

Brightshore Community Development District

707 Orchid Drive, Suite 100
Naples, Florida 34102
Ph: (239) 269-1341

August 12, 2024

Board of Supervisors
Brightshore Community Development District

Dear Board Members:

The General Meeting and Public Hearing of the Board of Supervisors of the Brightshore Community Development District will be held on **Monday, August 12, 2024, at 2:00 p.m.**, at the **Barron Collier Companies offices, 2600 Golden Gate Parkway, Suite 201, Naples, Florida 34105**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comment Period

GENERAL DISTRICT ITEMS

None to be considered at this time.

ORGANIZATIONAL MATTERS

3. Consideration of the Following Organizational Matters:

- | | | |
|----|--|-----------|
| A. | Affidavit of Public Hearing Publication | Exhibit 1 |
| B. | Consideration of Resolution 2024-10, A RESOLUTION OF THE BOARD OF SUPERVISORS ELECTING THE OFFICERS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE | Exhibit 2 |
| C. | Consideration of Resolution 2024-11, A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE | Exhibit 3 |
| D. | Consideration of Agnoli Barber & Brundage contract assignment to LJA Engineering Inc. | Exhibit 4 |
| E. | Approval of the May 13, 2024 General Meeting Minutes. | Exhibit 5 |

BUDGETARY MATTERS

4. Consideration of the Following Budgetary Matters:

- A. Open Public Hearing.
- B. **Consideration of Resolution 2024-11, THE ANNUAL APPROPRIATION RESOLUTION OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Exhibit 6
- C. Close Public Hearing.
- D. Budget Letter to Collier County

Exhibit 7
- E. Consideration of Developer Funding Agreement for Fiscal Year 2024/2025

Exhibit 8
- F, Consideration of July 31, 2024 Financial Statements

Exhibit 9

FINANCING MATTERS

5. Consideration of the Following Financing Matters:

- A. Update on Financing Plan, timeline and assessments.

6. Other Business

7. Staff Reports

- A. District Manager
 - a. FY 2024-2025 Goals and Objectives memorandum

Exhibit 10
- B. District Legal Counsel
- C. District Engineer

8. Board Members’ Comments/Requests

9. Public Comments

10. Adjournment

EXHIBIT 1

AFFIDAVIT OF PUBLICATION

____ Russ Weyer
Brightshore CDD
707 Orchid DR # 100
Naples FL 34102-5014

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

07/21/2024, 07/28/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/28/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$632.75
Tax Amount: \$0.00
Payment Cost: \$632.75
Order No: 10395217
Customer No: 1126482
PO #: 8-12-24 PH Budget

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2025
PROPOSED BUDGET(S); AND
NOTICE OF REGULAR BOARD
OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Brightshore Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: August 12, 2024
TIME: 2:00 P.M.
LOCATION: Barron Collier
Companies Offices
2600 Golden Gate Parkway
Naples, Florida 34105

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102, Phone (239) 269-1341 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://brightshorecdd.com/>.

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

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's 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.
District Manager
July 21 & 28, 2024

10395217 7/21 7/28/24

NANCY HEYRMAN
Notary Public
State of Wisconsin

EXHIBIT 2

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS ELECTING THE OFFICERS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA FOR FISCAL YEAR 2024-2025; 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 elect 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	G. Russell Weyer
Assistant Secretary	Amy Qunell
Assistant Secretary	Amanda Maurizi
Assistant Secretary	David Hurst
Treasurer	G. Russell Weyer
Assistant Treasurer	Nick Casalanguida

PASSED AND ADOPTED this 12th day of August 2024.

ATTEST:

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT 3

RESOLUTION 2024-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE
COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING
SCHEDULE FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR 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 situated entirely within Collier County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2024-2025, beginning October 1, 2024 and ending September 30, 2025, annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2024-2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of August 2024.

