

Brightshore Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901
www.brightshorecdd.com

The meeting of the Board of Supervisors of the **Brightshore Community Development District** will be held **Monday, May 11, 2026, at 2:00 p.m. at** Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105. The agenda is as follows:

BOARD OF SUPERVISORS' MEETING AGENDA

1. **Call to Order & Roll Call**
2. **Public Comment Period**
3. **General District Items**
 - Consideration of the Following Organizational Matters:
 - A. Proof of Publication Exhibit 1
4. **Organizational Matters**
 - Consideration of the Following Organizational Matters:
 - A. Board of Supervisors Meeting Minutes
 - 1. March 10, 2025 Exhibit 2
 - 2. April 29, 2025 Exhibit 3
 - 3. May 21, 2025 Exhibit 4
 - 4. August 11, 2025 Exhibit 5
 - 5. September 8, 2025 Exhibit 6
 - 6. October 13, 2025 Exhibit 7
 - 7. November 10, 2025 Exhibit 8
 - 8. January 12, 2026 Exhibit 9
 - 9. February 9, 2026 Exhibit 10
 - 10. March 9, 2026 Exhibit 11
 - 11. April 13, 2026 Exhibit 12
 - B. Consideration of Resolution 2026-04, Updated Board of Supervisors Slate of Officers Exhibit 13
5. **Administrative Matters**
 - Consideration of the Following Administrative Matters:
 - A. Consideration of Termination of the Construction Project Management Personnel Leasing Agreement with Peninsula Improvement Corporation Exhibit 14
 - B. Consideration of Construction Project Management Personnel Leasing Agreement with Peninsula Construction Exhibit 15
 - C. Consideration of Assignment of Agreement to Provide Potable Water, Wastewater and Irrigation Water Utility Services and First Amendment Exhibit 16

- D. Consideration of form of Easement Encroachment Agreement for builder irrigation items Exhibit 17
- E. Consideration of Commercial Excavation Agreement Exhibit 18
- F. Consideration of Excess Fill Donation Letter Agreement Exhibit 19
- G. Consideration of Change Order #1 with South Florida Excavation for Earthwork and Roadway Construction Exhibit 20
- 6. Budgetary Matters**
 - Consideration of the Following Budgetary Matters:
 - A. Consideration of Resolution 2026-05, Approving a Preliminary Budget for Fiscal Year 2027, and Setting a Public Hearing Date for Final Adoption Exhibit 21
 - B. Consideration of Financial Statements through April 30, 2026 Exhibit 22
- 7. Construction Matters**
 - Consideration of the Following Construction Matters:
 - A. None to be considered this time:
- 8. Financing Matters**
 - Consideration of the Following Financing Matters:
 - A. None to be considered this time:
- 9. Other Business**
 - Staff Reports
 - A. District Manager
 - 1. Supervisor of Elections – Brightshore CDD Registered Voter Notice Exhibit 23
 - 2. Form 1 Submission by July 1, 2026
 - 3. Audit Update
 - B. District Legal Counsel
 - C. District Engineer
- 10. Board Members' Comments/ Requests**
- 11. Public Comments**
- 12. Adjournment**





Brightshore Community Development District

General District Items

Proof of Publication



Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Stephanie Martinez-Gonzalez, who on oath says that he or she is a Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, Brightshore CDD Notice of Regular Board of Supervisors Meeting May 11, 2026 was published on the publicly accessible website <https://notices.collierclerk.com> as designated by Collier County, Florida on 05/04/2026 until 05/05/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.

By: *[Handwritten Signature]*

(Affiant Signature)

Stephanie Martinez

(Affiant Printed Name)

Sworn to and subscribed before me this 05/05/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller

[Handwritten Signature]
(Deputy Clerk Signature)

Martha Vergara

(Deputy Clerk Printed Name)

5/5/2026
Date

**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING**

Notice is hereby given that the Board of Supervisors (the "Board") of the Brightshore Community Development District will hold a regular meeting of the Board on Monday, May 11, 2026 at 2:00 p.m. at the offices of Barron Collier Companies, 2600 Golden Gate Parkway, Naples, FL 34105.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 707 Orchid Drive, Suite 100, Naples, Florida 34102, during normal business hours.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 269-1341, at least forty-eight (48) hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

District Manager
www.brightshorecdd.com



Brightshore Community Development District

Organizational Matters

A. Board of Supervisors Meeting Minutes

1. March 10, 2025
2. April 29, 2025
3. May 21, 2025
4. August 11, 2025
5. September 8, 2025
6. October 13, 2025
7. November 10, 2025
8. January 12, 2026
9. February 9, 2026
10. March 9, 2026
11. April 13, 2026

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

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6 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
7 **BOARD OF SUPERVISORS' MEETING**
8 **Friday, March 10, 2025**
9 **Barron Collier Companies Offices**
10 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
11 **2:00 p.m.**

12
13 Board Members present at roll call:

14
15 Nick Casalanguida Chairperson
16 Cee Cee Marinelli Vice Chairperson
17 Amy Qunell Assistant Secretary
18 Amanda Maurizi Assistant Secretary
19 David Hurst Assistant Secretary

20
21 Also present were:

22
23 Russ Weyer Real Estate Econometrics, Inc.
24 Ted Tryka LJA Engineering
25 Alyssa Willson Kutak Rock, P.A.
26 Matt Grabinski Coleman, Yovanovich & Koester, P.A.

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29 **FIRST ORDER OF BUSINESS**

Organizational Matters

Call to Order and Roll Call

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33 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
34 Supervisors to order at 2:04 p.m. and roll call was initiated. A quorum was established with the
35 attendance of Board Members outlined above. Others in attendance or via speaker phone are
36 also listed above.

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39 **Public Comment Period**

40
41 There were no public comments at this time.

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44 **SECOND ORDER OF BUSINESS**

General District Matters

Affidavit of Publication

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47
48 Mr. Weyer noted the Affidavit of Publication.

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2 **THIRD ORDER OF BUSINESS**

Organizational Matters

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4 **Consideration of Integra Realty Proposal**

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6 Mr. Weyer noted this is a report, not a proposal. The Board can approve in substantial form at
7 this time.

8
9 Mr. Casalanguida noted there were some areas of acreage from the appraiser that need to be
10 corrected.

11
12
13 ON MOTION by Mr. Casalanguida, seconded by Ms. Qunell, with all in favor, the Board approved
14 the Integra Realty Proposal, in substantial form, with the corrections noted.
15

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18 **Consideration of Immokalee Road Turn**
19 **Lane Project – Promissory Note**
20

21 Ms. Willson gave an overview of the promissory note. It was noted that Peninsula Improvement
22 Corporation will provide the funds to the District in order to complete this project prior to the
23 issuance of the bond. Once the bond is issued, the District will issue a reimbursement to the
24 Peninsula Improvement Corporation.

25
26 There was brief discussion regarding the process of reimbursement. It was noted the invoices will
27 come in over a period of three months and payment will be made as each invoice is received.

28
29 It was noted this is a zero interest note.

30
31 There was brief discussion regarding using the donations from the builders to pay the interest,
32 should any incur. A modified note will come before the Board to include interest from other sources
33 other than tax exempt bonds.

34
35 Ms. Willson recommended having a modified Construction Funding Agreement that will include
36 the invoicing process and more details regarding repayment.

37
38 This will be brought back to the Board for ratification.
39

40
41 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
42 the Immokalee Road Turn Lane Project – Promissory Note, with the modifications noted, and
43 authorized the Chair to have final execution.
44

1 **Consideration of Grant of Third Party**
2 **Rights to Army Corps of Engineers**

3
4 Mr. Grabinski gave an overview. It was noted the original easement agreement did not include
5 this grant. This document will be supplemental to the easement agreement.

6
7 This will be brought back to the Board for ratification.
8

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10 ON MOTION by Mr. Casalanguida, seconded by Ms. Qunell, with all in favor, the Board approved
11 the Grant of Third Party Rights to Army Corps of Engineers, in substantial form, and authorized
12 the Chair to have final execution.
13

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16 **Consideration of the Panther**
17 **Conservation Easement Draft**

18
19 Mr. Grabinski gave an overview and noted this is an additional easement needed related to
20 panther mitigation.

21
22 There was brief discussion regarding the corrections needed.

23
24 This will be brought back to the Board for ratification.
25

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27 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
28 the Panther Conservation Easement Draft, in substantial form, and authorized the Chair to have
29 final execution.
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33 **FOURTH ORDER OF BUSINESS**

Budgetary Matters

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35 **Consideration of the February 28, 2025,**
36 **Financial Statements**

37
38 Mr. Weyer gave an overview and noted the off-roll assessments are currently at \$72,000.00, with
39 the expenditures at \$36,000.00.
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42 ON MOTION by Ms. Maurizi, seconded by Ms. Qunell, with all in favor, the Board accepted the
43 February 28, 2025, Financial Statements.
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FIFTH ORDER OF BUSINESS

Financing Matters

Update on Financing Plan, Timeline and Assessments

There was no update at this time.

SIXTH ORDER OF BUSINESS

Other Business

Staff Reports

District Manager – Mr. Weyer noted he is working with the POA on delegating responsibilities.

District Counsel – Ms. Willson will continue with District Staff on construction and financing matters.

District Engineer – Mr. Tryka noted that the Engineering Report draft will be out this week for review. Everything is on track to receive the bids.

Board Members' Comments/Requests

There were no comments or requests at this time.

Public Comments

There were no public comments at this time.

SEVENTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

On MOTION by Mr. Casalanguida, seconded by Ms. Maurizi and Ms. Qunell, with all in favor, the March 10, 2025, Board of Supervisors' Meeting of the Brightshore Community Development District was adjourned at 1:31 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Tuesday, April 29, 2025**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

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12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Cee Cee Marinelli Vice Chairperson
16 Amy Qunell Assistant Secretary
17 Amanda Maurizi Assistant Secretary
18 David Hurst Assistant Secretary

19
20 Also present were:

21
22 Russ Weyer Real Estate Econometrics, Inc.
23 Ted Tryka LJA Engineering
24 Kristina Johnson Barron Collier Companies
25 Alyssa Willson Kutak Rock, P.A.

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28 **FIRST ORDER OF BUSINESS**

General District Items

29
30 **Call to Order/Roll Call**

31
32 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
33 Supervisors to order at 2:00 p.m. and roll call was initiated. A quorum was established with the
34 attendance of Board Members outlined above. Others in attendance or via speaker phone are
35 also listed above.

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38 **Public Comment Period**

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40 There were no public comments at this time.

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43 **Affidavit of Publication**

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45 Mr. Weyer noted the Affidavit of Publication.

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48 **SECOND ORDER OF BUSINESS**

Organizational Matters

**Ratification of Hogan Farms –
Brightshore CDD License Agreement**

Mr. Weyer noted this was previously approved and this is solely for ratification.

There was brief discussion regarding the contract duration.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board ratified the Hogan Farms Brightshore CDD License Agreement.

THIRD ORDER OF BUSINESS

Budgetary Matters

**Consideration of the March 31, 2025,
Financial Statements**

Mr. Weyer reviewed the financial statements, including cash flow, expenditures, year to date budget, and balance sheet.

There was brief discussion regarding the miscellaneous expenses. It was noted the appraisal went under this line item.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved the March 31, 2025, Financial Statements.

FOURTH ORDER OF BUSINESS

Construction Matters

**Consideration of Immokalee Road Turn
Lane Change Order**

Mr. Tryka gave an overview of the change order and noted it is for additional sod that was not in the original bid. The cost of the change order is \$40,000.00.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board approved the Immokalee Road Turn Lane Change Order.

1 Peninsula Engineering/Brightshore
2 Construction Funding Agreement
3 • Consideration of Interest Rate
4 Memo

5 Ms. Willson gave an overview of the agreement and promissory note schedule. This agreement
6 is to start construction.

7
8 Mr. Casalanguida requested a monthly report on outstanding interest and funds.

9
10 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
11 the Peninsula Engineering/Brightshore Construction Funding Agreement and approved the
12 Interest Rate Memo with an interest rate of 8%.
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16 Immokalee Road Round-a-bout
17 Procurement Request
18

19 Ms. Johnson gave an overview of the procurement request and round-a-bout. She noted the
20 members of the Evaluation Committee and evaluation criteria will be the same as previous
21 meetings. The RFP package will be ready for pickup by May 23rd.

22
23 Mr. Hurst requested that graphics or photos be provided for future requests.
24

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26 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
27 the Immokalee Road Round-a-bout Procurement Request.
28

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31 Evaluation Committee Recommendation
32 for Earthwork and Paving
33

34 Mr. Tryka gave an overview of the bids received and evaluation criteria. It was noted that bidders
35 could bid the entire project or split into two major categories: earthwork and paving, or
36 underground drainage and utilities. There were no bids for the entire project. Four bids were
37 received for earthwork and paving. The recommendation for the earthwork and paving bid is
38 South Florida Excavation.

39
40 There was discussion regarding the bid prices and scope of work.
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43 ON MOTION by Mr. Casalanguida, seconded by Ms. Qunell, with all in favor, the Board approved
44 the Evaluation Committee Recommendation for Earthwork and Paving and approved South
45 Florida Excavation to be selected as the lowest qualified bidder.
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**Evaluation Committee Recommendation
for Utility and Drainage**

Mr. Tryka gave an overview of the bids received and evaluation criteria. Two bids were received for utility and drainage. The recommendation for the utility and drainage bid is Jensen Underground Utilities. It was noted they were the lowest bidder.

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ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board approved Evaluation Committee Recommendation for Utility and Drainage and approved Jensen Underground Utilities to be selected as the lowest qualified bidder.

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There was discussion regarding purchasing materials directly to save money. It was noted this will have to be discussed with the contractors and the District will have to meet statutory requirements. District Staff will follow up.

There was brief discussion regarding the security of the material on site.

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**Resolution 2025-2 Awarding Earthwork
& Roadway RFP**

Mr. Tryka gave an overview.

Ms. Willson noted these resolutions adopt the Evaluation Committee's recommendation, awards the evaluation criteria points as noted, authorizes District Staff to provide Notices of Intent to Award and to take action to prepare the necessary agreements, and authorizes the Chair to have final execution.

**Resolution 2025-3 Awarding Utilities
and Drainage RFP**

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved Resolution 2025-2, Awarding Earthwork and Roadway RFP, and Resolution 2025-3, Awarding Utilities and Drainage RFP.

FIFTH ORDER OF BUSINESS

Financing Matters

**Update on Financing Plan, Timeline and
Assessments**

Mr. Weyer gave an overview and noted the methodology numbers are complete. The report will be provided at the next meeting for review.

1 **SIXTH ORDER OF BUSINESS**

Other Business

2
3 **Staff Reports**

4
5 **District Manager** – Mr. Weyer noted the audit is in the second phase and should be presented
6 at the June Board meeting. The funding request has been submitted for the second half of the
7 budget and the Notice to Owner from Capling has been received. The bond methodology and
8 preliminary budget will be reviewed at the next meeting.
9

10 **District Counsel** – Ms. Willson will continue working on the project manual. She will work on
11 preparing the cost share agreement and construction funding agreement related to the builders’
12 contracts.
13

14 There was brief discussion regarding the update to the Developer Contribution Agreement. It was
15 noted there are certain work items that need to be completed related to the approval of the CDD
16 SRA Amendment. District Counsel will follow up with the Chair.
17

18 There was also brief discussion regarding the limit on getting quotes. Ms. Willson noted the limit
19 is currently \$527,000.00.
20

21 **District Engineer** – No report.
22

23
24 **Board Members’ Comments/Requests**

25
26 District Management will follow up with the construction account information.
27

28 There were no comments or requests at this time.
29

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31 **Public Comments**

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33 There were no public comments at this time.
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36 **SEVENTH ORDER OF BUSINESS**

Adjournment

37
38 There was no further business to discuss.
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41 On MOTION by Mr. Hurst, seconded by Mr. Casalanguida, with all in favor, the April 29,
42 2025, Board of Supervisors’ Meeting of the Brightshore Community Development District
43 was adjourned.
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Secretary/Assistant Secretary

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **WEDNESDAY, May 21, 2025**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Cee Cee Marinelli Vice Chairperson
16 Amy Qunell Assistant Secretary
17 Amanda Maurizi Assistant Secretary
18 David Hurst Assistant Secretary

19
20 Also present were:

21
22 Russ Weyer Real Estate Econometrics, Inc.
23 Ted Tryka LJA Engineering
24 Alyssa Willson Kutak Rock, P.A. (via Teams)
25 Kristina Johnson Barron Collier Companies
26 Rhonda Mossing MBS Capital Markets (via Teams)
27 Daniel Hartley Peninsula Engineering (via Teams)

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30 **FIRST ORDER OF BUSINESS**

Organizational Matters

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32 **Call to Order and Roll Call**

33
34 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
35 Supervisors to order at 2:02 p.m. and roll call was initiated. A quorum was established with the
36 attendance of Board Members outlined above. Others in attendance or via speaker phone are
37 also listed above.

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40 **Public Comment Period**

41
42 There were no public comments at this time.

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45 **SECOND ORDER OF BUSINESS**

General District Matters

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47 **General Meeting Notice Publication**

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49 Mr. Weyer noted the Affidavit of Publication.

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3 **THIRD ORDER OF BUSINESS**

Organizational Matters
Consideration of Mattice Business
Services Proposal

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7 Mr. Weyer noted the fee has not changed.

8
9 Ms. Willson noted the agreement automatically renews on an annual basis.

10
11
12 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
13 the Mattice Business Services Proposal.
14

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16
17 **Consideration of Real Estate**
Econometrics Contract Addendum

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19
20 Mr. Weyer gave an overview and noted this is for an increase from \$2,500.00 to \$3,500.00.
21

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23 ON MOTION by Mr. Casalanguida, seconded by Ms. Qunell, with all in favor, the Board approved
24 the Real Estate Econometrics Contract Addendum.
25

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28 **FOURTH ORDER OF BUSINESS**

Budgetary Matters

29
30 **Consideration of Resolution 2025-4,**
31 **Approving Fiscal Year 2025/2026**
32 **Proposed Annual Budget and Setting a**
33 **Public Hearing Date for Final Adoption**
34

35 This item was moved to the beginning of the agenda.

36
37 Mr. Weyer presented a comparison and overview of the budget.

38
39 There was discussion regarding the budget line items. It was noted the budget is Landowner
40 funded. Once the bonds are issued, there will be a separate construction fund.

