CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

SEPTEMBER 25, 2019

Concorde Estates Community Development District

Inframark, Infrastructure Management Services

210 North University Drive Suite 702, Coral Springs, Florida 33071 Phone: 954-603-0033 Fax: 954-345-1292

September 18, 2019

Board of Supervisors

Concorde Estates Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Concorde Estates Community Development District will be held on **Wednesday**, **September 25**, **2019 at 6:00 p.m.** in the Concorde Estates Clubhouse, 3151 Georgian Bay Lane, Kissimmee, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Public Comments on Agenda Items (limited to 3 mins)
- 4. Staff Report Site/Field Manager's Report
 - A. Discussion of Weekly Clubhouse Attendant Report
 - **B.** Monthly Field Manager's Report
 - C. Consideration of Pool Access Arm Bands Proposal
 - D. Consideration of Fountain Repair Proposal
 - E. Consideration of Splash Pad Repair Proposal
- 5. Engineer's Report
- 6. Attorney's Report
 - A. Report on 2nd Off-Set Letter to Duval Landscape
 - **B.** Update on Foreclosures
 - C. Verification if Soccer Fields & Nets Included in Bond Documents
 - **D.** Update on Notice to Avex Homes
- 7. District Manager's Report
 - A. Consent Agenda
 - i. Minutes of the August 28, 2019 Meeting
 - ii. Financial Statements
 - **B.** Consideration of LLS Tax Solutions Inc. Engagement Letters Arbitrage Services Series 2011A-1, Series 2011A-2 and Series 2011B Bonds
 - C. Consideration of FY 2019 Audit Engagement Letter with McDirmit Davis
 - **D.** Consideration of ADA Website Compliance Proposals
 - E. Ratification of Chair Authorized Expenses Between Meetings
- 8. Supervisors' Requests and Comments
- 9. Audience Comments
- 10. Adjournment

Enclosed are attachments available for the above agenda. Additional items may be provided under separate cover when they become available or they will be distributed at the meeting.

The balance of the agenda is routine in nature and staff will present and discuss their reports at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely, Kristen Suit Kristen Suit District Manager

Fourth Order of Business

4B



Field Management Report

Clubhouse Attendant

Frank Sanchez have been trained and will continue training as needed. Saturday and Sunday schedule will change to accommodate the closing of the pool.

Pool Repairs

The installation of the and grids were completed.

Splash Pad

An estimate will follow for the manufacturer's recommended repairs. The filters were replaced. At this time Churchills or Inframark staff are turning the pad features on and off each day/as needed.

Pool Gates

District Counsel is working on the contract for Envera.

Lake Fountain (front of clubhouse)

Sitex have scheduled an assessment of the problem with the fountain for Monday. We also requested a second quote from Solitude Lake Management. Project is ongoing.

Playgrounds

Contract is fully executed, and we are in the process of working the coordination of the project with Creative Playthings. We will provide an update as soon the logistic is determined.

Tennis Court

Contract is fully executed. We are in the process of working the coordination of the project with AAA Courts. Bushes and roots around tennis court are removed as per vendor's request prior to commence the project. We will provide an update as soon the logistic is determined.

Pool Area

Privacy screen was installed and enhancement to pool pump areas are completed.

Lakes

Sitex have been managing lakes and picking up trash on every visit. No major concerns with lakes.

Landscaping

Landscaping Enhancement

Clubhouse landscaping enhancement is completed.

Legend:

VBC-Volley Ball Court PP-Pocket Park TC-Trash Can EM-Easement DP-Dog Park



Concorde Estates CDD Monthly Report August.2019

August.2019				
		<u>Detail D</u>	Mow Crews	
Main Entrances, 1/2 Blvd		1-Aug	Aug 1,8,15,22,29	<u>Pine Bark Mulch</u>
Clubhouse, 1/2 Blvd	VBC, TC	8-Aug	Aug 1,8,15,22,29	
3181 Stonington Run	PP,TC	15-Aug	Aug 1,8,15,22,29	
3101 Duxbury Dr	PP,TC	15-Aug	Aug 1,8,15,22,29	<u>Annuals</u>
2991 Stonington Run	Pond	15-Aug	Aug 1,8,15,22,29	N/A
3207 Hopewell Dr	PG,DP,TC	15-Aug	Aug 1,8,15,22,29	
3201 Rydal Water Way	PP,TC	15-Aug	Aug 1,8,15,22,29	<u>Proposals</u>
2804 Grasmere View Pkwy	cul de sac	15-Aug	Aug 1,8,15,22,29	Old Mulch Removal
2440 Tradewinds Dr	cul de sac	15-Aug	Aug 1,8,15,22,29	Revamp Clubhouse
2351 Tradewinds Dr	DP,TC	15-Aug	Aug 1,8,15,22,29	Tennis court moss cleanup
3209 Jackson Grey Rd	PP	15-Aug	Aug 1,8,15,22,29	Irrigation Repairs
2260 Tradewinds Dr	Pond	15-Aug	Aug 1,8,15,22,29	<u>Plant Insects</u>
3000 Harbor View Ln	2 Ponds	22-Aug	Aug 1,8,15,22,29	
3141 Oyster Bay Ln	Lift Station	22-Aug	Aug 1,8,15,22,29	
3131 Rocky River Rd	PP	22-Aug	Aug 1,8,15,22,29	Turf Weeds
3130 Rocky River Rd	PP	22-Aug	Aug 1,8,15,22,29	
2331 Marshfield Preserve Way	Easement	22-Aug	Aug 1,8,15,22,29	
2351 Marshfield Preserve Way	Pond,EM	22-Aug	Aug 1,8,15,22,29	Turf Insects
3150 Seasalt Dr	EM	22-Aug	Aug 1,8,15,22,29	
3208 Olivia Breeze Dr	PP,TC	22-Aug	Aug 1,8,15,22,29	
3220 Jubilee Rd	Pond,EM	22-Aug	Aug 1,8,15,22,29	<u>Turf Disease</u>
2770 Marshfield Preserve Way	Bridge 1	22-Aug	Aug 1,8,15,22,29	
2820 Marshfield Preserve Way	Bridge 2	22-Aug	Aug 1,8,15,22,29	
2890 Marshfield Preserve Way	Pond,EM	22-Aug	Aug 1,8,15,22,29	<u>Problem Areas</u>
2990 Marshfield Preserve Way	Easement	22-Aug	Aug 1,8,15,22,29	Wet turf
3461 Marshfield Preserve Way	2 Pine Trails	22-Aug	Aug 1,8,15,22,29	
3441 Marshfield Preserve Way	Lift Station	22-Aug	Aug 1,8,15,22,29	<u>Heavy Leaf Litter</u>
3000 Greatbear Way	PP,TC	29-Aug	Aug 1,8,15,22,29	
3041 Palemero Rose Way	2 Pine Trails	29-Aug	Aug 1,8,15,22,29	
3080 Palemero Rose Way	Pond,EM	29-Aug	Aug 1,8,15,22,29	<u>Fertilization</u>
3211 Marshfield Preserve Way	Easement	29-Aug	Aug 1,8,15,22,29	

CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT

OPERATIONS & MAINTENANCE HIGHLIGHT

SITEX AQUATICS MANAGEMENT REPORT

August 2019

All ponds were treated for shoreline vegetation as needed with a custom grass mix targeted for specific species present. All ponds had trash removed as well.

POND1- Hydrilla and algae treated.

POND2- Algae spot treated

POND3- Algae and Grasses treated

POND4- Algae spot treated

POND5- Algae spot treated

POND6- Algae treatment

POND7- Hydrilla treated

POND8- Algae spot treated

POND9- Shoreline grasses treated

POND10- Hydrilla treated

ADDITIONAL NOTES:

We are in full swing of the growing season. Everything has been treated & may require a follow up. Please don't hesitate to reach out to my staff or myself if you need anything at all.

Regards

Brian Fackler

Sitex Aquatics LLC.



FACILITY REPORT

Concord Estates CDD - Pool & Splash Pad

Service Month To September 15th 2019

Service Frequency 5 x Weekly (summer service)

POOL:

The pool pump was replaced, the equipment sump pump was also replaced.

The filter grids were replaced (09.13) the flow rate increased substantially and the vacuum pressure reduced on the pump which will reduce wear.

Further minor adjustments have been made to the auto water feed to reduce over/under filling.

SPLASH PAD:

A separate estimate will follow for the recommended repairs.

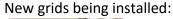
The filters were replaced.

At this time Churchills or Inframark staff are turning the pad features on and off each day/as needed.

Pump install, before and after:











New filters (4) for splashpad.

4C.



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

AgendEST*IMATE EST-12022

More than fast. More than signs. ®

Payment Terms: Deposit Required Account

Created Date: 9/6/2019

DESCRIPTION: Silicone Wristbands- Debossed Text Engrave 7.5"W x 0.5"H

Bill To: Concorde Estates Community - CDD

> 313 Campus St. Celebration, FL 34747

US

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

Grand Total:

US

Requested By: Ariel Medina Salesperson: House 175401 - Kissimmee, FL

Email: Ariel.Medina@inframark.com

Work Phone: (407) 566-4122 Cell Phone: (281) 831-0139 Tax ID: 85-8012984581c-9

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Green color - Silicone Wristbands- Debossed Text Engrave	1,000 #0,370	\$378.00	
ı	7.5"W x 0.5"H- Turnaroad 5 Business days	1,000	\$0.378	\$378.00
2	Orange color - Silicone Wristbands- Debossed Text	1.000	\$0.378	\$378.00
	Engrave 7.5"W x 0.5"H- Turnaroad 5 Business days	1,000	\$0.376	\$376.00
			Subtotal:	\$756.00
*This	estimate is valid for 30 days.		Taxes:	\$0.00

^{*}This estimate is valid for 30 days.

