:

| | |
|--|-------------------------------------|
| 16 Gabriel Mena | District Manager |
| 17 Tucker Mackie | District Counsel |
| 18 Peter Glasscock | District Engineer |
| 19 Freddy Blanco | Field Manager |
| 20 Dennis Hisler | CDD Landscape & Maintenance Liaison |
| 21 Residents and Members of the Public | |

22

23 *This is not a certified or verbatim transcript, but rather represents the context and summary of*
24 *the meeting. The full meeting is available in audio format upon request. Contact the District Office*
25 *for any related costs for an audio copy.*
26

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

28 Mr. Mena called the meeting to order at 6:03 p.m.

29 Mr. Mena called the roll and indicated a quorum was present for the meeting.

30
31 **SECOND ORDER OF BUSINESS** **Pledge of Allegiance**

32 The Pledge of Allegiance was recited.
33

34 **THIRD ORDER OF BUSINESS** **Public Comments**

35 Mr. Clesco, 4208 Sevan Way, stated he wants a welcome home sign at the entrance of the
36 District. This is his third request.

37 Mr. Peters wants the HOA sign, on CDD property, repaired. He would like to give the HOA
38 thirty days to repair or replace their sign, or have the license revoked. They can request additional
39 time, if needed for repair or replacement. Mr. Mena will draft a letter to send to the HOA.
40

41 **FOURTH ORDER OF BUSINESS** **Vendor Report**

42 **A. Envera**

43 Ms. Lyons stated there were two events since the workshop, and both are already resolved.
44 The kiosk signage will be replaced, however, there is no timeline yet. Ms. Lyons will try to
45 find a local company, so it does not take so long. A discussion ensued on the green button to
46 open the gate. The lights on the gate arm are sagging, Ms. Lyons will check into this.

47 Mr. Mena informed the Board the automatic Envera renewal has come. Mr. Mena will
48 check into twelve months versus eighteen months and what the incentives are for the District to
49 renew.

50 **B. Sitex**

51 The Hydrilla is still bad, so looking at a dye alternative. Mr. Crary distributed his own
52 proposal for dye, which is a photosynthesis inhibitor and within 21 days will reach everything
53 in the ponds. Pond 3 has been treated with dye and on Pond 4 sonar has been done to see
54 which process will work. Evaluations will be done every two weeks.

55 There is an increase to the annual contract from \$23,400 to \$32,280, which is a 38%
56 increase. This proposal was discussed and was tabled by the Board.

57
58 On MOTION by Ms. Incandela, seconded by Mr. Rodriguez, with
59 all in favor, unanimous approval was given for Sitex to dye ponds 1
60 and 2 at an amount of \$325.00.

61
62 **C. Magnosec**

63 Magnosec has been asked to patrol the front entrance more often, the guards are sitting
64 inside too much. A discussion ensued on how to provide discretion while also empowering
65 them.

66 **D. Bladerunner**

67 The question arose, if Bladerunners should be maintaining behind Kariba Court. The
68 County permit will be verified and reviewed to see if there is enforcement language.

69 There have been no issues with irrigation.

70 There will be treatment done to prevent fungus.

71
72 On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in
73 favor, unanimous approval was given to Bladerunners proposal
74 #311 for Sod installation at Volta Circle entrance, at an amount of
75 \$450.00.

76
77 On MOTION by Mr. Crary, seconded by Mr. Rodriguez, with all in
78 favor, unanimous approval was given to Bladerunners proposal
79 #312 for installation of 24 Viburnum near Sweetspire Circle, at an
80 amount of \$816.00.

81
82 On MOTION by Mr. Crary, seconded by Mr. Rodriguez, with all in
83 favor, unanimous approval was given to Bladerunners proposal
84 #313 for installation of 10 Vo., at end of Kariba Court at an amount
85 of \$340.00.

86

On MOTION by Mr. Crary, seconded by Mr. Rodriguez, with all in favor, unanimous approval was given to Bladerunners proposal #314 for installation of Azores by the guard shack, at an amount of \$352.00.

FIFTH ORDER OF BUSINESS HOA Liaison

Mr. Hisler corrected the address on the 2475 Huron Court letter Ms. Tucker’s office is sending.

Reflectors are needed on the signs at the emergency gate. It was asked if wheels can be added to the gate to prevent sagging, and Inframark will install poles for locking the gate open.

Inframark will get pricing on upgraded reflective street signs.

For the paver update: finding insurance information for recouping money from them. It was asked if the District can work a temporary fix into the paving bid contract. This is already in the bid via alternative. A discussion ensued on how to temporarily fix the uneven pavers, to prevent residents from complaining about vehicle damage.

SIXTH ORDER OF BUSINESS Field Management Reports

A. Field Report

Mr. Blanco’s report is included in the agenda package.

Mr. Blanco discussed #15, kiddie pool has a bubble in the bottom surface.

B. Weekly Updates

C. Proposals

Bladerunners proposals were covered earlier in the meeting under Bladerunner.

SEVENTH ORDER OF BUSINESS Business Administration

A. Acceptance of Minutes of the Board of Supervisors Meeting May 5, 2022, and July 7, 2022

The minutes of the meeting on May 5, 2022, and July 7, 2022 were announced by Mr. Mena.

On MOTION by Mr. Crary, seconded by Mr. Peters, with all in favor, unanimous approval was given to accept the May 5, 2022 meeting minutes as amended.

On MOTION by Mr. Crary, seconded by Mr. Rodriguez, with all in favor, unanimous approval was given to accept the July 7, 2022 meeting minutes.

B. Acceptance of Financial Statements for July 2022

On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in favor, unanimous approval was given to accept the financials for July 2022.

128
129 Mr. Crary stated tree trimming is really brush hogging. Mr. Mena stated that description will
130 start with the new budget.

131 Mr. Crary questioned page 137, Check #691, Bladerunner is brush hogging the conservation
132 area but is assigned to the R&M Common Area. Mr. Mena will check on this, it could be that
133 the proper line was maxed out.

134 **C. Approval of Check Register and Invoices**
135

136 On MOTION by Mr. Rodriguez, seconded by Ms. Incandela, with
137 all in favor, unanimous approval was given to approve the check
138 register and invoices.

139
140 **EIGHTH ORDER OF BUSINESS Business Matters**
141

142 On MOTION by Mr. Rodriguez, seconded by Ms. Incandela, with
143 all in favor, unanimous approval was given to open the meeting of
144 the Request for Proposals Evaluation Board.

145
146 Mr. Glasscock and Ms. Tucker reviewed the proposals received and did not find anything of
147 concern. Ms. Tucker reviewed the criteria that was advertised for this request for proposals.

148 Mr. Glasscock noticed some curb repairs that need done, this was explained to the Board.

149 **A. Consideration of Proposals Received in Response to District’s Request for**
150 **Proposals for Roadway Resurfacing Project (*Under Separate Cover*)**

151 The Board discussed the proposals received for road resurfacing against the criteria. Based
152 upon the evaluation, Middlesex Paving LLC will be awarded the project contract, with AAA
153 Top Quality Asphalt coming in as the second.

154
155 On MOTION by Mr. Rodriguez, seconded by Ms. Incandela, with
156 all in favor, unanimous approval was given to approve the
157 evaluation criteria, and award the repaving construction project to
158 Middlesex Paving LLC, at a not to exceed amount of
159 \$3,133,150.00, and alternative #1 with direction to staff to obtain
160 additional pricing from Middlesex Paving LLC on an additional
161 alternative to replace the pavement in alternative #1 with reusing
162 pavers in that area.

163
164 **B. Presentation of Proposed Rules Relating to District Facilities**
165 **i. Consideration of Resolution 2022-14, Designating the Date, Time, and Place**
166 **of a Public Hearing for the Purpose of Adopting Rules Relating to District**
167 **Facilities and Rates**

168 This item of business was tabled until the next meeting.
169

170 **C. Approval of Fiscal Year 2023 Meeting Schedule**

171 The Board would like to remove the December workshop and correct the September
172 typographical error, after doing so, the schedule is then approved.

173
174 **NINTH ORDER OF BUSINESS** **Staff Reports**

175 **A. District Engineer**

176 The storm drain repair will be done as soon as possible. There is very loud rushing in the
177 storm drain at 2600 Maggiore Circle. It may be under the drain. Mr. Glasscock will keep
178 watching this area.

179 The Star Grass Circle repair has a new proposal of \$52,500.

180 **B. District Counsel**

181 Ms. Mackie had nothing to report.

182 **C. District Manager**

183 Mr. Mena had nothing to report.

184
185 **TENTH ORDER OF BUSINESS** **Supervisors' Requests**

186 There being no Supervisors' requests, the next order of business followed.

187
188 **ELEVENTH ORDER OF BUSINESS** **Adjournment**
189

The meeting was adjourned at 9:48 p.m.

191
192
193
194

Secretary

Chairman / Vice Chairman

Subsection 7B

Financials

BRIGHTON LAKES
Community Development District

Financial Report

September 30, 2022

Prepared by:



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BRIGHTON LAKES
Community Development District

Financial Statements

(Unaudited)

September 30, 2022

BRIGHTON LAKES
Community Development District

Debt Service Schedules

September 30, 2022

Balance Sheet
September 30, 2022

| 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 | \$ 184,063 | \$ - | \$ - | \$ - | \$ - | \$ 184,063 |
| Due From Other Funds | - | - | - | - | 1 | 1 |
| Investments: | | | | | | |
| Money Market Account | 1,463,422 | - | - | - | - | 1,463,422 |
| SBA Account | 12,939 | - | - | - | - | 12,939 |
| Construction Fund | - | - | - | - | 3,739,781 | 3,739,781 |
| Interest Account | - | - | 47,053 | 22,196 | - | 69,249 |
| Reserve Fund | - | 21,001 | - | - | - | 21,001 |
| Revenue Fund | - | 35,039 | 12,684 | 2,066 | - | 49,789 |
| Prepaid Items | 4,023 | - | - | - | - | 4,023 |
| TOTAL ASSETS | \$ 1,664,447 | \$ 56,040 | \$ 59,737 | \$ 24,262 | \$ 3,739,782 | \$ 5,544,268 |
| LIABILITIES | | | | | | |
| Accounts Payable | \$ 28,875 | \$ - | \$ - | \$ - | \$ - | \$ 28,875 |
| Accrued Expenses | 333 | - | - | - | - | 333 |
| Due To Other Funds | - | - | 1 | - | - | 1 |
| TOTAL LIABILITIES | 29,208 | - | 1 | - | - | 29,209 |