ATTEST:

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2024-2025 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024-2025

The Board of Supervisors of the Brightshore Community Development District will hold their regular meetings for Fiscal Year 2025 at Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105, at 2:00 p.m. unless otherwise indicated as follows:

**October 14, 2024
November 11, 2024
December 9, 2024
January 13, 2025
February 10, 2025
March 10, 2025
April 14, 2025
May 12, 2025
June 9, 2025
July 14, 2025
August 11, 2025
September 8, 2025**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Real Estate Econometrics, Inc. located at 707 Orchid Drive, Suite 100, Naples, Florida 34102 or by calling (239) 269-1341.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 269-1341 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Russ Weyer
District Manager
Real Estate Econometrics, Inc.

EXHIBIT 4

**AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION OF
PROFESSIONAL SERVICES AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, AGNOLI, BARBER, & BRUNDAGE, INC., a Florida corporation, with a mailing address of 7400 Trail Boulevard, Suite 200, Naples, Florida 34108, and **LJA ENGINEERING, INC.**, a Texas corporation, with a mailing address of 3600 West Sam Houston Parkway South, Suite 600, Houston Texas 77042, previously entered into that certain *Assignment and Assumption of Professional Services Agreement* (“Assignment”), effective on February 29, 2024; and now desire to amend and restate the Assignment.

AGNOLI, BARBER & BRUNDAGE, INC. (“Assignor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for itself, its successors and assigns, hereby grants, conveys, transfers, assigns and delivers to **LJA ENGINEERING, INC.** (“Assignee”), all of its right, title and interest in and to that certain Professional Engineering Services Agreement dated May 22, 2023 for the provision of Engineering services thereto by and between the Assignor and Brightshore CDD (“Client”), and all purchase orders, task orders, or other such work authorizations thereto (collectively, the “Agreement”), the true and correct copies of which are attached hereto as Exhibit “A” for the following project:

ABB Project No. Project:

_____ Brightshore CDD

Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement.

Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or assigns shall require.

IN WITNESS WHEREOF, the undersigned does hereby execute this Assignment effective as of the ____ day of _____ 2024.

[signatures next page]

ASSIGNOR: AGNOLI, BARBER & BRUNDAGE, INC.

Dominic J. Amico, President

ASSIGNEE: LJA ENGINEERING, INC.

James D. Ross, President & CEO

CONSENT OF CLIENT

The undersigned, as “Client” under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by **AGNOLI, BARBER & BRUNDAGE, INC.** (the “Assignor”), to **LJA ENGINEERING INC.** (the “Assignee”), and further certifies:

1. The Agreement constitutes the entire agreement between the parties to it and has not been modified or amended.
2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and, except as specifically set forth on Exhibit A attached hereto and made a part hereof, there are no other agreements, whether oral or written, or understandings of any nature between the Client and the Assignor which modify or amend the Agreement in any respect whatsoever.
3. There exists no default by AGNOLI, BARBER & BRUNDAGE, INC. under the terms of the Agreement and there are no claims, actions, suits, or proceedings pending by the Client against AGNOLI, BARBER & BRUNDAGE, INC.

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

Brightshore CDD

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Agreement

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into this 22nd day of May 2023, by and between:

Brightshore Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida, with a mailing address of 707 Orchid Drive, Suite 100, Naples, Florida 34102 (the “**District**”); and

Agnoli, Barber & Brundage, Inc., a Florida corporation, with a mailing address of 7400 Trail Boulevard, Suite 200, Naples, Florida 34108 (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the Board of County Commissioners of Collier County, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, on May 22, 2023, the District's Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

A. The Engineer will provide general engineering services for the District, including:

1. Preparation of any necessary reports and attendance at meetings of the Board.
2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
4. Any other items requested by the Board.

B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:

1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
2. Processing of contractors' pay estimates.
3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
4. Final inspection and requested certificates for construction, including the final certificate of construction.
5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set for in **Exhibit A** hereto ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with

respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 11. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 12. INSURANCE.

A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars

and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.

4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B. All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
 - C. The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
 - D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure

of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 17. INDEMNIFICATION.