Thank You For Your Business

Signature:	Date:

\$756.00

^{*}Please Signed Estimate. 50% down deposit is required to begin working on the project when is more than \$200.00 total cost. If it is less than \$200.00, full payment is required to proceed.

^{*}Three Revisions and/or changes per Artwork per project. After the third change, a \$15.00 Fee will be added to the order per Artwork change.

^{*}Artwork and Set-up Fee does not release a digital copy of the artwork to customer.

^{*}Customer will provide primary electrical service within 5 feet of sign electrical connection.

^{*}City or County Fees not included in the estimate.

^{*}ANY ORDERS THAT ARE RUSH ORDERS, ORDERS WITH INSTALLATION, AND ORDERS THAT NEED TO BE DELIVERED NEED TO BE PAID IN FULL BEFORE.

^{*}All RUSH ORDER must be approved before 3:00 pm. After 3:01 pm the order will be ready for the next day



1902 West Vine St. Kissimmee, FL 34741 (407) 287-6840 Agend ESTIMATE
EST-12023

More than fast. More than signs. ®

Payment Terms: Deposit Required Account

Taxes:

Grand Total:

Created Date: 9/6/2019

DESCRIPTION: Silicone Wristbands- Text Printed on Surface 7.5"W x 0.5"H

Bill To: Concorde Estates Community - CDD

313 Campus St. Celebration, FL 34747

US

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

US

Requested By: Ariel Medina Salesperson: House 175401 - Kissimmee, FL

Email: Ariel.Medina@inframark.com

Work Phone: (407) 566-4122 Cell Phone: (281) 831-0139 Tax ID: 85-8012984581c-9

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Green color - Silicone Wristbands- Text Printed on Surface 7.5"W x 0.5"H - Turnaroad 5 Business days	1,000	\$0.39	\$390.00
2	Orange color - Silicone Wristbands- Text Printed on Surface 7.5"W x 0.5"H - Turnaroad 5 Business days	1,000	\$0.39	\$390.00
			Subtotal:	\$780.00

^{*}This estimate is valid for 30 days.

Thank You For Your Business

Signature:	Date:

\$0.00

\$780.00

^{*}Please Signed Estimate. 50% down deposit is required to begin working on the project when is more than \$200.00 total cost. If it is less than \$200.00, full payment is required to proceed.

^{*}Three Revisions and/or changes per Artwork per project. After the third change, a \$15.00 Fee will be added to the order per Artwork change.

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^{*}All RUSH ORDER must be approved before 3:00 pm. After 3:01 pm the order will be ready for the next day $\,$



Lime green

Corcorde Estate CCD

POOL PAGE



Orange

Concorde Estate CCD

GUEST PASS

PROOF DISCLAIMER: Please CHECK proof over CAREFULLY. Upon proof approval FASTSIGNS Kissimmee is NOT RESPONSIBLE for any error in spelling, content, composition and or format. Please keep in mind the colors may change depending on the material to be used. Once approved buyer assumes all responsibility.

DISCLAIMER: Renderings are for graphic purposes only and not intended for construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings (if applicable).

These drawings and designs are the exclusive property of FASTSIGNS. Use or duplication in any manner including but not limited to electronic transfer without express written permission of FASTSIGNS is prohibited.



Customer: The School Distri	C:I:	
Project No. 11913		Sili
Date: 08/19/2019	Designer: Jesse B	Del
Location:		7.5
		Qty

Silicone Wristbands-Debossed Text Engrave 7.5"W x 0.5"H Oty - 1000 of each



*Three Revisions and/or changes per Artwork per project. After third change, a \$15.00 Fee will be added to the order per Artwork change. Customer Approval: NOTE Unless specified by customer, all-depth of embossing will be determined by FAST SIGNS or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.

Design OK As Is

Revision Required

Please read	carefully, check appropriate box and fax
Dack	

SIGNATURE	DATE



Lime green

Concorde Estate CCD

POOL PASS



Orange

Concorde Estate CCD

GUEST PASS

PROOF DISCLAIMER: Please CHECK proof over CAREFULLY. Upon proof approval FASTSIGNS Kissimmee is NOT RESPONSIBLE for any error in spelling, content, composition and or format. Please keep in mind the colors may change depending on the material to be used. Once approved buyer assumes all responsibility.

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stomer: The School District of Osceola oject No. 11913		Description:
		Silicone Wristbands-Text
ate: 08/19/2019 Designer: Jesse B		Printed on Surface
cation:		7.5"W x 0.5"H
		Qty 1000 of each



per Artwork change.

a \$15.00 Fee will be added to the order

Please read carefully, check appropriate box and fax

Revision Required DATE SIGNATURE

Customer Approval: NOTE Unless specified by customer, all-depth of embossing will be determined by FAST SIGNS or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by

Design OK As Is

4D.



Fountain/Aerator Proposal

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

Customer: Concorde Estates CDD

C/O: Inframark

Contact: Mr. Ariel Medina

Email Ariel.Medina@inframark.com

Phone: 407.566.4122

The following bid is for 1-Otterbine 5HP Equinox floating fountain w/ LED lights to Concorde Estates CDD located in Kissimmee, Florida.

Customer agrees to pay Sitex the following amounts:

1.	1-5hp 230/1ph Equinox -motor, float, controls, pigtails	<mark>\$9,646.00</mark>
2.	300' of 8/3 fountain cable	<mark>Included</mark>
3.	1-3 LED light set	<mark>Included</mark>
4.	300' of LED 16/2 cable	<mark>Included</mark>
5.	Installation	<mark>Included</mark>
6.	1st year of quarterly fountain maintenance	<mark>Included</mark>
7.	5-year warranty	<u>Included</u>

Total Cost \$9,646.00

Customer is responsible for all electrical services to the control box, Sitex is not an electrical contractor nor claims to be responsible for any electrical responsibilities. Customer agrees to pay separate cost incurred by said electrical contractor.

A deposit of 50% (\$4,823.00) is due upon execution of this agreement & for equipment to be ordered, with remaining 50% (\$4,823.00) due upon 30 days of fountain installation. Overdue accounts may accrue a service charge.

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

Submitted: Joe Craig	Date: 8/10/19	Accepted	Date:	
Joseph T. Craig				
President		Customer		

Terms and Conditions

- Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.
- Customer is responsible for all electrical services to the control box, Sitex is not an electrical contractor nor claims to be responsible for any electrical responsibilities. Customer agrees to pay separate cost incurred by said electrical contractor.
- Neither party shall be responsible for damage, penalties or otherwise for any failure or delay
 in performance of any of its obligations hereunder caused by strikes, riots, war, acts of
 Nature, accidents, governmental orders and regulations, curtailment or failure to obtain
 sufficient material, or other force majeure condition (whether or not of the same class or
 kind as those set forth above) beyond its reasonable control and which, by the exercise of
 due diligence, it is unable to overcome.
- Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.
- It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.
- Sitex shall maintain the following insurance coverage and limits;(a) Workman's Compensation with statutory limits; (b) Automobile Liability;(c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability. A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.
- This Agreement shall be governed by the laws of the state of Florida.





- » Most energy efficient system in the industry.
- » 5 year all-inclusive warranty.

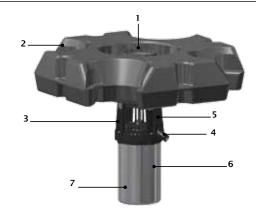
www.otterbine.com/equinox

- » Operates in 30in or 75cm of water. (No additional depth needed when adding LED lights; additional 10in or 26cm required if adding high voltage lights.)
- » Complete package includes assembled unit, power control center, and cable. (No PCC for 50HZ.)
- » Power control center comes standard with surge arrestor, timer and GFCI (Exc. optional EPD for 460V.)
- » Cable quick disconnect standard.
- » Safety tested and listed with ETL & ETL-C, conforming to UL standards; and carries a 3rd party listing with CE.
- » Effectively controls algae, aquatic weeds, and foul odors; while deterring insects and insect breeding.
- » Published results from 3rd party testing verify highest oxygen transfer and pumping rates in the industry.

Product specifications and CADs can be found online through www.otterbine.com or www.caddetails.com.



We Guarantee that You'll Love Your Pattern



PRODUCT ILLUSTRATION

- High-tech thermal plastic pumping chambers are staged to allow for easy interchange.
- Rugged low visibility closed cell foam filled float includes handles and protective pockets for lights when applicable.
- Industrial strength thermal plastic screen helps keep debris out of the unit.
- Electrical quick disconnect is part of the upper plate to prevent damage.
- Mixed flow pumping system achieves maximum pumping capacities.
- Oil cooled, efficient 3450/2875 RPM custom built motor incorporates a g-type seal to ensure dependability and long life.
- Corrosion resistant, durable 18 gauge/316 grade stainless steel motor housing.

