## **Beacon Lakes Community Development District**

**January 7, 2020** 

Agenda Package

#### **Beacon Lakes Community Development District**

#### **Inframark, Infrastructure Management Services**

210 N. University Drive • Suite 702 • Coral Springs, Florida 33071 Telephone: (954) 603-0033 • Fax: (954) 345-1292

December 27, 2019

Board of Supervisors Beacon Lakes Community Development District

Dear Board Members:

The landowners meeting and regular meeting of the Board of Supervisors of the Beacon Lakes Community Development District will be held Tuesday, January 7, 2020 at 9:00 a.m. at 12400 NW 22<sup>nd</sup> Street, Miami, Florida. Following is the advance agenda for the meeting:

- 1. Call to Order
- 2. Approval of Agenda
- 3. Manager's Report
  - A. Approval of the Minutes of the November 5, 2019 Meeting
  - B. Acceptance of Financial Report dated November 2019
  - C. ADA Website Compliance Proposals
- 4. Ratification of Railroad Crossing Gate Repair Proposal
- 5. Exterior Signage Request
  - A. DSV/Panalpina 123430 NW 25<sup>th</sup> Street
  - B. Ejary/Ocasa 13150 NW 25th Street
  - C. 4Wall Entertainment 12250 NW 25th
- 6. Engineer's Report
- 7. Attorney's Report
- 8. Public Comments
- 9. Supervisor Requests
- 10. Adjournment

All supporting documentation is enclosed or will be distributed at the meeting. The balance of the agenda is routine in nature. If you have any questions, please give me a call.

Sincerely,

Ken Cassel

Kenneth Cassel/ab District Manager

## **Third Order of Business**

3A.

## MINUTES OF MEETING BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Beacon Lakes Community Development District was held on Tuesday, November 5, 2019 at 9:00 a.m. at 12400 N.W. 22<sup>nd</sup> Street, Miami, Florida.

Present and constituting a quorum were:

Scott Gregory Chairman

Maricela Rodriguez Vice-Chairman

Denver Glazier Assistant Secretary

Barbara Mantecon Assistant Secretary

Eva Arbelo Assistant Secretary

Also present were:

Kenneth Cassel District Manager Michael Pawelczyk District Counsel

#### **FIRST ORDER OF BUSINESS**

#### Roll Call

• Mr. Cassel called the meeting to order at 9:05 a.m. and called the roll. A quorum was established.

#### **SECOND ORDER OF BUSINESS**

#### **Approval of Agenda**

 Mr. Cassel asked if there were any corrections, deletion or changes to the agenda as presented.

On MOTION by Ms. Mantecon seconded by Mr. Glazier with all in favor the agenda was approved as presented.

#### THIRD ORDER OF BUSINESS

Consideration of Resolution 2020-1, Restating the Terms and Seats of the Board of Supervisors

 Mr. Cassel stated upon reviewing the landowners' election it was noted they had gotten off sequence and this resolution will help get them back on schedule. Seats 1,2,3 expire November 2019, seats 4 and 5 expire in 2021.

- Seat 1 is currently held by Karley Megrew, Seat 2 held by Eva Arbelo and Seat 3 held by Scott Gregory.
- The Board will recess this meeting and open the landowner's meeting for the election at which time they will come back and certify the results of the landowner's election then reconvene the Board meeting.

On MOTION by Mr. Glazier seconded by Ms. Arbelo with all in favor Resolution 2020-01, restating the terms and seats of the Board of Supervisors was adopted.

#### **FOURTH ORDER OF BUSINESS**

#### **Regular Meeting Recessed**

On MOTION by Mr. Gregory seconded by Mr. Glazier with all in favor the board meeting was recessed.

• The landowner's meeting commenced.

#### FIFTH ORDER OF BUSINESS

## Election of a Chairman for the purpose of conduction the landowners meeting

- Mr. Cassel asked for a temporary Chair for the Landowner's to run the meeting at which time when the election is over this appointment expires. The attorney stated the District Manager can be Chair.
- They will determine the number of proxies represented today and the three seats are up for election.
- Mr. Gregory was asked the number of proxies he had. Mr. Gregory is representing
   17 acres which will be 17 votes potentially cast for the three seats.
- The three seats up are Mr. Gregory, the one currently held by Ms. Megrew and Ms.
   Arbelo's seat.
- This item is the nomination for the individuals to fill those positions. Mr. Cassel asked if there were candidates or was there a motion from the floor to name the candidates the Board would prefer.

- The votes have been cast for seat 1 which is Mr. Gregory with 17 votes, Maricela Rodriguez with 17 votes both of those will be four-year seats and Eva Arbelo has 15 votes which will be a 2-year seat.
- Mr. Cassel asked if there was any additional business to come before the Board.
   There being none,

On MOTION by Ms. Mantecon seconded by Mr. Glazier with all in favor the landowners meeting was adjourned.

• On Board consensus, the regular meeting resumed.

#### SIXTH ORDER OF BUSINESS

#### **Organizational Matters**

#### A. Oath of Office

Mr. Cassel being a Notary of the State of Florida, administered the Oath of Office to
 Mr. Scott Gregory, Ms. Maricela Rodriguez and Ms. Eva Arbelo.

#### B. Acceptance of the Resignation of Karley Megrew

 Mr. Pawelczyk stated for the record that the Board acknowledges the resignation of Karley Megrew from the Board. He stated no motion was required as the seat became available as the term expired November 2019.

## C. Consideration of Resolution 2020-02 Canvassing and Certifying the Results of the Landowners Election

 Mr. Cassel stated this resolution is canvassing and certifying the results of the landowner's election for seat 1 with 17 votes for Mr. Gregory, Maricela Rodriguez with 17 votes and Eva Arbelo with 15 votes.

On MOTION by Ms. Mantecon seconded by Mr. Gregory with all in favor Resolution 2020-02, canvassing and certifying the results of the landowner's election was adopted.

#### D. Consideration of Resolution 2020-03, Designation of Officers

 Mr. Gregory nominated Maricela Rodriguez as Vice-Chairman replacing Karley Megrew.  Mr. Pawelczyk indicated the purpose of the resolution is to ensure documents get signed. If Mr. Gregory is not available, then it can go to Ms. Rodriguez as the Vice-Chair.

On MOTION by Ms. Mantecon seconded by Mr. Gregory with all in favor Resolution 2020-03, designating the officers with Mr. Gregory as the Chair, Ms. Rodriguez as the Vice-Chair, Ms. Mantecon, Mr. Glazier and Ms. Arbelo as Assistant Secretaries, Mr. Cassel as Secretary, Mr. Bloom as Treasurer and Mr. Baldwin as Assistant Treasurer was adopted.

#### **SEVENTH OF ORDER OF BUSINESS**

#### Manager's Report

- A. Approval of the Minutes of July 9, 2019
- B. Approval of the Minutes of August 6, 2019
  - Mr. Cassel asked if they were any corrections, deletions or changes to the minutes.
     There being none,

On MOTION by Mr. Gregory seconded by Ms. Rodriguez with all in favor the minutes of July 9, 2019 and August 6, 2019 were approved as presented.

#### C. Acceptance of Financial Report dated September 30, 2019

- The Board reviewed the financial report. Discussion ensued regarding the report since it was the end of year financial report.
- Mr. Cassel discussed some of the invoices from Prologis had not been processed and had not been sent to District. They got caught up, but these invoices will not show in the financial report until the new year.

On MOTION by Mr. Gregory seconded by Mr. Glazier with all in favor financial report dated September 30, 2019 was accepted.

#### D. Motion to Assign Fund Balance as of September 30, 2019

- Mr. Cassel explained the motion to assign fund balance as of September 30, 2019 is the combination of the operating reserve \$180,859 and the capital reserve irrigation \$72,277.
- Mr. Glazier questioned whether these are funds that were not spent, and Mr. Cassel confirmed it was, but these funds would have to be allocated to next year's budget.