Balance Sheet
September 30, 2022

| ACCOUNT DESCRIPTION | GENERAL FUND | SERIES 2017 DEBT SERVICE FUND | SERIES 2022-1 DEBT SERVICE FUND | SERIES 2022-2 DEBT SERVICE FUND | SERIES 2022-1 CAPITAL PROJECTS FUND | TOTAL |
|--|---------------------|--------------------------------------|--|--|--|---------------------|
| FUND BALANCES | | | | | | |
| Nonspendable: | | | | | | |
| Prepaid Items | 4,023 | - | - | - | - | 4,023 |
| Restricted for: | | | | | | |
| Debt Service | - | 56,040 | 59,736 | 24,262 | - | 140,038 |
| Capital Projects | - | - | - | - | 3,739,782 | 3,739,782 |
| Assigned to: | | | | | | |
| Operating Reserves | 225,300 | - | - | - | - | 225,300 |
| Reserves - Capital Projects | 480,951 | - | - | - | - | 480,951 |
| 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: | 158,227 | - | - | - | - | 158,227 |
| TOTAL FUND BALANCES | \$ 1,635,239 | \$ 56,040 | \$ 59,736 | \$ 24,262 | \$ 3,739,782 | \$ 5,515,059 |
| TOTAL LIABILITIES & FUND BALANCES | \$ 1,664,447 | \$ 56,040 | \$ 59,737 | \$ 24,262 | \$ 3,739,782 | \$ 5,544,268 |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2022

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| REVENUES | | | | | |
| Interest - Investments | \$ 3,000 | \$ 3,000 | \$ 6,105 | \$ 3,105 | 203.50% |
| Room Rentals | - | - | 122 | 122 | 0.00% |
| Interest - Tax Collector | 450 | 450 | 2 | (448) | 0.44% |
| Special Assmnts- Tax Collector | 1,207,552 | 1,207,552 | 1,204,252 | (3,300) | 99.73% |
| Special Assmnts- Discounts | (48,302) | (48,302) | (45,330) | 2,972 | 93.85% |
| Other Miscellaneous Revenues | - | - | 4,529 | 4,529 | 0.00% |
| Gate Bar Code/Remotes | 1,500 | 1,500 | 2,834 | 1,334 | 188.93% |
| Access Cards | 100 | 100 | - | (100) | 0.00% |
| Insurance Reimbursements | - | - | 9,689 | 9,689 | 0.00% |
| TOTAL REVENUES | 1,164,300 | 1,164,300 | 1,182,203 | 17,903 | 101.54% |
| EXPENDITURES | | | | | |
| Administration | | | | | |
| P/R-Board of Supervisors | 8,400 | 8,400 | 15,000 | (6,600) | 178.57% |
| FICA Taxes | 643 | 643 | 1,148 | (505) | 178.54% |
| ProfServ-Arbitrage Rebate | 600 | 600 | - | 600 | 0.00% |
| ProfServ-Engineering | 13,200 | 13,200 | 50,538 | (37,338) | 382.86% |
| ProfServ-Legal Services | 35,000 | 35,000 | 25,406 | 9,594 | 72.59% |
| ProfServ-Mgmt Consulting | 57,255 | 57,255 | 57,255 | - | 100.00% |
| ProfServ-Property Appraiser | 751 | 751 | 379 | 372 | 50.47% |
| ProfServ-Special Assessment | 5,305 | 5,305 | 5,305 | - | 100.00% |
| ProfServ-Trustee Fees | 7,758 | 7,758 | 7,758 | - | 100.00% |
| Auditing Services | 3,600 | 3,600 | 3,600 | - | 100.00% |
| Website Compliance | 2,000 | 2,000 | 3,242 | (1,242) | 162.10% |
| Communication - Telephone | 14,000 | 14,000 | 13,760 | 240 | 98.29% |
| Postage and Freight | 1,500 | 1,500 | 762 | 738 | 50.80% |
| Insurance - General Liability | 13,025 | 13,025 | 12,123 | 902 | 93.07% |
| Printing and Binding | 2,500 | 2,500 | 1,013 | 1,487 | 40.52% |
| Legal Advertising | 2,500 | 2,500 | 5,118 | (2,618) | 204.72% |
| Miscellaneous Services | 2,000 | 2,000 | 1,801 | 199 | 90.05% |
| Misc-Assessment Collection Cost | 24,151 | 24,151 | 23,180 | 971 | 95.98% |
| Office Supplies | 250 | 250 | - | 250 | 0.00% |
| Annual District Filing Fee | 175 | 175 | 175 | - | 100.00% |
| Total Administration | 194,613 | 194,613 | 227,563 | (32,950) | 116.93% |
| Field | | | | | |
| ProfServ-Field Management | 42,632 | 42,632 | 42,632 | - | 100.00% |
| ProfServ - Field Management Onsite Staff | 61,991 | 61,991 | 62,166 | (175) | 100.28% |
| Contracts-Landscape | 217,848 | 217,848 | 217,848 | - | 100.00% |
| Electricity - General | 63,000 | 63,000 | 62,454 | 546 | 99.13% |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2022

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) | YTD ACTUAL AS A % OF ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| Utility - Water & Sewer | 7,500 | 7,500 | 7,327 | 173 | 97.69% |
| R&M-Common Area | 15,000 | 15,000 | 64,604 | (49,604) | 430.69% |
| R&M-Irrigation | 11,000 | 11,000 | 18,019 | (7,019) | 163.81% |
| R&M-Lake | 23,400 | 23,400 | 27,474 | (4,074) | 117.41% |
| R&M-Trees and Trimming | 18,000 | 18,000 | 8,702 | 9,298 | 48.34% |
| Misc-Contingency | 3,000 | 3,000 | 2,787 | 213 | 92.90% |
| Total Field | 463,371 | 463,371 | 514,013 | (50,642) | 110.93% |
| <u>Gatehouse</u> | | | | | |
| Contracts-Security Services | 77,168 | 77,168 | 76,794 | 374 | 99.52% |
| R&M-Gate | 3,000 | 3,000 | 14,783 | (11,783) | 492.77% |
| Total Gatehouse | 80,168 | 80,168 | 91,577 | (11,409) | 114.23% |
| <u>Capital Expenditures & Projects</u> | | | | | |
| Capital Reserve | 263,100 | 263,100 | - | 263,100 | 0.00% |
| Total Capital Expenditures & Projects | 263,100 | 263,100 | - | 263,100 | 0.00% |
| <u>Road and Street Facilities</u> | | | | | |
| R&M-Roads & Alleyways | 20,000 | 20,000 | 4,620 | 15,380 | 23.10% |
| R&M-Sidewalks | 8,000 | 8,000 | 4,281 | 3,719 | 53.51% |
| R&M-Signage | 2,000 | 2,000 | 3,404 | (1,404) | 170.20% |
| Total Road and Street Facilities | 30,000 | 30,000 | 12,305 | 17,695 | 41.02% |
| <u>Community Center</u> | | | | | |
| Contracts-Security Services | 48,048 | 48,048 | 50,378 | (2,330) | 104.85% |
| R&M-Clubhouse | 10,000 | 10,000 | 5,659 | 4,341 | 56.59% |
| R&M-Pools | 33,000 | 33,000 | 26,325 | 6,675 | 79.77% |
| Miscellaneous Services | 2,000 | 2,000 | 4,110 | (2,110) | 205.50% |
| Capital Projects | 40,000 | 40,000 | - | 40,000 | 0.00% |
| Total Community Center | 133,048 | 133,048 | 86,472 | 46,576 | 64.99% |
| TOTAL EXPENDITURES | 1,164,300 | 1,164,300 | 931,930 | 232,370 | 80.04% |
| Excess (deficiency) of revenues Over (under) expenditures | - | - | 250,273 | 250,273 | 0.00% |
| Net change in fund balance | \$ - | \$ - | \$ 250,273 | \$ 250,273 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | 1,384,966 | 1,384,966 | 1,384,966 | | |
| FUND BALANCE, ENDING | \$ 1,384,966 | \$ 1,384,966 | \$ 1,635,239 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2022

| <u>ACCOUNT DESCRIPTION</u> | <u>ANNUAL ADOPTED BUDGET</u> | <u>YEAR TO DATE BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> | <u>YTD ACTUAL AS A % OF ADOPTED BUD</u> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>REVENUES</u> | | | | | |
| Interest - Investments | \$ 15 | \$ 15 | \$ 7 | \$ (8) | 46.67% |
| Special Assmnts- Tax Collector | 210,541 | 210,541 | 200,267 | (10,274) | 95.12% |
| Special Assmnts- Discounts | (8,422) | (8,422) | (7,969) | 453 | 94.62% |
| TOTAL REVENUES | 202,134 | 202,134 | 192,305 | (9,829) | 95.14% |
| <u>EXPENDITURES</u> | | | | | |
| <u>Administration</u> | | | | | |
| Misc-Assessment Collection Cost | 4,211 | 4,211 | 3,850 | 361 | 91.43% |
| Total Administration | 4,211 | 4,211 | 3,850 | 361 | 91.43% |
| <u>Debt Service</u> | | | | | |
| Principal Debt Retirement | 115,000 | 115,000 | - | 115,000 | 0.00% |
| Interest Expense | 84,964 | 84,964 | 42,831 | 42,133 | 50.41% |
| Total Debt Service | 199,964 | 199,964 | 42,831 | 157,133 | 21.42% |
| TOTAL EXPENDITURES | 204,175 | 204,175 | 46,681 | 157,494 | 22.86% |
| Excess (deficiency) of revenues Over (under) expenditures | (2,041) | (2,041) | 145,624 | 147,665 | -7134.93% |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | | |
| Bond Proceeds | - | - | 1,888,809 | 1,888,809 | 0.00% |
| Payment to Refunded Bond | - | - | (2,124,796) | (2,124,796) | 0.00% |
| Operating Transfers-Out | - | - | (112,207) | (112,207) | 0.00% |
| Contribution to (Use of) Fund Balance | (2,041) | - | - | - | 0.00% |
| TOTAL FINANCING SOURCES (USES) | (2,041) | - | (348,194) | (348,194) | 17059.97% |
| Net change in fund balance | \$ (2,041) | \$ (2,041) | \$ (202,570) | \$ (200,529) | 9925.04% |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | 202,570 | 202,570 | 202,570 | | |
| FUND BALANCE, ENDING | \$ 200,529 | \$ 200,529 | \$ - | | |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2022

| <u>ACCOUNT DESCRIPTION</u> | <u>ANNUAL ADOPTED BUDGET</u> | <u>YEAR TO DATE BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> | <u>YTD ACTUAL AS A % OF ADOPTED BUD</u> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>REVENUES</u> | | | | | |
| Interest - Investments | \$ 500 | \$ 500 | \$ 5 | \$ (495) | 1.00% |
| Special Assmnts- Tax Collector | 220,651 | 220,651 | 220,341 | (310) | 99.86% |
| Special Assmnts- Discounts | (8,826) | (8,826) | (8,283) | 543 | 93.85% |
| TOTAL REVENUES | 212,325 | 212,325 | 212,063 | (262) | 99.88% |
| <u>EXPENDITURES</u> | | | | | |
| <u>Administration</u> | | | | | |
| Misc-Assessment Collection Cost | 4,413 | 4,413 | 4,236 | 177 | 95.99% |
| Total Administration | 4,413 | 4,413 | 4,236 | 177 | 95.99% |
| <u>Debt Service</u> | | | | | |
| Principal Debt Retirement | 152,000 | 152,000 | 152,000 | - | 100.00% |
| Interest Expense | 57,428 | 57,428 | 57,428 | - | 100.00% |
| Total Debt Service | 209,428 | 209,428 | 209,428 | - | 100.00% |
| TOTAL EXPENDITURES | 213,841 | 213,841 | 213,664 | 177 | 99.92% |
| Excess (deficiency) of revenues Over (under) expenditures | (1,516) | (1,516) | (1,601) | (85) | 105.61% |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | | |
| Contribution to (Use of) Fund Balance | (1,516) | - | - | - | 0.00% |
| TOTAL FINANCING SOURCES (USES) | (1,516) | - | - | - | 0.00% |
| Net change in fund balance | \$ (1,516) | \$ (1,516) | \$ (1,601) | \$ (85) | 105.61% |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | 57,641 | 57,641 | 57,641 | | |
| FUND BALANCE, ENDING | \$ 56,125 | \$ 56,125 | \$ 56,040 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2022