60 HZ	1 HP	2 HP	3 HP	5 HP
Spray Height (ft)	10	13	15	20
Spray Diam. (ft)	35	40	58	72
GPM	150	210	275	400
Volt/Ph/Amp 3450@60hz	115/1/15 230/1/7.5	230/1/11.4	230/1/12 230/3/7.6 460/3/4.1	230/1/20 230/3/11.4 460/3/6

Barebo, Inc. | 3840 Main Road East | Emmaus, PA 18049 U.S.A | PH: 610-965-6018 Manufactured by: Otterbine®

4E.

THIS DOCUMENT WILL BE PROVIDED UNDER SEPARATE COVER

Sixth Order of Business

6A.



September 16, 2019

VIA CERTIFIED AND REGULAR U.S. MAIL

Concorde Estates Community Development District Attn: District Manager 313 Campus Street Celebration, FL 34747

Timothy R. Qualls, Esq. Young Qualls, P.A. 216 South Monroe Street Tallahassee, FL 32301

RE: Duval Landscape Maintenance, LLC v. Concorde Estates CDD

\$18,937.13 Past Due Account Owed to Duval Landscape Maintenance, LLC

Violations of Florida's Local Government Prompt Payment Act/

Breach of Contract

Dear Sir or Madam:

This law firm has been retained by Duval Landscape Maintenance, LLC ("Duval Landscape"), to pursue legal action against Concorde Estates Community Development District ("Concorde Estates") for its violations of Florida's Local Government Prompt Payment Act, its breach of contract, and for the past due account for landscape services that Duval Landscape provided for Concorde Estates pursuant to the Landscape and Irrigation Maintenance Services Agreement (the "Contract"). This correspondence represents a final effort on the part of Duval Landscape to resolve this dispute agreeably without the necessity of taking legal action against Concorde Estates.

Please find enclosed a copy of the past due invoices for landscape services performed by Duval Landscape in April and May of 2019 in the total amount of \$18,937.13. Concorde Estates' failure to pay this past due account constitutes a material breach of the Contract and a violation of Florida's Local Government Prompt Payment Act contained within Chapter 218 of the Florida Statutes. The violation of this act allows my client to collect a substantial amount of interest on this past due account that has and continues to accrue, as well as attorneys' fees and costs, in addition to other remedies that may be allowed thereunder. The Contract also allows for an award of attorneys' fees and costs to the prevailing party. Therefore, should this matter proceed to



904-330-7500

www.collett-law.com

4494 Southside Blvd., Suite 101, Jacksonville, FL 32216

Duval Landscape Maintenance, LLC v. Concorde Estates Community Development District Page 2

litigation, Duval Landscape will seek reimbursement of its attorneys' fees and costs, accrued interest on the unpaid balance, in addition to the past due balance owed.

At this point, my client is willing to waive its claim for attorneys' fees and costs and the accrued interest on the unpaid balance in exchange for Concorde Estates' prompt payment of the past due balance of \$18,937.13. As a small business owner that values its relationships with its patrons, my client would prefer not to be in this position. Nevertheless, my client expended substantial costs and expenses in providing services to Concorde Estates, and as a small business, my client must receive payment to continue to operate. Therefore, if we do not receive payment in the amount of \$18,937.13 within twenty (20) days of receipt of this letter, we will file a lawsuit against Concorde Estates. In order to avoid legal action against Concorde Estates, please submit payment in the amount of \$18,937.13 within twenty (20) days of receipt of this letter in the form of a money order, certified check, or business check made payable to "Duval Landscape Maintenance, LLC" and mail it to Duval Landscape Maintenance at 7011 Business Park Blvd. N., Jacksonville, Florida 32256.

Although it is our position that this dispute and debt is not a "consumer" transaction within the purview of the Fair Debt Collection Practices Act ("FDCPA"), the undersigned provides the following FDCPA notices in an abundance of caution.

In accordance with the Fair Debt Collection Practices Act, unless, within thirty days after receipt of this letter, you dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the undersigned. In addition, unless you notify the undersigned in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the undersigned will obtain verification of the debt or a copy of a judgment against you, and a copy of such verification or judgment will be mailed to you, by the undersigned. Upon your written request within the thirty-day period, the undersigned will provide you with the name and address of the original creditor, if different from the current creditor. The name and address of the original creditor is Duval Landscape Maintenance, LLC, 7011 Business Park Blvd. N., Jacksonville, Florida 32256.

In accordance with the Fair Debt Collection Practices Act, please note that this is a communication from a debt collector and any communication obtained will be used for that purpose.

Sincerely,

Matthew T. Collett

Encl.: Past Due Invoices



904-330-7500

www.collett-law.com

4494 Southside Blvd., Suite 101, Jacksonville, FL 32216



AP Biling Concorde Estates CDD Attn: District Manager 313 Campus St. Celebration, FL 34747

INVOICE

Date	Invoice No.
04/01/19	64
Terms	Due Date
Net 40	05/11/19

PROPERTY	
Concorde Estates CDD	
313 Campus St	
Celebration, FL 34747	

Amount Due	PO Number
\$12,624.75	
\$12,024.75	

Please detach top portion and return with your payment.

DESCRIPTION		The state of the s	TOTAL
#174 - Concorde Estates	Community	Development District April 2019	\$12,624,75

Total	\$12,624.75
Payments/Credits	(\$0.00)
Balance Due	\$12,624.75



Duval Landscape Maintenance 7011 Business Park Blvd N Jacksonville, FL 32256 www.duvallandscape.com

AP Biling Concorde Estates CDD Attn: District Manager 313 Campus St. Celebration, FL 34747

INVOICE

Date	Invoice No.
05/31/19	857
Terms	Due Date
Net 40	07/10/19

PROPERTY
Concorde Estates CDD
313 Campus St
Celebration, FL 34747

Amount Due	PO Number
\$12,624.75	

Please detach top portion and return with your payment.

DESCRIPTION		TOTAL
#174 - Concorde Estates Community	Development District May 2019	\$12,624.75

Total	\$12,624.75
Payments/Credits	(\$6,312.37)
Balance Due	\$6,312.38

6D.

Young Qualls, P.A. Attorneys and counselors at law

216 South Monroe Street Tallahassee, Florida 32301

Reply To: Post Office Box 1833 Tallahassee, FL 32302-1833

Telephone: (850) 222-7206 Facsimile: (850) 765-4451

September 17, 2019

Via Certified Mail

Avex Homes, LLC c/o Marybel Defillo, Registered Agent 3680 Avalon Park East Boulevard, Suite 300 Orlando, Florida 32828

RE: Concorde Estates Community Development District

Dear Ms. Defillo:

Please be advised that my firm represents Concorde Estates Community Development District ("CDD").

Our client has received numerous complaints from property owners regarding Avex Homes' ("Avex") vehicles parked on and damaging CDD property. Our client has documented the damage caused by Avex on numerous occasions. The specific damage in question occurred in no-parking zones. Moreover, Avex has previously been instructed not to park its vehicles in these areas.

Additionally, Avex is storing construction materials (wood, steel beams, etc.) on CDD infrastructure and leaving behind hazardous construction waste. The CDD has previously requested that Avex workers and subcontractors not store construction materials on CDD property and police their construction waste within the community, to no avail. The construction waste left behind by Avex workers and subcontractors accumulates in the storm water ponds and interferes with CDD effective management of said ponds. In addition, Avex's hazardous construction waste poses a threat to residents and their property within the CDD.

Lastly and most recently, on Saturday, September 14, 2019, it was discovered that Avex workers were stealing electricity from the CDD clubhouse via an extension cord which damaged the surrounding flowers and plant materials within the landscape. Accordingly, Avex is liable for the cost associated with replacement and/or repair of the damaged landscaping. The CDD

Avex Homes LLC c/o Marybel Defillo, Registered Agent September 17, 2019 Page 2

will acquire an estimate for the damaged caused by Avex workers and provide the same to you in the near future.

Please be advised that should Avex and its subcontractors continue to unlawfully park on CDD infrastructure, store construction materials and/or leave behind hazardous construction waste on CDD infrastructure, and cause damage to and/or steal from CDD property, the CDD will have no other recourse than to seek legal action. Please govern yourselves accordingly.

Should you have questions, concerns or wish to discuss this matter further, please feel free to contact me.

Sincerely,

Timothy R. Qualls, Esq.

General Counsel to Concorde Estates CDD Email: tqualls@yvlaw.net; stalevich@yvlaw.net

TRQ/tal

cc: Kristen Suit, District Manager

Seventh Order of Business

7Ai.

MINUTES OF MEETING CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Concorde Estates Community Development District was held on Wednesday, August 28, 2019 at 6:00 p.m. at the Concorde Estates Clubhouse, located at 3151 Georgian Bay Lane, Kissimmee, Florida.

Present and constituting a quorum were:

Victor Cruz Chairperson
Michael Barbuck Vice Chairman
Cesar Goyetche Assistant Secretary
Basam Alli Assistant Secretary

Also present were:

Kristen Suit District Manager
Tim Qualls District Counsel

Tristan LaNasa Young Qualls, P.A. (via telephone)
Steven N. Boyd District Engineer (via telephone)

Ariel Medina Field Supervisor
Frank Sanchez Clubhouse Manager

Capital Land Representative

Residents

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS Roll Call

Ms. Suit called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS Public Comments on Agenda Items

 Residents commented on the proposed time of the fiscal year 2020 meetings; and District spending on projects.

