



Brighton Lakes Community Development District

May 13, 2026

Agenda Package

TEAMS MEETING INFORMATION

MEETING ID: 242 572 715 486

PASSCODE: CrkZ63

[Join the meeting now](#)

313 Campus St,
Celebration, Florida 34747

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Brighton Lakes Community Development District

Board of Supervisors

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

District Staff

Michael Perez, District Manager
Ryan Dugan, District Counsel
Pete Glasscock, District Engineer
Justin Fisher, Field Service Manager
Dennis Hisler, CDD Landscaping & Maintenance Liaison
Sandra MacGregor, District Accountant
Melinda Gallo, District Admin

Regular Meeting Agenda

Wednesday, May 13, 2026, at 6:00 p.m.

The Regular Meeting of the **Brighton Lakes Community Development District** will be held on Wednesday, May 13, 2026 at 6:00 p.m. at the Brighton Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, Florida 34746. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

Meeting ID: 242 572 715 486 **Passcode:** CrkZ63
Dial-in by Phone: +16468381601 **Pin:** 675305908#

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL
2. APPROVAL OF AGENDA
3. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

4. STAFF REPORTS

A. District Accountant

- i. Review of Summary of Operations and MaintenanceP. 4

B. Solitude Lake Management Report.....P. 5

- i. Consideration of Solitude Lake Management Fountain 1 Repair Proposal.....P. 7

C. Bladerunners Report.....P. 8

- i. Review of Irrigation Report.....P. 11

ii. Consideration of Bladerunners Frost-Damage Plant Replacement at

Main Entrance Proposal.....P. 18

D. Field Inspection Report.....P. 20

- i. Consideration of Inframark Concrete Sidewalk Replacement Proposal.....P. 28

ii. Consideration of Inframark Security Shack Door Replacement Proposal.....P. 29

iii. Consideration of Inframark Porter Station Maintenance Services Proposal.....P. 30

iv. Consideration of Techni-Pools Pool Deck Paver Repair ProposalP. 32

v.	Consideration of Inframark Pool Furniture Replacement Proposal.....	P. 33
vi.	Consideration of Mills Air Installation of Carrier Mini-Split HVAC Equipment Proposal.....	P. 34
vii.	Consideration of Daroglen Air Quality Mini Split Installation Proposal	P. 38
viii.	Consideration of Inframark Pool Facility Restroom Interior Improvements and Mini-Split Installation Proposal.....	P. 39
ix.	Consideration of My Power Sports Honda Side-by-Side Vehicle Proposal	P. 41
x.	Consideration of PMK Solutions Guard Shack Interior Painting and Repairs Proposal.....	P. 43
xi.	Consideration of Schaub Services Guard Shack Painting and Bathroom Vanity Replacement Proposal	P. 44
xii.	Consideration of Inframark Fence Pressure Washing Services Proposal	P. 45
xiii.	Consideration of Inframark Community Sidewalk and Common Area Pressure Washing Services Proposal	P. 46
xiv.	Consideration of PIP Printing and Marketing Replacement Traffic and Street Signs Proposal	P. 57
E.	Magnosec Report	
F.	Envera Report	
i.	Consideration of Envera Systems Replacement of Resident Tag Camera.....	P. 59
G.	CDD Liaison Report	P. 60
H.	District Counsel	
i.	Consideration of Revised Rules of Procedure	P. 65
ii.	Consideration of Resolution 2026-05, Review of Notice of Rulemaking for Revised Rules of Procedure.....	P. 139
I.	District Engineer	
J.	District Manager	
i.	Review of Project Board	
ii.	Announcing the Number of Qualified Registered Voters in the District (1,282)	P. 140
5.	BUSINESS ITEMS	
A.	Consideration of Resolution 2026-06, Approving the Fiscal Year 2027 Proposed Budget and Setting a Public Hearing	P. 141
B.	Ratification of Solitude Lake Management Fountain Diagnostic Service Proposal	P. 153
6.	BUSINESS ADMINISTRATION	
A.	Consideration of Minutes from the Meeting held April 8, 2026.....	P. 154
7.	BOARD OF SUPERVISORS REQUESTS AND COMMENTS	
8.	ADJOURNMENT	

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

Financial Snapshot April 30, 2026

- **Current Cash Balances:**
 - Bank United Operating: \$434,719.48.
 - BankUnited MM: \$2,588,238.75 (minimum to keep account open is \$2,500)

- **Assessment collections:**
 - Brighton Lakes received a tax distribution of \$37,655.53 on 4/08/26
 - Brighton Lakes is 98% collected on the tax roll as of 04/30/2026

- **Expenses:**
 - Current expenses make up 45% of the annual budget through the end of April 2026
Total expenses for the first 7 months are approximately \$600,483.



Work Order	00951983	Account	Brighton Lakes CDD
Work Order	00951983	Contact	Michael Perez
Number		Address	4250 Brighton Lakes Blvd Kissimmee, FL 34746 United States
Created Date	4/14/2026		

Work Details

Specialist Comments to Customer	Upon arrival fountain 1 was off and fountain 2 was on but operating incorrectly.	Prepared By	Andrew Spurlock
---------------------------------------	--	-------------	-----------------

I inspected fountain 1 and it trips the breaker immediately. I conducted a diagnostic test in the panel and all breakers and contactors are operating correctly. A performed a diagnostic on the cable and the cable failed. This means the motor, cable, or both may be bad. The fountain will need to be pulled to shore to further diagnose the issue. A quote will be provided.

Fountain 2 was inspected. The intake screen had a plastic bag wrapped around it. After removing the bag and debris. The fountain is operating correctly. The lights were checked and are operating correctly.

Thank you for the opportunity to serve your community. Please contact me with any questions or concerns. Directly at 689-332-2300 or email: andrew.spurlock@solitudelake.com

Work Order Assets

Asset	Status	Product Work Type
Brighton Lak LakeFtn Fountain 1 Site #1	Inspected	
Brighton Lak LakeFtn Fountain 2 Site #2	Inspected	



Work Order	00951983	Account	Brighton Lakes CDD
Work Order	00951983	Contact	Michael Perez
Number		Address	4250 Brighton Lakes Blvd Kissimmee, FL 34746 United States
Created Date	4/14/2026		

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Brighton Lak LakeFtn Fountain 2 Site #2	PANEL COMPONENT CHECK	
Brighton Lak LakeFtn Fountain 2 Site #2	LIGHTING INSPECTION (IF APPLICABLE)	
Brighton Lak LakeFtn Fountain 2 Site #2	FOUNTAIN FUNCTIONALITY	
Brighton Lak LakeFtn Fountain 2 Site #2	CHECK POWER CABLE	
Brighton Lak LakeFtn Fountain 1 Site #1	PANEL COMPONENT CHECK	
Brighton Lak LakeFtn Fountain 1 Site #1	LIGHTING INSPECTION (IF APPLICABLE)	
Brighton Lak LakeFtn Fountain 1 Site #1	FOUNTAIN FUNCTIONALITY	
Brighton Lak LakeFtn Fountain 1 Site #1	CHECK POWER CABLE	
Brighton Lak LakeFtn Fountain 2 Site #2		
Brighton Lak LakeFtn Fountain 1 Site #1		



Property Name Brighton Lakes CDD
Description Fountain 1 Site 1 Repair

Created Date 5/8/2026
Expiration Date 6/7/2026
Quote Number 00016856

Prepared By Kathy Goetz
Phone (757) 538-5093
Email kathy.goetz@solitudelake.com

Product	Quantity	Sales Price	Total Price
Grundfos MS4000 5H/1P/230V 4" MTR	1.00	\$2,364.40	\$2,364.40
SPL200: 3M Splice Kit(82-A2N)Std(2 to 3/0)G1290405	1.00	\$206.99	\$206.99
Service Fee	1.00	\$150.00	\$150.00
Labor	4.00	\$150.00	\$600.00

Taxes may be applicable Total Price \$3,321.39

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Landscape Check List for (Month) <u>APRIL</u>		(Year) 20 <u>26</u>			
Item	Day (M T W R F)	Date	Section	Done (✓)	Rain Day Notes (if any) Work Authorization # (if any)
I	Irrigated Turf - St Augustine - Weekly (1 or full weeks starting with Monday) (except November through February when it is mowed every other week)		4.1.1		
A	Mowing		4.1.1(a)		
	Week 1	✓			
	Week 2	✓			
	Week 3	✓			
	Week 4	✓			
	Week 5				
B	Hard Edging - Same Day as Mowing		4.1.2		
	Week 1	✓			
	Week 2	✓			
	Week 3	✓			
	Week 4	✓			
	Week 5				
C	Removal of Clippings - Same Day as Mowing		4.1.2(d)		
	Week 1	✓			
	Week 2	✓			
	Week 3	✓			
	Week 4	✓			
	Week 5				
II	Non-Irrigated Bahia Turf - Weekly (except for November through April when it is mowed every other week)				
A	Mowing		4.1.1(a)		
	Week 1	✓			
	Week 2	✓			
	Week 3	✓			
	Week 4	✓			
	Week 5				
B	Hard Edging - Same Day as Mowing		4.1.2		
	Week 1	✓			
	Week 2	✓			
	Week 3	✓			
	Week 4	✓			
	Week 5				
C	Removal of Clippings - Same Day as Mowing		4.1.2(d)		
	Week 1	✓			
	Week 2	✓			
	Week 3	✓			
	Week 4	✓			
	Week 5				
III	Soft Edging (Twice a month March through October - Once a month November through February)		4.1.2(b)		
	Week 1	✓			
	Week 2				
IV	Trimming (Areas Inaccessible to Mowers) (Completed Same Day as Mowing)		4.1.3		

	St. Augustine		
	Week 1	////	
	Week 2	////	
	Week 3	////	
	Week 4	////	
	Week 5	////	
	Bahia		
	Week 1	////	
	Week 2	////	
	Week 3	////	
	Week 4	////	
	Week 5	////	
V	Weed Control (If Acceptable To Contractor - \$) [Contractor to list Area(s) of Application]		4.1.1(a)
	Beds around pool, play ground and camera poles as requested by <u>CPO</u>		
VI	Disease/Fungus Control (If Acceptable to Contractor - \$) [Contractor to list Area(s) of Application]		4.1.4(b)
	Yes Okandors treat! insecticide.		
VII	Pruning of Shrubs & Ground Cover		
A	Detailing of Planted Area (Monthly)		4.2.1(a)
B	Summer Flowering Shrubs (April)		4.2.1(b)
C	Spring Flowering Shrubs (After Blooming)		4.2.1(c)
D	Broad Leaf Evergreen Shrubs (Yearly)		4.2.1(d)
E	Conifers (Yearly)		4.2.1(e)
F	Selective Pruning to Expose Landscape Lights (As Needed)		4.2.1(f)
G	Remove All Dead Wood (As Needed)		4.2.1(g)
VIII	Fertilization (Fertilizer Times Per Year)		4.1.5(a)
	First Application		
	Second Application		
	Third Application		
	Fourth Application		
	Application for fert granular schedule for granular (29-0-11) also spot treat for weeds. 4-29-26		
IX	Pest Control (If Acceptable To Contractor - \$) [Contractor to list below the Area(s) of Application(s)]		4.1.6
	Ants on BLVD + play ground + camera poles.		
X	A Soil Tests for Turf Care and Tree Care (Listed as "As Needed")		4.1.7 and 4.3.5
	First Test		
	Second Test		
	Third Test		
	Fourth Test		
	Fifth Test		
	Sixth Test		
	B pH Adjustments for Turf Care and Tree Care (Invoiced Separately. Work Authorization Required) [Contractor list below each adjustment]		4.1.7
XI	Weeding (Weekly)		4.2.2(a)
	Week 1	////	
	Week 2	////	
	Week 3	////	
	Week 4	////	

Week 5		
XII	Fertilization (Shrubs/Ground Cover) Three Times Per Year (Resapplication at contractor's expense) First Application Second Application Third Application: <i>April - May</i>	4 2 3
XIII	Mulching (Invoiced Separately, Work Authorization Required) Planting Beds Tree Rings <i>N/A</i>	4 2 5 1 3 4
XIV	Tree Care	
A	Pruning - Removal of Dead Branches to 15 Feet (one time per year) First Pruning <i>Done ✓</i>	4 3 1(c)
B	Pruning - Trees in Buffer areas (one time per year) First Pruning <i>Done ✓</i>	4 3 1(c)
C	Pruning - Ornamental Trees (Yearly Dates) of Pruning	4 3 1(d)
D	Fertilization (Trees) Three Times Per Year First Application Second Application Third Application <i>Done ✓</i>	4 3 2
E	Pest Control (Invoiced Separately, Work Authorization Required) [Contractor to list below the Areas of Applications]	4 3 3
XV	Quarterly Bush Hogging (Invoiced Separately, Work Authorization Required) First Service Second Service Third Service Fourth Service <i>Done ✓</i>	4 1 1 h
XVI	Mowing between Devon Court and Wingfield Place (every Other Week) Week 1 Week 2	4 1 1 h
XVII	Litter Removal - Every Weekday Contractor Present (Includes all turf, road ways adjacent to turf, parks, and planting beds) [Contractor to list below each date of litter removal for this month]	4 5 2

April 2026



COMMERCIAL LANDSCAPING ORLANDO, LLC.

19 N TEXAS AVE, ORLANDO, FL 32805
 TEL 407.306 0600
 WWW.BLADERUNNERSORLANDO.COM

CURRENT

PROPERTY Brighton Lakes
 NAME Alexander Mercado
 DATE 4-8-26 TIME
 PAGE 1 OF 3

timer A
 ADJUSTED

START TIME 10:00 pm
 END TIME 7:00 pm

M	T	W	T	F	S	S	1	2	3	4	5	6	7	8	9	10	11	12
M	T	W	T	F	S	S	1	2	3	4	5	6	7	8	9	10	11	12

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

COMMENTS: (Attach extra sheet if necessary) Irrigation system check, working properly, just clean and replaced several clog filters and nozzles.