| <u>ACCOUNT DESCRIPTION</u> | <u>ANNUAL ADOPTED BUDGET</u> | <u>YEAR TO DATE BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> | <u>YTD ACTUAL AS A % OF ADOPTED BUD</u> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>REVENUES</u> | | | | | |
| Interest - Investments | \$ - | \$ - | \$ 178 | \$ 178 | 0.00% |
| Special Assmnts- Tax Collector | - | - | 9,491 | 9,491 | 0.00% |
| Special Assmnts- Discounts | - | - | 66 | 66 | 0.00% |
| TOTAL REVENUES | - | - | 9,735 | 9,735 | 0.00% |
| <u>EXPENDITURES</u> | | | | | |
| <u>Administration</u> | | | | | |
| Misc-Assessment Collection Cost | - | - | 191 | (191) | 0.00% |
| Total Administration | - | - | 191 | (191) | 0.00% |
| <u>Debt Service</u> | | | | | |
| Interest Expense | - | - | 13,811 | (13,811) | 0.00% |
| Total Debt Service | - | - | 13,811 | (13,811) | 0.00% |
| TOTAL EXPENDITURES | - | - | 14,002 | (14,002) | 0.00% |
| Excess (deficiency) of revenues Over (under) expenditures | - | - | (4,267) | (4,267) | 0.00% |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | | |
| Interfund Transfer - In | - | - | 3,289 | 3,289 | 0.00% |
| Proceeds of Refunding Bonds | - | - | 60,714 | 60,714 | 0.00% |
| TOTAL FINANCING SOURCES (USES) | - | - | 64,003 | 64,003 | 0.00% |
| Net change in fund balance | \$ - | \$ - | \$ 59,736 | \$ 59,736 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | - | - | - | | |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ 59,736 | | |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2022

| <u>ACCOUNT DESCRIPTION</u> | <u>ANNUAL ADOPTED BUDGET</u> | <u>YEAR TO DATE BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> | <u>YTD ACTUAL AS A % OF ADOPTED BUD</u> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>REVENUES</u> | | | | | |
| Interest - Investments | \$ - | \$ - | \$ 78 | \$ 78 | 0.00% |
| TOTAL REVENUES | - | - | 78 | 78 | 0.00% |
| <u>EXPENDITURES</u> | | | | | |
| <u>Debt Service</u> | | | | | |
| Principal Debt Retirement | - | - | 80,000 | (80,000) | 0.00% |
| Interest Expense | - | - | 6,791 | (6,791) | 0.00% |
| Cost of Issuance | - | - | 72,134 | (72,134) | 0.00% |
| Total Debt Service | - | - | 158,925 | (158,925) | 0.00% |
| TOTAL EXPENDITURES | - | - | 158,925 | (158,925) | 0.00% |
| Excess (deficiency) of revenues Over (under) expenditures | - | - | (158,847) | (158,847) | 0.00% |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | | |
| Interfund Transfer - In | - | - | 108,918 | 108,918 | 0.00% |
| Proceeds of Refunding Bonds | - | - | 74,191 | 74,191 | 0.00% |
| TOTAL FINANCING SOURCES (USES) | - | - | 183,109 | 183,109 | 0.00% |
| Net change in fund balance | \$ - | \$ - | \$ 24,262 | \$ 24,262 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ 24,262 | \$ 24,262 | 0.00% |

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2022

| <u>ACCOUNT DESCRIPTION</u> | <u>ANNUAL ADOPTED BUDGET</u> | <u>YEAR TO DATE BUDGET</u> | <u>YEAR TO DATE ACTUAL</u> | <u>VARIANCE (\$) FAV(UNFAV)</u> | <u>YTD ACTUAL AS A % OF ADOPTED BUD</u> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|---|
| <u>REVENUES</u> | | | | | |
| Interest - Investments | \$ - | \$ - | \$ 11,844 | \$ 11,844 | 0.00% |
| TOTAL REVENUES | - | - | 11,844 | 11,844 | 0.00% |
| <u>EXPENDITURES</u> | | | | | |
| <u>Debt Service</u> | | | | | |
| Cost of Issuance | - | - | 136,348 | (136,348) | 0.00% |
| Total Debt Service | - | - | 136,348 | (136,348) | 0.00% |
| TOTAL EXPENDITURES | - | - | 136,348 | (136,348) | 0.00% |
| Excess (deficiency) of revenues Over (under) expenditures | - | - | (124,504) | (124,504) | 0.00% |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | | |
| Proceeds of Refunding Bonds | - | - | 3,864,286 | 3,864,286 | 0.00% |
| TOTAL FINANCING SOURCES (USES) | - | - | 3,864,286 | 3,864,286 | 0.00% |
| Net change in fund balance | \$ - | \$ - | \$ 3,739,782 | \$ 3,739,782 | 0.00% |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ - | \$ - | \$ 3,739,782 | \$ 3,739,782 | 0.00% |

Notes to the Financial Statements

September 30, 2022

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).

▶ **Liabilities**

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

■ **Accrued Expenses** - Monthly water.

▶ **Fund Balance**

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

| | |
|----------------------------------|-----------------------------------|
| Operating Reserve | 225,300 |
| Reserves - Capital Projects | 411,100 |
| Reserves - Clubhouse | 31,865 |
| Reserves - Field | 91,995 |
| Reserves - Landscape | 190,967 |
| Reserves - Recreation Facilities | 101,817 |
| Reserves - Roadways | 350,094 |
| TOTAL | <u><u>\$ 1,403,138</u></u> |

Notes to the Financial Statements
September 30, 2022

Financial Overview / Highlights

- ▶ Total Non-Ad valorem special assessments are 99% collected.
- ▶ Other Miscellaneous Revenue - Return of Trustee fees 2022 COI, FMIT Property & Engineering fee reimbursements.
- ▶ General Fund expenditures are 80% of the Adopted budget below the prorated 100%.
- ▶ Significant variances explained below.

Variance Analysis

| Account Name | Annual Budget | YTD Actual | % YTD Budget | Explanation |
|--|---------------|------------|--------------|---|
| Expenditures | | | | |
| <u>Administrative</u> | | | | |
| P/R-Board of Supervisors | \$ 8,400 | \$ 15,000 | 179% | Board meetings through September. |
| FICA-Taxes | \$ 643 | \$ 1,148 | 179% | Payroll taxes through September. |
| ProfServ-Engineering | \$ 13,200 | \$ 50,538 | 383% | Survey fees, access for Juneberry Way, Stormwater & Repaving analysis fees. |
| ProfServ-Trustee Fees | \$ 7,758 | \$ 7,758 | 100% | Trustee fees for Series 2017 paid in full. |
| Auditing Services | \$ 3,600 | \$ 3,600 | 100% | Audit fees paid in full. |
| Website Compliance | \$ 2,000 | \$ 3,242 | 162% | Website compliance fees through September. |
| Legal Advertising | \$ 2,500 | \$ 5,118 | 205% | Notices for workshops & public hearings through September. |
| Annual District Filing Fee | \$ 175 | \$ 175 | 100% | Filing fees paid in full. |
| <u>Field</u> | | | | |
| ProfServ - Field Mgmt Onsite | \$ 61,991 | \$ 62,166 | 100% | Additional Inframark fees of \$175 for Jan '22 |
| R&M-Common Area | \$ 15,000 | \$ 64,604 | 431% | Access road work, Roof cleaning for Rec center & Bush hogging. |
| R&M-Irrigation | \$ 11,000 | \$ 18,019 | 164% | Main line repairs & new timers. |
| R&M-Lake | \$ 23,400 | \$ 27,474 | 117% | Monthly waterway services, replacements of two lights & new deluxe control box. |
| <u>Gatehouse</u> | | | | |
| R&M-Gate | \$ 3,000 | \$ 14,783 | 493% | Kiosk repaired due to vandalism & Proximity cards. |
| <u>Road and Street Facilities</u> | | | | |
| R&M-Signage | \$ 2,000 | \$ 3,404 | 170% | New Stop & Yield signs plus power washing. |
| <u>Community Center</u> | | | | |
| Contracts-Security Services | \$ 48,048 | \$ 50,378 | 105% | Monthly Security fee is based on hours performed per month. |
| Miscellaneous Services | \$ 2,000 | \$ 4,110 | 206% | Management fees, Cleaning supplies & Holiday lighting. |

BRIGHTON LAKES
Community Development District

Supporting Schedules

September 30, 2022

**Non-Ad Valorem Special Assessments - Osceola County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2022**

| Date Received | Net Amount Received | Discount / (Penalties) Amount | Collection Costs | Gross Amount Received | ALLOCATION BY FUND | | | | | |
|-----------------------------------|---------------------|-------------------------------|------------------|-----------------------|---------------------|-------------------------------|-------------------|-------------------------------|---------------------------------|-----------------|
| | | | | | General Fund | Series 2015 Debt Service Fund | | Series 2017 Debt Service Fund | Series 2022-1 Debt Service Fund | |
| Assessments Levied FY 2022 | | | | \$ 1,636,648 | \$ 1,205,944 | 1 | \$ 210,053 | 1,2 | \$ 220,651 | \$ 210,053 |
| Allocation % | | | | 100% | 73.68% | | 12.83% | | 13.48% | 12.83% |
| 11/22/21 | \$ 138,717 | \$ 5,898 | \$ 2,831 | \$ 147,446 | \$ 108,644 | | \$ 18,924 | | \$ 19,878 | \$ - |
| 11/26/21 | 28,177 | 1,506 | 575 | 30,258 | 22,295 | | 3,883 | | 4,079 | - |
| 12/08/21 | 1,178,141 | 50,091 | 24,044 | 1,252,276 | 922,725 | | 160,721 | | 168,830 | - |
| 12/09/21 | 2,280 | 35 | 47 | 2,362 | 1,740 | | 303 | | 318 | - |
| 12/22/21 | 67,568 | 2,734 | 1,379 | 71,681 | 52,817 | | 9,200 | | 9,664 | - |
| 01/10/22 | 25,007 | 789 | 510 | 26,307 | 19,384 | | 3,376 | | 3,547 | - |
| 01/10/22 | 14,076 | 429 | 287 | 14,792 | 10,899 | | 1,898 | | 1,994 | - |
| 02/10/22 | 1,609 | 34 | 33 | 1,676 | 1,235 | | 215 | | 226 | - |
| 02/10/22 | 12,832 | 512 | 262 | 13,606 | 10,025 | | 1,746 | | 1,834 | - |
| 03/10/22 | 543 | - | 11 | 554 | 408 | | - | | 75 | 71 |
| 03/10/22 | 12,460 | 151 | 254 | 12,866 | 9,480 | | - | | 1,735 | 1,651 |
| 04/08/22 | 14,023 | - | 286 | 14,310 | 10,544 | | - | | 1,929 | 1,837 |
| 04/08/22 | 22,884 | 22 | 467 | 23,373 | 17,222 | | - | | 3,151 | 3,000 |
| 05/09/22 | 1,123 | (33) | 23 | 1,113 | 820 | | - | | 150 | 143 |
| 05/09/22 | 13,230 | (393) | 270 | 13,107 | 9,658 | | - | | 1,767 | 1,682 |
| 06/08/22 | 4,331 | (129) | 88 | 4,290 | 3,161 | | - | | 578 | 551 |
| 06/17/22 | 4,377 ³ | (130) | 89 | 4,336 | 3,195 | | - | | 585 | 557 |
| TOTAL | \$ 1,541,378 | \$ 61,516 | \$ 31,457 | \$ 1,634,351 | \$ 1,204,252 | | \$ 200,267 | | \$ 220,341 | \$ 9,491 |
| % COLLECTED | | | | 100% | 100% | | 100% | | 100% | 100% |
| Total O/S | | | | \$ 2,297 | \$ 1,692 | | \$ - | | \$ 310 | \$ 295 |