FOURTH ORDER OF BUSINESS

Staff Report- Site/Clubhouse Manager's Report

- A. Clubhouse Manager's Report
- B. Monthly Field Manager's Report

C. Work Order Status Report

- The monthly Field Management Reports were included in the agenda package.
- Mr. Medina commented on general maintenance; clean up after potential hurricane; and pool closure.

On MOTION by Mr. Cruz seconded by Mr. Goyetche with all in favor the closing of the pool o Sunday and Monday in advance of potential hurricane was approved. 4-0

• Irrigation issues were discussed.

D. Capital Land Proposal for Moss Removal

• Due to the pending hurricane this item was tabled.

E. Capital Land Proposal for Removal of Mulch

• Due to the pending hurricane this item was tabled.

F. Additional Proposals for Access Control Systems

- Mr. Medina reviewed the access control proposals.
- Questions and comments were addressed.
- Discussion ensued with regards to the Envera proposal.

On MOTION by Mr. Goyetche seconded by Mr. Barbuck with Mr. Cruz, Mr. Goyetche, and Mr. Barbuck in favor and Mr. Alli opposed the Envera Proposal for access control system in the amount of \$13,190.52 with a \$300.86 monthly service fee was approved. 3-1

On MOTION by Mr. Goyetche seconded by Mr. Barbuck with all in favor the prior motion was revised to approve the Envera Proposal for access control system in the amount of \$13,190.52 with a \$300.86 monthly service fee *using fund balance*. 4-0

 Mr. Goyetche will act as liaison with District Counsel on preparation of the Envera Contract.

G. Discussion of Clubhouse Manager's Duties and Responsibilities

• Discussion ensued with regards to the duties; responsibilities; and community review schedule of the Clubhouse Manager.

• The purchase of an ATV was discussed.

On MOTION by Mr. Cruz seconded by Mr. Goyetche with Mr. Cruz, Mr. Goyetche, Mr. Barbuck in favor and Mr. Alli opposed the KMS proposal for 2019 Kawasaki Mule in the amount of \$10,129.27 was approved. 3-1

- Further discussion ensued with regards to Clubhouse Manager's responsibilities and follow-up of maintenance items.
- The use of identification bands for residents/guests at the pool was discussed.

FIFTH ORDER OF BUSINESS

Engineer's Report

- A. Update on Approval of SFWMD to Remove Vegetation
- B. Biotech Proposal for Environmental Report
- Mr. Boyd reported there has been no response from Biotech regarding preparation of the report. He is reaching out to another environmental consultant, Olsten Environmental. This item will be added to the October agenda.

The record will reflect Mr. Boyd left the meeting.

SIXTH ORDER OF BUSINESS

Attorney's Report

• Mr. Qualls commented that according to the rules of the District a patron/resident can be accompanied to the pool by up to four guests.

A. Report on 2nd Off-Set Letter to Duval Landscape

 Mr. Qualls reported a letter was sent to Duval noting where the job was not completed for invoices totaling \$2,485. The letter asked for an additional offset of \$2,485 for the irrigation work not completed which is in addition to the \$6,097 already requested to be offset due to poor lack of performance of landscape maintenance.

B. Update on Foreclosures

- Mr. Qualls provided an update on foreclosures noting an Entry of Default was filed on all
 parties who failed to respond to the complaint for foreclosure.
- One party has filed a Suggestion of Bankruptcy which will limit our ability on this
 foreclosure proceeding to get a judgement against the party until the bankruptcy has been
 completed.
- A date is being sought to argue the Motion for Summary Judgement.

- For informational purposes, Mr. Qualls reviewed what is considered a public record. A text message is considered a public record.
- Mr. Qualls noted Tristan LaNasa has passed the Bar; and is a member of the firm, but not
 officially a member of the Bar; and should not be listed as District Counsel in meeting
 minutes.

SEVENTH ORDER OF BUSINESS

Manager's Report

- A. Consent Agenda
 - i. Minutes of the July 24, 2019 Meeting

On MOTION by Mr. Cruz seconded by Mr. Barbuck with all in favor the Minutes of the July 24, 2019 Meeting were approved. 4-0

ii. Financial Statements

On MOTION by Mr. Barbuck seconded by Mr. Cruz with all in favor the July 2019 Financials and Check Register were accepted. 4-0

B. Discussion of Fiscal Year 2020 Meeting Schedule

• Schedule options were discussed.

On MOTION by Mr. Goyetche seconded by Mr. Barbuck with all in favor proposed schedule option 3, meeting on the last Wednesday of the month at 4:00 p.m. unless otherwise indicated as per schedule was approved. 4-0

• Meetings will be held the last Wednesday of the month at 4:00 p.m. as listed unless otherwise indicated:

October 30,2019

November 20, 2019 **1:00pm** (**Third Wednesday**) Rule Making Public

Hearing

December 18, 2019 (Third Wednesday)

January 29, 2020

February 26, 2020 **1:00pm**

March 25, 2020

April 29, 2020

May 27, 2020 11:00am Budget Workshop

May 27, 2020 **1:00pm**June 24, 2020
July 29, 2020 **1:00pm** Budget Adoption Public Hearing August 26, 2020
September 23, 2020

C. Consideration of Rule Making Workshop and Setting Date for Rule Making Public Hearing

On MOTION by Mr. Goyetche seconded by Mr. Barbuck with all in favor scheduling a rule making workshop on October 30, 2019 at 3:00 p.m. and setting a rule making public hearing for November 20, 2019 was approved. 4-0

D. Consideration of Adding Vice Chair to Spending Authorization Resolution

On MOTION by Mr. Cruz seconded by Mr. Goyetche with all in favor adding the Vice Chair to the spending authorization resolution in the absence of the Chair was approved. 4-0

E. Ratification of Chair Authorized Expenses Between Meetings

• Proposals from Enhanced Business Solutions for tree removal in the amount of \$1,925 and Churchills Group for sum pump in the amount of \$389 were authorized between meetings.

On MOTION by Mr. Barbuck seconded by Mr. Goyetche with all in favor the proposals in the amount of \$2,314 were ratified. 4-0

EIGHTH ORDER OF BUSINESS Supervisors' Requests and Comments

- Mr. Alli commented on soccer fields and nets included in bond documents.
- Mr. Goyetche commented on fountains and storm water maintenance.
- Mr. Cruz commented on fountain repairs; soccer net locations; playground inspections;
 and trash cans.

NINTH ORDER OF BUSINESS Audience Comments

Residents commented on purchase of ATV; tree maintenance and liability; Avex Homes
conditions of construction areas; facilities and programs for children; landscape
maintenance; moving District Engineer report to beginning of the meeting; and camera log
in access.

• District Counsel will send notice to Avex Homes regarding conditions of construction area, debris and damage to CDD property.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Cruz seconded by Mr. Goyetche with all in favor the meeting was adjourned. 4-0

Assistant Secretary

Chairperson/Vice Chairperson

7Aii.

Concord Estates Community Development District

Financial Report August 31, 2019

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Cash and Investment Summary		Page 9
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Concorde Estates Community Development District

Financial Statements

(Unaudited)

August 31, 2019

Balance Sheet August 31, 2019

ACCOUNT DESCRIPTION	G	ENERAL FUND		2004 DEBT SERVICE FUND		2011 DEBT RVICE FUND	S	7B DEBT ERVICE FUND		TOTAL
<u>ASSETS</u>										
Cash - Checking Account	\$	191,379	\$	-	\$	-	\$	-	\$	191,379
Assessments Receivable		65,335		-		20,102		-		85,437
Due From Other Funds		-		-		4,263		-		4,263
Investments:										
Money Market Account		886,339		-		-		-		886,339
Prepayment Account B		-		-		687		-		687
Prepayment Fund (A-2)		-		-		105,903		-		105,903
Reserve Fund (A-1)		-		-		322,813		-		322,813
Revenue Fund (A-1)		-		-		160,148		-		160,148
Revenue Fund (A-2)		-		-		51,504		-		51,504
Revenue Fund B		-		-		31		1,484		1,515
Prepaid Items		7,615		-		-		-		7,615
TOTAL ASSETS	\$	1,150,668	\$	-	\$	665,451	\$	1,484	\$	1,817,603
Accounts Payable Due to Landowners Accrued Taxes Payable Deferred Revenue Revenue Bonds Payable-Current Due To Other Funds	\$	37,904 - 142 27,834 - 4,263	\$	- - - 7,511,083	\$	22,468 - - - 3,013,428	\$	- - - -	\$	37,904 22,468 142 27,834 10,524,511 4,263
TOTAL LIABILITIES		70,143		7,511,083		3,035,896		-		10,617,122
FUND BALANCES Nonspendable:		7.645								7.045
Prepaid Items		7,615		-		-		-		7,615
Restricted for:								4 404		4 404
Debt Service		-		-		-		1,484		1,484
Assigned to:		75.007								75.007
Reserves - Other Unassigned:		75,307 997,603		- (7,511,083)		(2,370,445)		-		75,307 (8,883,925)
	•		•		•		•	1 404	•	
TOTAL FUND BALANCES	•	1,080,525	\$	(7,511,083)	\$	(2,370,445)	\$	1,484		(8,799,519)
TOTAL LIABILITIES & FUND BALANCES	\$	1,150,668	\$	-	\$	665,451	\$	1,484	\$	1,817,603