CUSTOMER SIGNATURE

DATE

[Signature]
 INSPECTED BY BLADE RUNNERS TECH



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY Brighton Lakes
 NAME A.M
 DATE 4-8-26 TIME _____
 PAGE 2 OF 3

CURRENT

ADJUSTED

START TIME	
END TIME	

M	T	W	T	F	S	S	CURRENT DAYS	M	T	W	T	F	S	S	ADJUSTED DAYS
M	T	W	T	F	S	S	CURRENT DAYS	M	T	W	T	F	S	S	ADJUSTED DAYS

ZONE NUMBER	13	14	15	16	17	18	19	20	21	22	23	24
SPRAY OR ROTOR NOZZLE	S	S	S	R/S	S	S	S	S	R	R	R	R
CURRENT	20	20	20	20	20	20	20	20	20	20	20	20
ADJUSTED RUN TIME												
MAINTENANCE REPAIR												
PARTIAL CLOG												
ARC OR RADIUS ABL												
HEAD STRAIGHTENED												
HEAD MISSING BROKEN												
CHANGE 4" TO 6" POP UP												
CHANGE 6" TO 12" POP UP												
HEAD RAISED SHRUB												
SEVERE CLOG		2x			1x		1x	1x			2x	
INCORRECT NOZZLE												
RELOCATION												
LEAK IN HEAD			1x									
LEAK IN PIPE												
HEAD NOT ROTATING										1x		1x
VALVE NOT OPERATING												
OTHER - SEE COMMENTS												

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE

DATE

INSPECTED BY BLADE RUNNERS TECH



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY Brighton Lakes
 NAME A.M
 DATE 4-8-26 TIME _____
 PAGE 3 OF 3

CURRENT

ADJUSTED

START TIME	
STOP TIME	

M	T	W	T	F	S	S	OPEN DAYS	M	T	W	T	F	S	S	OPEN DAYS
M	T	W	T	F	S	S	OPEN DAYS	M	T	W	T	F	S	S	OPEN DAYS

ZONE NUMBER	25	26	27	28	29	30	31	32								
SPRAY OR ROTOR SORR	R/S	R/S	R/S	R/S	R/S	R/S	R/S	R/S								
CURRENT	20	20	20	20	20	20	20	20								
ADJUSTED RUN TIME																
MAINTENANCE REPAIR																
PARTIAL CLOG	1X			1X				2X								
ARC OR RADII'S ADD																
HEAD STRAIGHTENED																
HEAD MISSING BROKEN																
CHANGE 4" TO 6" POP UP																
CHANGE 6" TO 12" POP UP																
HEAD RAISED SHRIE																
SEVERE CLOG		3X				1X										
INCORRECT NOZZLE																
RELOCATION																
LEAK IN HEAD																
LEAK IN PIPE																
HEAD NOT ROTATING				2X												
VALVE NOT OPERATING																
OTHER - SEE COMMENTS																

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE

DATE

INSPECTED BY BLADE RUNNERS TECH



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

CURRENT

PROPERTY NAME Brighton Lakes

A-M

DATE 9-8-26

TIME

PAGE 1

OF

1

Timer B

ADJUSTED

START TIME	12:00
END TIME	4:11

①	②	③	S	S	CRS DAYS	M	T	W	T	F	S	S	CRS DAYS
M	T	W	T	F	S	M	T	W	T	F	S	S	CRS DAYS

ZONE NUMBER	1	2	3	4	5	6	7	8						
SPRAY OR ROTOR SOURCE	R/S	R/S	R	S	S	R	S	S						
CURRENT	20	20	20	20	20	45	20	20						
ADJUSTED RUN TIME														
MAINTENANCE REPAIR														
PARTIAL CLOG														
ARC OR RADIUS ADE														
HEAD STRAIGHTENED														
HEAD MISSING BROKEN														
CHANGE 4" TO 6" POP UP														
CHANGE 6" TO 12" POP UP														
HEAD RAISED SOURCE														
SEVERE CLOG			X		X									
INCORRECT NOZZLE														
RELOCATION														
LEAK IN HEAD														
LEAK IN PIPE														
HEAD NOT ROTATING			X			X								
VALVE NOT OPERATING														
OTHER - SEE COMMENTS														

V.O
 =
 New zone
 for
 "

COMMENTS: (Attach extra sheet if necessary) New zones installed behind V.O hedges by Blvd and Kariba st.

CUSTOMER SIGNATURE _____ DATE _____ INSPECTED BY BLADE RUNNERS TECH _____



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY Brighton lakes

NAME AM

DATE 4-8-26 TIME _____

PAGE 1 OF 1

Timer 0

CURRENT

ADJUSTED

START TIME	10:00 pm
END TIME	

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M	T	W	T	F	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
M	T	W	T	F	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

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

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE _____ DATE _____ INSPECTED BY BLADE RUNNERS TECH _____



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

PROPERTY Brighton Lakes

NAME A.M

DATE 4-8-26 TIME _____

PAGE 1 OF 1

Timer D

CURRENT

ADJUSTED

START TIME	10:00
STOP TIME	pm

M	W	T	S	S	OPEN DAYS	M	T	W	T	F	S	S	OPEN DAYS		
M	T	W	T	F	S	S	OPEN DAYS	M	T	W	T	F	S	S	OPEN DAYS

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

COMMENTS: (Attach extra sheet if necessary) _____

CUSTOMER SIGNATURE _____ DATE 4/8/26 INSPECTED BY BLADE RUNNERS TECH _____



COMMERCIAL LANDSCAPING ORLANDO, LLC.

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

CURRENT

PROPERTY Brighton Lakes

NAME A.M

DATE 4-8-26 TIME _____

PAGE 1 OF 1

Timer E
 ADJUSTED _____

START TIME	<u>10:00 pm</u>
STOP TIME	

M	W	T	S	S	CRN DAYS	M	T	W	T	S	S	CRN DAYS	
M	T	W	T	S	S	CRN DAYS	M	T	W	T	S	S	CRN DAYS

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

COMMENTS: (Attach extra sheet if necessary)

CUSTOMER SIGNATURE _____

DATE _____

INSPECTED BY BLADE RUNNERS TECH _____



Proposal #224721

Date: 4/9/2026

PO #

Jorge Ramirez

BILL TO
Inframark AP AP Inframark 313 Campus Street Kissimmee, FL 34747

Property:
Brighton Lakes CDD 4250 Brighton Lakes Orlando, FL 34746

FROST-DAMAGE PLANT REPLACEMENT AT RIGHT SIDE OF MAIN ENTRANCE -TOP OF THE WALL

Scope of Work – Main Entrance Landscape Renovation

This proposal includes the replacement of frost-damaged **Ixora** plants located at the main entrance, along the top of the wall on the right-hand side as you enter the boulevard. All damaged plant material will be removed and properly disposed of.

New **Firebush** plantings will be installed to create solid, uniform hedges in this area. The updated planting design will improve coverage, restore symmetry, and enhance the overall aesthetic appeal of the main entrance, providing a cleaner and more welcoming appearance.

Default Group **\$2,245.32**

Items	Quantity	Unit	Price/Unit	Price
Property Improvements				
Demo / Debris Removal / Site Prep	2.00	Hr	\$69.66	\$139.32
Firebush	85.00	3 gal	\$18.00	\$1,530.00
Labor - Maint	12.00	Hr	\$48.00	\$576.00
			Sale	\$2,245.32
			Sales Tax	\$0.00
			Total	\$2,245.32

Terms & Conditions

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
3. License and Permits: Contractor will comply with all license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

- 4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor’s work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within thirty (30) days. Any illegal trespass, claims and/or damage resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.
- 7. Subcontractors: Contractor reserves the right to hire qualified subcontractors.
- 8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within thirty (30) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) workdays advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner’s interest in its business and/or the property, which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- 13. Warranty: Contractor will warranty plant material and workmanship for a period of one (1) year from date of installation provided Contractor is also responsible for the ongoing maintenance contract at the project location. If Contractor is not responsible for ongoing maintenance, warranty is thirty (30) days from completion. Contractor will not be responsible for warranty in the event of; Acts of God, Vandalism,

water restrictions, termination of ongoing maintenance contract, damage from wildlife etc. Stated warranties are only effective upon customer’s payment in full of total contract price, including any change-orders.

- 14. Design Services: Any design services or revision of designs done by Contractor will remain the property of Contractor. These ideas, designs, and plans are not to be used, reproduced, altered, or transferred in any matter whatsoever without the express written consent of Contractor.

Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results.

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by Contractor, within fifteen (30) days after billing, Contractor, shall be entitled to all costs of collection, including reasonable attorney’s fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance forty five (45) days after billing.

By _____
Jorge Ramirez

Date 4/9/2026

By _____

Date _____

Brighton Lakes CDD



Brighton Lakes CDD April 2026 Field Inspection

Friday, April 24, 2026

Prepared For Board of Supervisors

23 Items Identified

Justin Fisher

Inframark

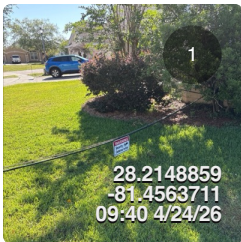
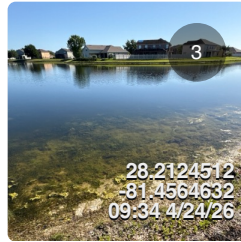
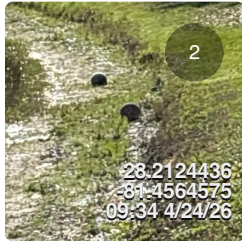
Item 1 - Submerged Weeds/Trash

Assigned To: Solitude

Submerged weeds and trash to be addressed during routine maintenance.

Location:

Pond 9



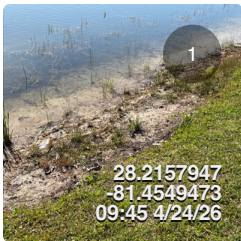
Item 2 - Pond Access

Assigned To: Board Update

Resident to be placed on notice to remove the barrier. Pond access is still restricted via the easement.

Location:

Pond 9



Item 3 - Submerged Weeds/Trash

Assigned To: Solitude

Submerged weeds and trash to be addressed during routine maintenance.

Location:

Pond 8



Item 4 - Trash

Assigned To: Solitude

Submerged weeds and trash to be addressed during routine maintenance.

Location:

Pond 7

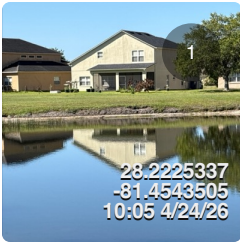
Item 5 - Monitor Erosion

Assigned To: Solitude

Solitude will monitor signs of erosion. We may want to consider options to reinforce the banks.

Location:

Pond 6



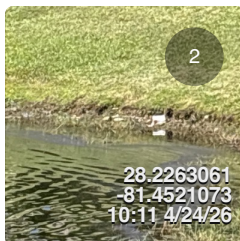
Item 6 - Submerged Weeds/Trash

Assigned To: Solitude

Submerged weeds and trash to be addressed during routine maintenance.

Location:

Pond 5



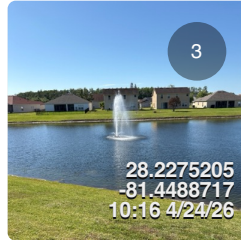
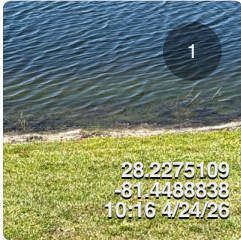
Item 7 - Submerged Weeds/Trash

Assigned To: Solitude

Submerged weeds and trash to be addressed during routine maintenance.

Location:

Pond 3



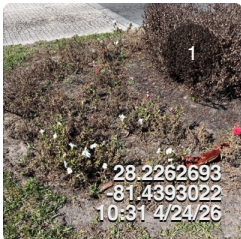
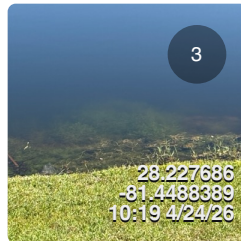
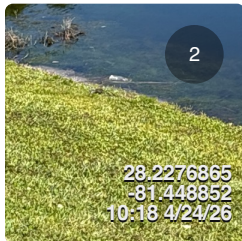
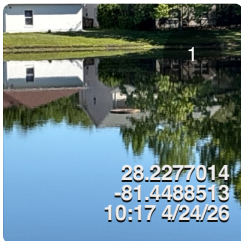
Item 8 - Fountain/Trash/Submerged Weeds

Assigned To: Solitude

Proposal was submitted regarding repair of the fountain. Awaiting approval.

Location:

Pond 4



Item 9 - Annuals

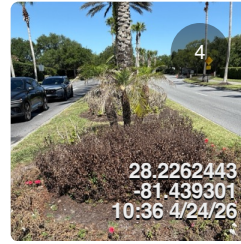
Assigned To: United Land Services

Annuals to be rotated out the end of April per Juan of ULS.

Item 10 - Plant Replacements

Assigned To: United Land Services

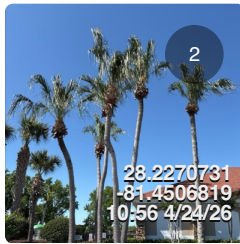
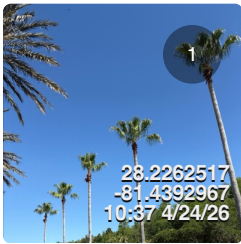
ULS to provide proposal for replacements along median at front entrance and amenity center.



Item 11 - Palm Pruning

Assigned To: Board Update

ULS completed the Palm pruning throughout the property.



Item 12 - Downed Tree

Assigned To: United Land Services

ULS to remove downed tree in the entrance ROW.

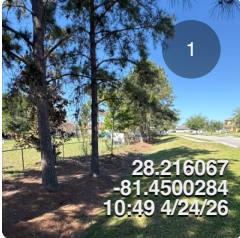
Item 13 - Brush Removal

Assigned To: Board Update

Brush has been removed. However, there is still stump grinding to be performed.

Location:

Juneberry



Item 14 - Pool Repair Complete

Assigned To: Board Update

Pool repair was completed on the date of inspection.