41
42 It was noted the Public Hearing will be held during the August meeting.
43

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2 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board
3 approved Resolution 2025-4, Approving Fiscal Year 2025/2026 Proposed Annual Budget and
4 Setting a Public Hearing Date for Final Adoption.
5

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8 **Consideration of April 30, 2025, Financial**
9 **Statements**

10 Mr. Weyer gave an overview of the financial statements. It was noted the date needs to be updated
11 on the cash flow page.
12
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14
15 ON MOTION by Ms. Maurizi, seconded by Ms. Marinelli, with all in favor, the Board approved the
16 April 30, 2025, Financial Statements.
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20 **FIFTH ORDER OF BUSINESS**

Financing Matters

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22 **Consideration of the Series 2025 First**
23 **Supplemental Engineer's Report**

24
25 Mr. Weyer noted the report has been completed.
26

27 This item was deferred.
28

29 **Consideration of the Series 2025 First**
30 **Supplemental Assessment Methodology**
31 **Report**

32
33 This item was deferred.
34
35

36 **Consideration of Resolution No. 2025-5,**
37 **Delegated Award Resolution**

- 38 1. Form of Bond Purchase
39 Agreement
40 2. Forms of Master Trust Indenture
41 and Supplemental Indenture
42 3. Form of Preliminary Limited
43 Offering Memorandum
44 4. Form of Continuing Disclosure
45 Agreement
46 5. Forms of Ancillary Agreements
47

1 There was brief discussion regarding scheduling a continuance of the current meeting.

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3 This item was deferred.

4

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6 **SIXTH ORDER OF BUSINESS**

Construction Matters

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Ratification of EWP Work Performance Agreement with Collier County

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Mr. Weyer noted this was previously approved and is solely for ratification.

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Ms. Johnson gave an overview of the agreements related to the bonds.

14

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There was brief discussion regarding the ratification.

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ON MOTION by Ms. Maurizi, seconded by Ms. Marinelli, with all in favor, the Board ratified the EWP Work Performance Agreement with Collier County, and authorized the Chair to take any additional action necessary.

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Ratification of Excavation Performance Agreement and Bond

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ON MOTION by Ms. Marinelli, seconded by Ms. Qunell, with all in favor, the Board ratified the Excavation Performance Agreement and Bond, and authorized the Chair to take any additional action necessary.

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Ratification of Plat Construction and Maintenance Agreement

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ON MOTION by Ms. Marinelli, seconded by Ms. Maurizi, with all in favor, the Board ratified the Plat Construction and Maintenance Agreement, and authorized the Chair to take any additional action necessary.

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SEVENTH ORDER OF BUSINESS

Staff Reports

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District Manager –

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1. Supervisor of Elections – Brightshore CDD Registered Voters Notice

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2. Audit update

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3. Form 1 submission by July 1, 2025

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Mr. Weyer noted there is 1 registered voter within the District based on the letter from the Supervisor of Elections.

Mr. Weyer noted the audit is in the third phase. This will be brought to the Board for review once finalized.

Mr. Weyer reminded the Board that the Form 1 is due by July 1, 2025. It was noted the Ethics Training is due by December 31 each year.

District Counsel – Ms. Willson will continue working with District Staff on construction matters. She will update the Board regarding the legislative session as it continues.

There was discussion regarding direct purchasing materials. It was noted this would be for quantities in excess of \$5,000.00. Jensen Underground would revise their bid summary based on these purchases.

There was discussion regarding the risk of loss for the District based on statutory requirements. Ms. Willson will work on amending the contracts.

District Engineer – No report.

Board Members' Comments/Requests

There were no comments or requests at this time.

Public Comments

There were no public comments at this time.

EIGHTH ORDER OF BUSINESS

Continuance

There was no further business to discuss.

On MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the May 21, 2025, Board of Supervisors' Meeting of the Brightshore Community Development District was continued to June 4, 2025, at 9:30 a.m., at the current location.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Monday, August 11, 2025**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Cee Cee Marinelli Vice Chairperson
16 Amy Qunell Assistant Secretary
17 Amanda Maurizi Assistant Secretary
18 David Hurst Assistant Secretary

19
20 Also present were:

21
22 Russ Weyer Real Estate Econometrics, Inc.
23 Ted Tryka LJA Engineering
24 Alyssa Willson Kutak Rock, P.A. (via Teams)
25 Kristina Johnson Barron Collier Companies

26
27 **FIRST ORDER OF BUSINESS**

Organizational Matters

28
29 **Call to Order and Roll Call**

30
31 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
32 Supervisors to order at 2:00 p.m. and roll call was initiated. A quorum was established with the
33 attendance of Board Members outlined above. Others in attendance or via speaker phone are
34 also listed above.

35
36
37 **Public Comment Period**

38
39 There were no public comments at this time.

40
41
42 **SECOND ORDER OF BUSINESS**

Organizational Matters

43
44 **Affidavit of Public Hearing Publication**

45
46 Mr. Weyer noted the Public Hearing publication.
47
48

1 **Consideration of Resolution 2025-6, A**
2 **Resolution Of The Board Of Supervisors**
3 **Electing The Officers Of The Brightshore**
4 **Community Development District Collier**
5 **County, Florida For Fiscal Year 2025-**
6 **2026; And Providing For An Effective**
7 **Date**
8

9 Mr. Weyer gave an overview of the resolution and reviewed the current slate of Officers.
10

11
12 ON MOTION by Ms. Marinelli, seconded by Ms. Qunell, with all in favor, the Board approved
13 Resolution 2025-6, A Resolution of the Board of Supervisors Electing the Officers of the
14 Brightshore Community Development District, Collier County, Florida for Fiscal Year 2025-2026;
15 and Providing for an Effective Date, with keeping the Current Slate of Officers.
16

17
18
19 **Consideration of Resolution 2025-7, A**
20 **Resolution Of The Board Of Supervisors**
21 **Of The Brightshore Community**
22 **Development District Adopting The**
23 **Annual Meeting Schedule For Fiscal Year**
24 **2025-2026; And Providing For An**
25 **Effective Date**
26

27 Mr. Weyer gave an overview of the meeting schedule and noted the meetings are held the second
28 Monday of each month, at 2:00 p.m., with special meetings held as needed.
29

30
31 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
32 Resolution 2025-7, A Resolution of the Board of Supervisors of the Brightshore Community
33 Development District Adopting the Annual Meeting Schedule for Fiscal Year 2025-2026; and
34 Providing for an Effective Date.
35

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37
38 **THIRD ORDER OF BUSINESS**

Administrative Matters

Guardhouse Interior Design Proposal

39
40
41
42 Ms. Johnson gave an overview of the proposal and scope of services. It was noted it is the
43 proposal is a not-to-exceed amount of \$5,700.00.
44

45 Ms. Willson noted an addendum should be added to the agreement with all statutory
46 requirements. District Counsel will follow up.
47
48

1
2 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board
3 approved the Interior Design Proposal, with the addendum noted.
4

5
6
7 **Ratify Brightshore CDD becoming co-**
8 **applicant to Army Corp Permit**
9

10 Mr. Weyer gave an overview. It was noted this was previously approved and is solely for
11 ratification.
12

13
14 ON MOTION by Ms. Maurizi, seconded by Ms. Qunell, with all in favor, the Board ratified
15 Brightshore CDD becoming co-applicant to Army Corp Permit.
16

17
18
19 **FOURTH ORDER OF BUSINESS**

Budgetary Matters

20
21 **Open Public Hearing**
22

23 Mr. Weyer noted the preliminary budget was approved in May and gave an overview of the Public
24 Hearing process.
25

26
27 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board opened
28 the Public Hearing.
29

30
31
32 **Consideration of Resolution 2025-8, The**
33 **Annual Appropriation Resolution Of The**
34 **Brightshore Community Development**
35 **District (“District”) Relating To The**
36 **Annual Appropriations And Adopting The**
37 **Budget For Fiscal Year Ending**
38 **September 30, 2026; Authorizing Budget**
39 **Amendments; And Providing An Effective**
40 **Date**
41

42 Mr. Weyer gave an overview of the budget.
43

44 Ms. Willson noted this budget is Landowner funded.
45

46 There was brief discussion regarding the budget funding and statutory requirements related to
47 the line items.
48

1
2 ON MOTION by Ms. Maurizi, seconded by Ms. Marinelli, with all in favor, the Board approved
3 Resolution 2025-8, The Annual Appropriation Resolution of the Brightshore Community
4 Development District Relating to the Annual Appropriations and Adopting the Budget for Fiscal
5 Year Ending September 20, 2026, Authorizing Budget Amendments and Providing and Effective
6 Date, noted Landowner contributions.
7

8
9
10 **Close Public Hearing**
11

12
13 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board closed the
14 Public Hearing.
15

16
17
18 **Budget Letter to Collier County**
19

20 Mr. Weyer gave an overview of the letter and noted it has been sent to Collier County.
21
22

23 **Consideration of Landowner Funding**
24 **Agreement for Fiscal Year 2025/2026**
25

26 Mr. Weyer gave an overview of the agreement.
27

28 Ms. Willson noted this is a standard annual agreement while the budget is Landowner funded.
29

30
31 ON MOTION by Mr. Casalanguida, seconded by Ms. Qunell, with all in favor, the Board approved
32 the Landowner Funding Agreement for Fiscal Year 2025/2026.
33

34
35
36 **Consideration of July 31, 2025, Financial**
37 **Statements**
38

39 Mr. Weyer gave an overview of net revenue, cash flow, and budget to actual.
40

41
42 ON MOTION by Mr. Hurst, seconded by Ms. Maurizi, with all in favor, the Board closed the Public
43 Hearing.
44

45
46
47 **Consideration of FY 2023-2024 Audit**
48

49 Mr. Weyer gave an overview and noted the audit has to be submitted by July 1st. This was a
50 standard and clean audit.

1
2
3 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board
4 accepted the FY 2023-2024 Audit.
5

6
7 **FIFTH ORDER OF BUSINESS**

Financing Matters

8
9 **Update on Financing Plan, timeline and**
10 **assessments**

11
12 Mr. Casalanguida gave an update regarding the timeline.
13
14

15 **SIXTH ORDER OF BUSINESS**

Staff Reports

16
17 **District Manager –**

- 18 • **Consideration of Resolution 2025-9: A Resolution Of The Board Of Supervisors Of**
19 **The Brightshore Community Development District Adopting Goals, Objectives, And**
20 **Performance Measures And Standards; Providing A Severability Clause; And**
21 **Providing An Effective Date**

22
23 Mr. Weyer gave an overview of the goals and objectives of the District and noted these are the
24 same as the current year. The report is posted on the District’s website at the end of each year.
25

26
27 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
28 Resolution 2025-9, A Resolution of the Board of Supervisors of the Brightshore Community
29 Development District Adopting Goals, Objectives, and Performance Measures and Standards,
30 Providing a Severability Clause, and Providing an Effective Date.
31

32
33 **District Counsel** – Ms. Willson will continue to work on construction and financing matters.
34

35 **District Engineer** – Mr. Tryka noted the bid opening was completed last Thursday for the round-
36 a-bout, and two bids were received.
37

38
39 **Board Members’ Comments/Requests**

40
41 There were no comments or requests at this time.
42
43

44 **Public Comments**

45
46 There were no public comments at this time.
47
48

49 **SEVENTH ORDER OF BUSINESS**

Adjournment

1 There was no further business to discuss.

2

3

4 On MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the August
5 11, 2025, Board of Supervisors' Meeting of the Brightshore Community Development
6 District was adjourned.

7

8

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14 _____
Secretary/Assistant Secretary

_____ Chairperson/Vice Chairperson

15

16

17

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Monday, September 8, 2025**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Cee Cee Marinelli Vice Chairperson
16 Amanda Maurizi Assistant Secretary
17 David Hurst Assistant Secretary

18
19 Also present were:

20
21 Russ Weyer Real Estate Econometrics, Inc.
22 Ted Tryka LJA Engineering
23 Kristina Johnson Barron Collier Companies
24 Alyssa Willson Kutak Rock, P.A. (via Teams)
25 Dan Hartley Peninsula Engineering
26 Rhonda Mossing MBS Capital Markets (via Teams)

27
28 **FIRST ORDER OF BUSINESS**

Organizational Matters

29
30 **Call to Order and Roll Call**

31
32 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
33 Supervisors to order at 2:00 p.m. and roll call was initiated. A quorum was established with the
34 attendance of Board Members outlined above. Others in attendance or via speaker phone are
35 also listed above.

36
37
38 **Public Comment Period**

39
40 There were no public comments at this time.

41
42
43 **SECOND ORDER OF BUSINESS**

General District Matters

44
45 **Affidavit of Publication**

46
47 Mr. Weyer noted the Affidavit of Publication.
48

1
2 **THIRD ORDER OF BUSINESS**

Organizational Matters

3
4 **Resolution 2025-10, Extending Terms of**
5 **Office to Coincide with November 2026 &**
6 **2028 Elections**

7
8 Ms. Willson gave an overview of the resolution and noted this extends the two-year term Seats
9 from November 2025 to November 2026. The four-year term Seats will end in November 2028.

10
11
12 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
13 Resolution 2025-10, Extending Terms of Office to Coincide with November 2026 and 2028
14 Elections.
15

16
17
18 **FOURTH ORDER OF BUSINESS**

Construction Matters

19
20 **Evaluation Committee**
21 **Recommendation for Roundabout**
22 **Construction**
23

24 Mr. Tryka gave an overview of the recommendation and evaluation criteria. The
25 recommendation is to move forward with South Florida. It was noted this is a previously
26 used vendor.

27
28 It was requested to have images or exhibits to the proposals moving forward.
29

30
31 ON MOTION by Ms. Maurizi, seconded by Ms. Marinelli, with all in favor, the Board approved the
32 Evaluation Committee Recommendation for Roundabout Construction.
33

34
35
36 **Resolution 2025-11, Awarding Immokalee**
37 **Road Roundabout RFP**

38
39 Mr. Weyer gave an overview of the resolution, noting this would award the roundabout RFP to
40 South Florida.

41
42
43 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
44 Resolution 2025-11, Awarding Immokalee Road Roundabout RFP.
45

1
2
3 **Resolution 2025-12, Authorizing Direct**
4 **Purchasing Agent**
5

6 Ms. Willson gave an overview of the resolution and noted this sets up the direct purchase process
7 and agent for the District. The District Engineer is normally the direct purchasing agent, but it can
8 be the Construction Manager.
9

10 There was brief discussion regarding the direct purchase agent. The Board agreed to have the
11 Construction Manager as the direct purchasing agent, with final review by the District Engineer.
12

13
14 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board
15 approved Resolution 2025-12, Authorizing Direct Purchasing Agent, as modified.
16

17
18 There was discussion regarding transfer of ownership to the contractor and storage of the
19 materials. It was noted the District will have to maintain ownership and will need to have builder's
20 risk or materials insurance.
21

22 Ms. Johnson is gathering quotes for the insurance.
23
24

25 **Resolution 2025-13, Intent to accept**
26 **Stormwater Management for Cascade at**
27 **Brightshore**
28

29 Mr. Weyer gave an overview of the stormwater management resolutions.
30

31 Ms. Willson noted these resolutions are for each area within the District. This provides the intent
32 of the District to take over the operations and maintenance responsibility of the stormwater drains
33 once the improvements are constructed.
34

35 There was brief discussion regarding the permitting and timeline. It was noted the stormwater
36 areas will be reviewed by the engineer and inspected by the Southwest Florida Water
37 Management District (SWFWMD). It was recommended to approve the resolutions in substantial
38 form.
39

40 There was lengthy discussion regarding ownership and maintenance of the stormwater and lakes.
41 It was noted the HOA will mow the grass to the waterline and the CDD will maintain the stormwater
42 and lakes. It was noted there will need to be an easement to access for maintenance.
43

44 It was noted that SWFWMD can be provided with a letter noting the Board's approval of the
45 resolutions in order to continue with permitting.
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Resolution 2025-14, Intent to accept Stormwater Management For Horizon at Brightshore

This item was reviewed.

Resolution 2025-15, Intent to accept Stormwater Management for Radiance at Brightshore

This item was reviewed.

Resolution 2025-16, Intent to accept Stormwater Management for Sunward at Brightshore

This item was reviewed.

It was noted the District Engineer will inspect the stormwater management areas before final turnover.

ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved Resolution 2025-13, Intent to Accept Stormwater Management for Cascade at Brightshore, Resolution 2025-14, Intent to Accept Stormwater Management for Horizon at Brightshore, Resolution 2025-15, Intent to Accept Stormwater Management for Radiance at Brightshore, and Resolution 2025-16, Intent to Accept Stormwater Management for Sunward at Brightshore, in substantial form, with final ratification by the Board, authorized the Chair to submit a letter as needed for permitting, and authorized the District Engineer to have final review of the stormwater maintenance areas prior to final transfer of ownership.

FIFTH ORDER OF BUSINESS

Financing Matters

Update on Financing Plan, Timeline and Assessments

Mr. Casalanguida gave an update on the timeline and noted the U.S. Army Core permit will be issued within the next 30 days.

There was brief discussion regarding the bond issuance and interest rates.

SIXTH ORDER OF BUSINESS

Other Business

Staff Reports

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District Manager – No report.

District Counsel – Ms. Willson will continue with District Staff on construction and financing matters.

District Engineer – There was brief discussion regarding a payment authorization request.

Board Members’ Comments/Requests

There were no comments or requests at this time.

Public Comments

There were no public comments at this time.

SEVENTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

On MOTION by Ms. Marinelli, seconded by Ms. Maurizi, with all in favor, the September 8, 2025, Board of Supervisors’ Meeting of the Brightshore Community Development District was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Friday, October 13, 2025**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Cee Cee Marinelli Vice Chairperson
16 Amy Qunell Assistant Secretary
17 Amanda Maurizi Assistant Secretary
18 David Hurst Assistant Secretary

19
20 Also present were:

21
22 Russ Weyer Real Estate Econometrics, Inc.
23 Ted Tryka LJA Engineering
24 Alyssa Willson Kutak Rock, P.A. (via phone)
25 Kristina Johnson Barron Collier Companies
26 Brian Goguen Barron Collier Companies
27 Daniel Hartley Peninsula Engineering

28
29
30 **FIRST ORDER OF BUSINESS**

Organizational Matters

31
32 **Call to Order and Roll Call**

33
34 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
35 Supervisors to order at 2:00 p.m. and roll call was initiated. A quorum was established with the
36 attendance of Board Members outlined above. Others in attendance or via speaker phone are
37 also listed above.