CONCORDE ESTATES

Statement of Revenues, Expenditures and Changes in Fund Balances For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	AUG-19 ACTUAL
REVENUES					
Interest - Investments	\$ -	\$ -	\$ 15,301	\$ 15,301	\$ 1,143
Room Rentals	-	-	2,480	2,480	-
Interest - Tax Collector	-	-	456	456	-
Special Assmnts- Tax Collector	711,247	711,247	756,646	45,399	-
Special Assmnts- CDD Collected	46,523	46,523	46,523	-	42,736
Special Assmnts- Discounts	-	-	(20,277)	(20,277)	361
Other Miscellaneous Revenues	-	-	5	5	-
Pool Access Key Fee	-	-	349	349	-
TOTAL REVENUES	757,770	757,770	801,483	43,713	44,240
<u>EXPENDITURES</u>					
Administration					
P/R-Board of Supervisors	14,000	12,837	11,400	1,437	800
FICA Taxes	-	-	811	(811)	61
ProfServ-Arbitrage Rebate	1,000	1,000	-	1,000	-
ProfServ-Engineering	15,000	13,750	8,256	5,494	-
ProfServ-Legal Services	13,000	11,913	42,908	(30,995)	-
ProfServ-Mgmt Consulting Serv	102,730	94,171	94,169	2	8,561
ProfServ-Special Assessment	-	-	5,250	(5,250)	-
ProfServ-Trustee Fees	10,000	10,000	11,317	(1,317)	-
Auditing Services	3,900	3,900	3,900	-	-
Insurance - General Liability	3,025	3,025	5,750	(2,725)	-
Legal Advertising	1,800	1,650	1,757	(107)	683
Misc-Assessmnt Collection Cost	-	-	14,721	(14,721)	-
Dues, Licenses, Subscriptions	425	425	175	250	-
Total Administration	164,880	152,671	200,414	(47,743)	10,105
Public Safety					
Security Service - Sheriff	46,850	42,944	9,853	33,091	(732)
R&M-Gatehouse	492	451	309	142	-
Total Public Safety	47,342	43,395	10,162	33,233	(732)
Electric Utility Services					
Electricity - General	16,000	14,663	13,645	1,018	1,029
Electricity - Streetlighting	125,000	114,587	108,440	6,147	9,863
Electricity - Rec Center	12,250	11,231	10,921	310	824
Total Electric Utility Services	153,250	140,481	133,006	7,475	11,716

Report Date: 9/13/2019 2 **CONCORDE ESTATES**

Statement of Revenues, Expenditures and Changes in Fund Balances For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	AUG-19 ACTUAL
Water-Sewer Comb Services					
Utility - Water	110,000	100,837	98,064	2,773	3,801
Backflow Assembly Testing	750	693	2,400	(1,707)	2,400
Total Water-Sewer Comb Services	110,750	101,530	100,464	1,066	6,201
Flood Control/Stormwater Mgmt					
R&M-Aquascaping	6,312	5,786	8,837	(3,051)	865
R&M-Fountain	2,500	2,288	750	1,538	-
R&M Lake & Pond Bank	5,000	4,587	9,401	(4,814)	-
Total Flood Control/Stormwater Mgmt	13,812	12,661	18,988	(6,327)	865
Other Physical Environment					
Contracts-Landscape	151,497	138,875	103,994	34,881	12,200
Insurance - General Liability	12,158	12,158	8,561	3,597	-
R&M-Entry Feature	4,000	3,663	42	3,621	-
R&M-Irrigation	3,500	3,212	26,349	(23,137)	8,685
Landscape Replacement	10,000	9,163	14,196	(5,033)	
Annual Mulching & Tree Trimming	17,000	17,000	1,975	15,025	-
Misc-Decorative Lighting	500	462	30	432	
Misc-Holiday Decor	1,500	1,375	-	1,375	-
Total Other Physical Environment	200,155	185,908	155,147	30,761	20,885
Contingency					
Misc-Contingency	63,895	58,575	78,457	(19,882)	5,455
Total Contingency	63,895	58,575	78,457	(19,882)	5,455
Parks and Recreation - General					
Contracts-Pools	9,000	8,250	8,325	(75)	1,125
Contracts-Pest Control	2,500	2,288	697	1,591	125
Telephone/Fax/Internet Services	2,500	2,288	1,828	460	(251
R&M-Clubhouse	7,500	6,875	6,150	725	-
R&M-Fence	7,500	6,875	4,550	2,325	-
R&M-Pools	5,000	4,587	13,229	(8,642)	4,693
R&M-Fitness Equipment	3,000	2,750	5,414	(2,664)	180
R&M-Pressure Washing	500	462	4,100	(3,638)	
R&M-Parks & Facilities	2,500	2,288	28,540	(26,252)	5,240
Gatehouse Repair & Maintenance	1,250	1,144	132	1,012	
TV/Cable or Dish	852	, 781	1,026	(245)	-
Office Supplies	350	319	854	(535)	97
Clubhouse Cleaning Service G&A	750	693	2,513	(1,820)	245
Dues, Licenses, Subscriptions	675	675	776	(101)	776
Total Parks and Recreation - General	43,877	40,275	78,134	(37,859)	12,230

Report Date: 9/13/2019 3 **CONCORDE ESTATES**

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE	AR TO DATE ACTUAL	IANCE (\$) '(UNFAV)	AUG-19 CTUAL
Special Events							
Misc-Special Events	 5,000		4,587		-	4,587	
Total Special Events	 5,000		4,587		-	 4,587	 -
TOTAL EXPENDITURES	802,961		740,083		774,772	(34,689)	66,725
Excess (deficiency) of revenues	(45.404)		47.007		00 744		(00 (07)
Over (under) expenditures	 (45,191)		17,687		26,711	 9,024	 (22,485)
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(45,191)						<u>-</u>
TOTAL FINANCING SOURCES (USES)	(45,191)		-		-	-	-
Net change in fund balance	\$ (45,191)	\$	17,687	\$	26,711	\$ 9,024	\$ (22,485)
FUND BALANCE, BEGINNING (OCT 1, 2018)	1,053,814		1,053,814		1,053,814		
FUND BALANCE, ENDING	\$ 1,008,623	\$	1,071,501	\$	1,080,525		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		AUG-19 ACTUAL	
REVENUES										
Interest - Investments	\$	-	\$	-	\$	-	\$ -	\$	-	
TOTAL REVENUES		-		-		-	-		-	
EXPENDITURES										
TOTAL EXPENDITURES		-		-		-	-		-	
Excess (deficiency) of revenues Over (under) expenditures		-	-			<u>-</u>	 			
Net change in fund balance	\$	-	\$		\$		\$ 	\$	-	
FUND BALANCE, BEGINNING (OCT 1, 2018)		-		-		(7,511,083)				
FUND BALANCE, ENDING	\$		\$		\$	(7,511,083)				

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	,	ANNUAL ADOPTED BUDGET	YE	EAR TO DATE BUDGET	YE	AR TO DATE	RIANCE (\$)	 AUG-19 ACTUAL
REVENUES								
Interest - Investments	\$	-	\$	-	\$	11,931	\$ 11,931	\$ 1,036
Special Assmnts- Tax Collector		512,659		512,659		516,263	3,604	-
Special Assmnts- Prepayment		-		-		385,903	385,903	5,884
Special Assmnts- CDD Collected		-		-		25,465	25,465	23,392
Special Assmnts- Delinquent		-		-		776	776	776
Special Assmnts- Discounts		-		-		(13,884)	(13,884)	197
TOTAL REVENUES		512,659		512,659		926,454	413,795	31,285
EXPENDITURES								
Administration								
Misc-Assessmnt Collection Cost		_		_		10,044	(10,044)	_
Total Administration				-		10,044	(10,044)	
						· · · · · · · · · · · · · · · · · · ·	 	
Debt Service								
Principal Debt Retirement A-1		-		-		125,000	(125,000)	-
Principal Debt Retirement A-2		-		-		80,000	(80,000)	-
Prepayments Series A-2		-		-		365,000	(365,000)	-
Interest Expense Series A-1		-		-		201,825	(201,825)	-
Interest Expense Series A-2		-		-		127,091	(127,091)	-
DS Costs-Miscellaneous		512,659		512,659		-	 512,659	 -
Total Debt Service		512,659		512,659		898,916	 (386,257)	
TOTAL EXPENDITURES		512,659		512,659		908,960	(396,301)	-
Excess (deficiency) of revenues Over (under) expenditures		<u> </u>				17,494	 17,494	 31,285
OTHER FINANCING SOURCES (USES)								
Operating Transfers-Out		-		-		(1,480)	(1,480)	-
TOTAL FINANCING SOURCES (USES)		-		-		(1,480)	(1,480)	-
Net change in fund balance	\$		\$		\$	16,014	\$ 16,014	\$ 31,285
FUND BALANCE, BEGINNING (OCT 1, 2018)		(2,386,459)		(2,386,459)		(2,386,459)		
FUND BALANCE, ENDING	\$	(2,386,459)	\$	(2,386,459)	\$	(2,370,445)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	ANNI ADOP BUD	TED	YEAR T		TO DATE	IANCE (\$) (UNFAV)	 AUG-19 ACTUAL
REVENUES							
Interest - Investments	\$	-	\$	-	\$ 4	\$ 4	\$ -
TOTAL REVENUES		-		-	4	4	-
EXPENDITURES							
TOTAL EXPENDITURES		-		-	-	-	-
Excess (deficiency) of revenues							
Over (under) expenditures		-			 4	 4	
OTHER FINANCING SOURCES (USES)							
Interfund Transfer - In		-		-	1,480	1,480	-
TOTAL FINANCING SOURCES (USES)		-		-	1,480	1,480	-
Net change in fund balance	\$		\$		\$ 1,484	\$ 1,484	\$
FUND BALANCE, BEGINNING (OCT 1, 2018)		-		-	-		
FUND BALANCE, ENDING	\$	-	\$		\$ 1,484		