On MOTION by Mr. Gregory seconded by Mr. Glazier with all in favor motion to assign fund balance as of September 30, 2019 was approved.

#### E. Acceptance of the FY2019 Audit Engagement Letter

 Mr. Cassel reviewed the FY2019 audit engagement letter from Berger, Toombs, Elam, Gaines and Frank to do the financial audit for the year. The cost last year was \$5,000 so this year would be an amount not to exceed \$5,000.

On MOTION by Mr. Glazier seconded by Ms. Mantecon with all in favor the FY2019 audit engagement letter from Berger, Toombs, Elam, Gaines and Frank in the amount not to exceed \$5,000 was approved.

#### **EIGHTH ORDER OF BUSINESS**

#### **Railroad Crossing Signal Agreement**

#### A. First Amendment to Service Agreement – Crossing Signal Maintenance and Inspections

- Mr. Cassel indicated this item was sent in by Ms. Megrew. It is the first amendment
  to the service agreement for the crossing signal maintenance and inspection at an
  annual cost of \$18,552 which is a monthly invoice of \$1,546 and covers two signals.
- The first amendment adjusts the services and recognizes Prologis Management is not an Inc. but an LLC. The notice section was corrected to correct the address. Also, to recognize that American Track Generations LLC is now the vendor who was formerly known as CJ Bridges. This is the only purpose of the amendment.

On MOTION by Mr. Gregory seconded by Ms. Arbelo with all in favor authorize the first amendment of the service agreement, crossing signal maintenance and inspections with American Track Generations LLC formely known as CJ Bridges was approved.

#### **NINTH ORDER OF BUSINESS**

#### **Landscaping Contract, Expansion Area**

- The landscaping contract for the expansion area from Superior Landscaping is for the option of right-of-way between SW 117<sup>th</sup> Place, 25<sup>th</sup> to 12<sup>th</sup> Street.
- Mr. Alvarez stated this covers the entire area for the expansion area including the two green tracks.
- Mr. Alvarez noted the following proposal corrections on page 84 in the agenda package under Job Section of the proposal.
  - o 117<sup>th</sup> Place not 177<sup>th</sup> Place
  - o NW 22<sup>nd</sup> Avenue should be NW 21<sup>st</sup> Avenue
- Mr. Pawelczyk stated the intent of this contract is that they have a landscape maintenance agreement which has been put together for the existing boundaries. If they approve this proposal, it will use the same form of agreement which is currently in the original district boundary for this contract. Superior may be doing work out there already, but the intent is to get them onboard as soon as possible. There may be a time in the future instead of having two different contractors they may want to have one contractor, but if they do that because of the size of the contract they would have to publicly bid.
- From a time standpoint, it made sense to get someone in there now and it is a good trial to see how Superior does versus the current vendor. If the District choses to, they can bid it out or can leave it split and use one against the other to see who is doing the performance as well as pricing.
- Mr. Alvarez was asked if a map was done showing where the boundaries are as it relates to landscaping responsibilities. Mr. Alvarez indicated it was before, but another can be prepared for this purpose.

 Discussion ensued regarding the signage. The signage if it is CDD should be directional. Discussion ensued that there may be an agreement in place as it relates to signage.

On MOTION by Mr. Glazier seconded by Ms. Mantecon with all in favor authorize execution of the preparation and execution of the landscaping agreement with Superior for the parcel A expansion area landscape maintenance services in the amount of \$65,335 was approved.

#### **TENTH ORDER OF BUSINESS**

### First Amendment to Service Agreement - Landscape Maintenance

 This was the Districts alternative to hiring Superior, to hire Greenscape for four months to clear the parcel A area expansion area. Ms. Megrew's recommendation was for them to go with Superior in the parcel.

#### **ELEVENTH ORDER OF BUSINESS**

### Acquisition Agreement Expansion Area and Offsite Road

• This agreement has already been executed and approved by the Board.

#### TWELFTH ORDER OF BUSINESS

#### **Mitigation Monitoring Agreements**

#### A. First Amendment to Service Agreement – Mitigation Area Maintenance

- The District entered into a service agreement with Greensleeve in January 2018 and they maintain mitigation areas throughout the District and there is an additional service proposal for \$21,820.
- Mr. Alvarez stated this is mainly for additional work that South Florida Water
  Management District demanded to be done. Some extra planting needs to be done
  right away in order to meet the agreement they have with South Florida. He thinks
  this proposal was reviewed before and okayed by all the parties and is just a
  formality and getting the signature.
- Mr. Alvarez continued to state all the environmental areas are outside of the monitoring and no longer require to be monitored but need to be maintained. The one environmental area that is still under monitoring is mitigation area three which is the one adjacent to 137<sup>th</sup> Avenue. Those driveways that cut through the

mitigation area number three in order to get to the new developments vary a little bit so in some cases the driveways took a portion of the mitigation area and had to be made up somewhere else, so it is shifting things.

The new criteria is that they need to be taken down to zero percent and let it grow
up to five percent during the period until the next monitoring.

On MOTION by Mr. Gregory seconded by Ms. Arbelo with all in favor the first amendment to service agreement of the mitigation area maintenance with Greensleeves was approved.

#### B. Second Amendment and Extension to Service Agreement

• This agreement was approved at the June meeting.

#### C. Third Amendment and Extension to Service Agreement, Mitigation Monitoring

- This agreement is to add the 2020 services proposal which is attached as exhibit A
  and it is in an amount not to exceed \$12,500 for the year. The term has been
  extended for an additional year until December 31, 2020.
- Mr. Alvarez stated he has one signed by Kleinfelder but not by the CDD.

On MOTION by Mr. Gregory seconded by Ms. Mantecon with all in favor the third amendment and extension to service agreement for mitigation monitoring with Kleinfelder was approved.

#### THIRTEENTH ORDER OF BUSINESS

### First Amendment to Service Agreement – Porter Services

- The District currently has an agreement with Facilities Pro Sweep Inc which they
  entered January 2018. This first amendment expands the services to add the
  expansion area under the same terms and conditions. They will provide the same
  services within the expansion area.
- The proposal is for \$2,130 a month for the expansion area. Discussion ensued that a map needs to be included as an exhibit for this and for the agreement purposes the proposal needs to be corrected as the roadway in the scope of services is incorrect.

On MOTION by Mr. Gregory seconded by Mr. Glazier with all in favor the first amendment to service agreement for porter services subject to correcting the roads as referenced in the proposal attached to the first amendment was approved.

#### **FOURTEENTH ORDER OF BUSINESS**

### Spending Authority – Maintenance CDD Improvements, Resolution 2020-04

- The resolution 2020-04 authorizing the spending resolution. This is the resolution that would replace Ms. Karley Megrew. This resolution was approved a while ago for Ms. Megrew to work with Mr. Cassel along with Mr. Alvarez and Mr. Pawelczyk office to make sure that business does not stop in between meetings. This resolution can be adopted subject to including Ms. Rodriguez's name as appropriate.
- The intent was to make sure they have the money to do it. If it is not budgeted, then Ms. Rodriguez would reach out to Mr. Cassel who will indicate whether there are funds available for the project at hand.

On MOTION by Mr. Gregory seconded by Ms. Arbelo with all in favor resolution 2020-04 the spending authority resolution inserting the name of Maricela Rodriguez as the Supervisor authorized to take action under this resolution was adopted.

#### FIFTEENTH ORDER OF BUSINESS

#### **SFWMD Notice of Noncompliance**

• The document is attached for informational purposes only.

#### SIXTEENTH ORDER OF BUSINESS

#### Kleinfelder – Beacon Lakes SFWMD NC Letter Call

• Item has been taken care of in the Kleinfelder expansion issue.