38
39
40 **Public Comment Period**

41
42 There were no public comments at this time.

43
44
45 **SECOND ORDER OF BUSINESS**

General District Matters

46
47 **Affidavit of Publication**

48
49 Mr. Weyer noted the Affidavit of Publication.

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THIRD ORDER OF BUSINESS

Administrative Matters

Updated Appraisal Approval

Mr. Weyer noted the acreage has been updated.

ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board approved appraisal update.

Real Property Agreement between Hogan Farms and Brightshore CDD

Ms. Willson gave an overview of the agreement and noted this was for a real property contribution by the Landowner. There is no cost associated with the land value. This contribution is in lieu of assessments on the properties outside of the gate.

ON MOTION by Mr. Casalanguida, seconded by Ms. Qunell, with all in favor, the Board approved the Real Property Agreement between Hogan Farms and Brightshore CDD, in substantial form.

Reimbursement Agreement for Offsite Panther, Offsite Wetland and PPL Performance Bonds Funding Agreement

Ms. Willson gave an overview of the agreement. It was noted this will be reimbursed by the bond proceeds, not the environmental funds.

There was brief discussion regarding the reimbursement. Ms. Willson noted there are some limitations on the use of the bond proceeds, which will need to be reviewed.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved the Reimbursement Agreement for Offsite Panther, Offsite Wetland and PPL Performance Bonds Funding Agreement, in substantial form.

Cost Share Agreement between Brightshore CDD and Hogan Farms for Construction of Improvements with Landowner

1
2 Ms. Willson gave an overview and noted this is related to the earthwork contract. There are still
3 some outstanding permit items that will be completed prior to final execution. There is no cost to
4 the CDD.
5

6
7 ON MOTION by Mr. Hurst, seconded by Ms. Qunell, with all in favor, the Board approved the Cost
8 Share Agreement between Brightshore CDD and Hogan Farms for Construction of Improvements
9 with Landowner, in substantial form.
10

11
12
13 **FOURTH ORDER OF BUSINESS**

Budgetary Matters

14
15 **Consideration of District Financials**
16 **through September 30, 2025**
17

18 Mr. Weyer gave an overview and noted revenue, expenses, and budget to actual.
19

20
21 ON MOTION by Ms. Maurizi, seconded by Ms. Marinelli, with all in favor, the Board accepted the
22 September 30, 2025, Financial Statements.
23

24
25
26 **FIFTH ORDER OF BUSINESS**

Financing Matters

27
28 **Update on Financing Plan, Timeline and**
29 **Assessments**
30

31 There was brief discussion regarding the East entrance completion.
32

33 Mr. Weyer will be updating the assessment methodology.
34

35
36 **SIXTH ORDER OF BUSINESS**

Other Business

37
38 **Staff Reports**
39

40 **District Manager** – Mr. Weyer noted the annual objectives and goals have to be posted by
41 December 1. Updated meeting minutes will be provided at the next meeting.
42

43 **District Counsel** – Ms. Willson will continue with District Staff on construction and financing
44 matters.
45

46 **District Engineer** – No report.
47

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Board Members' Comments/Requests

There were no comments or requests at this time.

Public Comments

There were no public comments at this time.

SEVENTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

On MOTION by Mr. Casalanguida, seconded Mr. Hurst, with all in favor, the October 13, 2025, Board of Supervisors' Meeting of the Brightshore Community Development District was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Monday, November 10, 2025**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Cee Cee Marinelli Vice Chairperson
16 Amy Qunell Assistant Secretary
17 Amanda Maurizi Assistant Secretary
18 David Hurst Assistant Secretary

19
20 Also present were:

21
22 Russ Weyer Real Estate Econometrics, Inc.
23 Ted Tryka LJA Engineering
24 Alyssa Willson Kutak Rock, P.A. (via Teams)
25 Kristina Johnson Barron Collier Companies
26 Rhonda Mossing MBS Capital Markets (via Teams)

27
28
29 **FIRST ORDER OF BUSINESS**

Organizational Matters

30
31 **Call to Order and Roll Call**

32
33 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
34 Supervisors to order at 2:00 p.m. and roll call was initiated. A quorum was established with the
35 attendance of Board Members outlined above. Others in attendance or via speaker phone are
36 also listed above.

37
38
39 **Public Comment Period**

40
41 There were no public comments at this time.

42
43
44 **SECOND ORDER OF BUSINESS**

General District Matters

45
46 **Proof of Publication**

47
48 Mr. Weyer noted the proof of publication.
49

1
2 **THIRD ORDER OF BUSINESS**

Administrative Matters

3
4 **Consideration of updated Fill,**
5 **Reimbursement and Escrow agreements**
6 **for Taylor Morrison, Christopher Alan**
7 **Homes, Toll Brothers and Pulte Homes**
8

9 Ms. Johnson gave an overview and noted there have been some minor changes to the
10 agreements based on the cost of the pedestrian bridges, updated language for the lake
11 embankment tracts, and clarification related to fill. It was noted these agreements were previously
12 approved in February.

13
14
15 ON MOTION by Mr. Casalanguida, seconded by Ms. Qunell, with all in favor, the Board approved
16 the Update Fill, Reimbursement and Escrow Agreements for Taylor Morrison, Christopher Alan
17 Homes, Toll Brothers, and Pulte Homes, in substantial form.
18

19
20
21 **Consideration of Updated Series 2026**
22 **Bonds Engineer's Report**
23

24 Mr. Tryka gave an overview of the changes related to the report. It was noted the project year will
25 be changed accordingly.

26
27 Ms. Willson recommended approval in substantial form based on pricing.
28

29
30 ON MOTION by Ms. Marinelli, seconded by Mr. Hurst, with all in favor, the Board approved the
31 Updated Series 2026 Bonds Engineer's Report, in substantial form.
32

33
34
35 **Consideration of Updated Series 2026**
36 **Bonds Assessment Methodology**
37 **Report**
38

39 Mr. Weyer gave an overview of the updated methodology report. It was noted the year needs to
40 be updated.

41
42
43 ON MOTION by Ms. Maurizi, seconded by Ms. Qunell, with all in favor, the Board approved the
44 Updated Series 2026 Bonds Assessment Methodology Report, in substantial form.
45
46
47

1 **Consideration of final FY 2024-2025 Goals**
2 **and Objectives Memorandum**

3
4 Mr. Weyer gave an overview and noted the District has met all of the goals and objectives for
5 Fiscal Year 2024-2025.
6

7
8 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board
9 approved the Final FY 2024-2025 Goals and Objectives Memorandum.
10

11
12
13 **Ratification of Final Stormwater**
14 **Management resolutions 2025-13, 2025-**
15 **14, 2025-15 and 2025-16**

16
17 Mr. Weyer noted these were previously approved and are solely for ratification.

18
19 Ms. Willson noted there will need to be future agreements with the HOA delineating
20 responsibilities.
21

22
23 ON MOTION by Ms. Maurizi, seconded by Mr. Hurst, with all in favor, the Board ratified the Final
24 Stormwater Management Resolutions 2025-13, 2025-14, 2025-15, and 2025-16.
25

26
27
28 **FOURTH ORDER OF BUSINESS**

29 **Budgetary Matters**

30 **Consideration of District Financials**
31 **through October 31, 2025**

32
33 Mr. Weyer gave an overview and noted off-roll assessments paid by the Landowner,
34 expenses, net revenue, and budget to actual.
35

36
37 ON MOTION by Ms. Maurizi, seconded by Ms. Marinelli, with all in favor, the Board accepted the
38 October 31, 2025, Financial Statements.
39

40
41
42 **FIFTH ORDER OF BUSINESS**

43 **Financing Matters**

44 **Update on Financing Plan, Timeline and**
45 **Assessments**
46

1 Ms. Mossing gave an update and noted the timeline has been updated for the proposed bonds.
2 Pre-closing is set to be at the February meeting at this time.

3
4 There was brief discussion regarding the Contractor's contract finance terms, including a short
5 term construction loan or advanced funding agreement.

6
7
8 **SIXTH ORDER OF BUSINESS**

Other Business

Staff Reports

9
10
11
12 **District Manager** – No report.

13
14 **District Counsel** – No report.

15
16 **District Engineer** – No report.

17
18
19 **Board Members' Comments/Requests**

20
21 There were no comments or requests at this time.

22
23
24 **Public Comments**

25
26 There were no public comments at this time.

27
28
29 **SEVENTH ORDER OF BUSINESS**

Adjournment

30
31 There was no further business to discuss.

32
33
34 On MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the
35 November 10, 2025, Board of Supervisors' Meeting of the Brightshore Community
36 Development District was adjourned.

37
38
39
40
41
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44 _____
45 Secretary/Assistant Secretary

46 _____
Chairperson/Vice Chairperson

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Monday, January 12, 2026**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Cee Cee Marinelli Vice Chairperson
16 Amanda Maurizi Assistant Secretary
17 David Hurst Assistant Secretary
18 Ramona Stockman Assistant Secretary

19
20 Also present were:

21
22 Russ Weyer Real Estate Econometrics, Inc.
23 Ted Tryka LJA Engineering
24 Alyssa Willson Kutak Rock, P.A. (via Teams)
25 Kristina Johnson Barron Collier Companies
26 Sabina Hardy Barron Collier Companies
27 Brad Stockham Peninsula Engineering

28
29 **FIRST ORDER OF BUSINESS**

Organizational Matters

30
31 **Call to Order and Roll Call**

32
33 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
34 Supervisors to order at 2:03 p.m. and roll call was initiated. A quorum was established with the
35 attendance of Board Members outlined above. Others in attendance or via speaker phone are
36 also listed above.

37
38
39 **Public Comment Period**

40
41 There were no public comments at this time.

42
43
44 **SECOND ORDER OF BUSINESS**

General District Matters

45
46 **Proof of Publication**

47
48 Mr. Weyer noted the proof of publication.
49

1 **THIRD ORDER OF BUSINESS**

Organizational Matters

2
3 **Acceptance of Amy Qunell’s Resignation**

4
5 Mr. Weyer noted Ms. Qunell’s resignation letter.

6
7
8 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board accepted
9 Ms. Qunell’s resignation.

10
11
12
13 **Appointment of Ramone Stockman to
14 Seat 3**

- 15 • **Oath of Office**
- 16 • **Sunshine Law, filings and other**
- 17 **commitments**

18
19
20 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board
21 nominated Ms. Stockman to Seat 3.

22
23
24 Ms. Hardy swore in Ms. Stockman with the Oath of Office.

25
26 Mr. Weyer and Ms. Willson gave an overview of the Sunshine Law and public records law.

27
28 Mr. Weyer reviewed the Form 1 for Ms. Stockman.

29
30
31 **Consideration of Resolution 2026-1: A
32 Resolution of the Board of Supervisors
33 Updating the Officers of the Brightshore
34 Community Development District for
35 Fiscal Year 2025-2026 and Setting an
36 Effective Date**

37
38 Mr. Weyer gave an overview of the resolution and noted the District’s calendar runs on a fiscal
39 year. It was noted Ms. Stockman will be added as an Assistant Secretary.

40
41
42 ON MOTION by Mr. Hurst, seconded by Ms. Marinelli, with all in favor, the Board approved
43 Resolution 2026-1, A Resolution of the Board of Supervisors Updating the Officers of the
44 Brightshore Community Development District for Fiscal Year 2025-2026 and Setting an Effective
45 Date.

1 **FOURTH ORDER OF BUSINESS**

Administrative Matters

2
3 **Consideration of letter agreement**
4 **between Hogan Farms and the**
5 **Brightshore Community Development**
6 **District**

7 Ms. Willson gave an overview and noted the District will be taking certain property from
8 the Landowner, Hogan Farms. This agreement will update the plat and the entities.

9
10 Mr. Casalanguida noted this agreement is in final form.

11
12
13 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board
14 approved the Letter Agreement between Hogan Farms and the Brightshore Community
15 Development District.
16

17
18
19 **Consideration of the Notice of Publishing**
20 **Legally Required Advertisements and**
21 **Public Notices on Collier County's**
22 **Designated Publicly Accessible Website**

23
24 Mr. Weyer noted this will allow the District to advertise via the County's website, instead of the
25 newspaper.

26
27 Ms. Willson gave an overview of the requirement related to public notices. It was noted this will
28 run at the beginning of each fiscal year.
29

30
31 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
32 the Notice of Publishing Legally Required Advertisements and Public Notices on Collier County's
33 Designated Publicly Accessible Website.
34

35
36
37 **Consideration of Hogan Farms Deed to**
38 **Brightshore CDD**

39
40 Ms. Willson gave an overview of the deed.

41
42 There was brief discussion regarding the deed reservations. It was noted the intent was to have
43 a clean deed.

44
45 It was noted there was a spelling error under the title for Brightshore.
46
47
48

1
2 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
3 the Hogan Farms Deed to Brightshore CDD, in substantial form.
4

5
6
7 **FIFTH ORDER OF BUSINESS**

Budgetary Matters

8
9 **Consideration of District Financials**
10 **through December 31, 2025**

11
12 Mr. Weyer gave an overview of the off-roll assessments, cash flow, budget to actual, and balance
13 sheet. It was noted the date should be updated under cash flow.
14

15
16 ON MOTION by Mr. Marinelli, seconded by Ms. Maurizi, with all in favor, the Board approved the
17 District Financials through December 31, 2025.
18

19
20
21 **SIXTH ORDER OF BUSINESS**

Financing Matters

22
23 **Consideration of Updated Series 2026**
24 **Bonds Engineer's Report**

25
26 This item was deferred.
27

28
29 **Consideration of Updated Series 2026**
30 **Bonds Assessment Methodology Report**

31
32 This item was deferred.
33

34
35 **Consideration of Delegated Award**
36 **Resolution**

37
38 This item was deferred.
39

40
41 **Update on Financing Plan, timeline and**
42 **assessments**

43
44 There was no update at this time.
45

46
47 **SEVENTH ORDER OF BUSINESS**

Other Business

48
49 **Staff Reports**

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District Manager – No report.

District Counsel – No report.

District Engineer – No report.

Board Members’ Comments/Requests

There were no comments or requests at this time.

Public Comments

There were no public comments at this time.

EIGHTH ORDER OF BUSINESS

Continuance

There was brief discussion regarding continuing the meeting.

There was no further business to discuss.

On MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the January 12, 2026, Board of Supervisors’ Meeting of the Brightshore Community Development District was continued to January 26, 2026, at 2:00 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Monday, February 9, 2026**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Ramona Stockman Assistant Secretary
16 Amanda Maurizi Assistant Secretary

17
18 Also present were:

19
20 Russ Weyer Real Estate Econometrics, Inc.
21 Ted Tryka LJA Engineering
22 Alyssa Willson Kutak Rock, P.A. (via Teams)
23 Kristina Johnson Barron Collier Companies
24 Brad Stockham Peninsula Engineering
25 Rhonda Mossing MBS Capital Markets (via Teams)
26 Cynthia Wilhelm Nabors Giblin and Nickerson PA
27 Daniel Hartley Peninsula Engineering

28
29
30 **FIRST ORDER OF BUSINESS**

Organizational Matters

31
32 **Call to Order and Roll Call**

33
34 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
35 Supervisors to order at 2:00 p.m. and roll call was initiated. A quorum was established with the
36 attendance of Board Members outlined above. Others in attendance or via speaker phone are
37 also listed above.

38
39
40 **Public Comment Period**

41
42 There were no public comments at this time.

43
44
45 **SECOND ORDER OF BUSINESS**

General District Matters

46
47 **Proof of Publication**

48
49 Mr. Weyer noted the proof of publication.

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THIRD ORDER OF BUSINESS

Budgetary Matters

**Consideration of District Financials
through January 31, 2026**

Mr. Weyer gave a brief overview of the District Financials.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved the District Financials through January 31, 2026.

FOURTH ORDER OF BUSINESS

Financing Matters

**Consideration of Updated Series 2026
Bonds Engineer’s Report**

Mr. Tryka gave an overview of the updated Engineer’s Report and updated pricing. It was noted the report now has more finished construction, which is mainly the completed roads.

Mr. Tryka noted the highest amount for financing is approximately \$78,650.00.

There was brief discussion regarding the updated report.

Ms. Willson noted this authorizes use of the report for the marketing of the bonds and will be used as an exhibit for the Supplemental Assessment Resolution, which will be brought back to the Board for approval. It was noted this report is setting the scope on the 2026 project.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved the Updated Series 2026 Bonds Engineer’s Report, in substantial form and approved the updates as noted.

1 **Consideration of Updated Series 2026**
2 **Bonds Assessment Methodology Report**

3
4 Mr. Weyer gave a detailed overview of the updated Assessment Methodology Report and
5 allocations. It was noted the methodology did not change, only the number of Equivalent
6 Residential Units (ERU) and assessments changed.

7
8 It was noted the amounts are preliminary and will be finalized during bond pricing. A final report
9 will be reviewed by the Board.

10
11
12 ON MOTION by Mrs. Maurizi, seconded by Mr. Casalanguida, with all in favor, the Board
13 approved the Updated Series 2026 Bonds Assessment Methodology Report, in substantial form.
14

15
16
17 **Consideration of Resolution 2026-2:**
18 **Delegated Award Resolution**

19
20 Ms. Wilhelm gave an overview of the resolution and noted it rescinds the previous award
21 delegation resolution, delegates the Chair to enter into a bond purchase contract within the agreed
22 parameters, and approves the needed bond documents and reports in substantial form.

23
24 Ms. Wilhelm gave an overview of the bond schedule. It was noted the maximum principal amount
25 will be increased to \$36,000,000.00.
26

27
28 ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board
29 approved Resolution 2026-2: Delegated Award Resolution.
30

31
32
33 **Update on Financing Plan, timeline and**
34 **assessments**

35
36 Ms. Mossing gave an update on the financing timeline. It was noted that once the Army Core
37 permit is received, the bonds will be closed on within 30 days.

38
39 There was brief discussion regarding the permit timeline.

40
41 Mr. Weyer noted a tentative meeting is scheduled for February 26, 2026, at 2:00 p.m. for
42 document signing.

43
44
45 **FIFTH ORDER OF BUSINESS**

Other Business

Staff Reports

46
47
48
49 **District Manager –**

- **Assignment of Contract**
- **Consulting Agreement Letter**

Mr. Weyer noted PFM Consulting will be taking over District Management and accounting with approximately the same fee. Mr. Weyer will be working as a consultant with the District for the next year.

Ms. Willson will review the language regarding sub-contractors.

ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved the REEI Assignment of Contract to PFM, in substantial form.

It was noted this information would need to be disclosed in the Offering Memorandum. Mr. Weyer will follow up.

There was brief discussion regarding the District Management contract.

District Counsel – No report.

District Engineer – Mr. Tryka noted as invoices are received, they are being processed.

Board Members' Comments/Requests

There were no comments or requests at this time.

Public Comments

There was brief discussion regarding any sequencing issues.

There were no further public comments at this time.

SIXTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

On MOTION by Ms. Maurizi, seconded by Mr. Casalanguida, with all in favor, the February 9, 2026, Board of Supervisors' Meeting of the Brightshore Community Development District was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Monday, March 9, 2026**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Ramona Stockman Assistant Secretary
16 Amanda Maurizi Assistant Secretary
17 David Hurst Assistant Secretary

18
19 Board Members absent:

20
21 Cee Cee Marinelli Vice Chairperson

22
23 Also present were:

24
25 Russ Weyer Real Estate Econometrics, Inc.
26 Ted Tryka LJA Engineering
27 Alyssa Willson Kutak Rock, P.A.
28 Kristina Johnson Barron Collier Companies
29 Brent Wilder PFM Management Services
30 Cynthia Wilhelm Nabors Giblin and Nickerson PA
31 Rhonda Mossing MBS Capital Markets (via Teams)

32
33
34 **FIRST ORDER OF BUSINESS**

Organizational Matters

Call to Order and Roll Call

35
36
37
38 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
39 Supervisors to order at 2:09 p.m. and roll call was initiated. A quorum was established with the
40 attendance of Board Members outlined above. Others in attendance or via speaker phone are
41 also listed above.

42
43
44 **Public Comment Period**

45
46 There were no public comments at this time.

47
48
49 **SECOND ORDER OF BUSINESS**

General District Matters

1 **Proof of Publication**

2
3 Mr. Weyer noted the proof of publication.

4
5 There was brief discussion regarding the proof of publication. It was noted this is placed on the
6 District’s website per statutory requirements.

7
8
9 **THIRD ORDER OF BUSINESS**

Administrative Matters

10
11 **Ratification of Signed Authorized**
12 **Blasting Letter to Collier County**

13
14 Mr. Weyer noted this was previously approved by the Chair and is solely for ratification.

15
16
17 ON MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the Board ratified the
18 Signed Authorized Blasting Letter to Collier County.
19

20
21 **US Bank Authorized Signer(s) Certificate**

22
23
24 Mr. Weyer gave an overview and noted that currently the Chair and Vice Chair are listed on the
25 certificate. It was noted these signatures relate to processing requisitions.

26
27 Mr. Casalanguida requested that Mr. Hurst and Ms. Maurizi be added as authorized signers.

28
29
30 ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board
31 approved the US Bank Authorized Signer(s) Certificate, with the addition of Mr. Hurst and Ms.
32 Maurizi.
33

34
35
36 **FOURTH ORDER OF BUSINESS**

Financing Matters

37
38 **Consideration of Assessment**
39 **Methodology Services Proposal**

40
41 There was brief discussion regarding construction management. It was noted Mr. Tryka will have
42 to sign off on all things related to construction.

43
44 Mr. Weyer gave an overview and noted it was recommended to submit a proposal for the
45 assessment methodology.
46

1 Ms. Willson noted the proposal should include both the Supplemental Report and the Master
2 Methodology Report.

3
4
5 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board accepted
6 the Assessment Methodology Services Proposal, with the addition of the Master Methodology
7 Report.
8

9
10 **Consideration of Dissemination Agent**
11 **Agreement**
12

13 Mr. Weyer noted this was reviewed by District Counsel and the date for the CDA was changed to
14 the date of the bond closing.

15
16 Ms. Willson gave an overview of the agreement and noted the Dissemination Agent will be Mr.
17 Weyer.
18

19
20 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
21 the Dissemination Agent Agreement, with the date as noted.
22

23
24
25 **Consideration of Final Series 2026 Bonds**
26 **Engineer's Report**
27

28 Ms. Willson gave an overview of the final updates to the Engineer's Report and noted this will be
29 attached as an exhibit to the Supplemental Assessment Resolution.

30
31 Mr. Tryka gave an overview of the final scope of the project and report. It was noted the final
32 report date should be changed to February 27th.
33

34
35 ON MOTION by Ms. Maurizi, seconded by Ms. Stockman, with all in favor, the Board approved
36 the Final Series 2026 Bonds Engineer's Report.
37

38
39
40 **Consideration of Final Series 2026 Bonds**
41 **Assessment Methodology Report**
42

43 Mr. Weyer noted this is the same report as previously presented, but with the final amounts based
44 on the bonds. It was noted the final report date was changed to February 27th.
45
46

1
2 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
3 the Final Series 2026 Bonds Assessment Methodology Resolution.
4

5
6
7 **Consideration of Resolution 2026-3:**
8 **Supplemental Assessment Resolution**
9

10 Ms. Willson gave an overview of the resolution and supplemental assessments.
11

12
13 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
14 Resolution 2026-3: Supplemental Assessment Resolution.
15

16
17
18 **Consideration of Supplemental Notice of**
19 **Special Assessments (Series 2026)**
20

21 Ms. Willson noted this is the notice that will be recorded for the District.
22

23
24 ON MOTION by Mr. Hurst, seconded by Ms. Maurizi, with all in favor, the Board approved the
25 Supplemental Notice of Special Assessments (Series 2026).
26

27
28
29 **Consideration of Collateral Assignment**
30 **(Series 2026)**
31

32 Ms. Willson noted this is between the District and the Landowner to provide additional security in
33 the event of nonpayment of the assessments.
34

35 There was brief discussion regarding the collateral assignment requirement.
36

37
38 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
39 Collateral Assignment (Series 2026).
40

41
42
43 **Consideration of True-Up Agreement –**
44 **Brightshore Tract FD – 5**
45

1 Ms. Willson noted there is a True-Up Agreement for each builder pod. This requires that the
2 specified number of ERU's are platted or a true-up payment will be due to the District.

3
4 There was brief discussion regarding the platting and the True-Up Agreements.
5

6
7 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
8 the True-Up Agreement – Brightshore Tract FD-5.
9

10
11
12 **Consideration of True-Up Agreement –**
13 **Brightshore Tract FD – 6**
14

15
16 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
17 the True-Up Agreement Brightshore Tract FD - 6.
18

19
20
21 **Consideration of True-Up Agreement –**
22 **Brightshore Tract FD – 7**
23

24
25 ON MOTION by Mr. Hurst, seconded by Ms. Stockman, with all in favor, the Board approved the
26 True-Up Agreement Brightshore Tract FD - 7.
27

28
29
30 **Consideration of True-Up Agreement –**
31 **Brightshore Tract FD – 8**
32

33
34 ON MOTION by Ms. Maurizi, seconded by Ms. Stockman, with all in favor, the Board approved
35 the True-Up Agreement Brightshore Tract FD-8.
36

37
38
39 **Consideration of Disclosure of Public**
40 **Financing**
41

42 Ms. Willson noted this is a statutory requirement for the District and gave an overview of the
43 disclosure.
44

1
2
3 ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board
4 approved the Disclosure of Public Financing.
5

6
7
8 **Consideration of First Supplemental**
9 **Disclosure of Public Financing**

10 Ms. Willson noted this is for this specific project.
11

12
13 ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board
14 approved the First Supplemental Disclosure of Public Financing.
15

16
17
18 **FIFTH ORDER OF BUSINESS**

Other Business

19
20 **Staff Reports**

21 **District Manager** – No report.

22
23 **District Counsel** – Ms. Willson will continue with District Staff on contracts and financing matters.

24
25 **District Engineer** – No report.
26
27

28
29 **Board Members' Comments/Requests**

30
31 Mr. Casalanguida thanked District Staff and the Board.

32
33 There were no further comments or requests at this time.
34
35

36 **Public Comments**

37
38 Mr. Weyer introduced Mr. Wilder.

39
40 Mr. Wilder gave an introduction of PFM and the District Management agreement.

41
42 There were no public comments at this time.
43
44
45

1 **SEVENTH ORDER OF BUSINESS**

Adjournment

2
3 There was no further business to discuss.
4

5
6 On MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the March 9,
7 2026, Board of Supervisors' Meeting of the Brightshore Community Development District
8 was adjourned.
9

10
11
12
13
14 _____
15 Secretary/Assistant Secretary

Chairperson/Vice Chairperson

1 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
2 **3501 Quadrangle Blvd, Suite 270**
3 **Orlando, FL 32817**

4
5 **BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT**
6 **BOARD OF SUPERVISORS' MEETING**
7 **Monday, April 13, 2026**
8 **Barron Collier Companies Offices**
9 **2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**
10 **2:00 p.m.**

11
12 Board Members present at roll call:

13
14 Nick Casalanguida Chairperson
15 Cee Cee Marinelli Vice Chairperson
16 Ramona Stockman Assistant Secretary
17 Amanda Maurizi Assistant Secretary
18 David Hurst Assistant Secretary

19
20 Also present were:

21
22 Vivian Carvalho PFM Management Services (via Teams)
23 Angeline Agoncillo PFM Management Services (via Teams)
24 Russ Weyer Real Estate Econometrics, Inc.
25 Ted Tryka LJA Engineering
26 Alyssa Willson Kutak Rock, P.A. (via Teams)
27 Kristina Johnson Barron Collier Companies
28 Daniel Hartley Peninsula Engineering (via Teams)
29 Kyle Fruth Peninsula Engineering (via Teams)

30
31
32 **FIRST ORDER OF BUSINESS**

Organizational Matters

Call to Order and Roll Call

33
34
35
36 Mr. Weyer called the meeting of the Brightshore Community Development District Board of
37 Supervisors to order at 2:02 p.m. and roll call was initiated. A quorum was established with the
38 attendance of Board Members outlined above. Others in attendance or via speaker phone are
39 also listed above.

40
41
42 **Public Comment Period**

43
44 There were no public comments at this time.

45
46
47 **SECOND ORDER OF BUSINESS**

General District Matters

Proof of Publication

1 Mr. Weyer noted the proof of publication.

2

3

4 **THIRD ORDER OF BUSINESS**

Administrative Matters

5

6

**Earthwork Cost Share Agreements
between District and Hogan Farms**

7

8

9 Ms. Willson gave an overview of the cost share agreements and noted they include work done on
10 the FD 1-4 tracts and total \$3,378,244.91.

11

12 There was brief discussion regarding the tracts.

13

14

15 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
16 the Earthwork Cost Share Agreements between the District and Hogan Farms, in substantial form,
17 and authorized the Chair to have final execution.

18

19

20

21

**Engineering Cost Share Agreement
between District and Hogan Farms**

22

23

24 Mr. Weyer gave an overview of the agreement.

25

26 Ms. Willson noted this is related to the assignment of the Phase 1 Engineering Agreement.

27

28 There was brief discussion regarding Mr. Hurst's vote, his relationship with Peninsula
29 Engineering, and Form 8B. It was noted there is no conflict of interest at this time.

30

31

32 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
33 the Engineering Cost Share Agreement between the District and Hogan Farms, in substantial
34 form, and authorized the Chair to have final execution

35

36

37

38

**Cost Share Agreement between District
and Master POA**

39

40

41 Ms. Willson gave an overview of the agreement and noted this is related to the private work that
42 is with the Master Association, in the amount of \$1,505,501.65.

43

44

45 ON MOTION by Mr. Casalanguida, seconded by Ms. Stockman, with all in favor, the Board
46 approved the Cost Share Agreement between the District and Master POA, in substantial form,
47 and authorized the Chair to have final execution.

48

1
2
3 **Assignment of Dissemination Agreement**
4 **to PFM**
5

6 Mr. Weyer gave an overview and noted this transfers the Disclosure Agreement to PFM.
7

8 Ms. Willson noted the motion should include termination of the existing agreement upon
9 commencement of the new agreement.
10

11
12 ON MOTION by Ms. Maurizi, seconded by Ms. Marinelli, with all in favor, the Board approved the
13 Assignment of Dissemination Agreement to PFM and terminated the Existing Agreement upon
14 Commencement of this Agreement.
15

16
17
18 **Earthwork and Roadway Construction**
19 **Change Order #1**
20

21 Ms. Johnson gave an overview of the change order updates, decrease in costs, and noted it is
22 with South Florida Excavation.
23

24 There was brief discussion regarding the deduction in fill and credits.
25

26 Mr. Casalanguida gave an overview of the lakes' fill purchasing and value. Hogan Farms will
27 release the fill to the contractor, and the contractor will credit Hogan Farms, with a bulk of that
28 going towards the CDD. It was noted the Letter Agreement and change order should be completed
29 at the same time.
30

31 There was brief discussion regarding the credit. It was noted that every 90 days, the Engineer of
32 Record and contractor will check the fill balance.
33

34
35 ON MOTION by Mr. Hurst, seconded by Ms. Marinelli, with all in favor, the Board approved the
36 Earthwork and Roadway Construction Change Order #1 and Letter Agreement, in substantial
37 form, and authorized the Chair, District Counsel, District Management and the District Engineer
38 to have final review and execution.
39

40
41
42 **Assignment of Peninsula Engineering**
43 **Agreement to District**
44

45 Ms. Johnson gave an overview of the original engineering contract, scope of services, costs, and
46 current agreement.

1
2 The Board reviewed the Assignment Agreement.

3
4 Ms. Willson gave an overview of the addendum to the owner consultant agreement.
5

6
7 ON MOTION by Mr. Casalanguida, seconded by Mr. Hurst, with all in favor, the Board approved
8 the Assignment of Peninsula Engineering Agreement to the District, in substantial form.
9

10
11
12 **License Agreement for CDD Storage Yard**
13 **on Hogan Farms Land**

14
15 Ms. Willson gave an overview of the storage yard license agreement and noted this is for onsite
16 storage of the District purchased construction materials.
17

18 It was noted there will be no additional fencing in that location. There is no additional purchases
19 required at this time.
20

21
22 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board
23 approved the License Agreement for CDD Storage Yard on Hogan Farms Land, in substantial
24 form.
25

26
27
28 **Landscape and Irrigation Procurement**
29 **Request**

30
31 Ms. Johnson gave an overview of the procurement process, evaluation criteria, and scope of
32 services. It was noted this will be for the landscape and irrigation needs of the CDD.
33

34 There was brief discussion regarding posting the request for proposals. District Counsel will work
35 with District Management on the notice.
36

37 There was also brief discussion regarding the Evaluation Committee meeting.
38

39
40 ON MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the Board approved
41 the Landscape and Irrigation Procurement Request.
42

43
44
45 **Ratification of CDD added as Co-permit**
46 **entity to ACOE permit**

1
2 Mr. Casalanguida gave an overview and noted this is solely for ratification.
3

4
5 ON MOTION by Ms. Maurizi, seconded by Ms. Marinelli, with all in favor, the Board ratified the
6 CDD being added as Co-permit entity to ACOE permit.
7

8
9
10 **District Construction Insurance Policies**
11 **Ratifications**
12

13 Mr. Weyer gave an overview of the insurance policies and noted there was an endorsement
14 change to the PFM address.
15

16
17 ON MOTION by Mr. Casalanguida, seconded by Ms. Marinelli, with all in favor, the Board ratified
18 the District Construction Insurance Policies.
19

20
21
22 **FOURTH ORDER OF BUSINESS**

Budgetary Matters

23
24 **Financials through March 31, 2026**
25

26 Mr. Weyer gave an overview of the financials including revenue, expenses, cash flow, budget to
27 actual, and balance sheet.
28

29
30 ON MOTION by Ms. Maurizi, seconded by Ms. Stockman, with all in favor, the Board accepted
31 the Financials through March 31, 2026.
32

33
34
35 **FIFTH ORDER OF BUSINESS**

Other Business

36
37 **Staff Reports**
38

39 **District Manager** – Mr. Weyer introduced Ms. Carvalho and Ms. Agoncillo from PFM.
40

41 **District Counsel** – No report.
42

43 **District Engineer** – Mr. Tryka noted there were a few completed payment requisitions.
44
45

46 **Board Members' Comments/Requests**
47

1 There were no comments or requests at this time.

2

3

4

Public Comments

5

6 There were no public comments at this time.

7

8

SEVENTH ORDER OF BUSINESS

Adjournment

9

10 There was no further business to discuss.

11

12

13

14

15

16

17

On MOTION by Mr. Casalanguida, seconded by Ms. Maurizi, with all in favor, the April 13, 2026, Board of Supervisors' Meeting of the Brightshore Community Development District was adjourned.

18

19

20

21

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

22

23

24



Brightshore Community Development District

Organizational Matters

- B. Consideration of Resolution 2026-04, Updated Board of Supervisors Slate of Officers

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS UPDATING THE OFFICERS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA FOR FISCAL YEAR 2025-2026; AND SETTING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to update the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	Nick Casalanguida
Vice Chairperson	Cee Cee Marinelli
Secretary	Vivian Carvalho
Assistant Secretary	Ramone Stockman
Assistant Secretary	Amanda Maurizi
Assistant Secretary	David Hurst
Assistant Secretary	G. Russell Weyer
Treasurer	Jennifer Glasgow
Assistant Treasurer	Angeline Agoncillo
Assistant Treasurer	Verona Griffith
Assistant Treasurer	Rick Montejano
Assistant Treasurer	Audrey Ryan

PASSED AND ADOPTED this 11th day of May, 2026.

ATTEST:

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors



Brightshore Community Development District

Administrative Matters

- A. Consideration of Termination of the
Construction Project Management Personnel
Leasing Agreement with Peninsula Improvement
Corporation

[INSERT DISTRICT LETTERHEAD]

May _____, 2026

Via U.S. Mail and Electronic Delivery

Peninsula Improvement Corporation
Attn: Kyle Fruth
2600 Golden Gate Parkway
Naples, Florida 34105
E-Mail: _____

Re: Brightshore Community Development District
Notice of Termination of Agreement

Dear Mr. Fruth:

As you are aware, this firm represents the Brightshore Community Development District (the "District"). The District and Peninsula Improvement Corporation entered into that certain *Personnel Leasing Agreement*, dated November 11, 2024 (the "Agreement").

Pursuant to Section 4 of the Agreement, the District may terminate the Agreement without cause upon thirty (30) days' written notice. The District hereby provides this written notice of termination of the Agreement effective May _____, 2026.

The District appreciates the services you have provided.