Concorde Estates Community Development District

Supporting Schedules
August 31, 2019

Non-Ad Valorem Special Assessments

Osceola County Tax Collector - Monthly Collection Report For the Fiscal Year ending September 2019

					ALLOCATI	ON BY FUND
		DISCOUNT/		GROSS	GENERAL	SERIES 2011
DATE	NET AMOUNT	(PENALTIES)	TAX	AMOUNT	FUND	GROSS
RECEIVED	RECEIVED	AMOUNT	COLLECTOR	RECEIVED	001	ASSESSMENTS
Assessment	ts Levied FY 201	9		\$1,272,909	\$756,646	\$516,263
Allocation %	,)			100.00%	59.44%	40.56%
11/09/18	8,848	505	180	9,533	5,666	3,866
11/21/18	158,420	6,736	3,233	168,389	100,094	68,295
12/07/18	694,766	29,540	14,179	738,485	438,972	299,513
12/21/18	28,540	1,038	582	30,161	17,928	12,232
01/11/19	4,287	118	87	4,492	2,670	1,822
01/11/19	42,326	1,336	864	44,526	26,467	18,059
02/13/19	25,725	554	525	26,804	15,933	10,871
02/13/19	659	21	13	693	412	281
03/08/19	23,475	242	479	24,196	14,383	9,813
04/05/19	36,851	-	752	37,603	22,352	15,251
04/09/19	4,885	-	100	4,985	2,963	2,022
05/09/19	556	-	11	568	338	230
05/09/19	19,282	(471)	394	19,205	11,416	7,789
06/21/19	11,939	(355)	244	11,828	7,031	4,797
06/21/19	152,866	(4,543)	3,120	151,443	90,021	61,422
TOTAL	\$ 1,213,426	\$ 34,719	\$ 24,764	\$ 1,272,908	\$ 756,646	\$ 516,263
_						
% Collected				100%	100%	100%
TOTAL OUT	TSTANDING			\$ 0	\$ 0	\$ 0

Cash and Investment Report

August 31, 2019

ACCOUNT NAME	MATURITY	BANK NAME	YIELD	<u>B</u>	ALANCE
GENERAL FUND					
Checking Account - Operating		Bank United	0.00%	\$	191,379
			Subtotal	\$	191,379
Money Market		Bank United	1.75%	\$	886,339
				\$	886,339
DEBT SERVICE FUNDS					
Series 2011 Prepayment Account B		US Bank			687 (1)
Series 2011 Prepayment Fund (A-2)		US Bank			105,903 (1)
Series 2011 Reserve Fund (A-1)		US Bank			322,813 (1)
Series 2011 Revenue Fund (A-1)		US Bank			160,148 (1)
Series 2011 Revenue Fund (A-2)		US Bank			51,504 (1)
Series 2011 Revenue Fund B		US Bank			31 (1)
Series 2017 Revenue Fund B		US Bank			1,484 (1)
			Subtotal	\$	642,570
			Total	\$	1,720,288

NOTE 1 - Invested in Fidelity Govt Portfolio

Payment Register by Bank Account

For the Period from 8/1/19 to 8/31/19 (Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
BANK UN	ITED - GF	CHECKING - (ACCT#XXXXX6364)					
CHECK # 52	34						
08/01/19	Vendor	INFRAMARK, LLC	42942	JULY MANAGEMENT SRVCS	ADMIN SERVICES	001-531027-51201	\$4,773.33
08/01/19	Vendor	INFRAMARK, LLC	42942	JULY MANAGEMENT SRVCS	AMENITY MANAGER	001-531027-51201	\$3,787.50
08/01/19	Vendor	INFRAMARK, LLC	42942	JULY MANAGEMENT SRVCS	WO#015104 & 015045	001-549900-57201	\$1,321.00
08/01/19	Vendor	INFRAMARK, LLC	42942	JULY MANAGEMENT SRVCS	WO# 0151046	001-549900-57201	\$1,040.00
08/01/19	Vendor	INFRAMARK, LLC	42942	JULY MANAGEMENT SRVCS	COPIES	001-549900-57201	\$134.60
08/01/19	Vendor	INFRAMARK, LLC	42942	JULY MANAGEMENT SRVCS	POSTAGE	001-549900-57201	\$10.00
08/01/19	Vendor	INFRAMARK, LLC	42942	JULY MANAGEMENT SRVCS	SUPPLIES	001-549900-57201	\$679.02
08/01/19	Vendor	INFRAMARK, LLC	42942	JULY MANAGEMENT SRVCS	SUPPLIES	001-549900-57201	\$510.43
						Check Total	\$12,255.88
CHECK # 52	35						
08/06/19	Vendor	BOYD CIVIL ENGINEERING, INC.	02365	JULY GEN ENGINEERING	ProfServ-Engineering	001-531013-51501	\$1,623.14
						Check Total	\$1,623.14
CHECK # 52							
08/08/19	Vendor	FLORIDA QUALITY FENCE LLC	1017	CHAIN LINK FENCE	R&M-Fence	001-546025-57201	\$4,550.00
						Check Total	\$4,550.00
CHECK # 52 : 08/08/19	37 Vendor	YOUNG QUALLS, P.A.	15817	JULY GEN COUNSEL	ProfServ-Legal Services	001-531023-51401	\$6.887.75
00/00/13	VOIIGOI	100110 001120,1 .7.	10017	OCT OCH COUNCE	1 Totodiv Edgar dervices	Check Total	\$6,887.75
CHECK # 52	38					Check Total	\$0,887.73
08/15/19	Vendor	CHURCHILL GROUP HOLDINGS	19275	POOL ADA LIFT BTTRY	R&M-Pools	001-546074-57201	\$399.00
						Check Total	\$399.00
CHECK # 52							A.A
08/15/19	Vendor	EXERCISE SYSTEMS	045754	RPR MLT-STN & TRDMILL	R&M-Fitness Equipment	001-546115-57201	\$105.00
						Check Total	\$105.00

Payment Register by Bank Account

For the Period from 8/1/19 to 8/31/19 (Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 524	40						
08/15/19	Vendor	SAMMY LEE ROMAN	3019	AUG PEST CONTROL	Contracts-Pest Control	001-534125-57201	\$125.00
						Check Total	\$125.00
CHECK # 524	41						
08/15/19	Vendor	CAPITAL LAND MANAGEMENT CORP	205795	7/18 IRRIGATION RPRS	R&M-Irrigation	001-546041-53908	\$1,004.00
						Check Total	\$1,004.00
CHECK # 524							
08/16/19	Vendor	OSCEOLA COUNTY SHERIFF'S OFFICE	49803	6/9-6/12 SECURITY PATROL	Security Service- Sheriff	001-534365-52001	\$312.00
08/16/19	Vendor	OSCEOLA COUNTY SHERIFF'S OFFICE	49853	6/25 SECURITY PATROL	Security Service- Sheriff	001-534365-52001	\$156.00
						Check Total	\$468.00
CHECK # 524							
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	ADMIN FEE	001-531027-51201	\$4,773.33
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	AMENITY MNGR	001-531027-51201	\$3,787.50
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	WO 0151043, 20 015049	001-549900-57201	\$2,645.00
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	WO 0151047, 20 0151048	001-549900-57201	\$1,880.00
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	COPIES	001-549900-57201	\$118.50
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	POSTAGE	001-549900-57201	\$8.65
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	POOL PERMIT	001-554020-57201	\$776.25
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	OFFICE SUPPLIES	001-551002-57201	\$97.32
08/22/19	Vendor	INFRAMARK, LLC	43660	AUG MANAGEMENT FEES	FIELD SUPPLIES	001-549900-57201	\$802.91
						Check Total	\$14,889.46
CHECK # 524			40007	INICTALL NEW PLINE FINAL	DOM Develo	004 540074 57004	#4.040.00
08/27/19	Vendor	CHURCHILL GROUP HOLDINGS	19297	INSTALL NEW PUMP-FINAL	R&M-Pools	001-546074-57201	\$4,049.00
08/27/19	Vendor	CHURCHILL GROUP HOLDINGS	10494	CHEMICALS	R&M-Pools	001-546074-57201	\$67.35
CHECK # 524	45					Check Total	\$4,116.35
08/27/19	Vendor	EXERCISE SYSTEMS	23926	8/8/19 QTRLY MAINT FITNESS CNTR	R&M-Fitness Equipment	001-546115-57201	\$180.00
	. 3					Check Total	\$180.00
						Crieck Total	\$10U.UU