#### SEVENTEENTH ORDER OF BUSINESS Engineer's Report

Mr. Alvarez felt it was time for the CDD to acquire all the improvements in the
expansion area. The improvement is included in the acquisition agreement for this
area and offsite roads. He has prepared an absolute bill of sale for that as well as an
affidavit. In a sense the CDD is acquiring all the road, all the drainage, landscaping,
irrigation and lighting in the offset roads.

- Mr. Alvarez has provided copies to Mr. Pawelczyk and Mr. Cassel. The developer has
  provided documentation to show they have spent at least \$5,640,000 which exceeds
  the \$2,600,000 which the CDD has in the construction account. They could exhaust
  those funds completely unless they would like to leave some funds for other
  projects.
- The things that still need to be done:
  - Need to transfer ring parcels in the expansion area
  - A drainage easement to be done in the undeveloped area just west of the parking.
- Tracts A and C, the developer is not really selling those tracts to the CDD they are just transferring them. There are some fees that are normally paid.
- Further discussion ensued regarding this matter.

**EIGHTEENTH ORDER OF BUSINESS** 

• On Board consensus for Mr. Alvarez to hold back \$25,000 to pay for expenses and disburse that pursuant to a subsequent requisition if there is any money left over.

Attorney's Report

• None.	, .
NINTEENTH ORDER OF BUSINESS  None.	Public Comments
TWENTIETH ORDER OF BUSINESS  • None.	Supervisor Request
TWENTY-FIRST ORDER OF BUSINESS There being no further business,	Adjournment
On MOTION by Ms. Manteco with all in favor the meeting ad	•
Kenneth Cassel, Secretary	Chairperson/Vice Chairperson

**3B.** 



#### **MEMORANDUM**

**TO:** Board of Supervisors

FROM: Sergio Inguanzo, District Accountant

CC: Ken Cassel, District Manager

**DATE:** January 7, 2020

**SUBJECT:** November 2019 Financial Report

Please find enclosed the November 2019 financials for Beacon Lakes CDD. To assist with your review, below is some information on each of the District's major funds. Should you have any other questions or require additional information, please do not hesitate to contact me at Sergio.Inguanzo@inframark.com.

#### **Finance Report**

#### **General Fund**

- Total expenditures through November were approximately 15% of the annual budget with the following notes for the fiscal year:
  - Insurance General Liability, Vehicle, and Public Officials Public Risk Insurance Agency FY 2020
  - o Legal Advertising Notice of Landowners' Meeting
  - o Misc-Property Taxes Miami-Dade County Tax Collector, 2019 property taxes
  - o Misc-Contingency godaddy.com
  - Contracts-Canal Maint/Cleaning Superior Landscape, will line up in December with budget
  - o Contracts-Railroad Crossing railroad crossing maintenance to-date
  - o Electricity General year-to-date FPL
  - o R&M-Railroad Crossing American Track Generations LLC, railroad crossing repairs

## Beacon Lakes Community Development District

Financial Report
November 30, 2019



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Payment Register by Bank Account

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## Beacon Lakes Community Development District

Financial Statements
(Unaudited)

November 30, 2019

#### Balance Sheet

November 30, 2019

ACCOUNT DESCRIPTION	G	ENERAL FUND	I Se	IES 2003 DEBT ERVICE FUND	SE	IES 2007 DEBT RVICE FUND	SERIES 2007 CAPITAL PROJECTS FUND	TOTAL
ASSETS								
Cash - Checking Account	\$	44,081	\$	-	\$	-	\$ -	\$ 44,081
Accounts Receivable		3,221		-		-	-	3,221
Due From Developer		(40,000)		-		-	-	(40,000)
Due From Other Funds		40,768		2,146		-	-	42,914
Investments:								
Certificates of Deposit - 15 Months		190,654		-		-	-	190,654
Money Market Account		671,186		-		-	-	671,186
Acquisition Fund		-		-		-	2,609,972	2,609,972
Reserve Fund B		-		-		9,219	-	9,219
Revenue Fund		-		-		2	-	2
TOTAL ASSETS	\$	909,910	\$	2,146	\$	9,221	\$ 2,609,972	\$ 3,531,249
<u>LIABILITIES</u> Accounts Payable	\$	10,122	\$	<del>-</del>	\$	-	\$ -	\$ 10,122
Accrued Expenses		9,248		-		-	-	9,248
Due To Other Funds		-		-		2,914	-	2,914
TOTAL LIABILITIES		19,370				2,914	-	22,284
FUND BALANCES								
Restricted for:								
Debt Service		-		2,146		6,307	-	8,453
Capital Projects		-		-		-	2,609,972	2,609,972
Assigned to:								
Operating Reserves		180,854		-		=	=	180,854
Reserves - Irrigation System		72,277		-		-	-	72,277
Unassigned:		637,409		-		-	-	637,409
TOTAL FUND BALANCES	\$	890,540	\$	2,146	\$	6,307	\$ 2,609,972	\$ 3,508,965
TOTAL LIABILITIES & FUND BALANCES	\$	909,910	\$	2,146	\$	9,221	\$ 2,609,972	\$ 3,531,249

**BEACON LAKES** 

## Statement of Revenues, Expenditures and Changes in Fund Balances For the Period Ending November 30, 2019

ACCOUNT DESCRIPTION	ADOPT	ANNUAL ADOPTED BUDGET		R TO DATE	YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES										
Interest - Investments	\$	7,000	\$	1,166	\$	1,625	\$	459	23.21%	
Special Assmnts- Tax Collector	·	9,943	Ť	451,357	,	7,919	·	(443,438)	1.04%	
Special Assmnts- Discounts	(3	0,398)		(18,055)		(345)		17,710	1.13%	
TOTAL REVENUES	73	6,545		434,468		9,199		(425,269)	1.25%	
<u>EXPENDITURES</u>										
<u>Administration</u>										
ProfServ-Dissemination Agent		1,500		_		-		-	0.00%	
ProfServ-Engineering	2	3,000		3,833		2,898		935	12.60%	
ProfServ-Legal Services	2	7,485		4,581		1,815		2,766	6.60%	
ProfServ-Mgmt Consulting Serv	5	8,038		9,673		9,673		-	16.67%	
ProfServ-Special Assessment		9,107		-		-		-	0.00%	
Auditing Services		5,200		-		-		-	0.00%	
Postage and Freight		600		100		84		16	14.00%	
Insurance - General Liability	1	3,836		13,836		4,500		9,336	32.52%	
Insurance - Vehicle		-		-		500		(500)	0.00%	
Public Officials Insurance		-		-		6,286		(6,286)	0.00%	
Printing and Binding		1,800		300		290		10	16.11%	
Legal Advertising		500		430		429		1	85.80%	
Misc-Admin Fee (%)		3,734		3,734		-		3,734	0.00%	
Misc-Property Taxes		1,304		1,304		5,828		(4,524)	446.93%	
Misc-Assessmnt Collection Cost		7,599		4,514		79		4,435	1.04%	
Misc-Contingency		250		100		58		42	23.20%	
Misc-Web Hosting	1	5,000		250		250		-	1.67%	
Office Supplies		325		54		44		10	13.54%	
Annual District Filing Fee		175		175		175		-	100.00%	
Total Administration	16	9,453		42,884		32,909		9,975	19.42%	
<u>Field</u>										
ProfServ-Field Management	4	8,000		8,000		8,000		-	16.67%	
Contracts-Janitorial Services	5	1,660		8,610		8,610		-	16.67%	
Contracts-Other Services		1,701		-		-		-	0.00%	
Contracts-Water Analysis	1	9,300		-		-		-	0.00%	
Contracts-Wetland Mitigation	3	1,235		5,206		5,206		-	16.67%	
Contracts-Landscape	19	1,652		31,942		31,942		-	16.67%	
Contracts-Canal Maint/Cleaning	3	9,255		6,543		8,204		(1,661)	20.90%	
Contracts-Railroad Crossing	1	8,552		3,092		4,638		(1,546)	25.00%	
Electricity - General	1	0,000		1,667		1,905		(238)	19.05%	
R&M-General	1:	2,000		2,000		687		1,313	5.73%	
R&M-Canals		5,667		945		-		945	0.00%	