Notes:

- 1) Reduction of General Fund (\$1,607.92) & 2015 DS (\$488.38) for parcels seized by the US Government.
- 2) The 2015 Series was replaced by the 2022-2 series in Mar '22.
- 3) Tax sale distribution

Cash and Investment Report
September 30, 2022

| <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% | \$ 184,063 |
| Money Market Account | BankUnited | MMA | N/A | 2.15% | \$ 1,463,422 |
| Operating Account- Fund A | SBA | Local Gov. Surplus Trust Fund | N/A | 0.77% | \$ 12,939 |
| | | | | GF Subtotal | \$ 1,660,424 |
| <u>DEBT SERVICE FUNDS</u> | | | | | |
| Series 2017 Reserve Account | US Bank | Open-Ended CP | N/A | 0.01% | \$ 21,001 |
| Series 2017 Revenue Account | US Bank | Open-Ended CP | N/A | 0.01% | \$ 35,039 |
| Series 2022-1 Interest Account | US Bank | Open-Ended CP | N/A | 0.01% | \$ 47,053 |
| Series 2022-1 Revenue Fund | US Bank | Open-Ended CP | N/A | 0.01% | \$ 12,684 |
| Series 2022-2 Interest Fund | US Bank | Open-Ended CP | N/A | 0.01% | \$ 22,196 |
| Series 2022-2 Revenue Fund | US Bank | Open-Ended CP | N/A | 0.01% | \$ 2,066 |
| | | | | DS Subtotal | \$ 140,039 |
| <u>CAPITAL PROJECTS FUNDS</u> | | | | | |
| Series 2022-1 Construction Fund | US Bank | Open-Ended CP | N/A | 0.01% | \$ 3,739,781 |
| | | | | CP Subtotal | \$ 3,739,781 |
| | | | | Total | \$ 5,540,244 |

Brighton Lakes CDD

Bank Reconciliation

Bank Account No. 9878 Bank United GF
Statement No. 09-22
Statement Date 9/30/2022

| | | | |
|-----------------------------|------------|-----------------------------|------------|
| G/L Balance (LCY) | 184,061.70 | Statement Balance | 187,524.70 |
| G/L Balance | 184,061.70 | Outstanding Deposits | 0.00 |
| Positive Adjustments | 0.00 | | |
| | <hr/> | Subtotal | 187,524.70 |
| Subtotal | 184,061.70 | Outstanding Checks | 3,463.00 |
| Negative Adjustments | 0.00 | Differences | 0.00 |
| | <hr/> | | |
| Ending G/L Balance | 184,061.70 | Ending Balance | 184,061.70 |
| Difference | 0.00 | | |

| Posting Date | Document Type | Document No. | Description | Amount | Cleared Amount | Difference |
|--------------------------------------|---------------|--------------|--------------------------------|-----------------|----------------|-----------------|
| Outstanding Checks | | | | | | |
| 9/16/2022 | Payment | 766 | OSCEOLA COUNTY HEALTH DEPT | 50.00 | 0.00 | 50.00 |
| 9/30/2022 | Payment | 767 | FLORIDA MUNICIPAL INSURANCE TR | 3,413.00 | 0.00 | 3,413.00 |
| Total Outstanding Checks..... | | | | 3,463.00 | | 3,463.00 |

Subsection 7C

Check Register and Invoices

BRIGHTON LAKES
Community Development District

Check Register and Invoices

August to September 2022

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 08/01/22 to 09/30/22
(Sorted by Payee)

| Fund No. | Date | Payee | Invoice No. | Payment Description | Invoice / GL Description | G/L Account # | Amount Paid | |
|---------------------------|----------|-------------------------------|--------------|--|-----------------------------|---------------|--------------------|--------------------|
| GENERAL FUND - 001 | | | | | | | | |
| CHECK # 738 | | | | | | | | |
| 001 | 08/24/22 | A PRESTIGE AIR CONDITIONING & | 12881 | HVAC DIAGNOSTIC | R&M-Clubhouse | 546015-57204 | \$85.00 | |
| 001 | 08/24/22 | A PRESTIGE AIR CONDITIONING & | 12893 | A/C REPAIR - NEW BLOWER MOTOR / CAPACITOR | R&M-Clubhouse | 546015-57204 | \$883.00 | |
| | | | | | | | Check Total | \$968.00 |
| CHECK # 724 | | | | | | | | |
| 001 | 08/02/22 | BLADE RUNNERS COMMERCIAL | 457691 | BUSH HOGGING | R&M-Common Area | 546016-53901 | \$3,000.00 | |
| CHECK # 731 | | | | | | | | |
| 001 | 08/04/22 | BLADE RUNNERS COMMERCIAL | 457701 | AUG 2022 LANDSCAPE MAINT | Contracts-Landscape | 534050-53901 | \$18,154.00 | |
| CHECK # 739 | | | | | | | | |
| 001 | 08/24/22 | BLADE RUNNERS COMMERCIAL | 457738 | MONTHLY INSPECTIONS / REPAIRS | R&M-Irrigation | 546041-53901 | \$1,406.08 | |
| CHECK # 759 | | | | | | | | |
| 001 | 09/15/22 | BLADE RUNNERS COMMERCIAL | 457781 | SEPT 2022 LANDSCAPE MAINT | Contracts-Landscape | 534050-53901 | \$18,154.00 | |
| 001 | 09/15/22 | BLADE RUNNERS COMMERCIAL | 457810 | REPLACE DAMAGED SPRAYS/ROTORS & NOZZLES | R&M-Irrigation | 546041-53901 | \$784.02 | |
| | | | | | | | Check Total | \$18,938.02 |
| CHECK # 725 | | | | | | | | |
| 001 | 08/02/22 | CHURCHILLS POOLS | 30980 | JUNE POOL CHEMICALS | R&M-Pools | 546074-57204 | \$860.82 | |
| 001 | 08/02/22 | CHURCHILLS POOLS | 31004 | POOL SVCS THRU AUG 2022 | R&M-Pools | 546074-57204 | \$677.20 | |
| | | | | | | | Check Total | \$1,538.02 |
| CHECK # 740 | | | | | | | | |
| 001 | 08/24/22 | CHURCHILLS POOLS | 31061 | POOL CHEMICAL DELIVERY | R&M-Pools | 546074-57204 | \$881.42 | |
| CHECK # 760 | | | | | | | | |
| 001 | 09/15/22 | CHURCHILLS POOLS | 31080 | SEPT 2022 POOL MAINT | R&M-Pools | 546074-57204 | \$677.20 | |
| 001 | 09/15/22 | CHURCHILLS POOLS | 31117 | POOL CHEMICALS | R&M-Pools | 546074-57204 | \$836.39 | |
| | | | | | | | Check Total | \$1,513.59 |
| CHECK # 755 | | | | | | | | |
| 001 | 09/08/22 | DICK JOYCE WELL DRILLING | 22-06148 | 2-5HP DELUXE CONTROL BOX | R&M-Lake | 546042-53901 | \$1,434.00 | |
| CHECK # 726 | | | | | | | | |
| 001 | 08/02/22 | ENVERA SYSTEMS LLC | 716814 | GATE ACCESS - AUG 2022 | Contracts-Security Services | 534037-53904 | \$6,184.15 | |
| 001 | 08/02/22 | ENVERA SYSTEMS LLC | INV000005619 | 100 PROXIMITY CARDS | R&M Gate | 546034-53904 | \$912.00 | |
| | | | | | | | Check Total | \$7,096.15 |
| CHECK # 741 | | | | | | | | |
| 001 | 08/24/22 | ENVERA SYSTEMS LLC | 00050011 | KARIBA GATE REPAIRS | R&M Gate | 546034-53904 | \$145.00 | |
| CHECK # 756 | | | | | | | | |
| 001 | 09/08/22 | ENVERA SYSTEMS LLC | 717835 | SEPTEMBER 2022 GATE ACCESS | Contracts-Security Services | 534037-53904 | \$6,184.15 | |
| CHECK # 761 | | | | | | | | |
| 001 | 09/15/22 | ENVERA SYSTEMS LLC | 718901 | ACCESS CONTROL 10/1-12/31/22 | Contracts-Security Services | 534037-53904 | \$246.00 | |
| CHECK # 742 | | | | | | | | |
| 001 | 08/24/22 | EXERCISE SYSTEMS INC | 25210 | BI MONTHLY PREVENTIVE MAINT FIT CTR 8/3/22 | R&M-Clubhouse | 546015-57204 | \$230.00 | |