Payment Register by Bank Account

For the Period from 8/1/19 to 8/31/19 (Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 52	46						
08/27/19	Vendor	BRIGHT HOUSE NETWORKS	026041204080919	8/8-9/7/19 0050260412-04	Telephone/Fax/Internet Services	001-541009-57201	\$129.29
						Check Total	\$129.29
CHECK # 52	48						
08/27/19	Vendor	ANAGO OF ORLANDO	57115 REVISED	JUNE JANITORIAL SRVC	Cleaning Supplies	001-552082-57201	\$245.00
08/27/19	Vendor	ANAGO OF ORLANDO	57939	AUG JANITORIAL SRVC	Cleaning Supplies	001-552082-57201	\$245.00
08/27/19	Vendor	ANAGO OF ORLANDO	57593	JULY JANITORIAL SRVC	Cleaning Supplies	001-552082-57201	\$245.00
						Check Total	\$735.00
CHECK # 52							
08/27/19	Vendor	CAPITAL LAND MANAGEMENT CORP	205772	7/5/19 IRRIG RPRS	R&M-Irrigation	001-546041-53908	\$7,885.00
011501/ // 50						Check Total	\$7,885.00
CHECK # 52 : 08/27/19	Vendor	WASTE PRO - ORLANDO	0000989825	8/5 20 YD WASTE CONTAINER	R&M-Parks & Facilities	001-546225-57201	\$465.00
						Check Total	\$465.00
CHECK # 52	51					Oncor rotar	ψ+00.00
08/27/19	Vendor	A-Z BACKFLOW, INC.	19-401	6/21 BACKFLOW PRVNTRS	Backflow Assembly Testing	001-546375-53601	\$1,700.00
08/27/19	Vendor	A-Z BACKFLOW, INC.	19-240	BACKFLOW TESTING	Backflow Assembly Testing	001-546375-53601	\$700.00
						Check Total	\$2,400.00
CHECK # 52	52						
08/29/19	Employee	BASAM M. ALLI	PAYROLL	August 29, 2019 Payroll Posting			\$184.70
						Check Total	\$184.70
CHECK # 52	53						
08/29/19	Employee	VICTOR CRUZ	PAYROLL	August 29, 2019 Payroll Posting			\$164.70
						Check Total	\$164.70
CHECK # 52							410:
08/29/19	Employee	MICHAEL A. BARBUCK	PAYROLL	August 29, 2019 Payroll Posting		_	\$184.70
						Check Total	\$184.70

Payment Register by Bank Account

For the Period from 8/1/19 to 8/31/19 (Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 52	55						
08/29/19	Employee	CESAR A. GOYETCHE	PAYROLL	August 29, 2019 Payroll Posting			\$184.70
						Check Total	\$184.70
ACH #DD148	В						
08/12/19	Vendor	KUA - ACH	072519 ACH	06/18-07/18/19 UTILITY SRVCS	Electricity - Rec Center	001-543040-53100	\$916.00
8/12/19	Vendor	KUA - ACH	072519 ACH	06/18-07/18/19 UTILITY SRVCS	Electricity - Streetlighting	001-543013-53100	\$5,547.04
8/12/19	Vendor	KUA - ACH	072519 ACH	06/18-07/18/19 UTILITY SRVCS	Electricity - General	001-543006-53100	\$1,367.52
"						ACH Total	\$7,830.56
ACH #DD14 9 8/14/19	y Vendor	TOHO WATER AUTHORITY - ACH	071519 ACH	6/15-7/15/19 UTILITY SRVCS	Utiltiy-Water	001-543018-53601	\$7,050.76
					•	ACH Total	\$7,050.76
CH #DD152	2						
8/24/19	Vendor	KUA - ACH	080619 ACH	7/10-8/9/19 ELEC ACH	Electricity - Streetlighting	001-543013-53100	\$4,317.15
8/24/19	Vendor	KUA - ACH	080619 ACH	7/10-8/9/19 ELEC ACH	Electricity - General	001-543006-53100	\$11.36
						ACH Total	\$4,328.51
						Account Total	\$78,146.50
		- (ACCT#XXXXX6402)					
CHECK # 63 08/07/19	Vendor	CONCORDE ESTATES CDD	080519	TRNFR BU MM TO CK	Cash with Fiscal Agent	103000	\$75,000.00
						Check Total	\$75,000.00
						Account Total	\$75,000.00
						Total Amount Paid	\$153,146.50

Notes to the Financial Statements August 31, 2019

Financial Overview / Highlights

- Assessments receivable includes outstanding assessments due in FY 2019 and prior years.
- ► Prepaid Items-Trustee services for series 2011.
- ▶ Due To/From Other Funds-Assessments were transferred between funds in September.
- ▶ Revenue Bonds Payable-Current represents series 2004 and 2011B matured principal and accrued interest.

Variance Analysis

Account Name	YTD Budget	YTD Actual	% of Budget	Explanation		
Expenditures						
<u>Administrative</u>						
FICA Taxes	\$0	\$811		Payroll taxes.		
ProfServ-Legal Services	\$13,000	\$42,908	330%	Young Qualls provides general matter services including assessment collection matters from Avex Homes.		
ProfServ-Special Assessment	\$0	\$5,250		Special assessment roll services for FY 2019 provided by Rizzetta.		
ProfServ-Trustee Fees	\$10,000	\$11,317	113%	Series 2011 and 2017 trustee services provided by U.S. Bank.		
Insurance-General Liability	\$3,025	\$5,750	190%	EGIS general liability and public officials insurance.		
Legal Advertising Miscellaneous-Assessment Collection Cost	\$1,800 \$0	\$1,757 \$14,721	98%	Orlando Sentinal meeting and rfp notifications. Tax collector commission withheld from assessment distributions.		
Water-Sewer Comb Services						
Backflow Assembly Testing	\$750	\$2,400	320%	AZ backflow testing and preventers.		
Flood Control/Stormwater Mgmt						
R&M-Aquascaping	\$6,312	\$8,837	140%	Includes monthly aquatic maintenance by Sitex Aquatics.		
R&M-Lake and Pond Bank	\$5,000	\$9,401	188%	Includes stormwater maintenance and aquatic plants.		
Other Physical Environment						
R&M-Irrigation	\$3,500	\$26,349	753%	Various irrigation repairs by Duval Landscape Maint.		
Landscape Replacement	\$10,000	\$14,196	142%	Landscape enhancement service provided by Capital Land Management.		

Notes to the Financial Statements *August 31, 2019*

Account Name	YTD Budget	YTD Actual	% of Budget	Explanation
<u>Contingency</u>				
MiscContingency	\$63,895	\$78,457	123%	Includes reserve study final payment, stop payment fees, misc. field jobs (Inframark), bush hog (\$7,400), furniture purchase and repair, asphalt repairs, land survey, methodology report and camera installation.
Parks and Recreation				
Contracts-Pools	\$9,000	\$8,325	93%	Churchill Group Holdings. Five visits in August.
R&M-Pools	\$5,000	\$13,229	265%	Pool chemicals, new pump installation, ADA lift battery and incidentals repairs.
R&M-Fitness Equipment	\$3,000	\$5,414	180%	New elliptical trainer and various equipment repairs.
R&M-Pressure Washing	\$500	\$4,100	820%	Pressure washing services provided by Inframark.
R&M-Parks and Facilities	\$2,500	\$28,540	1142%	Volleyball court repair.
TV-Cable or Dish	\$852	\$1,026	120%	District switched from Direct TV to Bright House.
Office Supplies	\$350	\$854	244%	Inframark reimbursement.
Clubhouse Cleaning Service G&A	\$750	\$2,513	335%	Amenity cleaning services provided by Cleanwel, Inc. and cleaning supplies.
Dues, Licenses, Subscriptions	\$675	\$776	115%	Pool permits.

7B



LLS Tax Solutions 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534 Telephone: 850-754-0311 Email: liscott@llstax.com

August 27, 2019

Concorde Estates Community Development District c/o Inframark Infrastructure Management Services 210 N. University Drive, Suite 702 Coral Springs, Florida 33071

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Concorde Estates Community Development District ("Client") for the following bond issues. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

• \$4,145,000 Concorde Estates Community Development District Capital Improvement Revenue Refunding Bonds, Series 2011A-1

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting

position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years ended July 13, 2019, July 13, 2020, and July 13, 2021 is \$1,800, which is \$600 each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours, LLS Tax Solutions Inc.	AGREED AND ACCEPTED: Concorde Estates Community Development District			
	By:			
By: Linda L. Scott	Print Name			
Linda L. Scott, CPA	Title			
	Date:			



LLS Tax Solutions 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534 Telephone: 850-754-0311

Email: liscott@llstax.com

August 27, 2019

Concorde Estates Community Development District c/o Inframark Infrastructure Services 210 N. University Drive, Suite 702 Coral Springs, Florida 33071

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Concorde Estates Community Development District ("Client") for the following bond issues. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

• \$2,294,444.75 Concorde Estates Community Development District Capital Improvement Revenue Refunding Bonds, Series 2011A-2 and \$5,152,065.80 Concorde Estates Community Development District Capital Improvement Revenue Refunding Bonds, Series 2011B

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for

review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years ended July 13, 2019, July 13, 2020, and July 13, 2021 is \$1,800, which is \$600 each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours, LLS Tax Solutions Inc.	AGREED AND ACCEPTED: Concorde Estates Community Development District			
	Ву:			
By: <u>Linda L. Scott</u>	Print Name			
Linda L. Scott, CPA	Title			
	Date:			

7C.



September 12, 2019

Board of Supervisors Concorde Estates Community Development District 210 N. University Drive, Suite 702 Coral Springs, FL 33071

The following represents our understanding of the services we will provide *Concorde Estates Community Development District*.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of *Concorde Estates Community Development District*, as of September 30, 2019, and for the year then ended and the related notes to the financial statements, which collectively comprise *Concorde Estates Community Development District*'s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Concorde Estates Community Development District*'s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of the audit, we will assist preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have accepted responsibility for them.