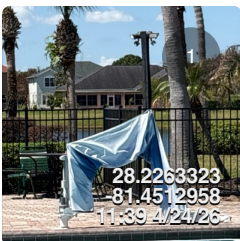


Item 15 - Straighten Timer Brackets/Electrical

Assigned To: Inframark

Electrical panel and timer bracket need to be reinforced/straightened.

Maintenance request will be submitted.



Item 16 - ADA Lift

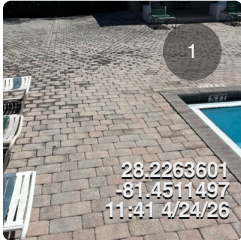
Assigned To: Techni-Pools

Vendor is sending tech out to assess the lift.

Item 17 - Pool Deck Pavers

Assigned To: Board Update

There are numerous depressions in the brick pavers around the pool. Vendor has provided a proposal to repair the pavers.y



Item 18 - Tree Removal

Assigned To: United Land Services

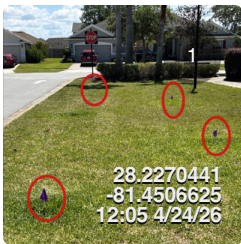
ULS to schedule tree removal in the few weeks. Inframark will then level/replace the pavers.



Item 19 - ADA Mulch

Assigned To: Untied Land Services

ULS to provide proposal for an ADA mulch refresh at all 3 playgrounds.



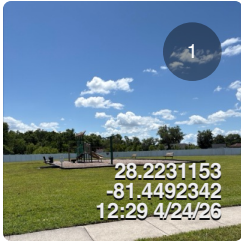
Item 20 - Depressions

Assigned To: Inframark

Multiple depressions to be filled in outside the Amenity Center.

Location:

Amenity Center



Item 21 - Volleyball Court

Assigned To: Board Update

This is the proposed area for the community volleyball court. Waiting on proposal from Inframark Projects Team.

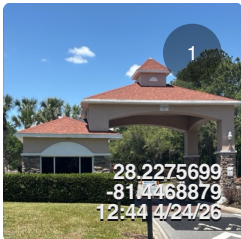
Location:

Chapala Playground

Item 22 - Chapala Depression

Assigned To: Board Update

Preparations are being made prior to this repair. Area has been flagged for underground utilities.



Item 23 - Gatehouse Repairs

Assigned To: Inframark

- A/C Unit
- Gutter Replacement
- Entry Door
- Sink/Vanity
- Repainting Interior

Awaiting proposals from numerous vendors.



2002 West Grand Parkway North | Suite 100 | Katy, Texas
 77449
 6562473501 | nmontagna@inframark.com |
 www.inframark.com/maintenance

RECIPIENT:

Michael Perez
 Brighton Lakes CDD
 4250 Brighton Lakes Boulevard,
 Kissimmee, Florida 34746

Estimate #268	
Sent on	Mar 30, 2026
Total	\$4,680.00

Concrete Sidewalk Replacement Scope of Work
 Saw cutting of existing concrete to create clean, straight edges for removal and tie-in
 Demolition and removal of existing damaged sidewalk sections
 Hauling and proper disposal of all demolished concrete and debris
 Preparation, grading, and compaction of sub-base material to ensure proper support
 Forming and leveling of new sidewalk sections to required elevations and alignment
 Placement of new concrete at standard 4-inch thickness
 Application of professional broom finish for slip resistance and uniform appearance
 Final curing, site cleanup, and removal of construction debris upon completion

Product/Service	Description	Qty.	Unit Price	Total
Sidewalk panel replacement		195	\$24.00	\$4,680.00
			Total	\$4,680.00

Unforeseen Conditions
 Inframark is not responsible for hidden or unforeseen conditions including but not limited to structural defects, underground utilities, electrical issues, plumbing lines, soil problems, code violations, or concealed damage discovered during construction.
 This quote is valid for the next 30 days, after which values may be subject to change.



2002 West Grand Parkway North | Suite 100 | Katy, Texas
77449
6562473501 | nmontagna@inframark.com |
www.inframark.com/maintenance

Estimate #302

Sent on Apr 16, 2026

Total \$1,145.00

RECIPIENT:

Michael Perez
Brighton Lakes CDD
4250 Brighton Lakes Boulevard,
Kissimmee, Florida 34746

Product/Service	Description	Qty.	Unit Price	Total
Security Shack Door	Replace commercial door 36"x80" Remove existing door Break and repair concrete Install new door and seal INCLUD DOOR	1	\$1,145.00	\$1,145.00

Total \$1,145.00

Unforeseen Conditions

Inframark is not responsible for hidden or unforeseen conditions including but not limited to structural defects, underground utilities, electrical issues, plumbing lines, soil problems, code violations, or concealed damage discovered during construction. This quote is valid for the next 30 days, after which values may be subject to change.

Inframark LLC
656-247-3501
nmontagna@inframark.com
2005 Pan Am Cir Suite 300
Tampa, FL 33607

Estimate #: 1096
Date: 5/1/2026
Valid until: 6/1/2026



Brighton Lakes CDD
2005 Pan Am Cir 300
Tampa, FL 33607

Brighton Lakes CDD

All porter stations throughout the property shall be routinely inspected, serviced, and maintained to ensure a clean, sanitary, and fully functional environment for residents. Services include the removal and proper disposal of waste, replacement of trash liners, and restocking of dog waste bag dispensers to full capacity. Each station and its surrounding area (approximately a 5–10-foot radius) will be cleaned of debris, pet waste, and litter, with surfaces wiped down using appropriate disinfectants to minimize odor and maintain appearance. Technicians will monitor for any signs of damage, vandalism, or malfunction and report issues promptly for repair. Services will be performed on a scheduled basis as required by property needs, with all work completed in accordance with safety standards and documented upon completion.

Disclaimer: If it is observed that dog waste bags (Mutts Mitts) are being excessively removed or misused by residents, this will be documented and reported to the Board or Property Management for further review and direction. Continuous depletion beyond normal usage may result in recommendations for controlled distribution, relocation of stations, or additional measures to prevent misuse and ensure availability for intended purposes

Job location

2005 Pan Am Cir 300, Tampa, FL 33607

Product / Service	Quantity	Unit price	Total
Porter service Porter station services will be provided twice per week to ensure all stations remain clean, stocked, and fully operational. Each visit will include trash removal and disposal, replacement of liners, restocking of dog waste bags, and cleaning of the stations and surrounding areas to maintain a sanitary and presentable	12	\$470.00	\$5,640.00

condition. Any damage or maintenance concerns will be documented and reported for corrective action. The total cost for these services will be \$470.00 per month.

Subtotal:	\$5,640.00
Total:	\$5,640.00

Customer signature

Date

Unless stated otherwise above, payments are due in accordance with the standard terms and conditions of this Contract.

If any unforeseen problems should be discovered by the Company during the performance of the Services, the Company shall provide the Client with notice of said problems as soon as reasonably possible and identify the nature of such problem and any additional cost that may be incurred. Unless otherwise specified, rock removal, dewatering, cover up, and haul off are not included in the Contract Price. The Company shall not be responsible for all damage to unmarked underground lines. Any changes requested by the Client are not covered by this Contract, and must be add subsequently, at the cost agreed upon by both parties. All labor and materials provided under this scope of work are warranted for a period of **one (1) year from the date of completion**. This warranty covers defects in workmanship and installation. Any defective work identified within the warranty period will be repaired or replaced at no additional cost.

ITEMS TO BE PROVIDED BY THE CLIENT

- Provide Access to Premises
- Any Permit Modification, if Applicable

THE STANDARD TERMS AND CONDITIONS on the pages following this Contract are agreed to be a part of this Contract.

ESTIMATE

TECHNI-POOLS 2026
 P.O Box 721122
 Orlando, FL 32872-1122

info@techni-pools.com
 +1 (407) 766-1281
 www.techni-pools.com



Bill to

Brighton Lakes CDD
 4250 Brighton Lakes Blvd
 Kissimmee, FL 34746

Ship to

Brighton Lakes CDD
 4250 Brighton Lakes Blvd
 Kissimmee, FL 34746

Estimate details

Estimate no.: 1024221
 Estimate date: 04/17/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Repair	Remove pavers at approximately fifteen (15) sunken areas. Prepare and recompact the base material, relevel affected sections, and reinstall existing pavers. Adjust surrounding areas as needed to ensure a uniform surface. Upon completion of repairs, pressure wash the entire pool deck and install joint sand (resanding) between pavers.	1	\$5,300.00	\$5,300.00
Total						\$5,300.00

Accepted date

Accepted by



2002 West Grand Parkway North | Suite 100 | Katy, Texas
 77449
 6562473501 | nmontagna@inframark.com |
 www.inframark.com/maintenance

RECIPIENT:

Michael Perez
 Brighton Lakes CDD
 4250 Brighton Lakes Boulevard,
 Kissimmee, Florida 34746

Estimate #299	
Sent on	Apr 08, 2026
Total	\$27,459.90

Product/Service	Description	Qty.	Unit Price	Total
Pool Furniture	23 - Biscayne Wide Arm Stack Chair featuring 2-inch Vinyl Straps 50 - Biscayne 3/4 Base Stack Lounges equipped with 2-inch Vinyl Straps 4 - 42-inch Aluminum Top Dining Table with Umbrella Hole This pricing includes the cost of delivery. Price does include off-loading, assembly or installation	1	\$27,459.90	\$27,459.90

Total	\$27,459.90
--------------	--------------------

Images

View online <https://l.jbbr.io/SwQloMI>



Unforeseen Conditions

Inframark is not responsible for hidden or unforeseen conditions including but not limited to structural defects, underground utilities, electrical issues, plumbing lines, soil problems, code violations, or concealed damage discovered during construction. This quote is valid for the next 30 days, after which values may be subject to change.



Mills Air, Inc
6502 Forest City Rd, Orlando, Florida 32810-4324 United States
(407) 277-1159
CAC056779

BILL TO

JUSTIN FISHER
4250 Brighton Lakes Boulevard
Kissimmee, FL 34746 USA

ESTIMATE 116565206	ESTIMATE DATE May 01, 2026
------------------------------	--------------------------------------

JOB ADDRESS

JUSTIN FISHER
4250 Brighton Lakes Boulevard
Kissimmee, FL 34746 USA

Job: 116455426

ESTIMATE DETAILS

MINISPLIT CARRIER OPTIONS (Good): Mills Air Inc. proposes to furnish and warranty the related equipment for your home in accordance with the condition and specifications set forth in this proposal.

Material required for the installation of the new equipment.
Condenser pad / Bracket.
Hurricane strap tie down.
All required permits.
Complete clean-up including vacuuming and use of drop cloths for the protection of work area.
All work performed in a neat and professional manner by class 1 Certified Technicians in accordance of codes.

Owner must meet inspector on scheduled day. Missed appointments will require additional fees. Also, must have yearly maintenance.

WARRANTY

LABOR
1 year warranty included.
10 years warranty optional

PARTS WARRANTY
10 years.

COMPRESSOR WARRANTY
10 years.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
---------	-------------	-----	-------	-------

Installation	Installation materials and equipment	1.00	\$6,272.18	\$6,272.18
Equipment and				
Materials				

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$6,272.18
TAX	\$0.00
TOTAL	\$6,272.18
EST. FINANCING	\$124.60

Thank you for choosing Mills Air, Inc

CUSTOMER AUTHORIZATION

THIS APPROVED ESTIMATE IS A CONTRACT FOR SERVICES. The above summary is provided by Mills Air - Sales Department as a good faith estimate of the work to be performed at the location described above and is based on our assessment; it is valid for 30 days. Additional requirements beyond those described in this estimate and made after its approval will be additional, and their cost must be estimated. I accept and authorize the work as summarized in these estimated terms, and I agree to pay the total amount for all work performed.

Sign here

Date

Puron

ADVANCE™





DAROGLAN AIR QUALITY LLC
13170 Spring Grove Way
Winter Garden, FL 34787
(407) 334-7925
LIC# CAC 1818336

04-17-2026

PROPOSAL SUMMIT TO:

Brighton Lake CDD care of Inframark
313 Campus St
Celebration, FL 34747

PROJET:

Mini split On Guard Shack

This Proposal is to install, *new OLMO SIERRA Heat Pump Mini Split*

1. 18 K BTU Cooling and Heating
2. Model: 0s18srw-230 / ossr18-230 TSC120H3E0A032000 single Phase
3. ¾ PVC DRAINPIPE
4. Cooper line set and outside cover
5. Remote Control
6. Communication Wires
7. Power connection and Breaker
8. Concrete pad

WARRANTY

5 Years Compressor
5 Year Parts
1 Year Labor

TOTAL: \$2864 + TAX

Note : Permit Extra Fee

All Material is guaranteed to be as specified and the above work to be performed in accordance whit the specifications submitted for above work and complete in a substantial workmanlike manner
(Proposal good just for 15 days)

Respectfully Submitted by:
Daroglan Air Quality LLC
ROGGER GARCIA

Inframark LLC
 656-247-3501
 nmontagna@inframark.com
 2005 Pan Am Cir Suite 300
 Tampa, FL 33607

Estimate #: 1121
 Date: 5/12/2026
 Valid until: 6/12/2026



Brighton Lakes CDD
 4250 Brighton Lakes Blvd
 Kissimmee, FL 34746

Brighton Lakes CDD

The project consists of interior improvements and upgrades to the community guard booth where existing recording and system equipment is located.

Work includes:

- * Installation of bathroom vanity
- * Replacement of existing light fixture
- * Replacement of toilet seat
- * Full interior painting (room and bathroom)
- * Installation of 18,000 BTU mini split system
- * General repairs and interior touch-ups as needed

All work includes materials, labor, and necessary finishes for proper completion.

ADDITIONAL WORK

- * Gutter installation

NOTES

- * Mini split installation will utilize existing piping.
- * Any additional modifications, replacements, or new line installations will incur additional cost.
- * Does not include major electrical or plumbing work not visible at time of estimate
- * Does not include structural repairs or hidden damages
- * Permits not included (if required)
- * Any additional work will be quoted separately

Job location

4250 Brighton Lakes Blvd, Kissimmee, FL 34746

Product / Service	Quantity	Unit price	Total
Material and Labor	1	\$7,725.00	\$7,725.00

Subtotal: \$7,725.00

Total: \$7,725.00

Customer signature

Date

Unless stated otherwise above, payments are due in accordance with the standard terms and conditions of this Contract.