Sincerely,

Russ Weyer
District Manager

cc: Alyssa Willson, District Counsel



Brightshore Community Development District

Administrative Matters

B. Consideration of Construction Project
Management Personnel Leasing Agreement with
Peninsula Construction

PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as this “Agreement”) is made and entered into this 11th day of November, 2024, by and between **Peninsula Improvement Corporation**, a Florida corporation, **D/B/A Peninsula Construction**, with a mailing address of 2600 Golden Gate Parkway, Naples, Florida 34105, (hereinafter referred to as the “Lessor”) and **Brightshore Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o PFM Management Services LLC, 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (hereinafter referred to as the “Lessee” or “District”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements within the boundaries of the District; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District Manager is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the District desires to enter into an agreement for infrastructure construction project management services relating to the on-site construction of infrastructure improvements that will either be constructed by the District or acquired by the District; and

WHEREAS, Lessor agrees to provide a person qualified to render such services who may work under the direction of the District Manager from time-to-time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Paragraph 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual or individuals with qualifications appropriate to assist in infrastructure construction project management services, including construction contract administration functions, all as further described in Section 3 of this Agreement who will be designated by separate letter, for whatever sufficient time each week is necessary to complete the work (herein referred to as the “Construction Project Manager”). The Construction Project Manager’s salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Construction Project Manager; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Construction Project Manager.

3. DUTIES. The Construction Project Manager shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager. The Construction Project Manager shall be responsible for assisting the District Engineer in the management of District infrastructure construction projects in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants. The composition and functions of the Construction Project Manager is more specifically described in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by reference.

4. TERM. The initial term of this Agreement shall be for a one (1) year period, beginning **May**, 2026 (the "Commencement Date") and ending **May**, 2027. This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days' written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. OFFICE SPACE AND SUPPORT SERVICES. Lessee and Lessor shall coordinate to provide the Construction Project Manager with such supplies or support as shall be reasonably necessary for the Construction Project Manager to render services on behalf of Lessee in accordance with this Agreement.

6. COMPENSATION.

A. For and in consideration of the lease of the services to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor \$10.00 for the Construction Project Manager's time spent assisting District Engineer and Project Engineer with the management of the District's infrastructure construction projects. The District shall pay actual costs associated with providing the services including but not limited to the costs attached hereto as **Exhibit B**. Lessor shall submit a bill to the District Manager for any such actual costs. District and Lessor agree that any such payment permitted hereunder shall be payable from sources other than District operation and maintenance assessments including but not limited to any District bond series construction account funds; funds provided pursuant to a project completion agreement; or from funds provided pursuant to any developer funding agreement. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as the Construction Project Manager. In no event shall this Agreement be construed as an employment agreement between the Construction Project Manager and Lessee.

B. The parties agree and covenant that any change in services or compensation under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement.

7. CONTROL OF DISTRICT MANAGER. All services required to be rendered by the Construction Project Manager hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager or the District Manager's designee.

8. RELATIONSHIPS. Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Construction Project Manager shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Construction Project Manager, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Construction Project Manager.

9. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. JURY WAIVER. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

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

A. If to Lessor: Peninsula Improvement Corporation,
D/B/A Peninsula Construction
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

B. If to District: Brightshore Community Development District
3501 Quadrangle Blvd., Suite 270

Orlando, Florida 32817
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

13. INDEMNIFICATION. The parties agree to indemnify and hold each other harmless from and against any and all damages, losses or claims, up to the amounts set forth in section 768.28, Florida Statutes, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to gross negligence of the other.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF PENINSULA IMPROVEMENT CORPORATION D/B/A PENINSULA CONSTRUCTION MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

14. IMMUNITY. Lessor agrees that nothing contained in this agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

15. INSURANCE. Lessor shall, at its own expense, maintain insurance during the performance of the Construction Project Manager's Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage	\$500,000/\$1,000,000

(including Contractual)

Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

Lessor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. Lessor is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If Lessor receives notice of cancellation or non-renewal from an insurer, then Lessor shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.

If Lessor fails to have secured and maintained the required insurance, the District shall notify Lessor and, if such failure is not cured within three (3) business days of Lessor's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to Lessor.

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

17. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.

18. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

19. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

20. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

21. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

22. SEVERABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

23. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

24. CAPTIONS. The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

25. ENTIRE AGREEMENT; BINDING EFFECT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

26. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Attest:

Brightshore Community Development District

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Print Name

Print Name: _____

Attest:

**Peninsula Improvement Corporation,
D/B/A Peninsula Construction**

Witness

By: _____

Print Name

Print Name: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

The duties, obligations, and responsibilities of the Construction Project Manager are to assist the District Engineer in the provision of services in connection with the construction of the Master Capital Improvement Program for the District (the "Project") as more particularly described below (each of the items below together, the "Services"):

1. Attend Project preconstruction meetings with District and contractor for the Project (the "Contractor").
2. Coordination of District Board approved contractors performing various work items associated with District projects.
3. Coordination and attendance of periodic project construction meetings.
4. Assistance with bidding, in accordance with District rules of procedure and Florida law, for identified project services.
5. Provide initial review of improvements during site work, landscape and irrigation, hardscape, recreational items and building improvement installation.
6. Provide a second review of improvements during before mentioned improvements installation.
7. Assist District Engineer in the review of pay applications, improvements and documentation submitted by Contractor.
8. Coordinate Engineer's or Architect's responses to field questions and document changes or clarifications as needed by the Contractor, District and agencies having jurisdiction.
9. Coordinate the testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by District, the District Engineer and permitting agencies.
10. Perform such other tasks as may be determined necessary and agreed to by the parties to this Agreement.

The Construction Project Manager shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Construction Project Manager's professional and related services performed under this Agreement shall be the care and skill ordinarily used by consultants providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

EXHIBIT B

COSTS

TASK	SCOPE OF SERVICE	FEE TYPE	MONTHLY FEE ESTIMATE	TOTAL COST ESTIMATE
1	Miscellaneous Reimbursables	Direct Expense with Invoice	1. Office Supplies (As needed) 2. Misc. Construction and Site Related Expenses	\$10,000
2	Monthly Expense 1. Internet (Start Link) 2. Security (Camera Subscription) 3. Portable 4. Electric (LCEC Service Meter) 5. Gas (UTV)	Direct Expense with Invoice	1. Internet: \$120 (Estimate) 2. Security: \$120 (Estimate) 3. Portable: \$120 4. Electric: \$250 (Estimate) 5. Gas: \$100 (Estimate)	\$18,000
3	Utility Vehicle Lease 1. Gator UTV	Fixed Monthly	1. Lease: \$1,250	\$30,000



Brightshore Community Development District

Administrative Matters

- C. Consideration of Assignment of Agreement to Provide Potable Water, Wastewater and Irrigation Water Utility Services and First Amendment

**AGREEMENT TO PROVIDE
POTABLE WATER, WASTEWATER AND IRRIGATION WATER UTILITY SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this 13th day of December, 2022 by and between the Board of County Commissioners of Collier County, Florida, acting ex-officio as the Governing Board of the Collier County Water-Sewer District (hereinafter referred to as the “CCWSD”), and Hogan Farms, LLC (hereinafter referred to as “Landowner”).

RECITALS:

WHEREAS, the CCWSD provides water, wastewater and irrigation water service (collectively known as “utility services”), in an economical and environmentally beneficial manner to much of the unincorporated area of Collier County; and

WHEREAS, the Landowner wishes to obtain utility services for approximately 2,000 residential units, amenities, and up to 140,000 square feet of commercial and civic uses from the CCWSD; and

WHEREAS, this Agreement is intended to reduce to writing the terms and conditions between the CCWSD and the Landowner as to the exclusive provision of utility services by the CCWSD within the Brightshore SRA.

NOW, THEREFORE, the CCWSD and the Landowner agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The Landowner shall construct and pay for potable and irrigation quality water mains and wastewater facilities within the Brightshore SRA development including but not limited to gravity sewers, wastewater force mains and pump stations, CCWSD utility communication fiber optic cable inside conduit, and a community pump station and convey such facilities to the CCWSD in the manner provided in the applicable CCWSD policies and County ordinances, including but not limited to Ordinance No. 2004-31, as amended, otherwise known as the Collier County Utilities Standards and Procedures Ordinance (the “Utilities Standards Ordinance”), all of which as may be amended by the Board of County Commissioners from time to time.
3. The CCWSD shall construct potable water transmission mains, wastewater force mains and irrigation quality water (IQ) transmission facilities from the CCWSD utility site to the Point of Connection for Brightshore SRA which shall be available to serve Brightshore SRA’s demand by the anticipated “Service Date” including all FDEP certifications, and will continue to be able to serve the Brightshore Village in accordance with its development schedule as defined in Exhibit A. The anticipated “Service Date” is currently January 6, 2024 but may be subject to change due to supply chain issues. The CCWSD fully supports the Landowner to construct required infrastructure in anticipation of available utility services and will support the application of FDEP permits for the development project.

4. The Point of Connection shall be at the southeast corner of the Brightshore Village SRA, as generally depicted on Exhibit B.
5. The CCWSD agrees to provide the necessary potable/fire water design flows at a minimum pressure of 60 psi in the potable water system at the Landowner's Point of Connection by the anticipated "Service Date."
6. The Landowner will reserve approximately 5.0 acres as generally depicted on Exhibit C for CCWSD use. CCWSD will provide a minimum of 30 days' notice of intent to purchase the property. Upon receipt of payment by CCWSD, the Landowner shall convey to the CCWSD the property in fee simple, free, and clear of all liens and encumbrances, by statutory warranty deed, the form of which is attached hereto as Exhibit D. The Landowner will be responsible for paying any and all costs of any title work and searches and shall be responsible for all costs for promptly removing or curing any liens, encumbrances or deficiencies revealed in any title work. The Landowner will promptly provide the Office of the County Attorney with an executed deed, suitable for recording. Upon receipt, the County shall assume all costs associated with the recordation of the deed. The value of the land depicted on Exhibit C shall be determined by two accredited appraisers who are mutually agreed upon by the parties. The purchase price shall be based on the market value of the land as set aside just prior to the SRA action and shall be equal to the average of the two appraisals. The parties shall share equally in the appraisal costs. The valuation methodology for the appraisals shall be consistent with the methodology utilized for typical County right-of-way acquisition. Upon use of the property CCWSD shall install and maintain a Type B buffer along the south and west boundary. No buffer will be required on the east or north sides of this parcel.
7. The Landowner will also provide at no cost to CCWSD temporary and permanent easements as generally shown on Exhibit E within ninety (90) days of a written request from the CCWSD. Where feasible and at the discretion of the CCWSD, the Landowner and CCWSD will work together to try and reduce the size and locations of the easements. The Landowner shall promptly provide the Office of the County Attorney with the executed easements suitable for recording, utilizing a form approved by the Office of the County Attorney. Upon receipt, the County shall assume all costs associated with the recordation of the easements.
8. The CCWSD agrees to provide a wastewater system head value of 60 psi for the projected wastewater flows at the Landowner's Point of Connection by the anticipated "Service Date."
9. The CCWSD agrees to provide the necessary irrigation water design flows at a minimum pressure of 60 psi in the IQ water system at the Landowner's Point of Connection by the anticipated "Service Date." An IQ water ground storage tank and/or an associated IQ water pump station may also be constructed by the CCWSD on property provided by the Landowner as growth occurs in the area.

CAO

10. The Landowner agrees to provide the IQ water distribution system basis of design for review and approval by the CCWSD to ensure reliable operation at build-out based on a minimum connection pressure of 60 psi.
11. An internal residential IQ system must be installed to serve all areas including residential areas, common areas and the Village Center in accordance with the LDC to the Point of Connection.
12. The CCWSD will install IQ meters and manage and bill residents based on their IQ water consumption at the CCWSD Board approved IQ rates for the IQ service provided regardless of the CCWSD's water source(s). The Landowner shall pay for the cost of the IQ meter installation by the CCWSD.
13. The Landowner will pre-pay water and wastewater impact fees to the CCWSD (the "prepayment") for 250 ERCs. CCWSD shall reserve water capacity equivalent to 250 ERC's and wastewater capacity equivalent to 250 ERCs. The prepayment shall be at the then current CCWSD Board approved rates for water and wastewater impact fees. Landowner may use 50% of these credits per dwelling unit as each building permit is issued thereon until the development is either completed or the credits are exhausted or have been assigned as provided for in the Collier County Impact Fee Ordinance. Impact fees will be prepaid at the then current rate and Landowner shall be responsible for any difference between the prepayment amount per ERC and the rate in effect at the time of building permit application submittal.
14. The prepayment shall be due no later than thirty (30) days after Landowner's receipt and acceptance of:
 - a. An approved and non-appealable SRA for the Brightshore SRA development.
 - b. All required and non-appealable permits from the South Florida Water Management District or any other federal or state regulatory authorities for the first phase of development associated with "c" below.
 - c. Approval by the Board of County Commissioners of the first plat within the development.
15. This Agreement shall remain in effect until terminated by the County or the Landowner. Any party may terminate this Agreement, with or without cause, by providing written notice to the other parties prior to the date that either the CCWSD or the Landowner commit any affirmative act to construct or provide potable water, wastewater or irrigation water utility service, including but not limited to entering into an agreement hiring a contractor or a consultant to provide utility construction-related services in furtherance of this Agreement. Any attempt to terminate the Agreement once any party has incurred any expense in furtherance of fulfilling its duties under the Agreement, without the express written consent of the other parties, shall be considered a nullity. Termination shall be effective one hundred eighty (180) days after receipt of said written notice. This Agreement may be amended from time to time upon the written consent of all parties. Any amendment to the Agreement must be in writing and must be executed with the same formalities as this original Agreement.

16. **NOTICES.** All notices required under this Agreement shall be directed to the following offices: For the County: Office of the County Manager, 3299 Tamiami Trail East, Suite 202, Naples, Florida 34112. For the Landowner: David Genson/President of Development, Barron Collier Companies, 2600 Golden Gate Parkway, Naples, FL 34105.
17. **INDEMNIFICATION.** To the extent allowed by law, each party agrees to indemnify, defend and hold harmless the other, its officers, board members, council members, agents and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and actions of whatever kind or nature, including attorney's fees and costs (and costs and fees on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or material breach of this Agreement by such party, its officers, board members, council members, agents or employees. The foregoing indemnification shall not constitute a waiver of the CCWSD's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by any party to indemnify another party for such other party's negligent, willful or intentional acts or omissions.
18. This Agreement may be executed in counterpart, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument. The County may record this Agreement in the Public Records of Collier County.

Remainder of Page Intentionally Left Blank
Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY FLORIDA, AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT

ATTEST: Crystal K. Kinzel, Clerk of Courts

By: [Signature]

Deputy Clerk Attest as to Chairman's signature only

Approved as to form and legality:

[Signature]
Jeffrey A. Klatzkow, County Attorney

By: [Signature]
William L. McDaniel, Jr., Chairman

HOGAN FARMS, LLC

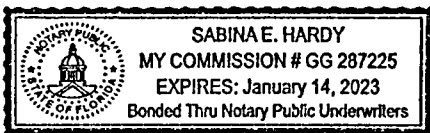
BY: [Signature]

PRINT: David B. Genson

TITLE: Vice President of Barron Collier Corporation, its Manager

STATE OF FLORIDA
COUNTY OF Collier

The foregoing agreement was acknowledged before me by means of physical presence or online notarization this 30th day of November, 2022 by David B. Genson, as Vice President of Barron Collier Corporation, Manager of Hogan Farms, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.



[Signature]
(Signature of Notary Public)

Sabina E. Hardy
(Print Name of Notary Public)



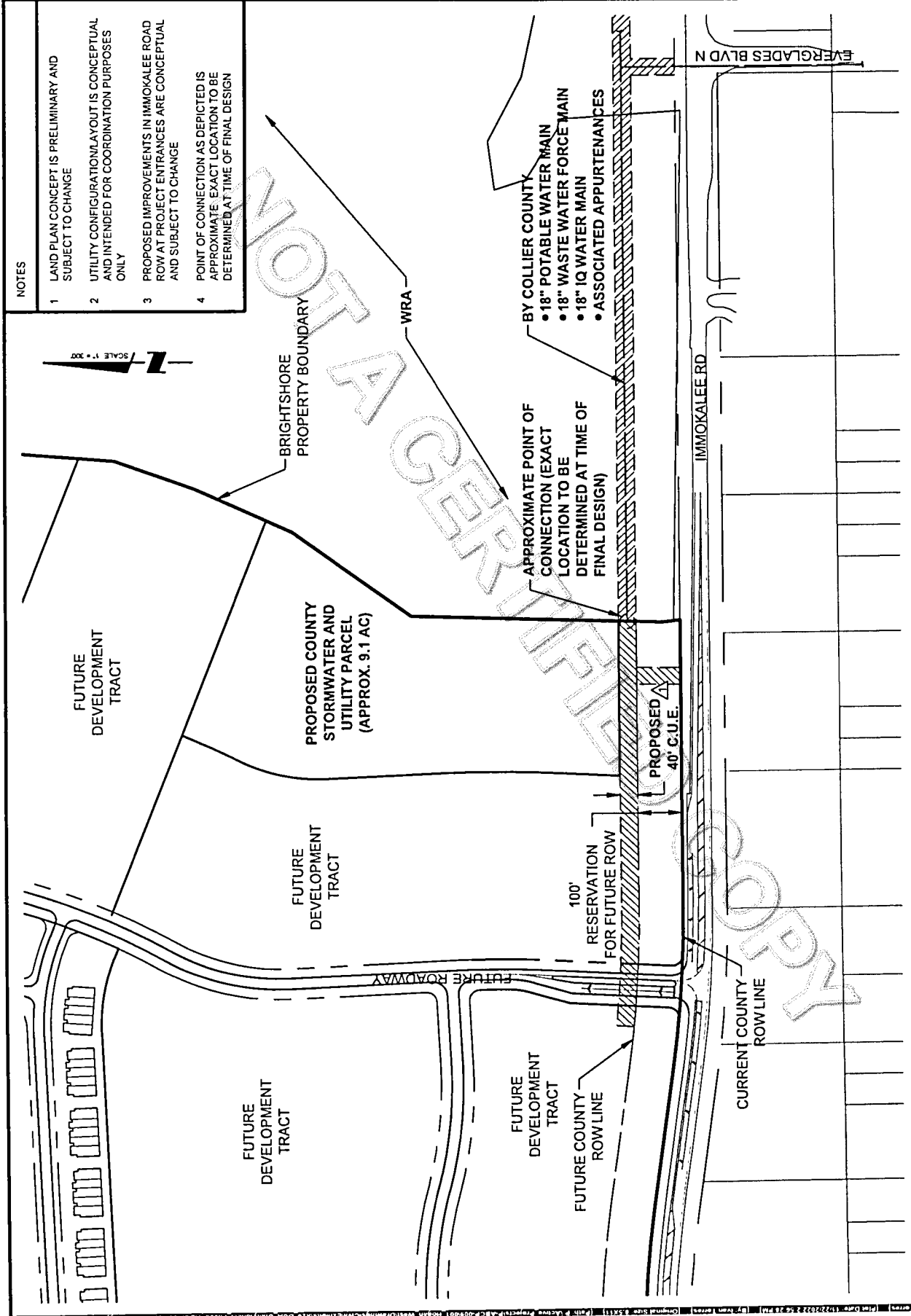
EXHIBIT A

DEVELOPMENT SCHEDULE

	YEAR																Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Multi-Family	-	-	-	-	-	-	-	-	-	-	-	-	75	200	175	50	500
SF Detached	25	100	100	100	100	100	100	100	100	100	100	100	150	75	75	75	1,500
Total Res.	25	100	100	100	100	100	100	100	100	100	100	100	225	275	250	125	2,000
Non-Res. (sf)	-	-	-	-	-	-	-	60,000	-	40,000	-	-	40,000	-	-	-	140,000