A. The Engineer agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.

B. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to

the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

ARTICLE 18. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 20. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Collier County, Florida.

ARTICLE 21. NOTICE. All notices, requests, consents and other communications under this Agreement (“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 Engineer: Agnoli, Barber & Brundage, Inc.
7400 Trail Boulevard, Suite 200
Naples, Florida 34108
Attn: _____

B. If to District: Brightshore Community
Development District

707 Orchid Drive, Suite 100
Naples, Florida 34102
Attn: District Manager

With a copy to:

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. 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.

ARTICLE 22. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Russ Weyer** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 269-1341,

**RWEYER@REE-I.COM, OR 707 ORCHID DRIVE, SUITE 100, NAPLES,
FLORIDA 34102.**

ARTICLE 23. NO THIRD PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 25. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 26. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 27. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 29. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be

to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 32. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

ARTICLE 33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 34. 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.

ARTICLE 35. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ARTICLE 36. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

ARTICLE 37. SCRUTINIZED COMPANIES STATEMENT. Engineer certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

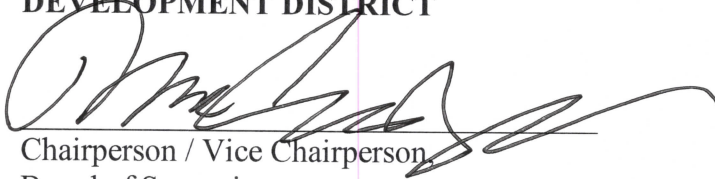
[signatures on next page]

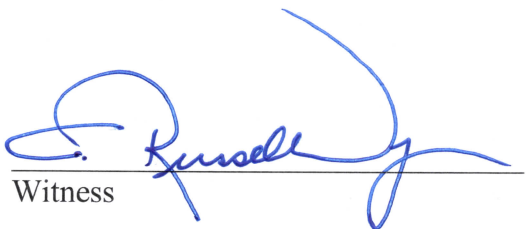
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:


Secretary / Assistant Secretary

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**


Chairperson / Vice Chairperson,
Board of Supervisors


Witness

AGNOLI, BARBER & BRUNDAGE, INC.

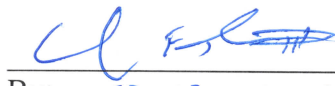

By: EDWARD F. TRYKA, III
Its: VICE PRESIDENT, TRANSPORTATION

EXHIBIT A: Form of Work Authorization

EXHIBIT B: Rate Schedule

Work Authorization

May 22, 2023

Brightshore Community Development District
Collier County, Florida

Subject: **Work Authorization Number 1**
Brightshore Community Development District

Dear Chairperson, Board of Supervisors:

Agnoli, Barber & Brundage, Inc. ("Engineer"), is pleased to submit this work authorization to provide engineering services for the Brightshore Community Development District (the "District"). We will provide these services pursuant to our current agreement dated May 22, 2023 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to perform general District Engineering Services.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

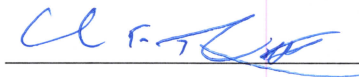
Thank you for considering Agnoli, Barber & Brundage, Inc. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: 

Authorized Representative of
Brightshore Community
Development District



Date: May 22, 2023

**Exhibit B
Rate Schedule**



7400 Trail Blvd., Suite 200
Naples, FL 34108
PH: (239) 597-3111
www.ABBINC.com

**RATE SCHEDULE
(Effective January 1, 2022)**

	<u>Hourly Rate</u>
Professional V	\$240
Professional IV	\$165
Professional III	\$140
Professional II	\$125
Professional I	\$110
Tech V	\$135
Tech IV	\$110
Tech III	\$100
Tech II	\$ 90
Tech I	\$ 80
Admin	\$ 90
4-Man Survey Crew	\$ 250
3-Man Survey Crew	\$ 200
2-Man Survey Crew	\$ 160
1-Man Survey Crew	\$ 130
Expert Witness	Hourly Rate x 1.5/hour
Reimbursable Expenses	Cost plus 15%

EXHIBIT 5

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
Suite 100, 707 Orchid Drive
Naples, FL 34102

MINUTES OF GENERAL MEETING

General Meeting

Monday, May 13, 2024, 2:03 p.m.