If any unforeseen problems should be discovered by the Company during the performance of the Services, the Company shall provide the Client with notice of said problems as soon as reasonably possible and identify the nature of such problem and any additional cost that may be incurred. Unless otherwise specified, rock removal, dewatering, cover up, and haul off are not included in the Contract Price. The Company shall not be responsible for all damage to unmarked underground lines. Any changes requested by the Client are not covered by this Contract, and must be add subsequently, at the cost agreed upon by both parties. All labor and materials provided under this scope of work are warranted for a period of **one (1) year from the date of completion**. This warranty covers defects in workmanship and installation. Any defective work identified within the warranty period will be repaired or replaced at no additional cost.

ITEMS TO BE PROVIDED BY THE CLIENT

Provide Access to Premises

Any Permit Modification, if Applicable



Sales Worksheet

Deal Number:

Date: 05/01/2026

Salesman: DONALD CLERVOYANT

Buyer:

Co-Buyer:

BRAD VINSON
313 CAMPUS ST
KISSIMMEE, FL 34747
407-705-4119

407-705-4119
BVINSON@INFRAMARK.COM

Unit:	Stock #	Year	Make	Model	Color	Miles	VIN	Price
N	K6102730	2026	HONDA	SXS520M2T	RED	0	1HFVE0744T4102730	\$10,999.00

Trade:	Stock #	Year	Make	Model	Color	Miles	VIN	Price
--------	---------	------	------	-------	-------	-------	-----	-------

New Ride	
Unit	\$10,999.00
Sale Price	\$10,999.00
Freight	\$885.00
Recondition/Setup	\$990.00
Parts and Acc.	\$0.00
Installation	\$0.00
Batt./Tire/Tag Fee	\$65.50
Tax	\$866.91
Dir. Fee	\$299.00
Unit Price	\$14,105.41

Down Payment	
Down Payment	\$0.00
Bonus Bucks	\$0.00
Rebate	\$0.00
Total Down Payment	\$0.00

Trade	
Trade Allowance	\$0.00
Trade Payoff	\$0.00
Trade Equity	\$0.00

Loan/Unit Protection	
Ext. Service Contract	\$0.00
Guaranteed Asset Protection	\$0.00
Tire/Wheel Insurance	\$0.00
GPS	\$0.00
Safety Training	\$0.00

Total Price \$14,105.41
Trade Equity \$0.00
Less Down \$0.00

Amount Financed \$14,105.41

Payments		
1 Months	\$0.00	- \$9.00

Customer Acceptance _____



Sales Worksheet

Deal Number:

Date: 05/01/2026

Salesman: DONALD CLERVOYANT

Buyer:

Co-Buyer:

BRAD VINSON
313 CAMPUS ST
KISSIMMEE, FL 34747
407-705-4119

407-705-4119
BVINSON@INFRAMARK.COM

Unit:	Stock #	Year	Make	Model	Color	Miles	VIN	Price
N	K6102730	2026	HONDA	SXS520M2T	RED	0	1HFVE0744T4102730	\$10,999.00

Trade:	Stock #	Year	Make	Model	Color	Miles	VIN	Price
--------	---------	------	------	-------	-------	-------	-----	-------

New Ride

Unit	\$10,999.00
Sale Price	\$10,999.00
Freight	\$450.00
Recondition/Setup	\$0.00
Parts and Acc.	\$0.00
Installation	\$0.00
Batt./Tire/Tag Fee	\$65.50
Tax	\$0.00
Dlr. Fee	\$299.00
Unit Price	\$11,813.50

Down Payment

Down Payment	\$0.00
Bonus Bucks	\$0.00
Rebate	\$0.00
Total Down Payment	\$0.00

Trade

Trade Allowance	\$0.00
Trade Payoff	\$0.00
Trade Equity	\$0.00

Loan/Unit Protection

Ext. Service Contract	\$0.00
Guaranteed Asset Protection	\$0.00
Tire/Wheel Insurance	\$0.00
GPS	\$0.00
Safety Training	\$0.00

Total Price	\$11,813.50
Trade Equity	\$0.00
Less Down	\$0.00
Amount Financed	\$11,813.50

Payments

1 Months	\$0.00	- \$9.00
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Customer Acceptance _____

This is not a contract for purchase. All Payment quotes are estimated. Financing terms and payments are subject to lender final approval in accordance to lender requirements. This proposal is not valid unless signed and accepted by a Sales Manager or an Officer of the Dealership.



INVOICE

#716

Issued 4/30/2026

FROM

PMK solutions - Maribuona LLC

Pedro K

(863) 317-2757

maribuonak@gmail.com

BILL TO

Brighton Lakes CDD c/o Inframark

313 Campus St

Kissimmee, FL 34747

Description	QTY	Price, USD	Amount, USD
<p>Services</p> <p>Painting of the walls and ceiling in the entrance area. Painting of the bathroom walls and ceiling. Painting of the bathroom access door. Bathroom door trim. Painting of all baseboards. Textured Ceiling Repair. Caulking at the base of the toilet. Installation of a new mirror. Installation of a light above the mirror. PS: Includes the purchase of the mirror, the light above the mirror, and the paints.</p>	1	\$2,000.00	\$2,000.00
Total			\$2,000.00



ESTIMATE

DATE

4/30/202

ESTIMATE #

1209

SCHAUB SERVICES LLC

102 E Canal Way NE
Lake Placid, Florida 33852
656-777-4991
BSchaub@SchaubServices.com

TECHNICIAN	JOB	MONTH	CODE
Bryan Schaub	Brighton Lakes CDD	April	1010

DESCRIPTION

Paint, Replace Bathroom Mirror/Vanity

Prep area and remove damaged items. Using paint types and colors requested at Brighton Lakes CDD. Also, install a vanity, replace mirror and replace light in attached bathroom. All labor, materials, cleanup & disposal included.

Total **\$2290.00**



2002 West Grand Parkway North | Suite 100 | Katy, Texas
77449
6562473501 | nmontagna@inframark.com |
www.inframark.com/maintenance

Estimate #288	
Sent on	Apr 07, 2026
Total	\$1,432.62

RECIPIENT:


Michael Perez
Brighton Lakes CDD
4250 Brighton Lakes Boulevard,
Kissimmee, Florida 34746

Product/Service	Description	Qty.	Unit Price	Total
Fence Pressure Washing	The fence is divided into three sections as follows: Section 1 - 4,020 sq ft Section 2 - 1,626 sq ft Section 3 - 2,034 sq ft This proposal is contingent upon the district providing a water filling location.	1	\$1,432.62	\$1,432.62

Total **\$1,432.62**

Attachments

View online <https://l.ibbr.io/8vGtSnu>

 Fence Pressure Washing.pdf

Unforeseen Conditions
Inframark is not responsible for hidden or unforeseen conditions including but not limited to structural defects, underground utilities, electrical issues, plumbing lines, soil problems, code violations, or concealed damage discovered during construction.
This quote is valid for the next 30 days, after which values may be subject to change.

Inframark LLC
 656-247-3501
 nmontagna@inframark.com
 2005 Pan Am Cir Suite 300
 Tampa, FL 33607



Estimate #: 1118
 Date: 5/8/2026
 Valid until: 6/8/2026

Brighton Lakes CDD
 4250 Brighton Lakes Blvd
 Kissimmee, FL 34746

Brighton Lakes CDD

Project Overview

Inframark shall provide all labor, equipment, materials, supervision, and transportation necessary to complete professional pressure washing services for designated sidewalks and pedestrian pathways throughout the Brighton Lakes community.

The purpose of this project is to remove dirt buildup, algae, mildew, mold, stains, debris, and surface discoloration in order to improve the overall appearance, cleanliness, and safety of the community walkways.

Areas Included in Service

Pressure washing services shall include, but are not limited to, the following locations:

Along Pleasant Hill Road (North Side) – 170 LF
 Along Pleasant Hill Road (South Side) – 835 LF
 BLB from PHR to Bridge (North Side) – 295 LF
 BLB from PHR to Bridge (South Side) – 2,970 LF
 Bridge (Both Sides) – 515 LF
 BLB from Bridge to Community Center (South Side) – 250 LF
 BLB from Huron to Huron (North Side) – 60 LF
 BLB from Huron to Sweetspire (North Side) – 3,990 LF
 Both sides of Volta entrance up to the gates – 190 LF
 Volta Circle playground – 85 LF
 Both sides of Kariba Entrance up to the stop sign – 400 LF
 Baykal Drive along Pond 3 – 295 LF
 Huron Circle along Pond 4 – 385 LF

- Chapala Drive playground – 180 LF
- Biel Court undeveloped park/playground – 100 LF
- Star Grass Circle conservation land – 180 LF
- Left side of Maracaibo Drive entrance next to CDD lot – 100 LF
- Maracaibo Drive left side past last house on the left – 830 LF
- Patrician Circle entrance to first houses on left/right – 180 LF
- Sweetspire Park – 235 LF
- Sweetspire across from park – 90 LF
- Sweetspire between two entrances to Fox Glen Loop – 370 LF
- Heliotrope Loop undeveloped park/playground – 410 LF
- South side of Juneberry past the last house – 155 LF
- Project Measurements
- Approximate Total Linear Feet: 13,270 LF
- Approximate Sidewalk Width: 5 Feet
- Approximate Total Surface Area: 68,925 Square Feet
- Approximate Total Distance: 2.51 Miles

Unless specifically stated otherwise, this scope does not include:

- Concrete repairs or replacement
- Gum removal requiring specialty treatment
- Graffiti removal
- Oil stain restoration beyond standard pressure washing methods
- Seal coating or surface sealing

District will provide a water source for fill up

Job location

4250 Brighton Lakes Blvd, Kissimmee, FL 34746

<u>Product / Service</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Total</u>
Material and Labor	1	\$10,000.00	\$10,000.00
		Subtotal:	\$10,000.00
		Total:	\$10,000.00

Customer signature

Date

Images

Brighton Lakes Sidewalk Power Washing Data					
Location	Length Feet	Width Feet	Area Square Feet	Cost	%
Along Pleasant Hill Road (North Side)	170	5	850		1.2
Along Pleasant Hill Road (South Side)	835	5	4175		6.1
Bl.B from PHR to Bridge (North Side)	295	5	1475		2.1
Bl.B from PHR to Bridge (South Side)	2970	5	14850		21.5
Bridge (Both Sides)	515	10	5150		7.5
Bl.B from Bridge to Community Center (South Side)	250	5	1250		1.8
Bl.B from Huron to Huron (North Side)	60	5	300		0.4
Bl.B from Huron to Sweetspire (North Side)	3990	5	19950		28.9
Both sides of Volta entrance up to the gates	190	5	950		1.4
Volta Circle playground	85	5	425		0.6
Both sides of Kariba Entrance up to the stop sign	400	5	2000		2.9
Baykal Drive along pond 3	295	5	1475		2.1
Huron Circle along pond 4	385	5	1925		2.8
Chapala Drive playground	180	5	900		1.3
Biel Court undeveloped park/playground	100	5	500		0.7
Star Grass Circle Conservation land	180	5	900		1.3
Left side of Maracaibo Dr entrance next to CDD lot	100	5	500		0.7
Maracaibo Dr on left side past last house on the left	830	5	4150		6.0
Patrician Circle entrance to first houses on left/right	180	5	900		1.3
Sweetspire park	235	5	1175		1.7
Sweetspire across from park	90	5	450		0.7
Sweetspire between two entrances to Fox Glen Loop	370	5	1850		2.7
Heliostripe Loop undeveloped park/playground	410	5	2050		3.0
South side of Janeberry past the last house	155	5	775		1.1
Map in 8/8/24 Agenda in Power Washing Proposal	13270		66325	0	100.0
	2.51				
	Miles				

Sidewalk data

Unless stated otherwise above, payments are due in accordance with the standard terms and conditions of this Contract.

If any unforeseen problems should be discovered by the Company during the performance of the Services, the Company shall provide the Client with notice of said problems as soon as reasonably possible and identify the nature of such problem and any additional cost that may be incurred. Unless otherwise specified, rock removal, dewatering, cover up, and haul off are not included in the Contract Price. The Company shall not be responsible for all damage to unmarked underground lines. Any changes requested by the Client are not covered by this Contract, and must be add subsequently, at the cost agreed upon by both parties. All labor and materials provided under this scope of work are warranted for a period of **30 Days from the date of completion**. This warranty covers defects in workmanship and installation. Any defective work identified within the warranty period will be repaired or replaced at no additional cost.

ITEMS TO BE PROVIDED BY THE CLIENT

Provide Access to Premises

Any Permit Modification, if Applicable

THE STANDARD TERMS AND CONDITIONS on the pages following this Contract are agreed to be a part of this Contract.

STANDARD TERMS AND CONDITIONS

Definitions. As used herein, the following terms shall have the following meanings:

- "*Applicable Law*" is defined as those laws, rules, regulations, codes, administrative, judicial and settlement orders, directives, guidelines, judgments, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing in each case that pertain to the (a) parties'

respective responsibilities under this Contract, (b) the performance of the Services hereunder, and (c) health and welfare of individuals related to the Services and this Contract.