NOT A CERTIFIED COPY





- NOTES**
- 1 LAND PLAN CONCEPT IS PRELIMINARY AND SUBJECT TO CHANGE
 - 2 UTILITY CONFIGURATION LAYOUT IS CONCEPTUAL AND INTENDED FOR COORDINATION PURPOSES ONLY
 - 3 PROPOSED IMPROVEMENTS IN IMMOKALEE ROAD ROW AT PROJECT ENTRANCES ARE CONCEPTUAL AND SUBJECT TO CHANGE
 - 4 POINT OF CONNECTION AS DEPICTED IS APPROXIMATE. EXACT LOCATION TO BE DETERMINED AT TIME OF FINAL DESIGN

SEC 19, 19 TWP 47S RGE 28E
 Designed by JOHN ENGLISH, P.E.
 Drawn by IVAN TORRES
 Date SEPTEMBER 2022
 Drawing Scale 1" = 300'
 Project Number P-ABCP-009
 File Name P-ABCP-009-001-X26-B.dwg
 Sheet ID X26-B
 Sheet Number 02 of 04

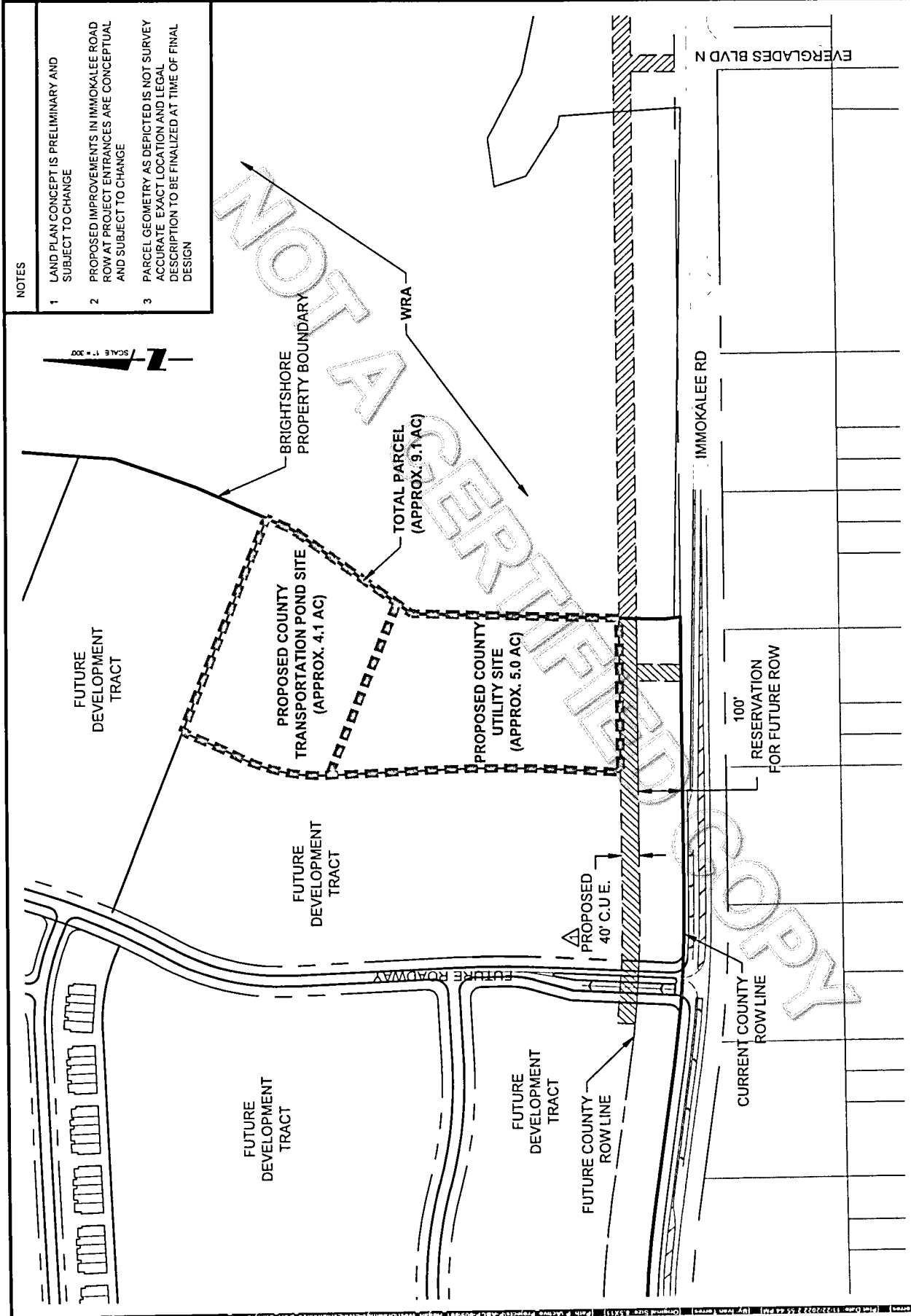
No.	Revision	Date
1	REVISED PER COUNTY COMMENTS	1/10/2022

CLIENT
 BARRON COLLIER PARTNERSHIP, LLLP

TITLE
 POTENTIAL COLLIER COUNTY CONNECTION DCA EXHIBIT (B)

PROJECT
 BRIGHTSHORE VILLAGE

PENINSULA ENGINEERING
 239 403 6700
 Pen-Eng.com
 Florida Engineering C.A.#28275
 Florida Landscape C.A.#C7600632



NOTES

- LAND PLAN CONCEPT IS PRELIMINARY AND SUBJECT TO CHANGE
- PROPOSED IMPROVEMENTS IN IMMOKALEE ROAD ROW AT PROJECT ENTRANCES ARE CONCEPTUAL AND SUBJECT TO CHANGE
- PARCEL GEOMETRY AS DEPICTED IS NOT SURVEY ACCURATE. EXACT LOCATION AND LEGAL DESCRIPTION TO BE FINALIZED AT TIME OF FINAL DESIGN

REVISIONS

No.	Revision	Date
1	ISSUED PER COUNTY COMMENTS	1/10/22

CLIENT

BARRON COLLIER PARTNERSHIP, LLLP

TITLE

POTENTIAL COLLIER COUNTY PARCEL DCA EXHIBIT (C)

PROJECT

BRIGHTSHORE VILLAGE

PENINSULA ENGINEERING

239 403 6700
Pen-Eng.com

Florida Engineering C.A.#20275
Florida Landscape C.A.#C26009632

SEC 18, 19 TWP 47S RGE 28E

Designed by: JOHN ENGLISH, P.E.
Drawn by: IVAN TORRES
Date: SEPTEMBER 2022
Drawing Scale: 1" = 300'
Project Number: P-ABCP-009
File Name: P-ABCP-009-001-X26-C.dwg
Sheet ID: X26-C
Sheet Number: 03 of 04

EXHIBIT D

PROJECT:
PARCEL:

WARRANTY DEED

THIS WARRANTY DEED is made this _____ day of _____, 2022, by **Hogan Farms, LLC** a Florida limited liability company, whose address is 2600 Golden Gate Parkway (hereinafter referred to as "Grantor"), to **BOARD OF COMMISSIONERS OF COLLIER COUNTY, FLORIDA AS EX-OFFICIO THE GOVERNING BOARD OF THE WATER-SEWER DISTRICT**, its successors and assigns, whose post office address is 3335 Tamiami Trail East, Suite 101, Naples, Florida, 34112 (hereinafter referred to as "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Collier County, Florida, to wit:

See Attached Exhibit "A" which is incorporated herein by reference.

Subject to easements, restrictions, and reservations of record.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except as noted above.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.



Hogan Farms, LLC
a Florida limited liability company

Witness (Signature)

By: _____

Print: _____

Print Name: _____

Print Title: _____

Witness (Signature)

Print: _____

STATE OF FLORIDA
COUNTY OF _____

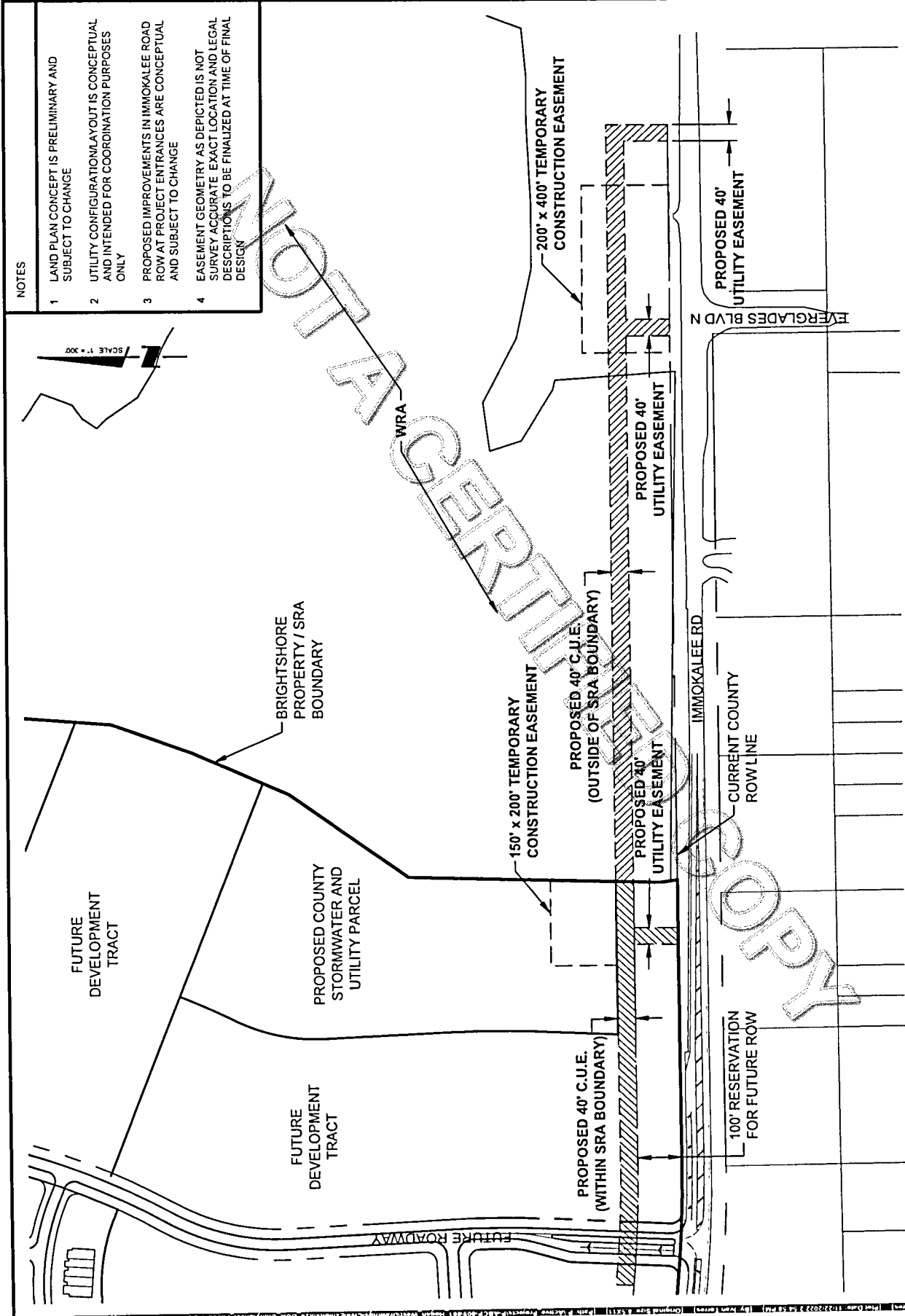
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022 by _____, as _____ of Hogan Farms, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

(Print Name of Notary Public)

NOTARIZED
CERTIFIED COPY





NOTES

- 1 LAND PLAN CONCEPT IS PRELIMINARY AND SUBJECT TO CHANGE
- 2 UTILITY CONFIGURATION LAYOUT IS CONCEPTUAL AND INTENDED FOR COORDINATION PURPOSES ONLY
- 3 PROPOSED IMPROVEMENTS IN IMMOKALEE ROAD ROW AT PROJECT ENTRANCES ARE CONCEPTUAL AND SUBJECT TO CHANGE
- 4 EASEMENT GEOMETRY AS DEPICTED IS NOT SURVEY ACCURATE. EXACT LOCATION AND LEGAL DESCRIPTIONS TO BE FINALIZED AT TIME OF FINAL DESIGN.

SEC 18 19	TWP 47S	RGE 28E
Designed by	JOHN ENGLISH, P.E.	
Drawn by	NVAN TORRES	
Date	SEPTEMBER 2022	
Drawing Scale	1" = 300'	
Project Number	P-ABCP-009	
File Name	P-ABCP-009-001-X26-X.dwg	
Sheet ID	X26-X	
Sheet Number	04 of 04	

REVISIONS	No	Reason	Date
	1	REVISED PER COUNTY COMMENTS	10/20/22

CUSTOMER
BARRON COLLIER PARTNERSHIP, LLLP

TITLE
POTENTIAL OFFSITE COUNTY UTILITY EASEMENTS EXHIBIT "E"

PROJECT
BRIGHTSHORE VILLAGE

PENINSULA ENGINEERING
 239.405.6700
 Pen-Eng.com
 Florida Engineering C.A.#18375
 Florida Landscape C.A.#C2600632

AMENDMENT TO AGREEMENT TO PROVIDE
POTABLE WATER, WASTEWATER AND IRRIGATION WATER UTILITY SERVICES

This Amendment to an Agreement between the parties dated December 13, 2022, (“Agreement”) is made and entered into this 8th day of July, 2025 by and between the Board of County Commissioners of Collier County, Florida, acting ex-officio as the Governing Board of the Collier County Water-Sewer District (hereinafter referred to as the “CCWSD”), and Hogan Farms, LLC (hereinafter referred to as “Landowner”).

RECITALS:

WHEREAS, the CCWSD provides water, wastewater and irrigation water service (collectively known as “utility services”), in an economical and environmentally beneficial manner to much of the unincorporated area of Collier County; and

WHEREAS, on December 13, 2022, the parties entered into an Agreement regarding the County providing potable water, wastewater and irrigation utility services to the Brightshore SRA development; and

WHEREAS, the parties wish to amend the agreement as follows:

1. Paragraph 6 is hereby amended by adding the following provision:
 - 6b. The Landowner, through the Brightshore Community Development District (CDD), shall provide a guaranteed maximum price, using the same pricing that was publicly bid using the CDD’s bid values for the hard costs and include a fixed construction engineering, inspection, and management fee. The not to exceed estimate is included as Exhibit “F”. The estimate includes the excavation of the Collier County Transportation’s Pond site located on Tract CTY-2 and the placement of the excavated material on the CCWSD’s lands as depicted on the plan as Exhibit “G”, The estimate and the plan shall be collectively referred to as the “Work”. The CCWSD will have 90-days to review the pricing and approve the Work. If the CCWSD approves the Work, The CDD will start the Work no sooner than January 1, 2026, and substantially complete the Work no later than December 31, 2026 subject to any unanticipated permit delays or supply chain issues. CCWSD shall reimburse the CDD for all costs to complete the Work in an amount not to exceed \$401,398.00. The CCWSD reimbursement to the CDD shall be made no later than 60 days after substantial completion of the Work. In no event shall CCWSD pay more than the actual costs to do the Work and in no event pay more than the guaranteed maximum price.

If there is additional Fill Material available from the Tract CTY-2’s Pond site after utilizing it for the Work, the remaining fill material shall remain the property of the Landowner or the CDD until the Tract CTY-2 is conveyed to the County.

2. Except as modified by this Amendment, the Agreement as Extended shall remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ATTEST:
Crystal K. Kinzel, Clerk of Courts

by: [Signature]
Deputy Clerk
Attest as to Chairman's
signature only

Approved as to form and legality

[Signature]
Jeffrey A. Klatzkow, County Attorney

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA, AS
EX-OFFICIO THE GOVERNING BOARD
OF THE COLLIER COUNTY WATER-
SEWER DISTRICT

BY: [Signature]
Burt L. Saunders, Chairman

HOGAN FARMS, LLC

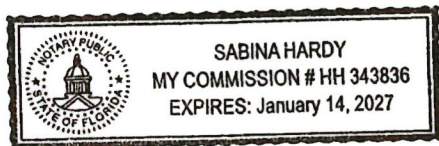
BY: [Signature]

PRINT: BRIAN GOGUEN
VICE PRESIDENT, BARRON COLLIER CORP.

TITLE: MANAGER OF HOGAN FARMS, LLC

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing agreement was acknowledged before me by means of physical presence of online notarization this 25 day of JUNE, 2022 by BRIAN GOGUEN as VP BARRON COLLIER CORP of HOGAN FARMS, LLC who is personally known to me or who has produced _____ as identification.