BRIGHTON LAKES
Community Development District

Payment Register by Fund
For the Period from 08/01/22 to 09/30/22
(Sorted by Payee)

| Fund No. | Date | Payee | Invoice No. | Payment Description | Invoice / GL Description | G/L Account # | Amount Paid |
|--------------------|----------|--------------------------------|------------------|--------------------------------------|--|---------------|--------------------|
| CHECK # 757 | | | | | | | |
| 001 | 09/14/22 | FEDEX | 7-874-63847 | AUG POSTAGE | Postage and Freight | 541006-51301 | \$72.49 |
| CHECK # 767 | | | | | | | |
| 001 | 09/30/22 | FLORIDA MUNICIPAL INSURANCE TR | INV-36370-N2C7-A | 1ST INSTALL GEN / PROP CVRG FY 22/23 | Prepaid Items | 155000 | \$3,413.00 |
| CHECK # 732 | | | | | | | |
| 001 | 08/08/22 | HANSON, WALTER & ASSOCIATES | 5284174 | STORMWATER NEEDS ANALYSIS | ProfServ-Engineering | 531013-51501 | \$3,600.00 |
| 001 | 08/08/22 | HANSON, WALTER & ASSOCIATES | 5284171 | CDD CONSULTATION | ProfServ-Engineering | 531013-51501 | \$600.00 |
| 001 | 08/08/22 | HANSON, WALTER & ASSOCIATES | 5284173 | ROAD REPAVING PROJECT | ProfServ-Engineering | 531013-51501 | \$1,006.25 |
| 001 | 08/08/22 | HANSON, WALTER & ASSOCIATES | 5284172 | EMERGENCY ACCESS - JUNE BERRY WAY | ProfServ-Engineering | 531013-51501 | \$1,638.75 |
| Check Total | | | | | | | \$6,845.00 |
| CHECK # 743 | | | | | | | |
| 001 | 08/24/22 | HANSON, WALTER & ASSOCIATES | 5284487 | ROADWAY REPAVING PROJECT | ROADWAY REPAVING | 531013-51501 | \$512.50 |
| CHECK # 727 | | | | | | | |
| 001 | 08/02/22 | HOME DEPOT | 070522-7008 | DRAWSTRING KITCHEN BAGS | Misc-Contingency | 549900-53901 | \$19.97 |
| CHECK # 750 | | | | | | | |
| 001 | 08/24/22 | HOME DEPOT | 080522-7008 | BLACKTOP/MOP REFILLS/CLEANERS/BROOM | Misc-Contingency | 549900-53901 | \$736.67 |
| CHECK # 733 | | | | | | | |
| 001 | 08/08/22 | INFRAMARK, LLC | 80485 | JULY 2022 MGMT FEES | GODADDY.COM | 549001-51301 | \$3.13 |
| 001 | 08/08/22 | INFRAMARK, LLC | 80485 | JULY 2022 MGMT FEES | ONSITE SVCS | 531106-53901 | \$5,165.92 |
| 001 | 08/08/22 | INFRAMARK, LLC | 80485 | JULY 2022 MGMT FEES | ProfServ-Field Management | 531016-53901 | \$3,552.67 |
| 001 | 08/08/22 | INFRAMARK, LLC | 80485 | JULY 2022 MGMT FEES | Postage and Freight | 541006-51301 | \$13.78 |
| 001 | 08/08/22 | INFRAMARK, LLC | 80485 | JULY 2022 MGMT FEES | ProfServ-Special Assessment | 531038-51301 | \$442.08 |
| 001 | 08/08/22 | INFRAMARK, LLC | 80485 | JULY 2022 MGMT FEES | ProfServ-Mgmt Consulting Serv | 531027-51201 | \$4,771.25 |
| 001 | 08/08/22 | INFRAMARK, LLC | 80485 | JULY 2022 MGMT FEES | BAY STATE ALARM | 549001-57204 | \$481.62 |
| Check Total | | | | | | | \$14,430.45 |
| CHECK # 751 | | | | | | | |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | ProfServ-Mgmt Consulting Serv | 531027-51201 | \$4,771.25 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | ProfServ-Field Management | 531016-53901 | \$3,552.67 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | ProfServ - Field Management Onsite Staff | 531106-53901 | \$5,165.92 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | Postage and Freight | 541006-51301 | \$10.22 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | ProfServ-Special Assessment | 531038-51301 | \$442.08 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | WOBLO7212022 | 546081-54101 | \$620.00 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | WOBL07202022 | 546084-54101 | \$580.00 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | WOBL07062022 | 546085-54101 | \$341.00 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | GO DADDY EMAIL DISCOUNT PACKAGE | 534397-51301 | \$22.56 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | BAY STATE ALARM | 549001-57204 | \$481.62 |
| 001 | 08/30/22 | INFRAMARK, LLC | 81660 | AUG 2022 MGMT FEES | BASKETBALL NETS FOR COM CTR | 549001-57204 | \$11.09 |
| Check Total | | | | | | | \$15,998.41 |

BRIGHTON LAKES

Community Development District

**Payment Register by Fund
For the Period from 08/01/22 to 09/30/22
(Sorted by Payee)**

| Fund No. | Date | Payee | Invoice No. | Payment Description | Invoice / GL Description | G/L Account # | Amount Paid |
|----------------------|----------|----------------------------|---------------------|---|-----------------------------|---------------|-------------------|
| CHECK # 734 | | | | | | | |
| 001 | 08/08/22 | KUTAK ROCK LLP | 30818323423-1 | GEN COUNSEL THRU JUNE 2022 | ProfServ-Legal Services | 531023-51401 | \$565.53 |
| 001 | 08/08/22 | KUTAK ROCK LLP | 30818333423-4 | ROADWAY RESURFACING PROJ THRU JUNE 2022 | ProfServ-Legal Services | 531023-51401 | \$208.00 |
| Check Total | | | | | | | \$773.53 |
| CHECK # 752 | | | | | | | |
| 001 | 08/30/22 | KUTAK ROCK LLP | 3095261 | MAGNOSEC/BOARD MTG/ENCROACHMENT | ProfServ-Legal Services | 531023-51401 | \$2,573.05 |
| 001 | 08/30/22 | KUTAK ROCK LLP | 3095262 | GEN COUNSEL THRU JULY 2022 | ProfServ-Legal Services | 531023-51401 | \$1,970.00 |
| Check Total | | | | | | | \$4,543.05 |
| CHECK # 728 | | | | | | | |
| 001 | 08/02/22 | MAGNOSEC CORP | 883 | SEC SVCS 7/11-7/24/22 | Contracts-Security Services | 534037-57204 | \$2,128.00 |
| CHECK # 744 | | | | | | | |
| 001 | 08/24/22 | MAGNOSEC CORP | 897 | SECURITY SVCS 7/25-8/7/22 | Contracts-Security Services | 534037-57204 | \$2,128.00 |
| CHECK # 753 | | | | | | | |
| 001 | 08/30/22 | MAGNOSEC CORP | 911 | SECURITY SVCS 8/8-8/21/22 | Contracts-Security Services | 534037-57204 | \$2,128.00 |
| CHECK # 762 | | | | | | | |
| 001 | 09/15/22 | MAGNOSEC CORP | 927 | SEC SVCS 8/22-9/4/22 | Contracts-Security Services | 534037-53904 | \$2,128.00 |
| CHECK # 758 | | | | | | | |
| 001 | 09/14/22 | OSCEOLA COUNTY HEALTH DEPT | 49-BID-6188013 | STATE OF FL POOL INSPECTION FEE | R&M-Pools | 546074-57204 | \$50.00 |
| CHECK # 766 | | | | | | | |
| 001 | 09/16/22 | OSCEOLA COUNTY HEALTH DEPT | 49-BID-6188016 | POOL PERMIT FEES - WADING POOL | R&M-Pools | 546074-57204 | \$50.00 |
| CHECK # DD525 | | | | | | | |
| 001 | 08/07/22 | CHARTER COMMUNICATIONS | 059031701072222 ACH | bill prd 7/21/22-8/20/22 | Communication - Telephone | 541003-51301 | \$39.99 |
| CHECK # DD526 | | | | | | | |
| 001 | 08/07/22 | CHARTER COMMUNICATIONS | 025014901071522 | SERVICES FROM 07/14/22-08/13/22 | Communication - Telephone | 541003-51301 | \$274.68 |
| CHECK # DD530 | | | | | | | |
| 001 | 08/19/22 | TOHO WATER AUTHORITY - ACH | 072322 ACH | BILL PRD 6/23-7/23/22 | Utility - Water & Sewer | 543021-53901 | \$596.46 |
| CHECK # DD534 | | | | | | | |
| 001 | 08/26/22 | CHARTER COMMUNICATIONS | 071021501080922 | BILL PRD 8/8-9/7/22 KARIBA GATE | Communication - Telephone | 541003-51301 | \$149.97 |
| CHECK # DD535 | | | | | | | |
| 001 | 08/26/22 | CHARTER COMMUNICATIONS | 07105550081022 ACH | SERVICES FROM 08/09-09/08/22 | Communication - Telephone | 541003-51301 | \$159.97 |
| CHECK # DD533 | | | | | | | |
| 001 | 08/26/22 | CENTURYLINK-ACH | 080122-8906 ACH | BILL PRD 8/1-8/31/22 | Communication - Telephone | 541003-51301 | \$218.88 |
| CHECK # DD536 | | | | | | | |
| 001 | 08/15/22 | CENTURYLINK-ACH | 072222-2871 ACH | 7/22-8/21/22 GATEHOUSE | Communication - Telephone | 541003-51301 | \$334.29 |
| CHECK # DD537 | | | | | | | |
| 001 | 08/22/22 | KUA - ACH | 080322 ACH | BILL PRD 6/26-7/26/22 | Electricity - General | 543006-53901 | \$6,053.86 |
| CHECK # DD544 | | | | | | | |
| 001 | 09/12/22 | CHARTER COMMUNICATIONS | 059031701082222 ACH | BILL PRD 8/21-9/20/22 | Communication - Telephone | 541003-51301 | \$39.99 |
| CHECK # DD543 | | | | | | | |
| 001 | 09/12/22 | CENTURYLINK-ACH | 082222-2871 ACH | 8/22-9/21/22 GATEHOUSE | Communication - Telephone | 541003-51301 | \$334.29 |