With respect to any nonattest services we perform, such as drafting the financial statements, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The engagement is limited to the drafting of financial statements as previously outlined. Our firm, it its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of *Concorde Estates Community Development District's* basic financial statements. Our report will be addressed to the governing body of *Concorde Estates Community Development District*. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

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

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in December 2019 and the audit reports and all corresponding reports will be issued no later than May 31, 2020.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis & Company, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$4,000 for the year ended September 30, 2019, inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Concorde Estates Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for one additional year subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *Concorde Estates Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Public Records

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

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 954-753-5841, SANDRA.DEMARCO@INFRAMARK.COM, OR AT 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant
 and relevant to those charged with governance regarding their oversight of the financial reporting
 process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis & Company, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis & Company, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

McDirmit Davis & Company, LLC
Orlando, FL

RESPONSE:
This letter correctly sets forth our understanding.
Concorde Estates Community Development District
Acknowledged and agreed on behalf of Concorde Estates Community Development District by:
Title:
Title.
Date:

Report on the Firm's System of Quality Control

October 13, 2017

To the Owners of McDirmit Davis & Company, LLC And the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis & Company, LLC (the firm) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act and an audit of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

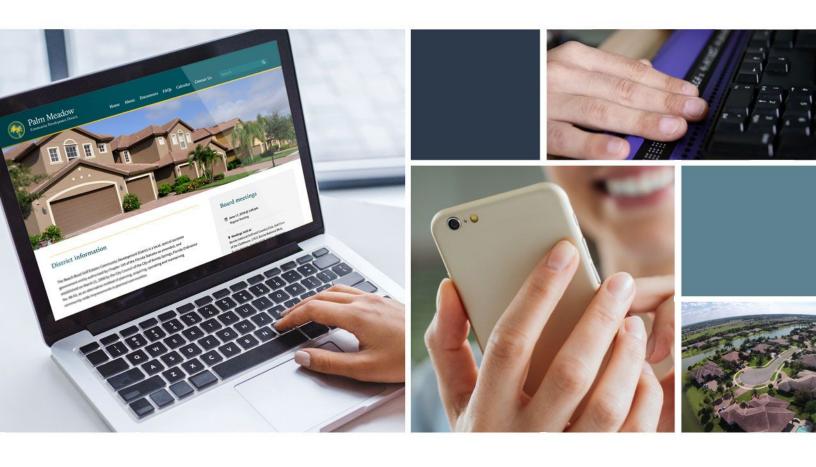
Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis & Company, LLC in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDirmit Davis & Company, LLC has received a peer review rating of *pass*.

Gregory, Sharer & Stuart, P.A.

LA. Shows + Street, P.A.

7D.



Keeping your community informed. And you compliant.

Concorde Estates Community Development District

Proposal date: 2019-08-28

Proposal ID: KNHHR-Z6SDF-7LZM9-FFEYA

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FAQs	6
Statement of work	7-8
Torms and conditions	0 11



Ted Saul

Director - Digital Communication

○ Certified Specialist



Pricing

Effective date: 2019-09-25

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents	1	\$2,075.00
 Migration website pages and present on a staged website for approval Initial PDF Accessibility Compliance Service for 1500 pages of remediation 		

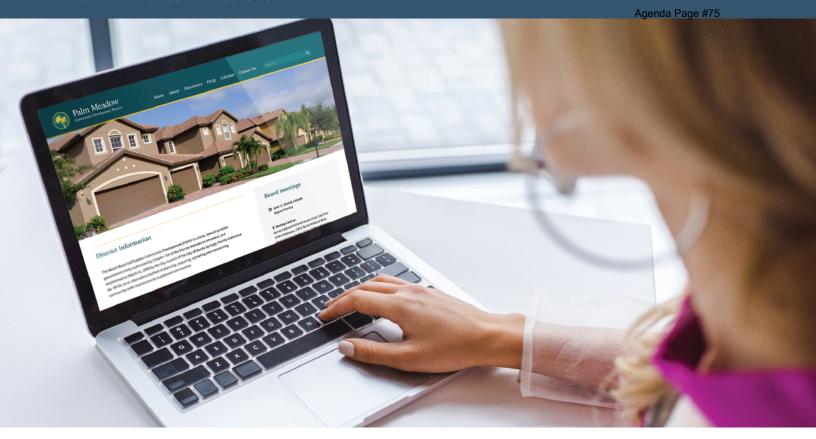
Annual ongoing services	Quantity	Subtota
Website services	1	615.00
 Hosting, support and training for users Website management tools to make updates Secure certification (https) Monthly accessibility site reporting, monitoring and error corrections 		
Ongoing PDF Accessibility Compliance Service	750*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

^{*}Maximum PDF pages per 12 month period



\$3,627.50

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.

Exhibit A

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 new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;*
 - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 - 3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload 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

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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 2019-09-25, between the Concorde Estates Community Development District, whose mailing address is 313 Campus Street, Celebration, FL 34747 (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 as Exhibit A.
- **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 \$2,075.00 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 an annual payment of \$1,552.50 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 an 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.

REGULAR MAIL AT		
	, OR BY EMAIL AT	, OR BY
RELATING TO THIS AGRE	EMENT, CONTACT THE CUSTODIAN	N OF PUBLIC RECORDS AT
FLORIDA STATUTES, TO	THE CONTRACTOR'S DUTY TO PROV	VIDE PUBLIC RECORDS
IF THE CONTRACTOR HA	S QUESTIONS REGARDING THE APP	PLICATION OF CHAPTER 119,

- **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. d/b/a Campus Suite	Concorde Estates Community Development District
Steve Williams Date VP of Marketing	Print name Date

(URL: https://www.stevensplantationcdd.org/) Website Type: Small

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	V8 Joshi, Kristen T
January 10th, 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









Your website gets 2 Compliance Seals

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

(* Human Audit Contract required. Please email contact@vglobaltech.com for audit proposal)





VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 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 https://vglobaltech.com/website-compliance/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 do not include 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 http://vglobaltech.com/website-compliance/ 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.

2.1.5 Web Content Accessibility Guidelines (WCAG)

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 for ADA and WCAG compliance requirements – 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 VGlobalTech's ADA Compliance Seal (valid for 1 year only)
7.	Web Design Total: \$3250/- (one time)

3.2 ADA Compliance Monthly Maintenance and Hosting

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

The Annual Maintenance <u>DOES NOT</u> include the quarterly audits proposed in the previous section.

Maintenance contract is required to receive VGlobalTech's proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Assist with ADA Website Compliance tasks for current / new website on an ongoing basis – All new webpages and content that is put on the website – Customer must notify what updates are made (content shall be uploaded by client, VGlobalTech shall provide feedback on the content ADA requirements – This is as per customers' request. Please contact VGlobalTech if a full maintenance, including content upload is required)
2.	
	many documents you can convert using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
	Monthly Maintenance: (starts after initial compliance engagement quoted above is complete):
	\$1000 /- (annually – can be broken into equal monthly charges)
	*support beyond 8 hrs / month shall be billed at \$55 / hr separately **Annual maintenance can be broken up into smaller monthly bills.
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:
	\$600 / year
	Total Maintenance and Hosting: \$1600 / year

3.3 Quarterly Technical and Human Audit

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: https://vglobaltech.com/website-compliance/

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 Technical and Human Audits:

\$1200 / Four Audits per Year

(paid as a onetime fee) (Seals renewed every quarter) (Audits are conducted by VGlobalTech and LightHouse Agency together)

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.

4.0 Proposal Acceptance:

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.

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
VB Joshi For VGlobalTech Date

5.0 References:

ADA Best Practices Tool Kit for State and Local Governments: https://www.ada.gov/pcatoolkit/chap5toolkit.htm

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section* https://www.ada.gov/websites2.htm

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

Web Content Accessibility Guidelines (WCAG) https://www.w3.org/TR/WCAG21/

VGlobalTech Web Content Accessibility Implementation and Checkpoints: http://vglobaltech.com/website-compliance/









intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

7E.



QUOTE MEMO

August 18, 2019

QUOTE

COMING FROM:

Enhanced Business Solutions

3005 Siesta View Dr. Kissimmee, FL 34744

(407) 633-9557

GOING TO:

Concorde Estate

Kissimmee Fl

OMPLETED BY: A. Torres

TERMS: Half on Acceptance

Half upon Completion

ITEM #	DESCRIPTION/COMMENTS	Qty	Ar	nount Due
Pool pump area	Remove all old debris plumbing / old pool motor			
	Relevel ground from bush removal			
	Remove mulch			
	Install 80 bags of concrete gravel			
	Remove tree that is standing up right			
	Reinforce wood around rainsoft panel			
	Reinforce wood holding electric panel			
	Install new privacy screen around entire pool 4 feet			
	To include splash pad			
	Pressure wash back wall leading to trash cans			
	Touch up paint back wall spots			
Invoice includes all labo	or,rentals and debris removal			
Project length 2 days			\$	2,700.00

MEMO / NOTES:

Work will include pre and post-work inspection with electronic photographs sent to appropriate parties. The fees paid will include all other expenses to include but not limited to: permits, authorizations and disposal fees.

APPROVED BY:

S. ESPAILLAT

Victor Cruz
Victor Cruz
Chairman
Concorde Estates CDD

08/20/2019

August	
August	
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