Barron Collier Companies

2640 Golden Gate Parkway, Suite 201

Naples, Florida 34105

Present and constituting a quorum were:

Nick Casalanguida	Board Member
Amanda Maurizi	Board Member
Amy Qunell	Board Member
Cee Cee Marinelli	Board Member
David Hurst	Board Member

Also present were:

Russ Weyer	Real Estate Econometrics, Inc., District Manager
Alyssa Willson	Kutak Rock, P.A. – District Counsel (Via Zoom)
Edward Tryka	Agnoli Barber & Brundage – District Engineer

Public in attendance were:

Brian Goguen	Barron Collier Companies
Rhona Mossing	MBS Capital Markets (Via Zoom)
Dan Hartley	Peninsula Engineering (Via Zoom)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Weyer called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above. He noted that the meeting was advertised according to Florida Statute requirements.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public Comment.

There were no public comments.

1 **THIRD ORDER OF BUSINESS**

General District Items

2
3 **A. Affidavit of Publication.**

4
5 Mr. Weyer presented the affidavit of publication for this meeting.
6
7

8 **FOURTH ORDER OF BUSINESS**

Organizational Matters

9
10 **A. Consideration of the March 18, 2024, Meeting Minutes.**

11
12 Mr. Weyer presented the March 18, 2024, Meeting Minutes. There were no changes or
13 discussion.
14

15 On MOTION by Mr. Casalanguida and seconded by Ms. Marinelli, with all in favor, the Board of
16 Supervisors of the Brightshore Community Development District approved the March 18, 2024,
17 Meeting Minutes.

18
19 **B. Consideration of Agnoli Barber & Brundage contract assignment to**
20 **LJA Engineering Inc.**

21
22 Mr. Weyer said that Mr. Tryka noted that Agnoli Barber & Brundage has been absorbed
23 into a large engineering company and that Alyssa said that the District should put a contract
24 assignment in place. No comments or changes were noted.
25

26 On MOTION by Mr. Casalanguida and seconded by Ms. Qunell, with all in favor, the Board of
27 Supervisors of the Brightshore Community Development District approved the Agnoli Barber &
28 Brundage contract assignment to LJA Engineering, Inc.

29
30
31 **FIFTH ORDER OF BUSINESS**

Budgetary Matters

32
33 **A. Consideration of Resolution 2024-09: Approval of Fiscal Year 2024-2025**
34 **Preliminary Budget and setting a Public Hearing for Final Adoption.**

35
36 Mr. Weyer explained the preliminary and final budget adoption process. Mr. Weyer
37 presented the Fiscal Year 2024-2025 Operations & Maintenance Budget to the Board of
38 Supervisors.
39

40 Mr. Weyer pointed out that this budget is mostly administrative costs since there will be
41 no maintenance costs next year until the capital improvements are up and operational. He
42 went line item by line item.
43

44 He did say he again included some costs for the maintenance of off-site mitigation
45 requirements if they become operational late next year. He put in \$25,000 for the on-going
46 maintenance and reporting of the off-site mitigation.

1 Mr. Weyer pointed out that the Final Adoption meeting is scheduled for Monday, August
2 12th at 2 p.m. at the Barron Collier offices.
3

4 On MOTION by Ms. Marinelli and seconded by Ms. Maurizi, with all in favor, the Board of
5 Supervisors of the Brightshore Community Development District approved Resolution 2023-23:
6 Approving the preliminary Fiscal Year 2022-2023 Budget.
7

8 **B. Consideration of the April 30, 2024, Financial Statements.**
9

10 The April 30, 2024, financial statements were presented. Mr. Weyer said that all of the
11 landowner funding assessment revenue has been collected. We have spent about \$75-
12 thousand in expenses, so we have about \$57,000 to carry the District through year end. The
13 budget to actual shows that we were a little over budget in a couple of line items and some
14 of those items will be recovered when bonds are issued. Balance Sheet is a reflection of
15 our checking account.
16