- *"Change of Law"* the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in a direct increase to the Company's cost of providing the Services:

- (i) there is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date of the Contract; or

- (ii) there is passed or promulgated any amendment to, or change in, any federal, state, or other local law, statute, ordinance, rule or regulation (including any applicable sales tax regulation) following the date of the Contract; or

- (iii) there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body following the date of the Contract containing interpretations of law relating to the provision of the Services by the Company that is inconsistent with generally accepted interpretations in effect on the date of the Contract; or

- (iv) (a) the imposition of any condition different from those existing on the date of the Contract on the issuance or renewal of any official permit, license or necessary approval related to the provision of the Services by the Company, or (b) there shall be a suspension, termination, interruption, revocation, denial or failure of renewal of any official permit, license or necessary approval related to the provision of the Services by the Company, including without limitation such of the foregoing as are issued or approved by the USEPA, the Occupational Safety and Health Administration or any local Environmental and/or Building Department;

- *"Client"* means the party or parties identified as such in this Contract. In addition, the term *"Client"* specifically includes the party or parties to whom the Company provides Services and the party or parties responsible for paying the Company for Services provided pursuant to this Contract;

- *"Contract"* means these terms and conditions, any additional terms and conditions attached hereto and/or expressly incorporated herein directly or by reference including, without limitation, the Company's proposal to perform the Services to the extent such proposal is referenced or attached herein;

- *"Contract Price"* means the compensation to be paid by the Client to the Company in accordance with the terms of this Contract;

- *"Company"* means Inframark, LLC and its permissible successors and/or assigns. Any reference to actions taken or not taken by the Company shall include those actions taken or not taken on Company's behalf;

- *"Force Majeure"* means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Contract if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Force Majeure includes but is not limited to: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or

acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

· *"Services"* means the services to be provided by the Company to the Client as identified in this Contract;

Disclosure of Information and Cooperation of the Parties. (a) The Client represents and warrants that it will furnish the Company with all items, if any, described in this Contract in a diligent and timely manner; (b) The Client further represents and warrants that it has disclosed, and it will continue to disclose, any and all information it now has, or may have in the future, to the extent that such information is relevant to the Company in performing its duties and obligations hereunder; (c) Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Contract.

Employee Safety. Company shall be responsible for the safety, efficiency and adequacy of its employees and any vehicles and/or machinery, equipment or materials furnished or utilized by the Company during the performance of Services. Company, however, shall not assume any obligation or incur any liability for personal injury or property damage caused by (i) unsafe site conditions not created by the Company or by any of its agents, employees and subcontractors, (ii) work being performed by other parties not related to the Company, (iii) the negligence or misconduct of the Client, and/or (iv) the negligence or misconduct of any third party not related to the Company.

Permits. Client shall be responsible for obtaining, maintaining and renewing, in Client's name and expense, all state, federal and local permits and licenses required for the Services.

Quality of Work and Materials. The Services to be provided hereunder shall be performed by qualified personnel in accordance with standards generally acceptable in Company's industry. Company shall use the effort, skill, diligence and quality control/quality assurance measures expected of a qualified firm performing services of a similar nature to the Services to be performed by the Company pursuant to this Contract. Materials furnished by the Company, if any, shall be current, of merchantable quality and in compliance with any technical standards or specifications incorporated into this Contract. When certain materials are specified by a reference standard, Company may select any suitable commercially acceptable material meeting the standard. The Company makes no representations or warranties as to the merchantable quality and in compliance with any technical standards or specifications of materials provided by third parties. COMPANY SHALL NOT BE RESPONSIBLE TO THE CLIENT FOR ANY GUARANTEES OR WARRANTIES OFFERED BY OTHERS IN CONNECTION WITH ANY EQUIPMENT, MATERIALS, AND SUPPLIES PROVIDED FOR THE SERVICES

HEREUNDER. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING ANY EQUIPMENT, MATERIALS, AND SUPPLIES, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

Ownership of Documents and Inventions. (a) All tracing, specifications, computations, notes and other original documents as instruments of service shall, following the full payment of the Contract Price, become the property of the Client, provided however that the Company shall be entitled to keep copies of same; (b) All inventions, discoveries and copyright in work of authorship, including those in formative stages, made by the Company (either alone or jointly with the Client) shall from the time of conception or, in the case of works of authorship, from the time of creation be the property of Company.

Approval of Work. Services performed by Company shall be deemed approved and accepted by Client within a reasonable period (but in no event longer than thirty (30) days) after the Client has had the opportunity to review and/or inspect such services unless Client objects within such period by written notice specifically stating the details in which Client believes such services are incomplete or defective. Under all circumstances, final payment of the Contract Price shall be deemed as conclusive evidence that the Client has accepted all Services provided.

Compliance with Law. All parties shall comply with all Applicable Law in performing their respective obligations hereunder.

Contract Schedule. The date of completion provided in this Contract, if any, is approximate and is based upon prompt receipt by Company of all necessary information and data required to be supplied by the Client, and is subject to weather, groundwater conditions and unforeseen site conditions. Company will use all reasonable efforts to meet the stipulated completion date and completion of the Services within a reasonable time shall constitute the Company's full compliance with this Contract.

Default and Termination. Default and Termination. Either party may terminate this Contract by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree an extension as long as the defaulting party provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently. In the event of any termination, Company shall be paid for all services rendered and materials supplied (including materials specifically manufactured/made for the Client that have yet to be supplied), if any, through the date of termination. For purposes of this section, the failure of the Client to pay Company in accordance with the payment terms of this Contract shall be considered

such a substantial failure. In the event of a substantial failure on the part of the Client, Company, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of either party in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion. The effectiveness of a termination by Client will be conditioned upon receipt by Company of such payment for all services rendered and materials supplied (including materials specifically manufactured/made for the Client that have yet to be supplied), if any, through the date of termination. If Client incurs costs for damages due to a default of the Company that results in termination of this Contract, Client may deduct such costs or damages from the final payment due to Company. Such deduction will not exceed the final payment owed to Company and will constitute a full and final settlement between Client and Company for any and all claims against Company by Client and a release by Client of any and all further claims against Company.

Additional Work. (a) All additional labor, materials, tools, bonds, insurance, equipment, licenses, taxes, transportation, surveys, engineering, other professional services and any additional item provided by or on behalf of the Company because of Force Majeure or a Change of Law shall constitute additional work extending beyond the scope of the Services to be provided by Company hereunder. Company shall be compensated for all such additional work commensurate with the appropriate unit prices and/or hourly rates indicated in this contract and if no such prices or rates are provided, Company shall be compensated for the fair and equitable value of such additional work in an amount reasonably agreeable to the parties; (b) The parties may add, delete, modify, alter, or accelerate the Services to be performed hereunder, including without limitation, order changes to the Services, or require the Company to perform additional services but only through a duly executed change or field order. All change and field orders shall be in writing and require the signature and acceptance by Company prior to becoming effective. Unless agreed to otherwise by the Company, all such change and field orders shall reflect the parties' agreement regarding price and proposed completion date.

Payment Terms. For any estimate over \$2,000.00, Client shall pay the Company 50% of the estimated project price upon execution of this Contract and the remainder shall be due upon completion of the services. Unless specifically stated otherwise, all payments are due thirty (30) days from the date of final invoice. Any payment delayed beyond the specified due date shall be subject to one and one-half percent (1.5%) per month interest on the unpaid balance.

Taxes. Client shall pay all property, franchise, sales, use and other taxes associated with the Services other than taxes imposed on Company's net income or Company's payroll taxes. The prices hereunder do not include sales, use, excise, ad valorem, property or other taxes, other than taxes based on income, now or hereafter imposed directly or indirectly, by any governmental authority or agency with respect to this Contract and the Services provided and materials furnished hereunder. Client shall pay directly or reimburse Company for any such taxes that Company may be required to

pay, including without limitation, sales and/or use taxes that Company may be required to pay, under Applicable Law, in connection with Company's purchase or use, in performing the Services hereunder, of equipment, supplies, material and/or subcontracted services.

Indemnification. *To the maximum extent permitted by law, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Indemnifying Party.*

Company's Liability. The Company's maximum liability for all claims under this Contract shall not exceed an amount equal to the Contract Price for the year in which the claim arises. Notwithstanding any provision to the contrary contained in this Contract, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

Client Instructions. Under no circumstances shall Company be responsible for any damages, losses, settlement, payment deficiencies, liabilities, costs and expenses arising directly or indirectly because of the execution or implementation of instruction or directions provided by the Client or any of its directors, officers, employees, agents, or representatives.

Client Information and Records. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, information, regulatory filings, permits, authorizations, licenses, maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.

Risk of Loss. Any losses or other liabilities resulting from theft, damage or unauthorized use of Client's property, by any party other than Company, shall be borne by the Client.

Force Majeure. Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Contract shall not be deemed a breach of this Contract. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event.

Insurance. Company shall procure and maintain through the period of this Contract, at Company's own cost and expense (a) general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and (b) worker's compensation insurance in accordance with all statutory requirements.

Governing Law. This Contract and performance under it shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Dispute Resolution. In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions in a timely manner. If the dispute cannot be resolved within forty-five (45) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. If the parties are unable to resolve any disputes through good faith discussions or mediation, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Contract.

Notices. Wherever under this Contract one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail, postage prepaid, but not by electronic mail. Notices required to be given to the parties by each other will be addressed to:

Company:

Inframark, LLC

2002 West Grand Parkway North, Suite 100

Katy, Texas 77449

Attn: Chris Tarase

With copy to

Inframark, LLC

220 Gibraltar Road, Suite 200

Horsham, PA 19044

Attn: Legal Department

Client:

Attn: _____

Any such notice shall be deemed given when actually received when delivered either personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party.

Successors and Assigns. This Contract shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party or to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. When written consent of a party is required, such consent shall not be unreasonably withheld.

Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Contract or for one (1) year after termination of this Contract.

Severability. Each and every provision of law and government regulation required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall read and shall be enforced as though so included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Contract shall be deemed to be amended to make such insertion or correction. If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

No Third-Party Beneficiaries. This Contract is entered into solely between and may be enforced only by the Company and Client; and this Contract shall not be deemed to create any rights in third parties, including clients, suppliers, or customers of a party, or to create any obligations of a party to any such third parties.

Construction of Agreement. Whenever the context requires, the gender of all words used in this Contract includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Contract, and all references to Exhibits are to Exhibits attached to this all purposes. Captions, headings, cover pages, tables of contents and footnote instructions contained in this Contract are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or meaning of any provisions of this Contract. Words and abbreviations that have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.

Entire Agreement. The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or agreements, oral or written, are

merged herein. There are no representations or warranties, agreements, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the Client and the Company. The failure of the Company at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.



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929 W. Oak Street • Kissimmee, FL 34741
 ☎ (407) 847-5565 • Fax: (407) 847-2698
 E-Mail: pip@pipmarketing.com
 Website: www.PIPMarketing.com

SOLD TO
 Justin Fisher
 BRIGHTON LAKES CDD c/o Inframark.
 313 Campus St.
 KISSIMMEE FL 34747
 Phone: 407.566.1935

Customer Contacted _____

Location _____

Estimate

59734

No.

5/11/26

Date

Customer P.O. No.

Quantity	Description	Amount
22	Stop Signs - High Intensity Prismatic (HIP) - 30" x 30"	\$ 1,281.32
4	4-Way Sign - High Intensity Prismatic (HIP) - 12" x 6"	\$ 21.28
1	Dead End Sign - High Intensity Prismatic (HIP) - 30" x 30"	\$ 66.57
1	No Outlet Sign - High Intensity Prismatic (HIP) - 24" x 24"	\$ 42.60
1	No Outlet Sign - High Intensity Prismatic (HIP) - 30" x 30"	\$ 66.57
2	Speed Limit 30 Sign - High Intensity Prismatic (HIP) - 18" x 30"	\$ 93.98
1	Speed Limit 30 Sign - High Intensity Prismatic (HIP) - 24" x 30"	\$ 78.32
1	Median Arrow - High Intensity Prismatic (HIP) - 24" x 30"	\$ 51.58
1	Speed Hump Sign - High Intensity Prismatic (HIP) - 24" x 24"	\$ 48.42
1	Ahead Sign - High Intensity Prismatic (HIP) - 24" x 12"	\$ 21.30
1	Stop Ahead Symbol Sign - High Intensity Prismatic (HIP) - 36" x 36"	\$ 107.29
1	Protected By Video Surveillance Sign - High Intensity Prismatic (HIP) - 18" x 24"	\$ 107.29
5	Do Not Feed Alligators Sign - Engineer Grade Prismatic (EGP) - 12" x 18" , 12 x	\$ 268.29

continued on page 2

BALANCE PAID: RECEIVED BY (INITIAL) _____
 CASH: \$ _____ CHECK #: _____ \$ _____
 CREDIT CARD: \$ _____

RECEIVED BY _____ DATE _____

Our Commitment:
100%
 Satisfaction
 Guaranteed

At PIP, we want every customer to be completely satisfied with our product and service. That's why we're making this guarantee. If you are not completely satisfied with the job we do for you, we will do it over again to your satisfaction. At PIP, your satisfaction with every order is the goal of our professional staff. This guarantee is a measure of the level of confidence we have in our staff and our work.

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- TRADESHOW
- REAL ESTATE
- RETAIL





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929 W. Oak Street • Kissimmee, FL 34741
 ☎ (407) 847-5565 • Fax: (407) 847-2698
 E-Mail: pip@pipmarketing.com
 Website: www.PIPMarketing.com

SOLD TO

Justin Fisher
 BRIGHTON LAKES CDD c/o Inframark.
 313 Campus St.
 KISSIMMEE FL 34747
 Phone: 407.566.1935

Customer Contacted _____

Location _____

Estimate

59734 (2)

No.

5/11/26

Date

Customer P.O. No.

Quantity	Description	Amount
22	18 WHITE .080 Reflective Blanks HIP – Radius Corners, 2 Holes, Printed on 1 side Street Signs As follows BRIGHTON LAKES BLVD – 30 x 6 = 4 HURON CIR – 30 x 6 = 2 LUGANO DR – 30 x 6 = 2 KARBA WAY – 30 x 6 = 1 LUGANO CT – 30 x 6 = 1 TORRENS WAY – 30 x 6 = 1 BIEL CT – 30 x 6 = 1 MARACAIBO DR – 30 x 6 = 3 PATRICIAN CIR – 30 x 6 = 1 SWEETSPIRE CIR – 30 x 6 = 1 CHAPALA DR – 30 x 6 = 3 ONEGA WAY – 30 x 6 = 1 LUTZA WAY – 30 x 6 = 1	\$ 1,042.30

Deliver To:	Wanted: Thu 5/7/26	SUBTOTAL	\$ 3,297.11
Sales Rep:		TAX	\$ 230.80
Account Type: Charge		SHIPPING	\$ 0.00
CHARGE CUSTOMERS ARE NET 30 DAYS		TOTAL	\$ 3,527.91

BALANCE PAID: RECEIVED BY (INITIAL) _____
 CASH: \$ _____ CHECK #: _____ \$ _____
 CREDIT CARD: \$ _____

RECEIVED BY _____ DATE _____

Our Commitment:
100%
 Satisfaction Guaranteed

At PIP, we want every customer to be completely satisfied with our product and service. That's why we're making this guarantee. If you are not completely satisfied with the job we do for you, we will do it over again to your satisfaction. At PIP, your satisfaction with every order is the goal of our professional staff. This guarantee is a measure of the level of confidence we have in our staff and our work.