## Statement of Revenues, Expenditures and Changes in Fund Balances For the Period Ending November 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
R&M-Fertilizer	6,000	-	-	-	0.00%
R&M-Grounds	18,800	3,133	2,400	733	12.77%
R&M-Irrigation	30,000	5,000	1,532	3,468	5.11%
R&M-Mulch	25,000	-	-	-	0.00%
R&M-Trees and Trimming	30,000	5,000	-	5,000	0.00%
R&M-Mitigation	13,000	2,167	-	2,167	0.00%
R&M-Railroad Crossing	100	100	2,014	(1,914)	2014.00%
Misc-Hurricane Expense	11,000	-	-	-	0.00%
Total Field	562,922	83,405	75,138	8,267	13.35%
TOTAL EXPENDITURES	732,375	126,289	108,047	18,242	14.75%
Excess (deficiency) of revenues					
Over (under) expenditures	4,170	308,179	(98,848)	(407,027)	n/a
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	4,170	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	4,170	-	-	-	0.00%
Net change in fund balance	\$ 4,170	\$ 308,179	\$ (98,848)	\$ (407,027)	n/a
Net change in fullu balance	Ψ 4,170	ψ 300,179	ψ (90,040)	ψ (407,027)	II/a
FUND BALANCE, BEGINNING (OCT 1, 2019)	989,388	989,388	989,388		
FUND BALANCE, ENDING	\$ 993,558	\$ 1,297,567	\$ 890,540		

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES									
Interest - Investments	\$	-	\$	-	\$	-	\$ -	0.00%	
Special Assmnts- Tax Collector		217,556		124,007	2,26	7	(121,740)	1.04%	
Special Assmnts- Discounts		(8,702)		(4,960)	(9	9)	4,861	1.14%	
TOTAL REVENUES		208,854		119,047	2,16	8	(116,879)	1.04%	
<u>EXPENDITURES</u>									
<u>Administration</u>									
Misc-Assessmnt Collection Cost		2,176		1,240	2	3	1,217	1.06%	
Total Administration		2,176		1,240	2	3	1,217	1.06%	
<u>Debt Service</u>									
Debt Retirement - Other		206,678		-				0.00%	
Total Debt Service		206,678		-		<u>-</u>		0.00%	
TOTAL EXPENDITURES		208,854		1,240		3	1,217	0.01%	
TOTAL EXPENDITURES		200,054		1,240		<u>ა</u>	1,217	0.01%	
Excess (deficiency) of revenues									
Over (under) expenditures				117,807	2,14	5	(115,662)	0.00%	
Net change in fund balance	\$	-	\$	117,807	\$ 2,14	5	\$ (115,662)	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2019)		1		(2,883)		1			
FUND BALANCE, ENDING	\$	1	\$	114,924	\$ 2,14	6			

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2019

ACCOUNT DESCRIPTION	Α	ANNUAL ADOPTED BUDGET		YEAR TO DATE BUDGET		R TO DATE	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES									
Interest - Investments	\$	-	\$	-	\$	22	\$ 22	0.00%	
Special Assmnts- Tax Collector		96,718		55,129		1,008	(54,121)	1.04%	
Special Assmnts- Discounts		(3,869)		(2,205)		(44)	2,161	1.14%	
TOTAL REVENUES		92,849		52,924		986	(51,938)	1.06%	
<u>EXPENDITURES</u>									
<u>Administration</u>									
ProfServ-Trustee Fees		8,742		5,700		5,609	91	64.16%	
Misc-Assessmnt Collection Cost		967		551		10	541	1.03%	
Total Administration		9,709		6,251		5,619	632	57.87%	
Debt Service									
Debt Retirement Series B		5,000		-		-	-	0.00%	
Debt Retirement - Other		70,390		-		-	-	0.00%	
Interest Expense Series B		7,750		3,875		3,875		50.00%	
Total Debt Service		83,140		3,875		3,875		4.66%	
TOTAL EXPENDITURES		92,849		10,126		9,494	632	10.23%	
Excess (deficiency) of revenues									
Over (under) expenditures				42,798		(8,508)	(51,306)	0.00%	
OTHER FINANCING SOURCES (USES)									
Operating Transfers-Out		-		-		(21)	(21)	0.00%	
TOTAL FINANCING SOURCES (USES)		-		-		(21)	(21)	0.00%	
Net change in fund balance	\$		\$	42,798	\$	(8,529)	\$ (51,327)	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2019)		14,836		14,836		14,836			
FUND BALANCE, ENDING	\$	14,836	\$	57,634	\$	6,307			

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2019

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET		DATE ET	YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
<u>REVENUES</u>									
Interest - Investments	\$	-	\$	-	\$	6,001	\$ 6,001	0.00%	
TOTAL REVENUES		-		-		6,001	6,001	0.00%	
<u>EXPENDITURES</u>									
Construction In Progress									
Construction in Progress B		_		-		578	(578)	0.00%	
Total Construction In Progress		-		-		578	(578)	0.00%	
TOTAL EXPENDITURES		-		-		578	(578)	0.00%	
Excess (deficiency) of revenues									
Over (under) expenditures						5,423	5,423	0.00%	
OTHER FINANCING SOURCES (USES)									
Interfund Transfer - In		-		-		21	21	0.00%	
TOTAL FINANCING SOURCES (USES)		-		-		21	21	0.00%	
Net change in fund balance	\$		\$		\$	5,444	\$ 5,444	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2019)		-		-	:	2,604,528			
FUND BALANCE, ENDING	\$		\$	<u> </u>	\$	2,609,972			

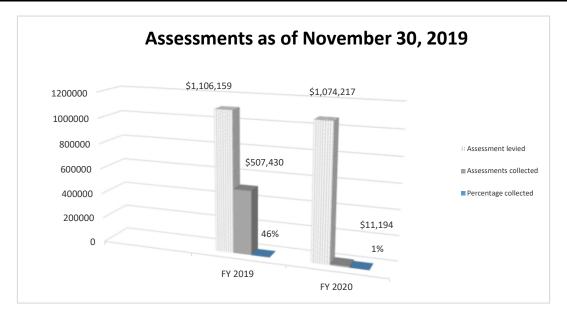
## Beacon Lakes Community Development District

Supporting Schedules

November 30, 2019

#### Non-Ad Valorem Special Assessments (Miami-Dade County - Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2020

								ALL	OC.	ATION BY FU	IND	
				iscount /			Gross			2003		2007
Date	Ne	t Amount	(F	Penalties)	С	ollection	Amount	General	D	ebt Service	D	ebt Service
Received	R	eceived		Amount		Costs	Received	Fund		Fund		Fund
Assessments Le	vied						\$ 1,074,217 100%	\$ 759,943 70.74%	\$	217,556 20.25%	\$	96,718 9.00%
11/22/19	\$	10,595	\$	487	\$	112	\$ 11,194	\$ 7,919	\$	2,267	\$	1,008
TOTAL	\$	10,595	\$	487	\$	112	\$ 11,194	\$ 7,919	\$	2,267	\$	1,008
% COLLECTED							1.0%	1.0%		1.0%		1.0%
TOTAL OUTST	ANDIN	1G					\$ 1,063,023	\$ 752,024	\$	215,289	\$	95,710