[Signature]
(Signature of Notary Public)

Sabina E. Hardy
(Print Name of Notary Public)



Brightshore Community Development District

Administrative Matters

- D. Consideration of form of Easement
Encroachment Agreement
for builder irrigation items



Brightshore Community Development District

Administrative Matters

- E. Consideration of Commercial Excavation Agreement

EXCAVATION PERFORMANCE AGREEMENT

THIS EXCAVATION PERFORMANCE AGREEMENT entered into this _____ day of _____, 2026 between **Brightshore Community Development District** hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an excavation permit in accordance with Section 22-106, *et al.* of the Collier County Code of Laws and Ordinances, and the Collier County Land Development Code, including but not limited to Section 3.05.10 (collectively, the "Excavation Regulations"); and

WHEREAS, the Excavation Regulations require the Developer to post appropriate guarantees and execute an Excavation Performance Security Agreement stating applicant will comply with the Excavation Regulations and Excavation Permit No. _____ (the "Excavation Permit").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Excavation Regulations and the Excavation Permit (the "Excavation Work").
2. Developer herewith tenders its excavation performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$_____.
3. In the event of default by Developer or failure of Developer to complete the Excavation Work within the time required by the Excavation Regulations and Excavation Permit, Collier County, may call upon the excavation performance security to insure satisfactory completion of the Excavation Work.
4. The Excavation Work shall not be considered complete until Developer notifies the County that the Excavation Work is complete and the final Excavation Work is reviewed and approved by the County Manager or designee for compliance with the Excavation Regulations.
5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Excavation Work is complete, either: a) notify Developer in writing of his approval of the Excavation Work; or b) notify the Developer in writing of his refusal to approve the Excavation Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Excavation Work.
6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the excavation performance security to secure satisfactory completion, repair and maintenance of the Excavation Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the Excavation Work. The Developer, as principal under the excavation performance

security, shall be liable to pay and to the extent permitted by law and without waiving sovereign immunity or the limitations of liability adopted by the Florida Legislature in Section 768.28, Florida Statutes, to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2026.

SIGNED IN THE PRESENCE OF:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

AS TO DEVELOPER:

Brightshore Community Development District

By: _____

Nick Casalanguida, Chairman

AS TO BOARD:

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

Approved as to form and legality:

County Attorney/Assistant County Attorney

By: _____
Jaime Cook, Director
Development Review Division
as designee of the County Manager
pursuant to Resolution No. 2015-162



Brightshore Community Development District

Administrative Matters

F.Consideration of Excess Fill Donation Letter
Agreement

April 7, 2026

Brightshore Community Development District
c/o Barron Collier Companies
2600 Golden Gate Parkway
Naples, Florida 34105

Hogan Farms, LLC
c/o Barron Collier Companies
2600 Golden Gate Parkway
Naples, Florida 34105

Re: Excess Fill Donation Letter Agreement

Ladies and Gentlemen:

This Letter Agreement (“**Agreement**”) is entered into by and between Hogan Farms, LLC, a Florida limited liability company (“**Landowner**”), the Brightshore Community Development District, a local unit of special-purpose government established by Chapter 190, Florida Statutes (“**CDD**”), and South Florida Excavation, a Florida corporation (“**Contractor**”), acting as excavation contractor on behalf of the CDD. Hereafter, Landowner, CDD, and Contractor may each be referred to herein as a “**Party**” and collectively as the “**Parties**”, as the context permits.

WHEREAS, Hogan Farms and the CDD previously entered into a Letter Agreement dated as of January 12, 2026 (the “January 2026 Agreement”), pursuant to which Landowner reserved the right to all fill generated from the Subject Property (as defined in the January 2026 Agreement); and

WHEREAS, the Parties desire to enter into this Agreement to memorialize their understanding with respect to Excess Fill (as defined hereinbelow).

WHEREAS, South Florida Excavation is currently party to an existing contract with the CDD for excavation services, and the Parties desire to memorialize that the obligations and authorizations extended to South Florida Excavation under this Agreement shall be incorporated into and reflected in a Change Order to such existing contract between the CDD and South Florida Excavation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration exchanged between the Parties, Landowner, Contractor and CDD agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and accurate and are incorporated herein by reference. Capitalized terms not defined herein shall have the meaning set forth in the January 2026 Agreement.
2. Excess Fill Donation; Valuation and Credit.
 - a. Donation of Excess Fill Value. Hogan Farms hereby donates to the CDD, and the CDD agrees to accept, the value of the Excess Fill (as defined below) located within the boundaries of the Subject Property (and allocated to the CDD per sub-Section 2(c), below), subject at all times to Landowner’s right to allocate each monthly credit installment either to the benefit of Landowner or to the benefit of the CDD, as provided in Section 2(c). **THE VALUE OF THE EXCESS FILL AND THE EXCESS FILL ITSELF IS DONATED “AS-IS/WHERE-IS”, AND WITHOUT REPRESENTATION OR**

WARRANTY OF ANY KIND, OFF OF WHICH ARE HEREBY DISCLAIMED BY LANDOWNER TO THE FULLEST EXTENT PERMITTED BY LAW.

- b. Valuation. The Parties agree that the “as-is/where-is” value of the Excess Fill is Nine and 00/100 Dollars (US \$9.00) per cubic yard, based upon a calculated fill volume of 800,000 cubic yards, for a total “as-is/where is” donation value of Seven Million Two Hundred Thousand and 00/100 Dollars (US \$7,200,000.00).
- c. Monthly Credit. The Parties agree that the \$7,200,000 in projected donation value will be applied (at Landowner’s election, in Landowner’s sole and absolute discretion), either as a credit to the CDD for the CDD to apply to amounts otherwise due to Contractor, and/or allocated to Landowner, as a credit against amounts Landowner would otherwise owe Contractor); provided, however, that no more than Three Hundred Thousand and 00/100 Dollars (US \$300,000.00) of value shall be allocated between CDD and Landowner per month, commencing two (2) months following the full execution of this Agreement and the applicable Change Order, for a period of twenty-four (24) consecutive months, until the total agreed donation value has been fully credited.. Notwithstanding the foregoing, it is agreed that the CDD shall, at a minimum, receive a total donation credit allocated by Landowner in an amount sufficient to cover the full cost of excavation of the Excess Fill as determined by the Contractor’s invoices. For the avoidance of doubt, it is recognized that only the credits allocated by Landowner to the CDD (for the CDD to apply to Contractor’s invoices) shall be deemed a donation by Landowner to the CDD.

3. Definition of Excess Fill; CDD Removal Rights.

- a. Definition of Excess Fill. For purposes of this Agreement, “Excess Fill” means all fill material available on the Subject Property after the following quantities of fill have first been reserved: The fill material described in subclauses (i) through (iv) below is referred to herein collectively as the “Reserved Fill.” The specific quantities of Reserved Fill allocated to each category—comprising fill reserved for (i) the Landowner for its remaining Brightshore Lands, (ii) the Brightshore Master Property Owners Association (BMPOA), (iii) the residential builders within the Brightshore Lands, and (iv) the CDD to complete its approved site development work—are set forth in and shall be governed by the Fill Calculations Table (Exhibit A1). The quantities of reserved fill and donated Excess Fill shall be identified and tracked in accordance with the fill volume calculations set forth in Exhibit A1 attached hereto (“Fill Calculations Table”), and whose location is further described in Exhibit A2 (“Fill Location Map”), which are incorporated herein by reference.
 - i. fill reserved to Landowner for Landowner’s remaining lands within the Brightshore Lands, pursuant to the Collier County – approved site development plans;
 - ii. fill reserved for the Brightshore Master Property Owners Association (BMPOA) for BMPOA lands within the Brightshore Lands, pursuant to the Collier County – approved site development plans;
 - iii. fill reserved for the residential builders within the Brightshore Lands pursuant to prior fill agreements, or as amended, between such builders and the CDD; and
 - iv. fill reserved for the CDD to complete its work pursuant to the Collier County-approved site development plans for the Brightshore Lands.
- b. CDD Right to Remove Excess Fill; Contractor Right to Perform Excavation. Subject to the reservations described in Section 3(a), above, and the monitoring and pause provisions in

Section 5, below, the CDD may excavate and remove the Excess Fill from within the boundary of the Subject Lands, at such times and in such manner as the CDD determines appropriate, in coordination with Landowner and consistent with applicable laws, permits, and approvals. South Florida Excavation, as Contractor, is authorized by the CDD to physically excavate, load, haul, and remove the Excess Fill on behalf of and subject to the direction of the CDD. The Contractor's right of access and removal is derivative of the CDD's rights hereunder and is subject to all the same conditions, limitations, and obligations set forth in this Agreement.

4. Excavation Costs; Use of Credit.

- a. Excavation Costs. The CDD shall be solely responsible, at its own cost and expense, for all costs associated with excavating, handling, transporting, and otherwise removing the Excess Fill, which the Parties understand and estimate to be approximately Three Million and 00/100 Dollars (US \$3,000,000.00). Landowner shall have no obligation to pay, reimburse, or contribute to any such costs.
- b. Use of Credit. The CDD may apply any credit received under this Agreement toward any and all lawful purposes within the CDD's authority, in its sole discretion; provided, however, that the CDD shall receive, at a minimum, a total credit under this Agreement sufficient to cover the full cost of excavation of the Excess Fill as reflected in the Contractor's invoices for such work.

5. Monitoring, Reporting, and Protection of Reserved Fill.

- a. Quarterly Reporting. Commencing on the date that the CDD commences site-work within the Subject Property, the CDD shall provide Landowner with quarterly written reports, prepared jointly by South Florida Excavation, the design engineer of record and reviewed by the CDD's engineer of record, detailing:
 - i. the status of excavation and removal of Excess Fill; and
 - ii. an updated fill quantity calculation demonstrating that there remains sufficient fill on site to satisfy, in full, the four reservations identified in Section 3(a)(i)–(iv).
- b. Fill Balance Threshold and Pause of Removal. If any quarterly update indicates that the remaining fill on site is within ten percent (10%) of the total fill volume required to satisfy the four reservations described in Section 3(a)(i)–(iv), then the CDD shall promptly:
 - i. notify Landowner in writing of such condition; and
 - ii. direct its contractor(s) to immediately pause the removal of any additional fill from within the Brightshore Lands, other than fill necessary to fulfill the reservations set forth in Section 3(a)(i)–(iv), until such reservations have been fully satisfied or the Parties mutually agree in writing to a different approach.
- c. Cooperation. The Parties shall reasonably cooperate in sharing data, plans, and calculations necessary to confirm fill quantities and to ensure that the reserved fill obligations are fully satisfied. The Parties acknowledge that the fill quantities identified in this Agreement and

in the Fill Calculations Table (Exhibit A1) are estimates based on available design drawings and surveys as of the Effective Date, and that actual quantities may vary as construction and excavation progress. Accordingly, the Parties agree to negotiate in good faith and to execute a written amendment to this Agreement in the event that material changes to the quantity of available fill material are identified, in order to equitably adjust the Reserved Fill allocations, the Excess Fill volume, and/or the donation value and credit schedule set forth herein.

- d. Design Drawings. The fill quantities and boundaries identified in this Agreement are based upon the design drawings and boundary survey dated April 7, 2026 and May 1, 2024 respectively on file with Collier County and/or Peninsula Engineering for the Subject Property (collectively, “Design Drawings”). The Design Drawings shall serve as the primary reference documents for identifying, verifying, and measuring both the reserved fill and Excess Fill under this Agreement. In the event of any discrepancy between field conditions and the Design Drawings, the Parties and the Contractor shall promptly confer to reconcile such discrepancy in accordance with the procedures set forth in Section 5(c).
6. Additional Fill Identified During Project Due to Lake Reconfiguration or Reductions made to the reservations set forth in Section 3(a)(i-iv) . In the event that additional fill material is discovered or becomes available on the Subject Property during the life of this project beyond the quantities identified in the Fill Calculations Table (Exhibit A1) and the Design Drawings, such additional fill shall remain the sole property of Hogan Farms, LLC. Landowner, at its sole and exclusive discretion, may elect to: (i) donate the value of such additional fill, in whole or in part, to the CDD; (ii) apply the value of such additional fill against Hogan Farms’ excavation invoices from the Contractor; or (iii) retain such additional fill for Landowner’s own use and benefit. No obligation to donate or credit any additional fill to the CDD shall arise under this Agreement without Landowner’s express written consent.
7. Term; Miscellaneous.
 - a. Term. This Agreement shall become effective on the date it is fully executed by the Parties (the “Effective Date”) and shall remain in effect until: (a) the Excess Fill has been fully excavated and removed or otherwise disposed of by the CDD; and (b) the full \$7,200,000 credit has been applied in accordance with Section 2(c), unless earlier terminated or amended by mutual written agreement of the Parties.
 - b. Miscellaneous. Landowner shall have the right, but not the obligation, to record a memorandum of this agreement against all or any portion of the Subject Property. In addition, the Parties agree to cooperate and work in good faith at all times for the purposes of confirming and effectuating the spirit and intent of this Agreement. This Agreement shall be governed under Florida law and venue for any proceeding shall be exclusively in Collier County, Florida. If any Party defaults under its obligations under this Agreement, the other Party shall be entitled to pursue all legal and equitable remedies available under applicable law, but expressly excluding lost profits, special or punitive damages; however, nothing herein shall be deemed a waiver by the CDD of its sovereign immunity rights under Florida law. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures

hereon transmitted by facsimile or electronic means shall be deemed original for all purposes.

If the foregoing accurately sets forth our agreement, please indicate the CDD's acceptance by signing below, whereupon this Agreement shall become effective as of the date of the last signature. South Florida Excavation's signature below acknowledges its agreement to be bound by the obligations applicable to the Contractor hereunder.

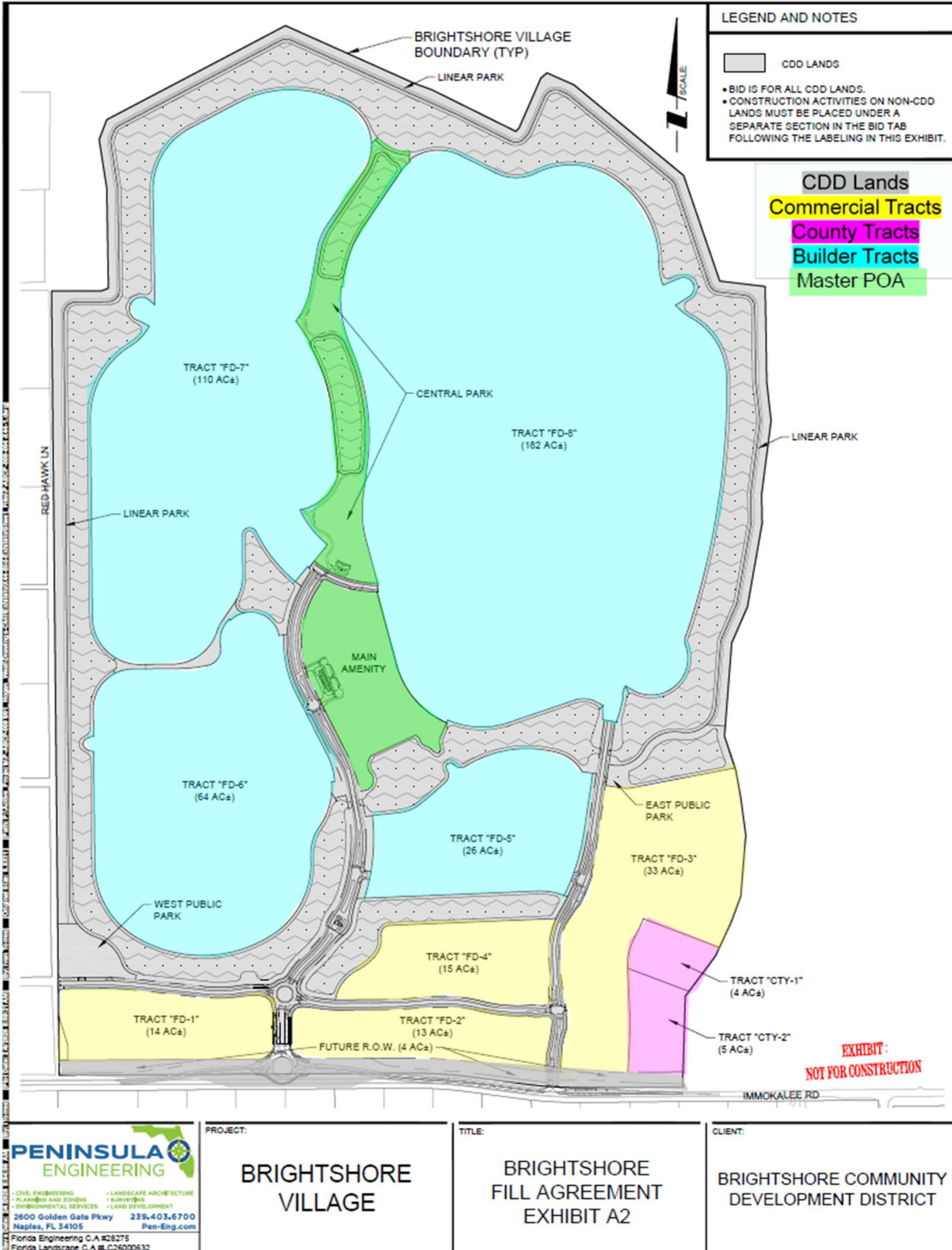
<p>HOGAN FARMS, LLC, a Florida limited liability company By: Barron Collier Corporation, a Florida corporation Its: Manager</p> <p>By: _____ Jeff Sonalia, Vice President</p> <p>By: _____ Brian Goguen, Vice President</p>	<p>BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Fla. Stat. Ch. 190, located in Collier County, FL</p> <p>By: _____ Nick Casalanguida, Chairperson of the Board of Supervisors</p> <p>ATTESTATION OF DISTRICT MANAGER:</p> <p>By: _____ _____, District Manager</p>
<p>SOUTH FLORIDA EXCAVATION, a Florida [entity type], as Contractor</p> <p>By: _____ Name: <u>Russell Anderson</u> Title: <u>President</u></p>	