WHEN IT COMES TO THE ART OF SIGN MAKING, WE'VE GOT IT COVERED

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Service Team Quotation

Quote #: Q-19308-1
Date: 4/24/2026
Expires On: 5/24/2026

Envera Systems

Next Generation Security
 1659 Achieva Way
 Dunedin, FL 33648
 Phone: (877) 936-8372 | Email: info@enverasystems.com

Prepared for

Brighton Lakes CDD - Kissimmee FL
 4250 Brighton Lake Blvd
 Kissimmee, Florida 34746

SERVICE TEAM MEMBER	PHONE	EMAIL
Envera Service Admin Team	941-556-0734	serviceadmin@enverasystems.com

Kariba - Replace resident tag camera due to surge damage.

Kariba

QTY	PRODUCT	UNIT PRICE	TOTAL
1	License Plate Camera - 5MP	\$559.00	\$559.00
1.00	Service Labor	\$185.00	\$185.00
1	TRIP CHARGE	\$60.00	\$60.00
Kariba TOTAL:			\$804.00

TOTAL: \$804.00

0.00% Sales Tax: \$0.00

TOTAL WITH SALES TAX: \$804.00

Upon completion of the necessary part replacements by our technician, please be advised that additional labor or parts may be required. Any such costs will be communicated and require your approval before proceeding with further work.

Client authorizes Envera to proceed with the work as described for the agreed upon Total listed above.

CLIENT:

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

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CDD Monthly Board Report

May, 13 2026

The following is a result of 4/24/2026

Completed Projects

- Crepe Myrtles and trees along the Boulevard have been trimmed.
- Ponds look clear, some low growing weeds and trash cleanup needed.
- Basketball court fence removed and replaced; two tennis court lights have been turned facing the basketball courts.
- Bridge light bulb replaced all ok.
- Patrician sink hole filled; will continue to monitor.
- Soffit replaced at community center.
- Community Center: Outlet that feeds the router for communications replaced.
- Kariba exit arm returned to normal after power outage, Envera cancelled.

Pending Project

- First Aid kit needed at Community Center.
- Heron fountain out, Solitude sent a proposal for approval.
- Chapala sink hole filled with soil again, Engineer is monitoring.
- Guard Shack going under renovation, waiting for proposals for new ac, paint, sink with vanity, new door.
- Sweetspire picnic table is peeling, shows no sign of previous primer before painting.
- SOS systems tested, all worked except Kariba which failed three times.
- ADA lift at pool needs new control cord, new cover and needs to be tested once a week. Control cord must be kept with battery in the community center kitchen.
- Curb at BLB and MaraCaibo needs repair after a car struck and damaged. Need proposal.

Brighton Lakes CDD Landscape and Maintenance Liaison
CDD Board, DO NOT REPLY ALL









**RULES OF PROCEDURE
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Brighton Lakes Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
- (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
- (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
- (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
- (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (656) 209-7919. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud,**” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
 - (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

- (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
 - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.
- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
- (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
 - (i) Is a valid exercise of delegated legislative authority;
 - (ii) Has current statutory authority;
 - (iii) Reiterates or paraphrases statutory material;
 - (iv) Is in proper form;

- (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
 - (vi) Requires a technical or substantive update to reflect current use; and
 - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the “**Rule Review Resolution**”):
- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
 1. A copy of the reviewed rule;
 2. A written statement of its intended action; and
 3. Its assessment of factors specified in Section 16(c) of this Rule.
 - (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
 1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
 2. A written statement of its intended action;
 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
 - (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule;
 2. The recommended change or changes coded by underlining new text and striking through deleted text;
 3. A written statement of its intended action; and
 4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:
1. A written statement of its intended action; and
 2. Its assessment of factors specified in subsection 16(c) of this Rule.
- (e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.
- (17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
- (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "**Project**" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
- (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“**RFP**”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
- (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
 - (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
 - (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
 - (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

RESOLUTION 2026-05

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 OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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 of Procedure on August 12, 2026, at 6:00 p.m., at the Brighton Lakes Recreation Center, 4250 Brighton Lakes Blvd., Kissimmee, Florida 34746.

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.

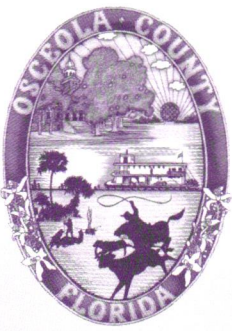
PASSED AND ADOPTED this 13th day of May 2026.

ATTEST:

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 24, 2026

Ms. Melinda Gallo
District Administrative Assistant II
Brighton Lakes Community Development District
313 Campus St.
Celebration, FL 34747

RE: Brighton Lakes Community Development District – Registered Voters

Dear Ms. Gallo:

Thank you for your letter requesting confirmation of the number of registered voters within the Brighton Lakes Community Development District as of April 15, 2026.

The number of registered voters within the Brighton Lakes CDD is 1,282 as of April 15, 2026.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in blue ink that reads "Mary Jane Arrington".

Mary Jane Arrington
Supervisor of Elections



RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Brighton Lakes Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 12, 2026
TIME: 6:00 p.m.
LOCATION: Brighton Lakes Recreation Center
4250 Brighton Lakes Blvd.
Kissimmee, Florida 34746

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF MAY 2026.

ATTEST:

BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget



*Brighton Lakes
Community Development District*

**FISCAL YEAR 2027
PROPOSED BUDGET
DATE**

CLEAR PARTNERSHIPS



Brighton Lakes Community Development District



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ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2026	THRU 2/28/2026	March- 9/30/2026	PROJECTED FY 2026		BUDGET FY 2027
REVENUES						
Interest - Investments	\$75,000.00	\$34,792.00	\$40,208.00	\$75,000.00	0%	\$75,000.00
Room Rentals	\$50.00	\$0.00	\$50.00	\$50.00	0%	\$0.00
Interest - Tax Collector	\$2,800.00	\$1,214.00	\$1,586.00	\$2,800.00	0%	\$1,800.00
Special Assmnts- Tax Collector	\$1,246,851.00	\$1,174,507.00	\$72,344.00	\$1,246,851.00	0%	\$1,311,108.66
Special Assmnts- Discounts	-\$49,874.00	-\$46,630.00	\$0.00	-\$46,630.00	-7%	-\$52,444.35
Gate Bar Code/Remotes	\$1,500.00	\$591.00	\$847.10	\$1,438.10	-4%	\$1,500.00
Access Cards	\$100.00	\$0.00	\$100.00	\$100.00	0%	\$100.00
Insurance Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
TOTAL REVENUES	\$1,276,427.00	\$1,164,474.00	\$115,135.10	\$1,279,609.10	0%	\$1,337,064.31

EXPENDITURES

Administrative

P/R-Board of Supervisors	\$14,400.00	\$6,000.00	\$8,400.00	\$14,400.00	0%	\$12,000.00
FICA Taxes	\$1,102.00	\$275.00	\$827.00	\$1,102.00	0%	\$918.00
ProfServ-Arbitrage Rebate	\$600.00	\$0.00	\$600.00	\$600.00	0%	\$600.00
ProfServ-Engineering	\$35,000.00	\$3,346.00	\$31,654.00	\$35,000.00	0%	\$20,000.00
ProfServ-Legal Services	\$30,000.00	\$11,006.00	\$18,994.00	\$30,000.00	0%	\$20,000.00
ProfServ-Mgmt Consulting	\$60,742.00	\$25,309.00	\$35,433.00	\$60,742.00	0%	\$62,564.26
ProfServ-Property Appraiser	\$387.00	\$720.00	\$0.00	\$720.00	86%	\$720.00
ProfServ-Special Assessment	\$5,305.00	\$5,305.00	\$0.00	\$5,305.00	0%	\$5,305.00
ProfServ-Trustee Fees	\$11,045.00	\$4,256.00	\$6,789.00	\$11,045.00	0%	\$11,500.00
Auditing Services	\$3,800.00	\$3,700.00	\$100.00	\$3,800.00	0%	\$3,800.00
Website Compliance	\$2,000.00	\$776.00	\$1,224.00	\$2,000.00	0%	\$2,000.00
Communication - Telephone	\$15,000.00	\$6,633.00	\$8,367.00	\$15,000.00	0%	\$15,500.00
Postage and Freight	\$1,200.00	\$189.00	\$1,011.00	\$1,200.00	0%	\$1,200.00
Insurance - General Liability	\$27,008.00	\$10,556.00	\$16,452.00	\$27,008.00	0%	\$29,708.80
Printing and Binding	\$1,500.00	\$150.00	\$1,350.00	\$1,500.00	0%	\$1,000.00
Legal Advertising	\$2,500.00	\$2,113.00	\$387.00	\$2,500.00	0%	\$2,500.00
Miscellaneous Services	\$2,000.00	\$1,106.00	\$894.00	\$2,000.00	0%	\$2,000.00
Misc-Assessment Collection Cost	\$24,151.00	\$22,558.00	\$1,593.00	\$24,151.00	0%	\$26,222.17
Annual District Filing Fee	\$175.00	\$175.00	\$0.00	\$175.00	0%	\$175.00
Total Administrative	\$237,915.00	\$104,173.00	\$134,075.00	\$238,248.00	0%	\$217,713.23

Field

ProfServ-Field Management	\$43,911.00	\$18,296.00	\$25,615.00	\$43,911.00	0%	\$45,228.33
ProfServ - Field Management Onsite Staff	\$63,851.00	\$26,605.00	\$37,246.00	\$63,851.00	0%	\$65,766.53
Contracts-Landscape	\$255,000.00	\$102,083.00	\$146,318.97	\$248,401.97	-3%	\$262,650.00
Electricity - General	\$71,000.00	\$26,535.00	\$38,033.50	\$64,568.50	-9%	\$71,000.00
Utility - Water & Sewer	\$5,000.00	\$1,869.00	\$2,678.90	\$4,547.90	-9%	\$7,000.00
R&M-Common Area	\$60,000.00	\$35,535.00	\$50,933.50	\$86,468.50	44%	\$60,000.00
R&M-Irrigation	\$20,000.00	\$8,113.00	\$11,628.63	\$19,741.63	-1%	\$25,000.00
R&M-Lake	\$51,000.00	\$19,584.00	\$28,070.40	\$47,654.40	-7%	\$51,000.00
R&M-Tree Trimming Services	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00	0%	\$10,000.00
R&M-Bush Hogging	\$12,000.00	\$3,070.00	\$8,930.00	\$12,000.00	0%	\$12,000.00
Misc-Contingency	\$750.00	\$3,499.00	\$0.00	\$3,499.00	367%	\$750.00
Holiday Lighting	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00

Brighton Lakes
Community Development District

General Fund

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2026	THRU 2/28/2026	March- 9/30/2026	PROJECTED FY 2026		BUDGET FY 2027
Total Field	\$592,512.00	\$245,189.00	\$359,454.90	\$604,643.90	2%	\$615,394.86
Gatehouse						
Contracts-Security Services	\$74,574.00	\$26,568.00	\$38,080.80	\$64,648.80	-13%	\$76,811.22
R&M-Gate	\$10,000.00	\$7,471.00	\$2,529.00	\$10,000.00	0%	\$10,000.00
Total Gatehouse	\$84,574.00	\$34,039.00	\$40,609.80	\$74,648.80	-12%	\$86,811.22
Capital Expenditures & Projects						
Capital Reserve	\$263,100.00	\$0.00	\$263,100.00	\$263,100.00	0%	\$263,100.00
Total Capital Expenditures & Projects	\$263,100.00	\$0.00	\$263,100.00	\$263,100.00	0%	\$263,100.00
Road and Street Facilities						
R&M-Roads & Alleyways	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	0%	\$15,000.00
R&M-Sidewalks	\$5,000.00	\$13,978.00	\$0.00	\$13,978.00	180%	\$5,000.00
R&M-Signage	\$2,000.00	\$2,300.00	\$0.00	\$2,300.00	15%	\$4,000.00
Total Road and Street Facilities	\$22,000.00	\$16,278.00	\$15,000.00	\$31,278.00	42%	\$24,000.00
Community Center						
Contracts-Security Services	\$66,000.00	\$23,472.00	\$42,528.00	\$66,000.00	0%	\$66,000.00
R&M-Clubhouse	\$10,000.00	\$1,255.00	\$8,745.00	\$10,000.00	0%	\$15,000.00
R&M-Pools	\$30,000.00	\$18,839.00	\$11,161.00	\$30,000.00	0%	\$35,000.00
Miscellaneous Services	\$3,500.00	\$1,365.00	\$2,135.00	\$3,500.00	0%	\$3,500.00
Capital Reserve	\$10,545.00	\$0.00	\$10,545.00	\$10,545.00	0%	\$10,545.00
Total R&M-Clubhouse	\$120,045.00	\$44,931.00	\$75,114.00	\$120,045.00	0%	\$130,045.00
Reserves						
Reserve	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
Total Reserves	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
TOTAL EXPENDITURES	\$1,320,146.00	\$444,610.00	\$887,353.70	\$1,331,963.70	1%	\$1,337,064.31
Excess (deficiency) of revenues						
Over (under) expenditures	-\$43,719.00	\$719,864.00	-\$772,218.60	-\$52,354.60	20%	\$0.00
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Net change in fund balance		\$719,864.00	-\$772,218.60	-\$52,354.60	0%	\$0.00
FUND BALANCE, BEGINNING	\$2,414,815.00	\$2,414,815.00	\$0.00	\$2,414,815.00	0%	\$2,362,460.40
FUND BALANCE, ENDING	\$2,414,815.00	\$3,134,679.00	-\$772,218.60	\$2,362,460.40	-2%	\$2,362,460.40