17 There was no further discussion.
18

19 On MOTION by Ms. Maurizi and seconded by Ms. Qunell, with all in favor, the Board of
20 Supervisors of the Brightshore Community Development District approved the April 30, 2024,
21 cash flow statement.
22

23 **FIFTH ORDER OF BUSINESS**

Financing Matters

24
25 **A. Update on Bond Validation and Bond Issue Timeline**
26

27 Ms. Willson said that the bond validation hearing is still scheduled for Monday, June 10th
28 at 3 p.m. The District consultants will appear via Zoom. Alyssa's team will set up a time
29 for the Bond Validation team to review questions that may come up.
30

31 Mr. Casalanguida reviewed the bond issuance timeline. They are currently reviewing the
32 number of tranches and impact of assessments on units. Mr. Casalanguida will have a
33 better idea as to when the bonds may be issued once a couple of RAIs with the ACOE are
34 addressed and give us a better idea as to when construction could start.
35

36 Mr. Casalanguida thinks that the bonds may be issued in the first quarter of 2025.
37
38

SIXTH ORDER OF BUSINESS

Staff Reports

Manager's Report –

Mr. Weyer reported that the Supervisor of Elections notice of registered voters in the District is one (1). Most important as time goes on as the number of registered voters living in the District determines when seats are turned over to residents.

Attorney's Report –

Ms. Willson had nothing further to report.

Engineer's Report –

Mr. Tryka reported had nothing further to report.

NINTH ORDER OF BUSINESS

Supervisors Requests

There were no Supervisor Requests.

TENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Casalanguida and seconded by Ms. Marinelli, with all in favor, the meeting of the Board of Supervisors of the Brightshore Community Development District was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

Print Name

Print Name

EXHIBIT 6

RESOLUTION 2024-11
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Brightshore Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Brightshore Community Development District for the Fiscal Year Ending September 30, 2025.”

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF AUGUST, 2024.

ATTEST:

**BRIGHTSHORE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A

FY 2025 Budget

**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
FOR FISCAL YEAR 2024-2025 - THROUGH SEPTEMBER 30, 2025**

	<u>BUDGET</u>	
REVENUES		
ON-ROLL ASSESSMENTS		
DEVELOPER CONTRIBUTION	\$ 143,975	Unplatted Acres
INTEREST REVENUE		
MISCELLANEOUS REVENUE		
TOTAL REVENUES	<u>\$ 143,975</u>	
EXPENDITURES		
ADMINISTRATIVE GENERAL		
BOARD OF SUPERVISORS PAYROLL	\$ -	
PAYROLL TAXES	-	
PAYROLL SERVICE FEE	-	
MANAGEMENT CONSULTING SERVICES	30,000	\$2,500/Month - 12 Months
ASSESSMENT ADMINISTRATION	-	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION	-	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	500	Office Supplies, etc.
BANK CHARGES	-	
AUDITING	5,000	2022-23 Audit - Not required if under \$50,000
ACCOUNTING SERVICES AND ON-LINE QB SUBSCRIPTION	6,000	\$500/Month - 12 Months
INSURANCE (Liability, Property & Casualty)	6,800	DAO Insurance
LEGAL ADVERTISING	7,500	
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	30,000	Kutak Rock LLP
ENGINEERING SERVICES - General	30,000	Agnoli Barber & Brundage
WEBSITE DESIGN & HOSTING	3,000	Required by State Law
MISCELLANEOUS SERVICES		
TOTAL ADMINISTRATIVE EXPENDITURES	<u>\$ 118,975</u>	
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$ -	
LANDSCAPING & FIELD MAINTENANCE	\$ -	
LANDSCAPE REPLACEMENT	\$ -	
LANDSCAPE MULCHING	\$ -	
IRRIGATION REPAIRS	\$ -	
ELECTRICITY	\$ -	
WATER USE MONITORING	\$ -	
ENTRY MONUMENTS MAINTENANCE	\$ -	
WETLAND MONITORING	\$ -	
SFWMD ERP ANNUAL REPORT	\$ -	
LAKE TESTING	\$ -	
LAKE MAINTENANCE	\$ -	
OFFSITE MITIGATION MAINTENANCE	\$ 25,000	\$25,000/Year
TOTAL FIELD OPERATIONS EXPENDITURES	<u>\$ 25,000</u>	
TOTAL EXPENDITURES	<u>\$ 143,975</u>	