BRIGHTON LAKES

Community Development District

**Payment Register by Fund
For the Period from 08/01/22 to 09/30/22
(Sorted by Payee)**

| Fund No. | Date | Payee | Invoice No. | Payment Description | Invoice / GL Description | G/L Account # | Amount Paid |
|----------------------|----------|----------------------------|---------------------|--|---------------------------|---------------|-------------|
| CHECK # DD545 | | | | | | | |
| 001 | 09/22/22 | CENTURYLINK-ACH | 090122-8906 ACH | BILL PRD BILL PRD 9/1-9/30/22 | Communication - Telephone | 541003-51301 | \$218.88 |
| CHECK # DD546 | | | | | | | |
| 001 | 09/22/22 | TOHO WATER AUTHORITY - ACH | 82322 ACH | BILL PRD 7/23-8/23/22 | Utility - Water & Sewer | 543021-53901 | \$868.95 |
| CHECK # DD547 | | | | | | | |
| 001 | 09/22/22 | KUA - ACH | 090622 ACH | BILL PRD 7/19-8/17/22 | Electricity - General | 543006-53901 | \$5,590.33 |
| CHECK # DD548 | | | | | | | |
| 001 | 09/26/22 | CHARTER COMMUNICATIONS | 071055501091022 ACH | BILL PRD 9/9-10/8/22 GTHS | Communication - Telephone | 541003-51301 | \$159.97 |
| CHECK # DD549 | | | | | | | |
| 001 | 09/26/22 | CHARTER COMMUNICATIONS | 071021501090922 ACH | BILL PRD 9/8-10/7/22 GTHS | Communication - Telephone | 541003-51301 | \$149.97 |
| CHECK # DD550 | | | | | | | |
| 001 | 09/01/22 | CHARTER COMMUNICATIONS | 025014901081522 ACH | BILL PRD 8/14-9/13/22 | Communication - Telephone | 541003-51301 | \$274.68 |
| CHECK # 763 | | | | | | | |
| 001 | 09/15/22 | REXEL USA INC. | S134492117.001 | IRR TIMER | R&M-Irrigation | 546041-53901 | \$241.35 |
| CHECK # 729 | | | | | | | |
| 001 | 08/02/22 | SITEX AQUATICS, LLC | 6443B | REPLACEMENT OF 2 LIGHT FIXTURES - POND 3 | R&M-Lake | 546042-53901 | \$1,440.00 |
| CHECK # 745 | | | | | | | |
| 001 | 08/24/22 | SITEX AQUATICS, LLC | 6460B | AUGUST 2022 LAKE MAINT | R&M-Lake | 546042-53901 | \$1,950.00 |
| CHECK # 764 | | | | | | | |
| 001 | 09/15/22 | SITEX AQUATICS, LLC | 6577B | SEPT 2022 LAKE MAINT | R&M-Lake | 546042-53901 | \$1,950.00 |
| CHECK # 730 | | | | | | | |
| 001 | 08/02/22 | TERMINIX PROCESSING CENTER | 422297281 | PEST CONTROL | R&M-Clubhouse | 546015-57204 | \$76.69 |
| CHECK # 746 | | | | | | | |
| 001 | 08/24/22 | TERMINIX PROCESSING CENTER | 422298410 | PEST CONTROL 7/7/22 | R&M-Clubhouse | 546015-57204 | \$67.00 |
| CHECK # 747 | | | | | | | |
| 001 | 08/24/22 | TERMINIX PROCESSING CENTER | 081122-6575837 | PEST CONTROL - 10/22 - 10/23 | Prepaid Items | 155000-57204 | \$364.00 |
| CHECK # 748 | | | | | | | |
| 001 | 08/24/22 | TERMINIX PROCESSING CENTER | 423247593 | PEST CONTROL 8/2/22 | R&M-Clubhouse | 546015-57204 | \$76.69 |
| CHECK # 749 | | | | | | | |
| 001 | 08/24/22 | TERMINIX PROCESSING CENTER | 423247781 | PEST CONTROL 8/2/22 | R&M-Clubhouse | 546015-57204 | \$67.00 |
| CHECK # 765 | | | | | | | |
| 001 | 09/15/22 | TERMINIX PROCESSING CENTER | 424439287 | PEST CONTYROL 9/2/22 | R&M-Clubhouse | 546015-57204 | \$76.69 |
| CHECK # DD532 | | | | | | | |
| 001 | 08/16/22 | DENNIS J. HISLER | PAYROLL | August 16, 2022 Payroll Posting | | | \$184.70 |
| CHECK # DD540 | | | | | | | |
| 001 | 09/07/22 | DENNIS J. HISLER | PAYROLL | September 07, 2022 Payroll Posting | | | \$184.70 |
| CHECK # DD527 | | | | | | | |
| 001 | 08/15/22 | JOHN M. CRARY | PAYROLL | August 15, 2022 Payroll Posting | | | \$84.70 |

BRIGHTON LAKES
Community Development District

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For the Period from 08/01/22 to 09/30/22
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|----------------------|----------|--------------------|-------------|------------------------------------|--------------------------|---------------|---------------------|
| CHECK # DD538 | | | | | | | |
| 001 | 09/07/22 | JOHN M. CRARY | PAYROLL | September 07, 2022 Payroll Posting | | | \$84.70 |
| CHECK # 735 | | | | | | | |
| 001 | 08/10/22 | MARCIAL RODRIGUEZ | PAYROLL | August 10, 2022 Payroll Posting | | | \$184.70 |
| CHECK # 754 | | | | | | | |
| 001 | 09/07/22 | MARCIAL RODRIGUEZ | PAYROLL | September 07, 2022 Payroll Posting | | | \$184.70 |
| CHECK # DD531 | | | | | | | |
| 001 | 08/16/22 | MARK A. PETERS | PAYROLL | August 16, 2022 Payroll Posting | | | \$184.70 |
| CHECK # DD539 | | | | | | | |
| 001 | 09/07/22 | MARK A. PETERS | PAYROLL | September 07, 2022 Payroll Posting | | | \$184.70 |
| CHECK # DD529 | | | | | | | |
| 001 | 08/15/22 | MICHELLE INCANDELA | PAYROLL | August 15, 2022 Payroll Posting | | | \$184.70 |
| CHECK # DD542 | | | | | | | |
| 001 | 09/07/22 | MICHELLE INCANDELA | PAYROLL | September 07, 2022 Payroll Posting | | | \$184.70 |
| CHECK # DD528 | | | | | | | |
| 001 | 08/15/22 | NADINE N. SINGH | PAYROLL | August 15, 2022 Payroll Posting | | | \$184.70 |
| CHECK # DD541 | | | | | | | |
| 001 | 09/07/22 | NADINE N. SINGH | PAYROLL | September 07, 2022 Payroll Posting | | | \$184.70 |
| Fund Total | | | | | | | \$141,482.48 |

SERIES 2017 DEBT SERVICE FUND - 205

| | | | | | | | |
|--------------------|----------|--------------------------------------|--------------------|---------------------------------------|----------------------|--------|-------------------|
| CHECK # 736 | | | | | | | |
| 205 | 08/11/22 | BRIGHTON LAKES CDD C/O U.S BANK N.A. | 081122-2017 SERIES | TRFR ASSESSMENTS 2017 SERIES FY 21-22 | Due From Other Funds | 131000 | \$1,173.98 |
| Fund Total | | | | | | | \$1,173.98 |

SERIES 2022-1 DEBT SERVICE FUND - 206

| | | | | | | | |
|--------------------|----------|--------------------------------------|----------------------|-----------------------------------|----------------------|--------|-------------------|
| CHECK # 737 | | | | | | | |
| 206 | 08/11/22 | BRIGHTON LAKES CDD C/O U.S BANK N.A. | 081122-2022-1 SERIES | TRFR ASSESS SERIES 2022-1 FY21-22 | Due From Other Funds | 131000 | \$1,117.59 |
| Fund Total | | | | | | | \$1,117.59 |

| | |
|--------------------------|---------------------|
| Total Checks Paid | \$143,774.05 |
|--------------------------|---------------------|

Section 8

Business Matters

Subsection 8A

**Hanson,
Walter &
Associates**



LETTER OF AGREEMENT

March 11, 2022

Brighton Lakes CDD
Attn: Mr. Robert Koncar, District Manager
Inframark, Infrastructure Management Services
313 Campus Street
Celebration, FL 34747

Re: **Brighton Lakes Roadway Repaving / Osceola County, FL**
Brighton Lakes CDD
HWA Job # 3758-43-04

Dear Mr. Koncar:

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with the Brighton Lakes Community Development District as follows:

Professional Land Surveying Services:

- 1. Provide topographic as-built surveys of recommended and or requested areas within the project areas for use in the roadway renewal design, construction, and repair phases of the project to assist the engineer, the owner, and the contractor.....**Time & Materials Budget up to \$ 10,000.00**

Civil Engineering Design Services:

- 1. Provide Consulting Services, to include analysis of existing pavement and curbing of all the roadways within Brighton Lakes Phase 1 & 2 to include drainage evaluation, site visits to identify areas of existing standing water and other required repairs, providing civil engineering design & permitting, preparing construction plans, preparing bid project manual, assisting with the bidding process and bid review, construction management services, and full time inspections for the renewal & replacement of all of the roadway segments for an estimated 9 to 12 month construction period.
.....**Time & Materials Budget up to \$ 215,000.00**

Exclusions

This fee does not include planning & zoning services; drainage or stormwater pond capacity analysis, calculations or permitting; architectural services; transportation engineering analysis; traffic signal modification design; structural engineering; environmental analysis; landscape/irrigation design services; site lighting plan; secondary utility design (i.e. electric, cable, phone, gas, etc.); geotechnical engineering, soils work or soils testing; hydrogeology; construction layout; construction management, or application fees.

Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Work Not Specified

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Professional Services".

Hourly Charges

Hourly work will be billed at our current prevailing hourly rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours will be billed at 1½ times the direct labor cost and overhead.

Lump Sum Fees

The above stated Lump Sum Fee(s) are fixed for a period of thirty (30) days from the date of this proposal. If the work has not been initiated on any lump sum item within the period, Consultant reserves the right to terminate this Agreement as it relates to said item.



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PROFESSIONAL ENGINEERING SURVEYING & PLANNING

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

Permit and Application Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review or permit fees, or other charges assessed by said agencies. These fees shall be paid for by the Client.

Reproduction and Outside Service Fees

The above service fees include the cost of printing and/or reproduction necessary for permitting submittals and approvals plus five (5) additional sets of drawings and documents for the Owner. Additional copies of documents and/or drawings will be invoiced to you as direct charges as per "Schedule of Fees for Professional Services."

Ownership of Documents

Hanson, Walter & Associates, Inc. will retain ownership of the original documents pertaining to this project and will not release copies of same without authorization from you or your agent.

Invoicing and Payment

A retainer will not be required prior to the work being performed. All work will be invoiced approximately the 20th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.

Design Professionals Contractual Limitation on Liability

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. **PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**



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Acceptance

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.

Termination

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Consultants.

Acceptance of Proposal

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This Proposal Accepted By



Mark S. Vincutonis, P.E.

Client Signature

3-11-22

Date

Date

MSV

w/attachments

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

| <u>CONSULTING SERVICES</u> | <u>\$/HR.</u> |
|---|---------------|
| A. Senior Principal | \$ 200.00 |
| B. Principal | 150.00 |
| C. Project Manager | 125.00 |
| D. Engineer | 85.00 |
| E. Land Planner | 75.00 |
| F. Senior Engineering Technician (CAD) | 70.00 |
| G. Senior Design Technician (CAD) | 65.00 |
| H. Design Technician (CAD) | 60.00 |
| I. Project Coordinator/Scheduler | 60.00 |
| J. Surveying Services | |
| 1. Survey Field Crew | 125.00 |
| 2. GPS Survey Crew | 135.00 |
| 3. Principal Land Surveyor | 105.00 |
| 4. Associate Land Surveyor | 95.00 |
| 5. Senior Technician (CAD) | 75.00 |
| 6. Computer Technician (CAD) | 70.00 |
| K. Secretarial Services | 37.00 |
| L. Miscellaneous Expenses | |
| a. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea. | 2.00/3.00 |
| b. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea. | 10.00/15.00 |
| c. Sepia Mylar 24" x 36"/30" x 42", ea. | 15.00/20.00 |
| d. Xerox Copies, ea. mass reproduction | .25 |
| e. Xerox Copies of Original Survey 8½" x 14" | 5.00 |
| Plus each additional | 1.00 |
| f. Travel, per mile, portal to portal | .40 |
| g. Printing, Graphics, Postage, etc. | Cost + 20% |
| h. Long Distance Telephone Charges | Cost + 20% |
| i. Out of Town Expenses (Overnight) | Cost + 30% |
| j. Sub-Consultant Services, Laboratory, Testing, etc. | Cost + 15% |
| k. Permit and Application Fee Advances | Cost + 10% |
| l. Overnight Deliveries | Cost + 20% |
| m. Courier Services | Cost + 20% |

For sworn testimony at depositions and hearings, etc., the above rates will be doubled.