Report Date: 12/18/2019

#### Cash & Investment Report November 30, 2019

	ACCOUNT NAME	BANK NAME	YIELD	BALANCE
OF	PERATING FUND			
	Operating - Super Checking Non-Profit Account	CenterState	0.00% \$	44,081
			Subtotal	44,081
	Certificate of Deposit-365 Days 1/11/20 maturity	CenterState	1.00%	190,654 (1)
	Public Funds Money Market Account	BankUnited	1.35%	671,186
			Subtotal	861,841
DE	EBT SERVICE AND CAPITAL PROJECT FUNDS			
	Series 2007B Acquisition & Construction Acct	U.S. Bank	1.30%	2,609,972
	Series 2007B Reserve Account	U.S. Bank	1.30%	9,219
	Series 2007B Revenue Acct	U.S. Bank	1.30%	2
			Subtotal	2,619,193 (2)
			Total \$	3,525,115

NOTE 1 - MIAMI-DADE COUNTY LETTER OF CREDIT REQUIREMENT. NOT NEEDED AFTER MATURITY DATE. NOTE 2 - U.S. BANK OPEN ENDED MONTHLY COMMERCIAL PAPER MANUAL SWEEP.

Report Date: 12/20/2019

#### **Beacon Lakes CDD**

Bank Reconciliation

**Bank Account No.** 5106 CenterState Bank GF

 Statement No.
 11-19

 Statement Date
 11/30/2019

te 153,893.95	Statement Balance	44,081.24	G/L Balance (LCY)
s 0.00	Outstanding Deposits	44,081.24	G/L Balance
	-	0.00	Positive Adjustments
al 153,893.95	Subtotal		=
s 109,812.71	Outstanding Checks	44,081.24	Subtotal
s 0.00	Differences	0.00	Negative Adjustments
	_		=
e 44.081.24	Ending Balance	44.081.24	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
2/19/2019	Payment	2764	DEA SOUTH FL LLC	45,895.34	0.00	45,895.34
2/19/2019	Payment	2765	DEA SOUTH FL LLC	3,215.63	0.00	3,215.63
10/29/2019	Payment	2880	GREENSCAPE LANDSCAPE MAINT CORP	2,400.00	0.00	2,400.00
10/31/2019	Payment	2882	GREENSCAPE LANDSCAPE MAINT CORP	303.06	0.00	303.06
11/8/2019	Payment	2885	GREENSCAPE LANDSCAPE MAINT CORP	15,971.00	0.00	15,971.00
11/20/2019	Payment	2893	GREENSCAPE LANDSCAPE MAINT CORP	14,607.57	0.00	14,607.57
11/26/2019	Payment	2894	ALVAREZ ENGINEERS,INC.	2,897.50	0.00	2,897.50
11/26/2019	Payment	2895	AMERICAN TRACK GENERATIONS LLC	5,106.00	0.00	5,106.00
11/26/2019	Payment	2896	GREENSLEEVES, INC	2,602.95	0.00	2,602.95
11/26/2019	Payment	2897	SUPERIOR LANDSCAPING	8,203.66	0.00	8,203.66
11/26/2019	Payment	2898	USA SWEEPING INC	8,610.00	0.00	8,610.00
Tota	al Outstanding	ı Checks		109,812.71		109,812.71

#### Series 2007 Special Assessment Bonds

Opening Balance in Construction Account 8/20/2007		\$ 22,835,770
Source of Funds: Interest Earned		864,303
Transfer from Series 2003 Redemption Fund 08/20/07		142,159
Developer construction reimbursement to CDD	10/10/2008	53,369
Mitigation Credit fr Codina Development	8/27/2009	233,750
Transfer to Series 2007A (FPL Broker Commission)	8/27/2013	(142,159)
CSX material credit	9/4/2014	731
Transfer from 2003 Construction Account		1,355,213
Transfer from 2007 A Reserve Account		134,514
Transfer from 2007 B Reserve Account		55,716
Disbursements:	To Vendors	22,733,588
	Cost of Issuance	188,904
Adjusted Balance in Construction Account @ November	er 30, 2019	\$ 2,609,972

Report Date: 12/19/2019

#### **BEACON LAKES**

#### **Community Development District**

#### Payment Register by Bank Account

For the Period from 11/01/2019 to 11/30/2019 (Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
BANKUN	NITED - MMA	A - (ACCT#	XXXXX246	<u>7)</u>					
Check	134	11/01/19	Vendor	BEACON LAKES CDD	10312019 2467	REPLENISH CASH	Due From Other Funds	131000	\$70,000.00
Check	135	11/22/19	Vendor	BEACON LAKES CDD	11182019 2467	REPLENISH CASH	Due From Other Funds	131000	\$40,000.00
								_	
								Account Total	\$110,000.00
CENTER	STATE BAN	IK GF - (AC	CCT# XXXX	(X5106)					
Check	2883	11/08/19	Vendor	DEPT OF ECONOMIC OPPORTUNITY	74071	FY20 DISTRICT FILING FEE	Annual District Filing Fee	001-554007-51301	\$175.00
Check	2884	11/08/19	Vendor	FLORIDA POWER AND LIGHT- ACH	110119-87318 CHECK	DEPOSIT FOR ACCT# 66333-87318	Electricity - General	001-543006-53901	\$50.00
Check	2885	11/08/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19546	11/19 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$1,100.00
Check	2885	11/08/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19545	11/19 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$14,871.00
Check	2886	11/08/19	Vendor	INFRAMARK, LLC	45516	10/19 MANAGEMENT FEE	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,836.50
Check	2886	11/08/19	Vendor	INFRAMARK, LLC	45516	10/19 MANAGEMENT FEE	Postage and Freight	001-541006-51301	\$5.50
Check	2886	11/08/19	Vendor	INFRAMARK, LLC	45516	10/19 MANAGEMENT FEE	Printing and Binding	001-547001-51301	\$0.15
Check	2886	11/08/19	Vendor	INFRAMARK, LLC	45516	10/19 MANAGEMENT FEE	Misc-Web Hosting	001-549915-51301	\$125.00
Check	2886	11/08/19	Vendor	INFRAMARK, LLC	45516	10/19 MANAGEMENT FEE	Misc-Web Hosting	001-549915-51301	\$57.94
Check	2888	11/08/19	Vendor	PROLOGIS	010119	1/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	030119	3/1/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	040119	4/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	050119	5/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	060119	6/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	070119	7/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	080119	8/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	090119	9/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	110119	11/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	100119	10/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2888	11/08/19	Vendor	PROLOGIS	020119	2/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2889	11/13/19	Vendor	FEDERAL EXPRESS	6-828-86282	FEDEX 10/29/19	Postage and Freight	001-541006-51301	\$74.67
Check	2890	11/13/19	Vendor	FLORIDA POWER AND LIGHT- ACH	110419-87318	ACCT# 66333-87318 10/17-10/31/19	Electricity - General	001-543006-53901	\$77.77
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0070110	30-3935-007-0110 FY19	Misc-Property Taxes	001-549044-51301	\$330.54
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0000107	30-3936-000-0107 FY19	Misc-Property Taxes	001-549044-51301	\$4,462.09
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0070070	30-3935-007-0070 FY19	Misc-Property Taxes	001-549044-51301	\$1.69
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0070120	30-3935-007-0120 FY19	Misc-Property Taxes	001-549044-51301	\$333.11
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0080040	30-3935-008-0040 FY19	Misc-Property Taxes	001-549044-51301	\$1.69
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0190020	30-3935-019-0020 FY19	Misc-Property Taxes	001-549044-51301	\$156.04
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0070080	30-3935-007-0080 FY19	Misc-Property Taxes	001-549044-51301	\$1.69
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0070060	30-3935-007-0060 FY19	Misc-Property Taxes	001-549044-51301	\$17.00
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0130040	30-3935-013-0040 FY19	Misc-Property Taxes	001-549044-51301	\$286.85