Brighton Lakes
Community Development District

Debt Service Fund

Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
Series 2017 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 2/28/2026	PROJECTED March- 9/30/2026	TOTAL PROJECTED FY 2026	% +/-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	\$2,400.00	\$1,257.00	\$1,143.00	\$2,400.00	0%	\$0.00
Special Assmnts- Tax Collector	\$220,651.00	\$207,848.00	\$12,803.00	\$220,651.00	0%	\$220,650.64
Special Assmnts- Discounts	-\$8,826.00	-\$8,252.00	\$0.00	-\$8,252.00	-7%	-\$8,826.03
TOTAL REVENUES	\$214,225.00	\$200,853.00	\$13,946.00	\$214,799.00	0%	\$211,824.62
EXPENDITURES						
<i>Debt Service</i>						
Principal Debt Retirement	\$173,000.00	\$0.00	\$173,000.00	\$173,000.00	0%	\$179,000.00
Interest Expense	\$36,693.00	\$18,346.00	\$18,347.00	\$36,693.00	0%	\$31,070.00
Total Debt Service	\$209,693.00	\$18,346.00	\$191,347.00	\$209,693.00	0%	\$210,070.00
<i>Administrative</i>						
Misc-Assessment Collection Cost	\$4,413.00	\$3,992.00	\$421.00	\$4,413.00	0%	\$4,413.01
Total Administrative	\$4,413.00	\$3,992.00	\$421.00	\$4,413.00	0%	\$4,413.01
TOTAL EXPENDITURES	\$214,106.00	\$22,338.00	\$191,768.00	\$214,106.00		\$214,483.01
Excess (deficiency) of revenues Over (under) expenditures	\$119.00	\$178,515.00	-\$177,822.00	\$693.00	482%	-\$2,658.39
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		\$0.00	\$0.00	\$0.00	0%	\$0.00
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Net change in fund balance		\$178,515.00	-\$177,822.00	\$693.00	0%	-\$2,658.39
FUND BALANCE, BEGINNING	\$68,669.00	\$68,669.00	\$0.00	\$68,669.00	0%	\$69,362.00
FUND BALANCE, ENDING	\$68,669.00	\$247,184.00	-\$177,822.00	\$69,362.00	1%	\$66,703.61

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2017 Bonds	\$1,296,000.00	\$1,129,000.00	\$956,000.00	\$777,000.00

Brighton Lakes
Community Development District

Debt Service Fund

AMORTIZATION SCHEDULE
SPECIAL ASSESSMENT BONDS

Period Ending	PRINCIPAL OUTSTANDING	Coupon	Principal Balance	Interest	Debt Service	Annual Debt Service
11/1/2017	\$2,327,000.00			\$10,293.74	\$10,293.74	
5/1/2018	\$2,194,000.00	3.250%	\$133,000.00	\$37,813.75	\$170,813.75	\$181,107.49
11/1/2018	\$2,194,000.00			\$35,652.50	\$35,652.50	
5/1/2019	\$2,056,000.00	3.250%	\$138,000.00	\$35,652.50	\$173,652.50	\$209,305.00
11/1/2019	\$2,056,000.00			\$33,410.00	\$33,410.00	
5/1/2020	\$1,914,000.00	3.250%	\$142,000.00	\$33,410.00	\$175,410.00	\$208,820.00
11/1/2020	\$1,914,000.00			\$31,102.50	\$31,102.50	
5/1/2021	\$1,767,000.00	3.250%	\$147,000.00	\$31,102.50	\$178,102.50	\$209,205.00
11/1/2021	\$1,767,000.00			\$28,713.75	\$28,713.75	
5/1/2022	\$1,615,000.00	3.250%	\$152,000.00	\$28,713.75	\$180,713.75	\$209,427.50
11/1/2022	\$1,615,000.00			\$26,243.75	\$26,243.75	
5/1/2023	\$1,458,000.00	3.250%	\$157,000.00	\$26,243.75	\$183,243.75	\$209,487.50
11/1/2023	\$1,458,000.00			\$23,692.50	\$23,692.50	
5/1/2024	\$1,296,000.00	3.250%	\$162,000.00	\$23,692.50	\$185,692.50	\$209,385.00
11/1/2024	\$1,296,000.00			\$21,060.00	\$21,060.00	
5/1/2025	\$1,129,000.00	3.250%	\$167,000.00	\$21,060.00	\$188,060.00	\$209,120.00
11/1/2025	\$1,129,000.00			\$18,346.25	\$18,346.25	
5/1/2026	\$956,000.00	3.250%	\$173,000.00	\$18,346.25	\$191,346.25	\$209,692.50
11/1/2026	\$956,000.00			\$15,535.00	\$15,535.00	
5/1/2027	\$777,000.00	3.250%	\$179,000.00	\$15,535.00	\$194,535.00	\$210,070.00
11/1/2027	\$777,000.00			\$12,626.25	\$12,626.25	
5/1/2028	\$592,000.00	3.250%	\$185,000.00	\$12,626.25	\$197,626.25	\$210,252.50
11/1/2028	\$592,000.00			\$9,620.00	\$9,620.00	
5/1/2029	\$401,000.00	3.250%	\$191,000.00	\$9,620.00	\$200,620.00	\$210,240.00
11/1/2029	\$401,000.00			\$6,516.25	\$6,516.25	
5/1/2030	\$204,000.00	3.250%	\$197,000.00	\$6,516.25	\$203,516.25	\$210,032.50
11/1/2030	\$204,000.00			\$3,315.00	\$3,315.00	
5/1/2031	\$0.00	3.250%	\$204,000.00	\$3,315.00	\$207,315.00	\$210,630.00
Totals			\$1,296,000.00	\$174,037.50	\$1,470,037.50	\$1,470,037.50

Brighton Lakes
Community Development District

Debt Service Fund

Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
Series 2022-1 Bonds

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2026	THRU 2/28/2026	March- 9/30/2026	PROJECTED FY 2026		BUDGET FY 2027
REVENUES						
Interest - Investments	\$1,500.00	\$2,462.00	\$0.00	\$2,462.00	64%	\$0.00
Special Assmnts- Tax Collector	\$269,315.00	\$253,689.00	\$15,626.00	\$269,315.00	0%	\$269,314.73
Special Assmnts- Discounts	-\$10,773.00	-\$10,072.00	\$0.00	-\$10,072.00	-7%	-\$10,772.59
TOTAL REVENUES	\$260,042.00	\$246,079.00	\$15,626.00	\$261,705.00	1%	\$258,542.14
EXPENDITURES						
<i>Debt Service</i>						
Principal Debt Retirement	\$192,000.00	\$0.00	\$192,000.00	\$192,000.00	0%	\$197,000.00
Interest Expense	\$62,714.00	\$31,357.00	\$31,357.00	\$62,714.00	0%	\$58,124.80
Total Debt Service	\$254,714.00	\$31,357.00	\$223,357.00	\$254,714.00	0%	\$255,124.80
<i>Administrative</i>						
Misc-Assessment Collection Cost	\$5,386.00	\$4,872.00	\$514.00	\$5,386.00	0%	\$3,940.00
Total Administrative	\$5,386.00	\$4,872.00	\$514.00	\$5,386.00	0%	\$3,940.00
TOTAL EXPENDITURES	\$254,714.00	\$31,357.00	\$223,357.00	\$254,714.00		\$255,124.80
Excess (deficiency) of revenues Over (under) expenditures	\$5,328.00	\$214,722.00	-\$207,731.00	\$6,991.00	31%	\$3,417.34
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		\$0.00	\$0.00	\$0.00	0%	\$0.00
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Net change in fund balance		\$214,722.00	-\$207,731.00	\$6,991.00	0%	\$3,417.34
FUND BALANCE, BEGINNING	\$139,269.00	\$139,269.00	\$0.00	\$139,269.00	0%	\$146,260.00
FUND BALANCE, ENDING	\$139,269.00	\$353,991.00	-\$207,731.00	\$146,260.00	5%	\$149,677.34

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2022-1 Bonds	\$3,705,000.00	\$2,624,000.00	\$2,432,000.00	\$2,235,000.00

Brighton Lakes
Community Development District

Debt Service Fund

AMORTIZATION SCHEDULE

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

Period Ending	Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2022	\$3,925,000.00			\$13,810.55	\$13,810.55	\$13,810.55
11/1/2022	\$3,925,000.00			\$46,903.75	\$46,903.75	
5/1/2023	\$3,925,000.00	\$220,000.00	2.390%	\$46,903.75	\$266,903.75	\$313,807.50
11/1/2023	\$3,705,000.00			\$44,274.75	\$44,274.75	
5/1/2024	\$3,705,000.00	\$226,000.00	2.390%	\$44,274.75	\$270,274.75	\$314,549.50
5/1/2025	\$2,624,000.00	\$0.00	2.390%	\$0.00	\$0.00	
11/1/2025	\$2,624,000.00			\$31,356.80	\$31,356.80	\$31,356.80
5/1/2026	\$2,624,000.00	\$192,000.00	2.390%	\$31,356.80	\$223,356.80	
11/1/2026	\$2,432,000.00			\$29,062.40	\$29,062.40	\$252,419.20
5/1/2027	\$2,432,000.00	\$197,000.00	2.390%	\$29,062.40	\$226,062.40	
11/1/2027	\$2,235,000.00			\$26,708.25	\$26,708.25	\$252,770.65
5/1/2028	\$2,235,000.00	\$202,000.00	2.390%	\$26,708.25	\$228,708.25	
11/1/2028	\$2,033,000.00			\$24,294.35	\$24,294.35	\$253,002.60
5/1/2029	\$2,033,000.00	\$204,000.00	2.390%	\$24,294.35	\$228,294.35	
11/1/2029	\$1,829,000.00			\$21,856.55	\$21,856.55	\$250,150.90
5/1/2030	\$1,829,000.00	\$210,000.00	2.390%	\$21,856.55	\$231,856.55	
11/1/2030	\$1,619,000.00			\$19,347.05	\$19,347.05	\$251,203.60
5/1/2031	\$1,619,000.00	\$216,000.00	2.390%	\$19,347.05	\$235,347.05	
11/1/2031	\$1,403,000.00			\$16,765.85	\$16,765.85	\$252,112.90
5/1/2032	\$1,403,000.00	\$221,000.00	2.390%	\$16,765.85	\$237,765.85	
11/1/2032	\$1,182,000.00			\$14,124.90	\$14,124.90	\$251,890.75
5/1/2033	\$1,182,000.00	\$225,000.00	2.390%	\$14,124.90	\$239,124.90	
11/1/2033	\$957,000.00			\$11,436.15	\$11,436.15	\$250,561.05
5/1/2034	\$957,000.00	\$231,000.00	2.390%	\$11,436.15	\$242,436.15	
11/1/2034	\$726,000.00			\$8,675.70	\$8,675.70	\$251,111.85
5/1/2035	\$726,000.00	\$238,000.00	2.390%	\$8,675.70	\$246,675.70	
11/1/2035	\$488,000.00			\$5,831.60	\$5,831.60	\$252,507.30
5/1/2036	\$488,000.00	\$240,000.00	2.390%	\$5,831.60	\$245,831.60	
11/1/2036	\$248,000.00			\$2,963.60	\$2,963.60	\$248,795.20
5/1/2037	\$248,000.00	\$248,000.00	2.390%	\$2,963.60	\$250,963.60	
Totals		\$2,624,000.00		\$424,846.40	\$3,048,846.40	

Brighton Lakes
Community Development District

Debt Service Fund

Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
Series 2022-2 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET 2026	ACTUAL THRU 2/28/2026	PROJECTED March- 9/30/2026	TOTAL PROJECTED FY 2026	% +/-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	\$750.00	\$761.00	\$0.00	\$761.00	1%	\$0.00
Special Assmnts- Tax Collector	\$179,405.00	\$168,995.00	\$10,410.00	\$179,405.00	0%	\$179,404.52
Special Assmnts- Discounts	-\$7,176.00	-\$6,709.00	\$0.00	-\$6,709.00	-7%	-\$7,176.18
TOTAL REVENUES	\$172,979.00	\$163,047.00	\$10,410.00	\$173,457.00	0%	\$172,228.34
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessment Collection Cost	\$3,588.00	\$3,246.00	\$342.00	\$3,588.00	0%	\$3,588.09
Total Administrative	\$3,588.00	\$3,246.00	\$342.00	\$3,588.00	0%	\$3,588.09
<i>Debt Service</i>						
Principal Debt Retirement	\$135,000.00	\$0.00	\$135,000.00	\$135,000.00	0%	\$138,000.00
Interest Expense	\$35,227.00	\$17,613.00	\$17,614.00	\$35,227.00	0%	\$32,054.00
Total Debt Service	\$170,227.00	\$17,613.00	\$152,614.00	\$170,227.00	0%	\$170,054.00
TOTAL EXPENDITURES	\$173,815.00	\$20,859.00	\$152,956.00	\$173,815.00	0%	\$173,642.09
Excess (deficiency) of revenues Over (under) expenditures	-\$836.00	\$142,188.00	-\$142,546.00	-\$358.00	-57%	-\$1,413.75
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		\$0.00	\$0.00	\$0.00	0%	\$0.00
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Net change in fund balance		\$142,188.00	-\$142,546.00	-\$358.00	0%	-\$1,413.75
FUND BALANCE, BEGINNING	\$36,610.00	\$36,610.00	\$0.00	\$36,610.00	0%	\$36,252.00
FUND BALANCE, ENDING	\$35,774.00	\$178,798.00	-\$142,546.00	\$36,252.00	1%	\$34,838.25

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2022-2 Bonds	\$1,630,000.00	\$1,499,000.00	\$1,364,000.00	\$1,226,000.00