For services in court, the above rates will be doubled with a minimum of an eight hour day charged for each day of appearance.

Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.



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Website: www.hansonwalter.com

Client/Owner Profile

Contact Information

Date:

| | |
|--------------------------|--------------------------|
| Client Name: | Property Owner: |
| Address: | Address: |
| | |
| Phone: | Phone: |
| Additional Phone: | Additional Phone: |
| Fax: | Fax: |
| E-Mail: | E-Mail: |

| |
|-------------------------|
| Billing Contact: |
| Billing Address: |
| |
| Phone: |
| Fax: |
| E-Mail: |

| |
|----------------------|
| Job Contact: |
| Phone: |
| Mobile Phone: |
| E-Mail: |

-----HWA Administrative Use Only-----

| |
|------------------------|
| Job # |
| |
| Project Name |
| |
| Project Manager |
| |
| Engineer |

Distribution: 1) Accounting, 2) Project Coordinator, 3) Administrative Team



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Letter of Authorization

Date _____

RE: **Brighton Lakes CDD – Roadway Repaving / Osceola County**

To Whom It May Concern:

This letter does hereby authorize Hanson, Walter & Associates, Inc. to act as representative for
Brighton Lakes Community Development District

(Owner)

with the respective reviewing/permitting agencies in an effort to receive all approvals necessary for the required permitting for the above referenced project located in Osceola County, Florida.

By execution of this document, the Owner does hereby allow Hanson, Walter & Associates, Inc. access to the site in order to fulfill the requirements of the contract.

If you have any questions, please contact me at _____.

Sincerely,

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20____, by _____, who is personally known to me, or who
(name of person making statement)

produced _____ as identification.

SEAL:

Notary Public Signature: _____



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Subsection 8B

Proposed Rules

BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT

RULES RELATING TO DISTRICT FACILITIES

In accordance with Chapters 190 and 120 of the Florida Statutes, and on [REDACTED], 2022] at a duly noticed public hearing, the Board of Supervisors (“Board”) of the Brighton Lakes Community Development District (“District”) adopted the following rules to govern its recreational facilities (“District Facilities”), which consist of the Recreation Center (Fitness Room and Pool), Community Room, Playgrounds, and Basketball and Tennis Courts. This rule repeals and supersedes all prior rules governing the same subject matter.

The District has adopted these Rules (“Rules”) for the safety and security of the District and its residents and their guests. The Board may modify these rules from time to time as needed.

| |
|------------------|
| GENERAL POLICIES |
|------------------|

In the event of an emergency, please call 911. After contacting 911, all emergencies and injuries occurring on the District Facilities must be reported to District Management.

If a resident observes or suspects unusual activity on the grounds, please report it to the police first and then to District Management. If a resident would like to report damage or hazards on District Facilities or a violation of the Rules, the resident may report it to District Management. District Management contact information:

| | |
|-------------------------------------|--------------|
| Field Manager: Freddy Blanco..... | 407-947-2489 |
| District Manager: Gabriel Mena..... | 754-399-8440 |
| District Management Office..... | 407-566-1935 |

GOOD NEIGHBOR POLICY

We want everyone who lives in our community to enjoy a carefree lifestyle. In order to allow everyone the opportunity to enjoy the District Facilities, all residents and their guests are expected to maintain an appropriate level of decorum in dress and behavior. Residents and/or guests who do not abide by the policies stated herein, maintain the appropriate level of decorum, or are abusive to other patrons or District staff may be asked to leave the premises or be removed by appropriate means. Continued like behavior may result in action by the Board of Supervisors of the District including, but not limited to, a suspension or termination of the resident’s use of the District Facilities. Notice of the District Board’s intent to consider such action during a public meeting shall be provided to the resident against whom such action will be considered.

IN AN ATTEMPT TO PRESERVE OUR RESIDENTS’ PRIVACY, WE DO NOT PERMIT SOLICITATIONS OF ANY KIND AT THE DISTRICT FACILITIES.

ANNUAL USER FEE

The Annual User Fee for any non-resident user is \$850.00. This fee will permit the use of all District Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the District Facilities by such non-resident user. Such fee may be increased, by action of the Board, to reflect increased costs of operation of the District Facilities; such increase may not exceed ten percent (10%) per year. The use of the District Facilities is not available for commercial purposes.

ACCESS CARDS

- (1) Residents can use their Access Cards to gain access to the District Facilities. Upon arrival, residents will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a resident provide an Access Card to another person to allow him or her to use the District Facilities in violation of these Rules.
- (2) Each resident household will receive two (2) Access Cards per home upon registration with the District.
- (3) Access Cards are the property of the District and are non-transferable except in accordance with these Rules.
- (4) All lost or stolen cards need to be reported immediately to the District. Replacement cards are available for a fee of \$10. Residents with the lost or stolen Access Card will be financially responsible for damages resulting from unreported loss or theft of the access card.

GUESTS

All guests must be accompanied by a Brighton Lakes resident over the age of eighteen (18) when using the District Facilities at all times unless otherwise noted in these Rules.

Each Brighton Lakes family unit is limited to four (4) guests at any one time at the District Facilities. Residents may request an exception to this limit for additional guests that are non-resident family members by applying in writing to District Management. District Management may grant such permission, in its sole discretion, if District Management determines that it does not conflict with the health, safety and welfare of residents. In determining whether to grant permission, District Management may take into consideration, among other things, the amount of people currently using District Facilities based on the calendar of events, holidays, reservation schedules, and other resident applications for additional guest exceptions. The resident's application shall list the name, age, relationship to the resident, and expected length of stay in the District for all of their guests. The application shall be signed by the resident and shall be kept on record in the District Management office. District Management may prepare a form of the application and may require residents to use the form. Babysitters must provide a notarized

written statement from the child's or children's parents or guardians authorizing custodial rights and proof of proper identification listing an emergency contact.

Guests must strictly adhere to all rules and regulations of the Brighton Lakes recreation center. Any violation of these rules will result in the revocation of the guest's privileges.

Brighton Lakes residents remain fully responsible for the behavior of their guests. Any damages and/or loss of equipment will be the responsibility of the resident.

RENTER'S PRIVILEGES

- (1) Property owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the renter of their residential unit(s) as the beneficial users of the property owners' District Facilities privileges. All such designations must be in writing and contain an affirmative statement of the renter's rights for the use and enjoyment of the District Facilities. A copy of the written designation must be provided to the District Manager before the renter will be permitted to use the District Facilities.
- (2) A renter who is designated as the beneficial user of the property owner's privileges shall be entitled to the same rights and privileges to use the District Facilities as the property owner and shall assume all liabilities associated with the assignment of such rights and privileges.
- (3) During the period when a renter is designated as the beneficial user of the property owner's privilege to use the District Facilities, the property owner shall not be entitled to use the District Facilities with respect to that property.
- (4) Property owners shall be responsible for all charges incurred by their renters which remain unpaid after the customary billing and collection procedure established by the District. Property owners are responsible for the deportment of their respective renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

| |
|----------------|
| FACILITY HOURS |
|----------------|

FITNESS ROOM

Open 5:00 a.m. to 10:00 p.m.

POOL AND COMMUNITY ROOM

Open dawn to dusk or 8:00 p.m. (whichever is later)

PLAYGROUND

Open dawn to dusk

BASKETBALL AND TENNIS COURTS

Open dawn to 10 p.m.

POOL POLICIES

GENERAL RULES

In addition to the following pool rules, the State or local municipality has rules governing public pool use. For the safety of our residents and Management's desire to comply with governing regulations, Brighton Lakes will enforce whichever rule is more restrictive.

The pool facilities may be used during designated operating hours. The pool facilities are used at the resident's own risk and with the utmost of care. All residents and guests will use the pool facilities at their own risk and will comply with the written and posted rules and regulations of the pool. All rules and regulations will be strictly enforced at all times.

For their safety, all residents under the age of eighteen (18) must have an adult resident over the age of eighteen (18) with them when using the pool facilities.

Residents swim at their own risk; there is no lifeguard on duty. **NO DIVING, RUNNING OR HORSEPLAY** is allowed around the pool.

For our residents' safety, no glass or other breakable objects are allowed in the pool area.

All users must shower before entering the pool.

No chewing gum is permitted in the pool or pool deck area.

Swimmers are required to wear footwear and cover-up over their bathing suits when in the recreation center.

Swimmers must dry off before entering the recreation center.

Proper swim attire must be worn in the pool and at the recreation center and on the pool deck area. Thong, t-back or Brazilian-cut bathing suits worn by either men or women are not considered proper swimming attire. **FOR PROPER POOL MAINTENANCE, NO CUT-OFFS, STREET CLOTHES, OR DIAPERS ARE TO BE WORN IN THE POOL!**

Please be considerate to neighbors by monitoring the noise level in and around the pool area. Running, rough-housing, loud music, and obscene language will not be tolerated. Residents and/or guests will be asked to leave the pool area immediately if this policy is violated.

Playing with emergency equipment (life ring, hook, etc.) is not allowed. Residents found tampering with these items will be subject to termination of pool privileges.

For safety reasons, no electrical cords can be run in the pool areas. All musical devices must be run by battery. Headphones are preferred for the enjoyment of everyone at the pool.

Reasonable inflatable toys and mattresses may be used. Boogie boards, kick boards and other similar objects are not allowed in the pool.

No alcoholic beverages are permitted in or around the pool area unless previously approved by the Board of Supervisors of the District.

For the comfort of others, changing of diapers, clothes, etc. is not allowed at the poolside. Please use the restroom facilities. Breast-feeding is permitted in accordance with Florida Law.

No one shall pollute the pool. Anyone who does so is liable for any costs incurred in treating or correcting the problem.

Infants and toddlers must wear swim diapers. Regular disposable and cloth diapers are not permitted in the pool.

Pool entrances must be kept clear at all times.

Smoking is not permitted at any time.

No animals are allowed in the pool or pool deck area unless as permitted by law for sight-impaired persons.

No roller blades, skateboards, or bicycles are permitted in the pool deck area.

No swinging on the ladders or railings is allowed.

Snapping of towels is not permitted.

Pool furniture may not be removed from the pool deck area.

Loud and abusive language is not allowed.

Unless otherwise authorized pursuant to Florida law, firearms or any other weapons are not permitted at District Facilities.

This community prides itself on the attractive appearance of our pool area. Please make use of the garbage cans.

Any person swimming when the facility is closed may be suspended from using the facility.

Management reserves the right to refuse anyone utilization of the pool facilities.

All residents must have their access cards with them at all times when using the facilities.

The maximum occupancy of the main pool is 112. Maximum occupancy of the kiddie pool is 24.