#### **BEACON LAKES**

#### **Community Development District**

#### Payment Register by Bank Account

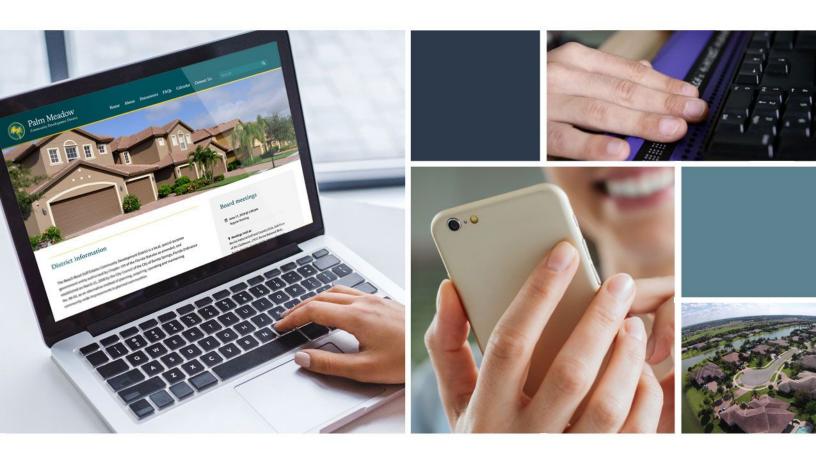
For the Period from 11/01/2019 to 11/30/2019 (Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Check	2891	11/13/19	Vendor	MIAMI-DADE TAX COLLECTOR	110419-0080030	FOLIO# 30-3935-008-0030 FY2019	Misc-Property Taxes	001-549044-51301	\$237.48
Check	2892	11/20/19	Vendor	ALM MEDIA, LLC	10000431922-1015	NOTICE OF LANDOWNERS MEETING 10/15-10/22/19	Legal Advertising	001-548002-51301	\$428.70
Check	2893	11/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19053	REMOVAL OF TREES	R&M-Trees and Trimming	001-546099-53901	\$8,450.00
Check	2893	11/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19221	IRRIGATION COMMON AREAS	R&M-Irrigation	001-546041-53901	\$319.66
Check	2893	11/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19108	IRRIGATION WORK	R&M-Irrigation	001-546041-53901	\$2,544.74
Check	2893	11/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19076	IRRIGATION WORK COMMON AREAS	R&M-Irrigation	001-546041-53901	\$1,093.03
Check	2893	11/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19062	INSTALLATION OF SEASON COLOR & FERTILIZATION	R&M-Grounds	001-546037-53901	\$1,480.75
Check	2893	11/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19107	IRRIGATION WORK	R&M-Irrigation	001-546041-53901	\$719.39
Check	2894	11/26/19	Vendor	ALVAREZ ENGINEERS,INC.	5299	9/28-11/8/19 GEN ENGINEERING	ProfServ-Engineering	001-531013-51501	\$2,897.50
Check	2895	11/26/19	Vendor	AMERICAN TRACK GENERATIONS LLC	AR19-1559	10/19 SIGNAL MAINTENANCE/ INSPECTION	R&M Railroad Crossing	001-546158-53901	\$2,014.00
Check	2895	11/26/19	Vendor	AMERICAN TRACK GENERATIONS LLC	AR19-1586	9/19 SIGNAL MAINTENANCE/INSPECTION	Contracts-Railroad Crossing	001-534122-53901	\$1,546.00
Check	2895	11/26/19	Vendor	AMERICAN TRACK GENERATIONS LLC	AR19-1826	10/19 SIGNAL MAINTENANCE/ INSPECTION	Contracts-Railroad Crossing	001-534122-53901	\$1,546.00
Check	2896	11/26/19	Vendor	GREENSLEEVES, INC	16439	11/19 WETLAND MITIGATION	Contracts-Wetland Mitigation	001-534049-53901	\$2,602.95
Check	2897	11/26/19	Vendor	SUPERIOR LANDSCAPING	59083	10/19 CANAL MAINT	Contracts-Canal Maint/Cleaning	001-534115-53901	\$4,101.83
Check	2897	11/26/19	Vendor	SUPERIOR LANDSCAPING	58916	9/19 CANAL MAINT	Contracts-Canal Maint/Cleaning	001-534115-53901	\$4,101.83
Check	2898	11/26/19	Vendor	USA SWEEPING INC	28016	11/19 PORTER SERVICE	Contracts-Janitorial Services	001-534026-53901	\$4,305.00
Check	2898	11/26/19	Vendor	USA SWEEPING INC	27741	10/19 PORTER SERVICES	Contracts-Janitorial Services	001-534026-53901	\$4,305.00
ACH	DD1226	11/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	102519-63214 ACH	ACCT# 73162-63214 9/25-10/25/19	Electricity - General	001-543006-53901	\$11.09
ACH	DD1227	11/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	102519-89141 ACH	ACCT# 71720-89141 9/25-10/25/19	Electricity - General	001-543006-53901	\$22.67
ACH	DD1228	11/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	102519-46545 ACH	ACCT# 04897-46545 9/25-10/25/19	Electricity - General	001-543006-53901	\$265.74
ACH	DD1229	11/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	102519-41012 ACH	ACCT# 13125-41012 9/25-10/25/19	Electricity - General	001-543006-53901	\$78.08
ACH	DD1230	11/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	102519-06312 ACH	ACCT# 90864-06312 9/25-10/25/19	Electricity - General	001-543006-53901	\$16.92
ACH	DD1231	11/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	102519-05229 ACH	ACCT# 04825-05229 9/25-10/25/19	Electricity - General	001-543006-53901	\$313.59
								Account Total	\$114,366.18

Total Amount Paid	\$224,366.18
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Total Amount Paid - Breakdown by Fund		
Fund		Amount
General Fund - 001		224,366.18
	Total	224,366.18

**3C** 



# Keeping your community informed. And you compliant.

Beacon Lakes Community Development District

Proposal date: 2019-12-11

Proposal ID: FKPPK-PUUCY-CJ2PH-WHW9T

Pricing	2
Services	3-5
FAQs	6
Statement of work	7-8
Terms and conditions	9-11



Ted Saul

Director - Digital Communication

○ Certified Specialist



### **Pricing**

Effective date: 2020-01-01

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents	1	\$1,512.30
<ul> <li>Migration website pages and present on a staged website for approval</li> <li>Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul>		

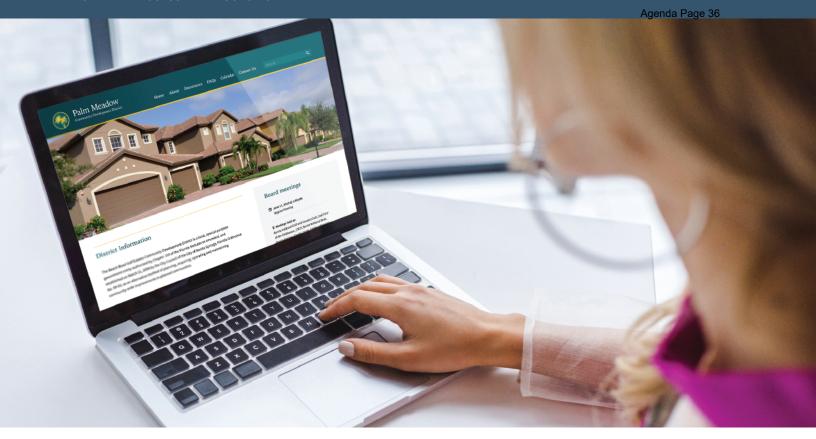
Annual ongoing services	Quantity	Subtota
Website services	1	\$615.00
<ul> <li>Hosting, support and training for users</li> <li>Website management tools to make updates</li> <li>Secure certification (https)</li> <li>Monthly accessibility site reporting, monitoring and error corrections</li> </ul>		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
<ul> <li>Remediation of all PDFs stored on your website</li> <li>Remediation of up to 750 PDF pages</li> <li>Dashboard for reporting and managing all PDFs</li> <li>48-hour turnaround for fixes for board agendas</li> <li>PDF manager dashboard</li> </ul>		
Social Media Manager		Included