Brighton Lakes
Community Development District

Debt Service Fund

AMORTIZATION SCHEDULE

Special Assessment Refunding Bond, Series 2022-2

Period Ending	Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2022	\$1,963,000.00	\$80,000.00	2.350%	\$6,791.43	\$86,791.43	\$86,791.43
11/1/2022	\$1,883,000.00			\$22,125.25	\$22,125.25	
5/1/2023	\$1,883,000.00	\$125,000.00	2.350%	\$22,125.25	\$147,125.25	\$169,250.50
11/1/2023	\$1,758,000.00			\$20,656.50	\$20,656.50	
5/1/2024	\$1,758,000.00	\$128,000.00	2.350%	\$20,656.50	\$148,656.50	\$169,313.00
11/1/2024	\$1,630,000.00			\$19,152.50	\$19,152.50	
5/1/2025	\$1,630,000.00	\$131,000.00	2.350%	\$19,152.50	\$150,152.50	\$169,305.00
11/1/2025	\$1,499,000.00			\$17,613.25	\$17,613.25	
5/1/2026	\$1,499,000.00	\$135,000.00	2.350%	\$17,613.25	\$152,613.25	\$170,226.50
11/1/2026	\$1,364,000.00			\$16,027.00	\$16,027.00	
5/1/2027	\$1,364,000.00	\$138,000.00	2.350%	\$16,027.00	\$154,027.00	\$170,054.00
11/1/2027	\$1,226,000.00			\$14,405.50	\$14,405.50	
5/1/2028	\$1,226,000.00	\$141,000.00	2.350%	\$14,405.50	\$155,405.50	\$169,811.00
11/1/2028	\$1,085,000.00			\$12,748.75	\$12,748.75	
5/1/2029	\$1,085,000.00	\$144,000.00	2.350%	\$12,748.75	\$156,748.75	\$169,497.50
11/1/2029	\$941,000.00			\$11,056.75	\$11,056.75	
5/1/2030	\$941,000.00	\$148,000.00	2.350%	\$11,056.75	\$159,056.75	\$170,113.50
11/1/2030	\$793,000.00			\$9,317.75	\$9,317.75	
5/1/2031	\$793,000.00	\$151,000.00	2.350%	\$9,317.75	\$160,317.75	\$169,635.50
11/1/2031	\$642,000.00			\$7,543.50	\$7,543.50	
5/1/2032	\$642,000.00	\$155,000.00	2.350%	\$7,543.50	\$162,543.50	\$170,087.00
11/1/2032	\$487,000.00			\$5,722.25	\$5,722.25	
5/1/2033	\$487,000.00	\$159,000.00	2.350%	\$5,722.25	\$164,722.25	\$170,444.50
11/1/2033	\$328,000.00			\$3,854.00	\$3,854.00	
5/1/2034	\$328,000.00	\$162,000.00	2.350%	\$3,854.00	\$165,854.00	\$169,708.00
11/1/2034	\$166,000.00			\$1,950.50	\$1,950.50	
5/1/2035	\$166,000.00	\$166,000.00	2.350%	\$1,950.50	\$167,950.50	\$169,901.00
Totals		\$1,630,000.00		\$238,783.50	\$1,868,783.50	\$1,868,783.50

**Comparison of Non-Ad Valorem Assessment Rates
Fiscal Year 2027 vs. Fiscal Year 2026**

Product	General Fund 001			2017A DS Per Unit			2022-1 DS Per Unit			2022-2 DS Per Unit			Total Assessments per Unit				Units
	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change	
1/3 Acre Lot	\$1,745.82	\$1,660.25	5%	\$976.76	\$976.76	0%	\$358.61	\$358.61	0%	\$0.00	\$0.00	n/a	\$3,081.19	\$2,995.62	\$85.56	3%	7
1/2 Acre Lot	\$1,745.82	\$1,660.25	5%	\$976.76	\$976.76	0%	\$358.61	\$358.61	0%	\$0.00	\$0.00	n/a	\$3,081.19	\$2,995.62	\$85.56	3%	4
65' lot	\$1,745.82	\$1,660.25	5%	\$488.38	\$488.38	0%	\$358.61	\$358.61	0%	\$0.00	\$0.00	n/a	\$2,592.81	\$2,507.24	\$85.56	3%	244
85' lot	\$1,745.82	\$1,660.25	5%	\$586.06	\$586.06	0%	\$358.61	\$358.61	0%	\$0.00	\$0.00	n/a	\$2,690.48	\$2,604.92	\$85.56	3%	162
H - 65' lot	\$1,745.82	\$1,660.25	5%	\$0.00	\$0.00	n/a	\$358.61	\$358.61	0%	\$538.75	\$538.75	0%	\$2,643.17	\$2,557.61	\$85.56	3%	100
I - 65' lot	\$1,745.82	\$1,660.25	5%	\$0.00	\$0.00	n/a	\$358.61	\$358.61	0%	\$538.75	\$538.75	0%	\$2,643.17	\$2,557.61	\$85.56	3%	84
J - 65' lot	\$1,745.82	\$1,660.25	5%	\$0.00	\$0.00	n/a	\$358.61	\$358.61	0%	\$538.75	\$538.75	0%	\$2,643.17	\$2,557.61	\$85.56	3%	150
																	751

ASSESSMENT INCREASE ANALYSIS			
Product	Per Product	Per Unit O&M % Increase	Per Unit O&M \$ Increase
All Units	\$0.00	0%	\$0.00

ASSESSMENT TREND ANALYSIS - GENERAL FUND				
FY 2027	FY 2026	FY 2025	FY 2024	FY 2023
\$1,745.82	\$1,660.25	\$1,607.92	\$1,607.92	\$1,607.92



Property Name	Brighton Lakes CDD	Created Date	4/15/2026
Description	Service Call Fountain 1 Site #1-Pull and diagnose fountain	Expiration Date	5/15/2026
		Quote Number	00016530

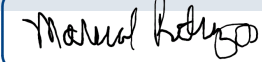
Prepared By Paula Auldrige
 Email paula.auldrige@solitudelake.com

Product	Quantity	Sales Price	Total Price
Labor	4.00	\$150.00	\$600.00
Service Fee	1.00	\$150.00	\$150.00

General Cost Description Does not include Additional Parts, Labor, or Shipping Costs.

Taxes may be applicable Total Price \$750.00

Quote Acceptance Information

Signature 
1A032BCDF869414...
 Name Marcial Rodriguez
 Title Chairman
 Date 4/24/2026

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

The regular meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held on Wednesday, April 8, 2026, at 6:01 p.m. at the Brighton Lakes Clubhouse, 4250 Brighton Lakes Boulevard, Kissimmee, FL 34746.

Present and constituting a quorum were:

- | | |
|-----------------------|---------------------|
| Marcial Rodriguez Jr. | Chairperson |
| John Crary | Vice Chairperson |
| Nadine Singh | Assistant Secretary |
| Mark Peters | Assistant Secretary |
| Michelle Incandela | Assistant Secretary |

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

- | | |
|-------------------------------------|---|
| Michael Perez | District Manager, Inframark |
| Ryan Dugan | District Counsel, Kutak Rock, LLP |
| Pete Glasscock | District Engineer, Hanson, Walter & Assoc. Inc. |
| Sandra MacGregor | District Accountant, Inframark |
| Justin Fisher | Field Inspection Coordinator, Inframark |
| Dennis Hisler | District Agent, CDD Liaison |
| Juan Ramirez | Representative, BladeRunners |
| Lemuel Rivera | President, MagnoSec Corp. |
| Cody Childress | Account Manager, Envera |
| Taber Anderson | Account Manager, Solitude Lake Management |
| Josh Taylor | Representative, Solitude Lake Management |
| Residents and Members of the Public | |

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

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

Mr. Perez called the meeting to order at 6:01 p.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS **Approval of Agenda**

On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in favor, the agenda for April 8, 2026, was approved. (5-0)

THIRD ORDER OF BUSINESS **Audience Comments**

Ms. Marlene addressed the Board and requested an update regarding the basketball court fence. Ms. Marlene also commented that the dog station bags should be of better quality and requested repairs to the tennis courts. Additionally, Ms. Marlene requested that United Land Services provide pricing for leaf pickup services throughout the community.

46 Mr. Crary stated that he was comfortable with the current condition of the leaves within
47 the community and commented that residents should pick up leaves as necessary.

48 **FOURTH ORDER OF BUSINESS** **Staff Reports**

49 **A. District Accountant**

50 **i. Review of Financials**

51 **ii. Acceptance of Check Register**

52 Ms. MacGregor reviewed the financial statements with the Board. Mr. Crary asked
53 several questions regarding the financials and certain invoices included within the reports.
54 Discussion ensued.

55 On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in favor,
56 the financial statements and check register were accepted. (5-0)

57
58 **B. Blade Runners Report**

59 **i. Review of Irrigation Report**

60 Mr. Ramirez reviewed items throughout the District and discussed several enhancement
61 proposals submitted by United Land Services. Mr. Ramirez provided examples of the
62 proposed enhancement work and discussed various maintenance-related items within the
63 community. The Board discussed one of the proposals in detail and requested additional
64 information prior to consideration. The item was tabled and directed to be brought back at the
65 next meeting.

66 On MOTION by Mr. Crary, seconded by Mr. Peters, with all in favor,
67 Proposal No. 224705 in the amount of \$819.66 for removal of an oak tree
68 was approved. (5-0)

69
70 Discussion ensued regarding Proposal No. 224721. The Board directed staff to revise the
71 proposal.

72 On MOTION by Mr. Peters, seconded by Mr. Crary, with all in favor,
73 Proposal No. 224721 was approved as amended to include 85 Ixora plants,
74 adjusted plant sizing, and a not-to-exceed amount of \$2,500. (5-0)

75
76 The Board also discussed dead turf located near the school bus stop area caused by vehicles
77 parking on the grass. Discussion ensued regarding the District’s parking policy and potential
78 enforcement options.

79 **C. District Engineer**

80 Mr. Glasscock presented various map options for the Board’s consideration for placement
81 on the walls within the clubhouse. Discussion ensued regarding the proposed layouts and
82 display options.

83 Mr. Glasscock also presented Proposal No. 7235 from Mainline Site Development.

84 On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in favor,
85 Proposal No. 7235 from Mainline Site Development in the amount of
86 \$21,380.00 for storm pipe repairs was approved, and authorization was
87 delegated to the Chairperson for approval of any necessary change orders.
88 (5-0)

89
90 Mr. Glasscock informed the Board that the annual inspection of the District would be
91 performed the following week.

92 Mr. Crary expressed concerns regarding the appearance of repairs completed at 2575
93 Chapala Drive and commented that the work appeared unsatisfactory. Mr. Glasscock stated
94 that he would coordinate with a contractor to inspect the repairs and report back to the Board.

95 Mr. Crary also requested an update regarding Ham Brown and discussed matters relating
96 to a shared swale area.

97 **G. Solitude Lake Management Report**

98 Mr. Anderson and Mr. Taylor reviewed the status of the ponds throughout the District
99 and provided updates regarding ongoing lake maintenance activities.

100 Mr. Anderson reported that the fountain located at Heron Pond was not functioning
101 properly, although the lights remained operational. He stated that Solitude Lake Management
102 would provide a proposal for replacement of the fountain.

103 **F. Envera Report**

104 Mr. Childress provided an update regarding Envera system operations within the District.
105 He stated that the only remaining outstanding item was the replacement of the gate arms. The
106 Board discussed the matter and determined that replacement was not necessary at this time.
107 The item was tabled.

108 Mr. Childress also discussed issues relating to the left main exit camera intermittently going
109 offline.

110 **D. Field Inspection Report**

111 Mr. Fisher reviewed items completed throughout the District and provided updates
112 regarding ongoing maintenance matters. Mr. Fisher discussed repairs needed at the guard
113 house, including the HVAC unit, sink, toilet, vanity, and general cleaning improvements. Mr.
114 Fisher also reviewed items that remain outstanding.

115 The Board discussed sidewalk cleaning throughout the community and expressed a
116 preference for spot cleaning specific areas rather than cleaning the entire community.

117 The Board discussed having maps printed and mounted within the clubhouse. Mr. Perez
118 stated that he would obtain a sample canvas print and bring it to a future meeting for the
119 Board’s review.

120 Additional discussion ensued regarding several items included within the field inspection
121 report, including ordering a replacement light from Home Depot, addressing sidewalk lifting
122 and root removal, obtaining a sign report from Mr. Goldberg, replacing the storage lock,
123 cleaning out the storage room, and repairs to the basketball court gate lock.

124 Mr. Fisher discussed a needed pool pipe repair and exploratory services.

125 **E. MagnoSec**

126 Mr. Perez discussed a photo submitted and requested clarification regarding whether the
127 attire shown in the photo was appropriate.

128 **H. CDD Liaison Report**

129 Mr. Hisler discussed the need for a first aid kit, issues with a non-functioning fountain,
130 and a plastic gutter located around the guard shack.

131 **I. District Counsel**

132 Mr. Dugan stated that he had no new updates for the Board. Discussion ensued regarding
133 the previous towing agreement versus the trespass agreement.

134 Mr. Crary also discussed a fence located at 3621 Kariba Court that may be encroaching
135 onto CDD property. Mr. Perez was directed to coordinate with the HOA and work with
136 District Counsel regarding the matter.

137 **J. District Manager**

138 The Board discussed the MOR Sports proposal related to the courts. Following
139 discussion, the item was tabled.

140 The Board also discussed the volleyball area within the community.

141 Mr. Perez discussed the proposed budget and informed the Board that the budget would
142 be presented at the next meeting.

143 **FIFTH ORDER OF BUSINESS** **Business Administration Items**

144 **A. Consideration of Minutes from the Meeting held March 11, 2026**

145 Mr. Crary requested that additional details be added regarding approved proposals.
146

147

On MOTION by Mr. Crary, seconded by Ms. Incandela, with all in favor, 148 Minutes from the Meeting held March 11, 2026, were approved. (5-0)

149
150 **SIXTH ORDER OF BUSINESS** **Supervisor Requests**

151 There being none, the next order of business followed.

152 **SEVENTH ORDER OF BUSINESS** **Adjournment**

153

Brighton Lakes CDD
April 8, 2026

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155
156
157
158
159

On MOTION by Mr. Peters, seconded by Mr. Rodriguez, with all in favor,
the meeting was adjourned. (5-0)

Assistant Secretary

Chair/Vice Chair