BRIGHTON LAKES DISTRICT MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS AND/OR INJURIES ASSOCIATED WITH ACTIVITIES RELATED TO POOL USE.

THUNDERSTORM POLICY

If lightning is sighted, regardless of location, the pool will be closed for 30 minutes. At that time, if no other lightning is seen, the pool will reopen. In case of a thunderstorm (with thunder only) in the immediate area, the pool will be closed for 15 minutes. If no thunder is heard during this period, the pool will be reopened.

FECES POLICY

If contamination occurs, the pool will be closed for a minimum of 12 hours up to a maximum of 24 hours, and the water will be shocked with chlorine to kill the bacteria. Parents should take their children to the bathroom before entering the pool. If a child is not completely potty trained, they must wear a swim diaper at all times in the pool area.

HEAVY RAIN POLICY

If at any time it rains so hard that swimmers cannot see the bottom of the pool, the pool will be closed.

FITNESS ROOM POLICIES

The fitness room facilities may be used during designated operating hours. The fitness room facilities are used at the resident's own risk and with the utmost of care. Everyone is urged to contact a physician before starting an exercise workout routine. All residents and guests will use the facilities at their own risk and will comply with the written and posted rules and regulations. All rules and regulations will be strictly enforced at all times.

Proper fitness attire and footwear must be worn in the fitness room facilities. Bathing suits worn by either men or women are not considered proper fitness attire. Footwear that does not cover the entire foot is not considered proper footwear.

Young adults ages sixteen (16) and older may use the fitness room facilities without adult supervision.

Youths thirteen (13) to fifteen (15) years old may use the fitness room facilities when accompanied by an adult eighteen (18) or older. However, the District Office must have on file a parental release of liability, which lists the adults who will accompany the minor to the fitness room facilities.

Children under the age of thirteen (13) are not permitted to use the fitness room facilities under any circumstances. Children under the age of thirteen (13) may be present in the fitness room facilities as long as the child remains in the designated children's play area of the fitness room facilities and the child is accompanied by an adult at least eighteen (18) years of age.

No skateboards, skates, or other wheeled toys are permitted in the fitness room.

No horseplay is allowed. Persons acting in such a manner will be asked to leave the fitness room.

No loud music is permitted, and musical devices must be battery operated. Headphones are preferred and suggested for use in the fitness room.

No loitering is permitted in the fitness room. Anyone loitering in the fitness room will be asked to leave the area.

No pets are permitted in the fitness room at any time unless as permitted by law for sight-impaired persons.

There is to be no misuse of equipment or furnishings in the fitness room. Persons damaging any District facilities will be held financially responsible for the costs of repairs and may lose access privileges to the fitness room facilities.

PLAYGROUND POLICIES

The playground shall be available for use from dawn until dusk.

Children under the age of eight (8) must be accompanied by someone at least sixteen (16) years of age.

Alcoholic beverages, glass containers, and other breakable items are prohibited.

The use of profanity or disruptive behavior is prohibited.

No roughhousing on the playground.

Persons using the playground must clean up all food, beverages, and miscellaneous trash brought to the playground.

No pets (other than Service Animals) are permitted on the playground.

Absolutely NO SMOKING is permitted on the playground.

BASKETBALL AND TENNIS COURT POLICIES

Basketball and tennis courts may be used during designated operating hours. All residents and guests using the courts are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules. Disregard for or violation of the District's policies and rules and misuse or destruction of equipment may result in the suspension or termination of court privileges.

The courts are available on a first-come, first-served basis. The use of the basketball court is limited to one-half of the basketball court when others are waiting, to allow two (2) groups to use a court at a time. The use of the tennis courts is limited to one hour per use when others are waiting. If no one is waiting, use of the courts may continue.

Notwithstanding anything contained herein, residents and guests thirteen (13) years of age and older are permitted to use the courts. Children who are under thirteen (13) years of age must be accompanied by a resident at least eighteen (18) years of age.

Proper athletic shoes and attire are required at all times.

Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited.

Beverages are permitted if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the courts.

The courts must be left clean after use.

COMMUNITY ROOM AND POOL FACILITY USE FOR PRIVATE AND/OR COMMUNITY FUNCTIONS

Only District residents or paid users may use the community, including the community room and pool facility, for private events. Residents or paid users interested in reserving space in the community for a private event should call the District Manager at 407-566-1935 to obtain a rental request form.

The community room may be used during designated operating hours, and any event reserving space in the community room must adhere to such operating hours.

Current pool regulations and recreation center policies apply in all circumstances.

A complete list of those invited to an event must be provided to the District office seven (7) days in advance of the event.

An exclusive area will be designated for the event.

No glass containers are allowed in the pool or on the pool deck area. All eating is confined to the community room. Drinks in plastic bottles and aluminum cans are permitted on the pool deck. Alcoholic beverages are not permitted unless approved by the Board of Supervisors of the District. Residents and paid users are required to clean up after use of the community room and pool facilities, which includes, but is not limited to:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, table tops and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, and all cabinets and appliances used.
- Clean any windows and doors in the rented area.
- Ensure that no damage has occurred to District property in the area of the event.

The volume of live or recorded music must not violate applicable Osceola County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

No pets (other than Service Animals) are permitted in the community room or the pool facility.

A deposit of \$200 will be required at least 14 days in advance of the event. Provided there are no damages or cleanup costs after the event, the deposit is fully refundable unless the event is cancelled with less than 24 hours' notice. The deposit is fully refundable if the event is cancelled due to inclement weather.

A cleanup fee of \$50 will be taken out of the deposit if the room is not returned to its original condition.

These Rules apply to any event on District Facilities, including resident events, events of a private party, or Homeowners Association sponsored events.

FEES

DEPOSIT: **\$200**
Per event (*refundable if no repairs or cleanup is required after the event*)

USER FEES: **\$25**
Per event (*non-refundable*)

NO MORE THAN 40 GUESTS ARE PERMITTED AT ANY TIME

THESE FEES DO NOT APPLY TO RESIDENTS FALLING WITHIN THE RULES OF FOUR GUESTS PER FAMILY UNIT.

THESE FEES ARE DESIGNED FOR RESIDENTS DESIRING TO BRING IN LARGER GROUPS TO USE THE DISTRICT FACILITIES.

RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES

RELATING TO THE HEALTH, SAFETY AND WELFARE OF THE PERSONS AND DAMAGE TO DISTRICT FACILITIES:

Notwithstanding anything contained herein, District Management may, at any time, restrict or suspend any resident's or guest's privileges to use any or all of the District Facilities when such action is necessary to protect the health, safety and welfare of other residents and their guests or to protect the District Facilities from damage. Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by District Management. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

RELATING TO DISTRICT POLICES AND FEES FOR ALL DISTRICT FACILITIES:

A resident's privileges at any or all Districts Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a resident or guest may also be required to pay restitution for any property damage, if a he or she:

- (1) Fails to abide by these Rules.
- (2) Submits false information on facility applications.
- (3) Permits unauthorized use of an Access Card.
- (4) Exhibits unsatisfactory behavior, deportment or appearance.
- (5) Fails to pay fees owed to the District in a proper and timely manner.
- (6) Treats District supervisors, staff, facility management, contractors or other representatives or other residents in an unreasonable or abusive manner.
- (7) Engages in conduct that is improper or likely to endanger the health, welfare, safety, harmony or reputation of the District or its supervisors, staff, facility management, contractors, other representatives or other residents.
- (8) Damages or destroys District property.

DISTRICT SUSPENSION AND TERMINATION PROCESS:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a resident's privileges:

Reporting of Violations:

For all offenses outlined above, District Management, shall create a written report of the incident, which report shall be signed by the offending resident and District Management and kept on file by the District. If the offending resident refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by District Management.

Progression of Violations:

- A. First Offense -Written warning by staff of continued policy violations signed by the resident and kept on file at District Management's Office.
- B. Second Offense - Automatic suspension of all District Facilities privileges for one (1) week; a written report will be created, signed by the resident and kept on file at the District Management's Office.
- C. Third Offense - Automatic suspension from all District Facilities for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all pervious documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the resident's privileges for up to one (1) calendar year from the Board' s approval of termination of privileges.

Furthermore, any incidence where law enforcement is required to intervene will result in automatic suspension from all District Facilities for up to thirty (30) days.

Residents whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to the District's Rules of Procedure.

Any request for a hearing by the District's Board of Supervisors shall act to hold any such Suspension.

Trespass:

If a resident subject to a suspension or termination is found on the District Facilities premises, such resident will be subject to arrest for trespassing.

| |
|-------------------------|
| IMPORTANT PHONE NUMBERS |
|-------------------------|

| | |
|--|----------------|
| EMERGENCY | 911 |
| Kissimmee Police (non-emergency) | 407-846-3333 |
| Kissimmee Fire Department (non-emergency)..... | 407-847-7111 |
| Osceola County Fire Rescue (non-emergency) | 407-932-5338 |
| Osceola County Sheriff’s Office (non-emergency)..... | 407-348-2222 |
| Florida Poison Information Center | 1-800-282-3171 |
| Brighton Lakes Community Development District..... | 407-566-1935 |
| Brighton Lakes Community Association | 281-870-0585 |

NOTE: These policies and rules are subject to change on a periodic basis.

Subsection 8Bi

Resolution 2023-01

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities.

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

SECTION 1. A Public Hearing will be held to adopt rules, rates, fees and charges of the District on _____, 2022, at _____ .m at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption. **PASSED AND ADOPTED** this 3rd day of November, 2022.

ATTEST:

**BRIGHTON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

EXHIBIT A

Subsection 8C

Ratification of Grau and Associates Engagement Letter



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

September 19, 2022

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

We are pleased to confirm our understanding of the services we are to provide Brighton Lakes Community Development District, Osceola County, Florida (“the District”) for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Brighton Lakes Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District’s compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

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

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

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

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

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

Audit Objectives

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

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District’s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District’s internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject

to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits,

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$3,700 for the September 30, 2022 audit.

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

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

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

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

Grau & Associates and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Grau agrees and acknowledges that the District is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the District has a good faith belief that the Grau has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Grau and order Grau to immediately terminate the contract with the subcontractor. Grau shall be liable for any additional costs incurred by the District as a result of the termination of a contract based on Grau's failure to comply with E-Verify requirements evidenced herein.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



Racquel McIntosh

RESPONSE:

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

By: Gabriel Mena

Title: Secretary

Date: 09/23/2022



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

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

February 20, 2020

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

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

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

Subsection 8D

Assigning Fund Balance

**BRIGHTON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 09/30/22

The Board hereby assigns the FY 2022 Reserves as follows:

| | <u>FY2022</u> |
|----------------------------------|----------------------------|
| Operating Reserves | \$ 225,300 |
| Reserves - Capital Projects | 480,951 |
| Reserves - Clubhouse | 31,865 |
| Reserves - Field | 91,995 |
| Reserves - Landscape | 190,967 |
| Reserves - Recreation Facilities | 101,817 |
| Reserves - Roadways | 350,094 |
| Total Assigned Reserves | <u><u>\$ 1,472,989</u></u> |