<sup>\*</sup>Maximum PDF pages per 12 month period



\$3,064.80

**Total:** 



## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

#### Keeping it all accessible - and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

#### **Designed for districts**



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting

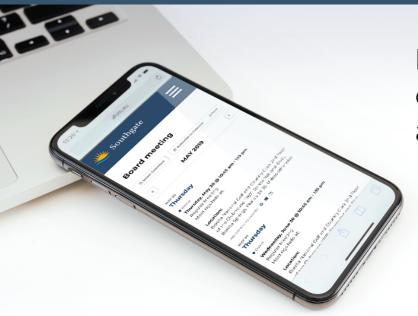


Meets Florida statutes and federal laws



Save CDD board time and money





# Keeping your community informed and compliant.



# We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

#### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

# A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

#### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

#### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- √ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes







## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..









## Frequently asked questions

#### For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

#### What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

#### What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

#### How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

#### What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

#### Are there any hidden fees?

No.

#### How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

#### Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

#### Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

#### Statement of work

- 1. On-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  - 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  - 3. Display an ADA compliance shield, seal, or certification;
  - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
  - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  - 6. Be free of any commercial advertising;
  - 7. Be free of any known spyware, virus, or malware;
  - 8. Secure certification (https)
  - 9. Secure cloud hosting with fail-overs
  - 10. Allow for data backups, and record retention as required by law;
  - 11. Allow for the display a calendar, reservation request form, and newsletter;
  - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  - 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
- 2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
- 3. Maintenance and Management of the Website.
  - 1. Contractor will manage and maintain the website;
  - 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;\*
    - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  - 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
  - 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

Agenda Page 41

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

#### 4. Monthly Auditing and Remediation Services.

- 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
- 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

#### 5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

## **Website Creation and Management Agreement**

This Website Creation and Management Agreement (this "Agreement") is entered into as of 2020-01-01, between the Beacon Lakes Community Development District, whose mailing address is 210 N University Dr, STE 702, Coral Springs, FL 33071 (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

#### **Background Information:**

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

#### **Operative Provisions:**

- **1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
- **2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto.
- **3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

#### 4. Termination.

- a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.
- b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and

the opportunity to cure the breach.

- c. Upon termination of this Agreement:
  - i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
  - ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
  - iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
  - iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

#### 5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,512.30 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,552.50 a one-time annual payment for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.
- **6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- **7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

- **8.** No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).
- **9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).
- **10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.
- 11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.
- **13. Insurance**. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be

canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

- **14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelvementh period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.
- 15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- 16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.
- 17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- **18.** Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

- 19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.
- 20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 854-603-0033, OR BY EMAIL AT SANDRA.DEMARCO@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 N. UNIVERSITY DR. STE 702, CORAL SPRINGS, FL. 33071.

- **21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.
- **22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

- **23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- **24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- **25. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **26.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.
- **27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.		Beacon Lakes	
,			
Steve Williams	Date	Print name	Date
VP of Marketing	Date	1 Tillt liame	Date

## **Exhibit A: Proposal for Services**

Implementation	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents	1	\$1,512.30
<ul> <li>Migration website pages and present on a staged website for approval</li> <li>Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul>		
Ongoing services	Quantity	Subtotal
Website services	1	\$615.00
<ul> <li>Hosting, support and training for users</li> <li>Website management tools to make updates</li> <li>Secure certification (https)</li> <li>Monthly site reporting, monitoring and error corrections</li> </ul>		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
<ul> <li>Remediation of all PDFs stored on your website</li> <li>Remediation of up to 750 PDF pages</li> <li>Dashboard for reporting and managing all PDFs</li> <li>48-hour turnaround for fixes for board agendas</li> <li>PDF manager dashboard</li> </ul>		
Social Media Manager		Included

#### Statement of work

- 1. On-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  - 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  - 3. Display an ADA compliance shield, seal, or certification;
  - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
  - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  - 6. Be free of any commercial advertising;
  - 7. Be free of any known spyware, virus, or malware;
  - 8. Secure certification (https)
  - 9. Secure cloud hosting with fail-overs
  - 10. Allow for data backups, and record retention as required by law;
  - 11. Allow for the display a calendar, reservation request form, and newsletter;
  - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  - 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
- 2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
- 3. Maintenance and Management of the Website.
  - 1. Contractor will manage and maintain the website;
  - 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;\*
    - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  - 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
  - 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

#### 4. Monthly Auditing and Remediation Services.

- 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
- 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

#### 5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

#### Proposal For Beacon Lakes CDD

(URL: <a href="https://www.beaconlakescdd.org/">https://www.beaconlakescdd.org/</a>) Website Type: Medium

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date Version#		Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 <sup>th</sup> , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated maintenance with full content compliance as per insurance needs	VB Joshi
December 12, 2019	2.9	Updated after detailed current site review	VB Joshi









#### **Your website gets 2 Compliance Seals**

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal\*

(\* Human Audit Contract required)





VGlobalTech is the ADA, WCAG Compliance Expert, with over 250 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit <a href="https://vglobaltech.com/website-compliance/">https://vglobaltech.com/website-compliance/</a> for details.

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Any violations are punishable under the law and shall be prosecuted.

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#### 1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App\_mode=Display\_Statute&URL=0100-0199/0189/Sections/0189.069.html

#### 189.069 Special districts; required reporting of information; web-based public access. —

- (1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.
- (a) Each independent special district shall maintain a separate website.
- (b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.
- (2)(a) A special district shall post the following information, at a minimum, on the district's official website:
- 1. The full legal name of the special district.
- 2. The public purpose of the special district.
- 3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- 4. The fiscal year of the special district.
- 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- 7. A description of the boundaries or service area of, and the services provided by, the special district.
- 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges d ବ୍ୟବସ୍ଥ ପ୍ରଥମ patient charges by a hospital or other health care provider.

- 9. The primary contact information for the special district for purposes of communication from the department.
- 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- 11. The budget of the special district and any amendments thereto in accordance with s.189.016.
- 12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
- 13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
- 14. The public facilities report, if applicable.
- 15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- 16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.
- (b) The department's website list of special districts in the state required under s. 189.061shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

#### 2.0 ADA & WCAG Compliance - Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: https://www.w3.org/WAI/standards-guidelines/wcag/

Visit <a href="http://vglobaltech.com/website-compliance/">http://vglobaltech.com/website-compliance/</a> for more details, do a website compliance check on your website and to download a PDF proposal.