EXHIBIT A1

FILL AND EXCAVATION CALCULATIONS TABLE

Fill and Excavation Calculations Table							
Entity	Zone	Excavation					
		January 6, 2026		April 13, 2026		TBD	
		Original Contract		Change Order #1 (Lake 7 Expansion)		Future Change Order (Fill Re-Allocation)	
CDD	Onsite ROWs	552,708		923,581		1,214,978	
	Perimeter Park						
	Immokalee ROW/Future ROW						
	Lakes/Open Space						
Builders	Taylor Morrison	42,000	42,000	42,000	42,000	15,623	15,623
	Christopher Alan Homes	132,000	132,000	132,000	132,000	82,653	82,653
	Toll Brothers	552,000	552,000	552,000	552,000	492,235	492,235
	Pulte Homes	516,000	516,000	516,000	516,000	279,906	279,906
MPOA	Central Park	161,862		161,862		161,862	
	Amenity Campus						
Hogan Farms	FD-1	93,158	93,158	93,158	93,158	93,168	93,168
	FD-2	84,467	84,467	84,467	84,467	84,467	84,467
	FD-3	219,432	219,432	219,432	219,432	237,516	237,516
	FD-4	69,162	69,162	69,162	69,162	79,326	79,326
County Tracts						51,928	51,928
Total Calculated Excavation		2,422,789		2,793,662		2,793,662	
Entity	Zone	Needed Fill					
		January 6, 2026		April 13, 2026		TBD	
		Original Contract		Change Order #1 (Lake 7 Expansion)		Future Change Order (Fill Re-Allocation)	
		Unadjusted Fill (CY)	Total Needed Excavation (CY)	Unadjusted Fill (CY)	Total Needed Excavation (CY)	Unadjusted Fill (CY)	Total Needed Excavation (CY)
CDD	Onsite ROWs	460,590		331,858		331,858	
	Perimeter Park						
	Immokalee ROW/Future ROW						
	Lakes/Open Space						
Builders	Taylor Morrison	35,000	42,000	35,000	42,000	13,019	15,623
	Christopher Alan Homes	110,000	132,000	110,000	132,000	68,878	82,654
	Toll Brothers	460,000	552,000	460,000	552,000	410,196	492,235
	Pulte Homes	430,000	516,000	430,000	516,000	233,255	279,906
MPOA	Central Park	134,885		134,885		134,885	
	Amenity Campus						
Hogan Farms	FD-1	77,632	93,158	77,632	93,158	77,640	93,168
	FD-2	70,389	84,467	70,389	84,467	70,389	84,467
	FD-3	182,860	219,432	182,860	219,432	197,930	237,516
	FD-4	57,635	69,162	57,635	69,162	66,105	79,326
County Tracts						43,273	51,928
Total Calculated Needed Fill		2,422,789		2,268,311		1,976,915	
TOTAL CALCULATED EXCESS FILL VOLUME		0		525,351		816,747	
						Total Excess Fill Volume Per Agreement	800,000
						10% Reservation for Fill Balance Threshold	80,000
						Available Material to Sell until Project Completion	720,000

EXHIBIT A2 FILL LOCATION MAP





Brightshore Community Development District

Administrative Matters

- G. Consideration of Change Order #1 with
South Florida Excavation for Earthwork and
Roadway Construction

Change Order

No. 1

Date of Issuance: April 13, 2026

Effective Date: _____

25-01 COMPLETE

Project: Brightshore Earthwork and Roadway Construction	Owner: Brightshore CDD	Owner's Contract No.: 25-01
Contract: Brightshore Earthwork and Roadway Construction		Date of Contract: January 6, 2026
Contractor: South Florida Excavation		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Please reference the List of Changes on the following page

Attachments (list documents supporting change):

Revised Schedule of Values. See Exhibit A

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 26,002,726.29

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

\$ 0

Contract Price prior to this Change Order:

\$ 26,002,726.29

[Increase] [Decrease] of this Change Order:

\$ (6,709,132.55)

Contract Price incorporating this Change

\$ 19,297,593.74

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): Phase 1 is 18 mo

Ready for final payment (days or date): 90

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): Phase 1 is 18 mo

Ready for final payment (days or date): 90

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): Phase 1 is 18 mo

Ready for final payment (days or date): 90

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

List of Changes:

Earthwork:

1. Increased the CDD lake excavation volume by 370,873 CY from 552,708 up to 923,581 CY. Which translates to a contract cost increase of \$1,539,122.95
2. Increased Blasting by 1.61 acres for the CDD for a total of 3.45 acres for the CDD. This translates into a \$162,610.00 increase.
3. Included Excess Fill Sales Deduction to the CDD in the amount of -\$6,000,000

Paving:

1. Decreased the linear golf cart path by 2,316 SY of asphalt which equals to -\$32,424.00
2. Decreased the linear golf cart path by 2,151 SY of limerock which equals to -\$13,981.50

West Bridge:

1. Decreased the West Bridge installation cost by \$633,451 from \$2,019,507 to \$1,386,056 to reflect the CDD's Direct Purchase of this material.

East Bridge:

1. Decreased the East Bridge installation cost by \$531,009 from \$1,652,125.20 to \$1,121,116.20 to reflect the CDD's Direct Purchase of this material.

Hogan Farms:

1. Included Excess Fill Sales Deduction to Hogan Farms in the amount of -\$1,200,000

Exhibit A
COMPLETE PROJCT BID SCHEDULE



Brightshore Community Development District

Budgetary Matters

- A. Consideration of Resolution 2026-05,
Approving a Preliminary Budget for Fiscal Year
2027, and Setting a
Public Hearing Date for Final Adoption

RESOLUTION 2026-05

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

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

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

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

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

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

DATE: _____, 2026
TIME: 2:00 p.m.
LOCATION: Barron Collier Companies
2600 Golden Gate Parkway
Naples, Florida 34105

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

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

PASSED AND ADOPTED THIS 11TH DAY OF MAY, 2026.

ATTEST:

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A

Proposed Budget



Brightshore CDD

FY 2027 Proposed Budget Package

PFM Management Services LLC
3501 Quadrangle Boulevard
Suite 270
Orlando, FL 32817-8329
(407) 723-5900



Brightshore CDD
FY 2027 Proposed O&M Budget

	Actual to 04/30/2026	Anticipated May 2026 to September 2026	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Proposed Budget
Revenues					
Developer Contributions	\$ 75,737.50	\$ 75,737.50	\$ 151,475.00	\$ 151,475.00	\$ 640,700.00
Net Revenues	\$ 75,737.50	\$ 75,737.50	\$ 151,475.00	\$ 151,475.00	\$ 640,700.00
General & Administrative Expenses					
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Public Officials' Liability Insurance	3,032.00	-	3,032.00	3,500.00	3,650.00
Additional Insurance	-	-	-	-	-
Trustee Services	-	-	-	-	5,000.00
Management	25,250.00	22,000.00	47,250.00	42,000.00	48,000.00
Engineering	6,320.00	13,680.00	20,000.00	20,000.00	20,000.00
Disclosure	-	-	-	-	1,000.00
Property Appraiser Fee	-	-	-	-	1,500.00
District Counsel	12,428.30	27,571.70	40,000.00	40,000.00	40,000.00
Assessment Administration	-	7,708.33	7,708.33	18,500.00	18,500.00
Professional Services, Other	2,800.00	400.00	3,200.00	6,000.00	-
Reamortization Schedule	-	-	-	-	250.00
Audit	-	7,000.00	7,000.00	7,000.00	7,000.00
Arbitrage Calculation	-	-	-	-	500.00
Tax Preparation	-	-	-	-	25.00
Travel and Per Diem	-	-	-	-	1,500.00
Postage & Shipping	-	-	-	-	100.00
Legal Advertising	1,384.69	6,115.31	7,500.00	7,500.00	500.00
Miscellaneous	690.00	230.00	920.00	1,200.00	500.00
Office Supplies	232.06	208.33	440.39	500.00	500.00
Web Site Maintenance	1,800.00	-	1,800.00	1,800.00	3,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
General Insurance	2,480.00	-	2,480.00	3,300.00	3,000.00
Property & Casualty	-	-	-	-	-
Total General & Administrative Expenses	\$ 56,592.05	\$ 84,913.68	\$ 141,505.73	\$ 151,475.00	\$ 154,700.00
Field Operations Expenses					
Field Operations Management Staff	\$ -	\$ -	\$ -	\$ -	\$ -
Landscaping & Field Maintenance	-	-	-	-	450,000.00
Landscape Replacement	-	-	-	-	-
Landscape Mulching	-	-	-	-	-
Irrigation Repairs	-	-	-	-	-
Electricity	-	-	-	-	-
Water Use Monitoring	-	-	-	-	-
Entry Monuments Maintenance	-	-	-	-	-
Wetland Monitoring	-	-	-	-	-
SFWMD ERP Annual Report	-	-	-	-	-
Lake Testing	-	-	-	-	-
Lake Maintenance	-	-	-	-	36,000.00
Offsite Mitigation Maintenance	-	-	-	-	-
Total Field Operations Expenses	\$ -	\$ -	\$ -	\$ -	\$ 486,000.00
Total Expenses	\$ 56,592.05	\$ 84,913.68	\$ 141,505.73	\$ 151,475.00	\$ 640,700.00
Income (Loss) from Operations	\$ 19,145.45	\$ (9,176.18)	\$ 9,969.27	\$ -	\$ -
Other Income (Expense)					
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Income (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income (Loss)	\$ 19,145.45	\$ (9,176.18)	\$ 9,969.27	\$ -	\$ -



BRIGHTSHORE CDD
FY 2027

Budget Item Description

Revenues:

Developer Contribution

Funding from the Developer.

General & Administrative Expenses:

Public Officials' Liability Insurance

Supervisors' and Officers' liability insurance.

Additional Insurance

Other insurance required for the District.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

Management

The District receives Management and Administrative services as part of a Management Agreement with PFM Management Services LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Engineering

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

Disclosure

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

Property Appraiser Fee

Cost incurred for a copy of the annual parcel listing for parcels within the District from the county.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.



BRIGHTSHORE CDD FY 2027

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Reamortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Arbitrage Calculation

Annual computations are necessary to calculate arbitrage rebate liability to ensure the District's compliance with all tax regulations.

Tax Preparation

Annual 1099 processing is required to be electronically filed. These are the fee association with the electronic filing

Travel & Per Diem

Travel to and from meetings as related to the District.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Miscellaneous

One-off and random expenses allocated to the District, not otherwise booked to adopted budgeted line items.

Office Supplies

General office supplies associated with the District.



BRIGHTSHORE CDD
FY 2027

Web Site Maintenance

Web site maintenance fee.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

General Insurance

General liability insurance.

Property & Casualty

Insurance to protect property and cover casualty.

Field Operations Expenses:

Landscaping and Field Maintenance

Contracted landscaping within the boundaries of the District.

Lake Maintenance

Maintenance of lake/s owned by the District.



Brightshore Community Development District

Budgetary Matters

- B. Consideration of Financial Statements
through April 30, 2026



Brightshore CDD

April 2026 Financial Report

April 30, 2026

PFM Management Services LLC
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817
Tel: 407-723-5900



Brightshore CDD
Statement of Financial Position
As of 4/30/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$ 54,413.02				\$ 54,413.02
Accounts Receivable - Due from Developer	75,737.50				75,737.50
Due From Other Funds	4,204.37				4,204.37
Dividends Receivable		\$ 12,053.76			12,053.76
Series 2026 Debt Service Reserve		1,176,841.25			1,176,841.25
Series 2026 Revenue		10.84			10.84
Series 2026 Capitalized Interest		3,018,059.86			3,018,059.86
Construction Checking Account			\$ 49.57		49.57
Dividends Receivable			81,882.14		81,882.14
Series 2026 Acquisition/Construction			28,114,578.97		28,114,578.97
Series 2026 Cost of Issuance Bond			4,736.84		4,736.84
Total Current Assets	<u>\$ 134,354.89</u>	<u>\$ 4,206,965.71</u>	<u>\$ 28,201,247.52</u>	<u>\$ -</u>	<u>\$ 32,542,568.12</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$ 4,194,911.95	\$ 4,194,911.95
Amount To Be Provided				30,265,088.05	30,265,088.05
Total Investments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 34,460,000.00</u>	<u>\$ 34,460,000.00</u>
Total Assets	<u>\$ 134,354.89</u>	<u>\$ 4,206,965.71</u>	<u>\$ 28,201,247.52</u>	<u>\$ 34,460,000.00</u>	<u>\$ 67,002,568.12</u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Deferred Revenue	\$ 76,133.50				\$ 76,133.50
Retainage Payable			\$ 18,061.11		18,061.11
Due To Other Funds			4,204.37		4,204.37
Total Current Liabilities	<u>\$ 76,133.50</u>	<u>\$ -</u>	<u>\$ 22,265.48</u>	<u>\$ -</u>	<u>\$ 98,398.98</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$ 34,460,000.00	\$ 34,460,000.00
Total Long Term Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 34,460,000.00</u>	<u>\$ 34,460,000.00</u>
Total Liabilities	<u>\$ 76,133.50</u>	<u>\$ -</u>	<u>\$ 22,265.48</u>	<u>\$ 34,460,000.00</u>	<u>\$ 34,558,398.98</u>
<u>Net Assets</u>					
Net Assets - General Government	\$ 39,075.94				\$ 39,075.94
Current Year Net Assets - General Government	19,145.45				19,145.45
Net Assets - General Government		\$ 4,186,480.42			4,186,480.42
Current Year Net Assets, Unrestricted		20,485.29			20,485.29
Net Assets - General Government			\$ 29,326,717.53		29,326,717.53
Current Year Net Assets, Unrestricted			(1,147,735.49)		(1,147,735.49)
Total Net Assets	<u>\$ 58,221.39</u>	<u>\$ 4,206,965.71</u>	<u>\$ 28,178,982.04</u>	<u>\$ -</u>	<u>\$ 32,444,169.14</u>
Total Liabilities and Net Assets	<u>\$ 134,354.89</u>	<u>\$ 4,206,965.71</u>	<u>\$ 28,201,247.52</u>	<u>\$ 34,460,000.00</u>	<u>\$ 67,002,568.12</u>



Brightshore CDD
Statement of Activities
As of 4/30/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Revenues					
Developer Contributions	\$ 75,737.50				\$ 75,737.50
Inter-Fund Group Transfers In		\$ 10.84			10.84
Inter-Fund Transfers In			\$ (10.84)		(10.84)
Total Revenues	\$ 75,737.50	\$ 10.84	\$ (10.84)	\$ -	\$ 75,737.50
Expenses					
Public Officials Liability Insurance	\$ 3,032.00				\$ 3,032.00
Management	25,250.00				25,250.00
Engineering	6,320.00				6,320.00
District Counsel	12,428.30				12,428.30
Professional Services, Other	2,800.00				2,800.00
Legal Advertising	1,384.69				1,384.69
Miscellaneous	690.00				690.00
Office Supplies	232.06				232.06
Web Site Maintenance	1,800.00				1,800.00
Dues, Licenses, and Fees	175.00				175.00
General Liability Insurance	2,480.00				2,480.00
Engineering			\$ 573.75		573.75
District Counsel			13,049.50		13,049.50
Bank Fees			140.00		140.00
Construction			1,274,802.45		1,274,802.45
Total Expenses	\$ 56,592.05	\$ -	\$ 1,288,565.70	\$ -	\$ 1,345,157.75
Other Revenues (Expenses) & Gains (Losses)					
Dividend Income		\$ 20,474.45			\$ 20,474.45
Dividend Income			\$ 140,841.05		140,841.05
Total Other Revenues (Expenses) & Gains (Losses)	\$ -	\$ 20,474.45	\$ 140,841.05	\$ -	\$ 161,315.50
Change In Net Assets	\$ 19,145.45	\$ 20,485.29	\$ (1,147,735.49)	\$ -	\$ (1,108,104.75)
Net Assets At Beginning Of Year	\$ 39,075.94	\$ 4,186,480.42	\$ 29,326,717.53	\$ -	\$ 33,552,273.89
Net Assets At End Of Year	\$ 58,221.39	\$ 4,206,965.71	\$ 28,178,982.04	\$ -	\$ 32,444,169.14



Brightshore CDD
Budget to Actual
For the Month Ending 04/30/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Revenues					
Developer Contributions	\$ 75,737.50	\$ 88,360.42	\$ (12,622.92)	\$ 151,475.00	50.00%
Net Revenues	\$ 75,737.50	\$ 88,360.42	\$ (12,622.92)	\$ 151,475.00	50.00%
General & Administrative Expenses					
Public Officials' Liability Insurance	3,032.00	\$ 2,041.67	990.33	3,500.00	86.63%
Management	25,250.00	24,500.00	750.00	42,000.00	60.12%
Engineering	6,320.00	11,666.67	(5,346.67)	20,000.00	31.60%
District Counsel	12,428.30	23,333.33	(10,905.03)	40,000.00	31.07%
Assessment Administration	-	10,791.67	(10,791.67)	18,500.00	0.00%
Professional Services, Other	2,800.00	3,500.00	(700.00)	6,000.00	46.67%
Audit	-	4,083.33	(4,083.33)	7,000.00	0.00%
Legal Advertising	1,384.69	4,375.00	(2,990.31)	7,500.00	18.46%
Miscellaneous	690.00	700.00	(10.00)	1,200.00	57.50%
Office Supplies	232.06	291.67	(59.61)	500.00	46.41%
Web Site Maintenance	1,800.00	1,050.00	750.00	1,800.00	100.00%
Dues, Licenses, and Fees	175.00	102.08	72.92	175.00	100.00%
General Insurance	2,480.00	1,925.00	555.00	3,300.00	75.15%
Total General & Administrative Expenses	\$ 56,592.05	\$ 88,360.42	\$ (31,768.37)	\$ 151,475.00	37.36%
Total Expenses	\$ 56,592.05	\$ 88,360.42	\$ (31,768.37)	\$ 151,475.00	37.36%
Income (Loss) from Operations	\$ 19,145.45	\$ -	\$ 19,145.45	\$ -	
Other Income (Expense)					
Interest Income	\$ -	\$ -	\$ -	\$ -	
Total Other Income (Expense)	\$ -	\$ -	\$ -	\$ -	
Net Income (Loss)	\$ 19,145.45	\$ -	\$ 19,145.45	\$ -	



Brightshore Community Development District

Other Business

A. District Manager

Supervisor of Elections – Brightshore CDD
Registered Voter Notice



COLLIER COUNTY SUPERVISOR OF ELECTIONS

April 15, 2026

Ms. Alyssa Willson
Brightshore CDD
107 West College Avenue
Tallahassee, FL 32301

Dear Ms. Willson,

In compliance with Florida Statute 190.006, this letter is to inform you that the official records of the Collier County Supervisor of Elections office indicate that 1 active registered voters reside in the Brightshore CDD as of April 15, 2026.

Should you have any questions regarding election services for this district, please feel free to contact our office.

Sincerely,
Madelyn Harper Minton

Administrative Services Manager
239-252-6216
Madelyn.Minton@colliervotes.gov