#### 2.1 Common Problems and Solutions in Website Accessibility?

#### 2.1.1 Problem: Images Without Text Equivalents

#### Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

#### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

#### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

#### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

#### **Understanding the Four Principles of Accessibility**

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

- 1. **Perceivable** Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
- 2. **Operable** User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
- 3. **Understandable** Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
- 4. **Robust** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit https://vglobaltech.com/website-compliance/ for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

#### 3.0 Pricing

**Website Complexity: Small Level Websites** 

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

#### 3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html
	updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	Web Design Total: \$3950/- (one time)

#### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance <u>DOES NOT</u> include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task				
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are				
	met. These points are very critical to maintain a fully compliant website at all times. <i>Update</i>				
	turnaround time – less than 24 hrs from customer sending the content and documents to be				
	updated to VGT team.				
2.	, , , , ,				
	maintenance year only) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary				
	<b>batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be				
	uploaded to the website). <b>There is no limit on how many documents or pages per documents</b>				
	can be converted per month using VGlobalTech's software. If Auto conversion fails, VGlobalTech				
	team shall perform manual OCR and conversion within 24 hrs.				
3.	·				
	year)				
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth,				
	fast website response, regular automated backups, SSL certificates for secure site				
	access (https protocol), 99.9% website uptime:				
	Total Monthly Maintenance with full content				
	upload, document conversion and Hosting:				
	\$200 / month				
	*support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team				
	shall be responsible to track and report hours exceeded, if any)				
	***Monthly maintenance must be paid before the 10 <sup>th</sup> of every month				

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wpcontent/uploads/2019/03/FIA\_ADA\_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <a href="https://vglobaltech.com/website-compliance/">https://vglobaltech.com/website-compliance/</a>

Together we are now able to provide not one but two compliance seals for all our customers:

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Accessibility Guidelines (WCAG), Section **508** of Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear - Universal, Creative Web design that works for everyone, everywhere and every time!

#### 2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

#### Cost for Audit: \$400 / per audit

- Can be paid yearly for all 4 audits (\$1600) or can be paid per audit every quarter \$400
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

Agenda Page 64

This proposal includes following points, stipulations terms and conditions:

- \*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps \*unless otherwise noted
- \* email and phone communication
- \*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.
- \*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH
- \*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

Date

#### **4.0 Proposal Acceptance:**

VB Joshi

For VGlobalTech

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:
Option1: Website only Section 3.1: One time (website conversion and compliance cost):
Option2: Website and Monthly Maintenance w/ Hosting Section 3.1: One time (website conversion and compliance cost)
Section 3.2 ADA Compliance Monthly Maintenance and Hosting
Option3: Website and Quarterly Audits Section 3.1: One time (website conversion and compliance cost)
Section 3.3 Quarterly Technical and Human Audit Testing
Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits  Section 3.1: One time (website conversion and compliance cost)
+ Section 3.2 ADA Compliance Monthly Maintenance and Hosting
Section 3.3 Quarterly Technical and Human Audit Testing
Signatures:
For Customer Date

5.0 References: Agenda Page 66

ADA Best Practices Tool Kit for State and Local Governments: <a href="https://www.ada.gov/pcatoolkit/chap5toolkit.htm">https://www.ada.gov/pcatoolkit/chap5toolkit.htm</a>

**U.S. Department of Justice,** Civil Rights Division, *Disability Rights Section* <a href="https://www.ada.gov/websites2.htm">https://www.ada.gov/websites2.htm</a>

Web design Standards: https://www.w3schools.com/

Web Content Accessibility Guidelines (WCAG) <a href="https://www.w3.org/TR/WCAG21/">https://www.w3.org/TR/WCAG21/</a>

VGlobalTech Web Content Accessibility Implementation and Checkpoints: <a href="http://vglobaltech.com/website-compliance/">http://vglobaltech.com/website-compliance/</a>









## **Fourth Order of Business**



## INVOICE

American Track Generations LLC 2488 Golden Triangle Blvd Fort Worth TX 76177

Tel: 817 439-5693

Fax:

TO Beacon Lakes Community Development 8355 NW 12th Street

Doral FL 33126

Invoice # AR19-2046

Invoice Date Dec 06, 2019

**Due Date** 

Jan 05, 2020

**Project** 

400118-001

Beacon Lakes - Signal & Track Inspections

### PO# Via Email Maricela Rodriguez

DATE	QTY	WM	DESCRIPTION	RATE	TAX	TOTAL
			This invoice covers labor, equipment and material to perform railroad crossing repairs at your Prologis, Beacon Lakes facility per our quotation to Maricela Rodriguez dated November 12, 2019.			
Nov 29, 2019	1	LS	Railroad Crossing Repairs per Quotation	2,734.00		2,734.00
				Sub Total		2,734.00

Total (USD\$) 2,734.00

Payment Terms: Net 30 Days



Formerly C.J. Bridges Railroad Contractor, LLC. P.O. Box 676 Mulberry, FL 33860 415 Prairie Industrial Parkway, Mulberry, FL 33860 Office: 863.425.4561 | Fax: 863.425.4144

www.AmericanTrack.com

December 20, 2019

Prologis Eva Arbelo Property Administrator 8355 NW 12<sup>th</sup> Street Doral, Fl 33126 1-(305)-599-6206 earbelo@prologis.com

#### RE: Proposal for Railroad Crossing Repairs Due To Accident

Dear Eva Arbelo:

Based accident that occurred at your Railroad Highway Crossing Warning System repairs, below is the estimated list.

#### **Recommended Repairs**

This is the scope of work of all items needed to be repaired due to accident at your Railroad Highway Grade Crossing Warning System:

- 1. Replace Gate Main, Mid and Tip Section
- **2.** Replace Gate lights as needed.

LUMP SUM -----\$3.195.00

#### Clarifications

1. Please note, that the above listing may not be an all-inclusive list of everything that needs to be replaced or repaired due to the emergency. Additional labor, repairs, material and maintenance items may be found on arrival and during repairs and billed time and material. For example, broken flashing lights that need replacing on the signal mast have bolts that tend to seize up requiring complete replacement of the elbow as the corrosion will prevent us from adjusting the flashers to point towards the direction of traffic.

#### Payment Terms: NET 30 Days

Thank you for the opportunity to present you with this proposal. Please direct any questions on this proposal to the undersigned via email at <a href="mailto:JBarragan@americantrack.com">JBarragan@americantrack.com</a> or by phone at 1-(863)-425-4561.

Sincerely,

American Track

John Barragan

Superintendent



Formerly C.J. Bridges Railroad Contractor, LLC. P.O. Box 676 Mulberry, FL 33860 415 Prairie Industrial Parkway, Mulberry, FL 33860 Office: 863.425.4561 | Fax: 863.425.4144

www.AmericanTrack.com

December 20, 2019

Prologis Luis Perez 1(305)-970-0099 rjimenez@prologis.com

RE: Proposal for Railroad Crossing Repairs Due To Accident

Dear Luis Perez:

Based accident that occurred at your Railroad Highway Crossing Warning System repairs, below is the estimated list.

#### **Recommended Repairs**

This is the scope of work of all items needed to be repaired due to accident at your Railroad Highway Grade Crossing Warning System:

- 1. Replace Gate Main, Mid and Tip Section
- 2. Replace Gate lights as needed.

LUMP SUM -----\$2,734.00

Payment Terms: NET 30 Days

Thank you for the opportunity to present you with this proposal. Please direct any questions on this proposal to the undersigned via email at <a href="mailto:JBarragan@americantrack.com">JBarragan@americantrack.com</a> or by phone at 1-(863)-425-4561.

Sincerely, American Track

John Barragan Superintendent



Formerly C.J. Bridges Railroad Contractor, LLC. P.O. Box 676 Mulberry, FL 33860 415 Prairie Industrial Parkway, Mulberry, FL 33860 Office: 863.425.4561 | Fax: 863.425.4144

www.AmericanTrack.com

December 20, 2019

Prologis Eva Arbelo Property Administrator 8355 NW 12<sup>th</sup> Street Doral, FI 33126 1-(305)-599-6206 earbelo@prologis.com

#### RE: Proposal for Railroad Crossing Repairs Due To Accident

Dear Eva Arbelo:

Based accident that occurred at your Railroad Highway Crossing Warning System repairs, below is the estimated list.

#### **Recommended Repairs**

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- **2.** Replace Gate lights as needed.

LUMP SUM -----\$2.734.00

#### Clarifications

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Sincerely,

American Track

John Barragan

Superintendent