EXHIBIT 7

Brightshore Community Development District

707 Orchid Drive, Suite 100, Naples, FL 34102

Phone: (239) 269-1341

June 10, 2024

Ms. Debbie Windsor
Operations Coordinator
Collier County Government
Office of Management and Budget
3299 Tamiami Trail E, Ste 201
Naples, FL 34112-5746

**RE: Brightshore Community Development District – Collier County,
Florida Adopted Budget – Fiscal Year 2024-2025**

Dear Ms. Windsor:

In accordance with Chapter 189 and 190.008(2)(b) of the Florida Statutes, the District is required to submit to the local governing authorities having jurisdiction over the area included in the Brightshore Community Development District ("District"), for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year.

As such, I am pleased to enclose the District's Adopted Budget for Fiscal Year 2024-2025, which was approved at a preliminary budget meeting on May 13, 2024. A public hearing on the final budget will be held on August 12, 2024.

If you have any questions regarding this matter, please call me at (239) 269-1341.

Sincerely,



G. Russell Weyer
President
Real Estate Econometrics, Inc.
District Manager

Encl.

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Brightshore Community Development District ("**District**") a proposed budget ("**Proposed Budget**") for the fiscal year ending September 30, 2025 ("**Fiscal Year 2025**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	August 12, 2024
HOUR:	2:00 p.m.
LOCATION:	Barron Collier Companies Offices 2600 Golden Gate Parkway Naples, FL 34105

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

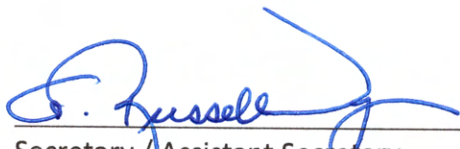
5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** 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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13th DAY OF MAY 2024.

ATTEST:


Secretary / Assistant Secretary

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

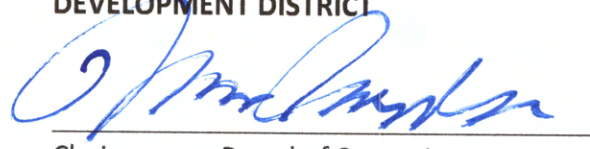

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2025 Proposed Budget

**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
FOR FISCAL YEAR 2024-2025 - THROUGH SEPTEMBER 30, 2025**

	BUDGET	
REVENUES		
ON-ROLL ASSESSMENTS		
DEVELOPER CONTRIBUTION	\$	143,975
INTEREST REVENUE		Unplatted Acres
MISCELLANEOUS REVENUE		
TOTAL REVENUES	\$	143,975
EXPENDITURES		
ADMINISTRATIVE GENERAL		
BOARD OF SUPERVISORS PAYROLL	\$	-
PAYROLL TAXES		-
PAYROLL SERVICE FEE		-
MANAGEMENT CONSULTING SERVICES	30,000	\$2,500/Month - 12 Months
ASSESSMENT ADMINISTRATION	-	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION	-	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	500	Office Supplies, etc.
BANK CHARGES	-	
AUDITING	5,000	2022-23 Audit - Not required if under \$50,000
ACCOUNTING SERVICES AND ON-LINE QB SUBSCRIPTION	6,000	\$500/Month - 12 Months
INSURANCE (Liability, Property & Casualty)	6,800	DAO Insurance
LEGAL ADVERTISING	7,500	
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	30,000	Kutak Rock LLP
ENGINEERING SERVICES - General	30,000	Agnoli Barber & Brundage
WEBSITE DESIGN & HOSTING	3,000	Required by State Law
MISCELLANEOUS SERVICES		
TOTAL ADMINISTRATIVE EXPENDITURES	\$	118,975
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE	\$	-
LANDSCAPE REPLACEMENT	\$	-
LANDSCAPE MULCHING	\$	-
IRRIGATION REPAIRS	\$	-
ELECTRICITY	\$	-
WATER USE MONITORING	\$	-
ENTRY MONUMENTS MAINTENANCE	\$	-
WETLAND MONITORING	\$	-
SFWM ERP ANNUAL REPORT	\$	-
LAKE TESTING	\$	-
LAKE MAINTENANCE	\$	-
OFFSITE MITIGATION MAINTENANCE	\$	25,000
TOTAL FIELD OPERATIONS EXPENDITURES	\$	25,000
TOTAL EXPENDITURES	\$	143,975
Balance	\$	-
BOND VALIDATION ADMINISTRATIVE*		
BOND VALIDATION LEGAL SERVICES	\$	-
BOND VALIDATION MASTER DEBT ASSESSMENT METHODOLOGY	\$	-
BOND VALIDATION ENGINEERING SERVICES	\$	-
BON VALIDATION LEGAL ADVERTISING	\$	-
	\$	-

* Recoverable as cost of issuance at first bond issue.

EXHIBIT 8

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 FUNDING AGREEMENT

This agreement ("**Agreement**") is made and entered into this 12th day of August 2024, by and between:

Brightshore Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida ("**District**"), and

Hogan Farms, LLC, a Florida limited liability company and a landowner in the District ("**Landowner**") with an address of 2600 Golden Gate Parkway, Naples, Florida 34105.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Landowner presently owns the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025 Budget**"); and

WHEREAS, this Fiscal Year 2024/2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2024/2025 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Landowner is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Landowner agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Landowner has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Landowner agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2024/2025 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Landowner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2024/2025 Budget" in the public records of Collier County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2024/2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not

materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

3. ALTERNATIVE COLLECTION METHODS.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Landowner in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. Any assignment without such prior written approval shall be null and void.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** 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. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective upon the date first written above and after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

HOGAN FARMS, LLC, a Florida limited
liability company

Witness

By: _____
Its: _____

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2024/2025 Budget

EXHIBIT A
Property Description



5801 Pelican Bay Boulevard, Suite 300, Naples, FL 34108

Legal Description
Of part of Sections 18 and 19,
Township 47 South, Range 28 East,
Collier County, Florida
(Hogan Oaks West)

All that part of Sections 18 and 19, Township 47 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of Section 19, Township 47 South, Range 28 East, Collier County, Florida, thence along the West line of said Section 19, North 00°33'31" West 5,270.74 feet to the Northwest corner of said Section 19;
Thence North 89°45'17" East 334.22 feet;
Thence North 69°40'33" East 50.52 feet;
Thence North 00°56'08" West 670.62 feet;
Thence North 08°52'06" West 331.28 feet;
Thence North 20°54'48" East 142.49 feet;
Thence North 62°14'48" East 1,355.44 feet;
Thence South 65°52'47" East 954.64 feet;
Thence South 70°01'14" East 119.08 feet;
Thence South 63°39'15" East 628.77 feet;
Thence North 40°34'56" East 32.99 feet;
Thence North 23°38'28" East 362.36 feet;
Thence North 48°50'20" East 54.54 feet;
Thence South 66°01'50" East 199.07 feet;
Thence South 50°25'20" East 954.27 feet;
Thence South 18°52'22" East 748.23 feet;
Thence South 83°10'21" East 306.85 feet;
Thence South 01°04'51" East 317.74 feet;
Thence South 00°49'55" East 322.25 feet;
Thence South 06°24'15" East 262.61 feet;
Thence South 07°19'29" West 501.06 feet;
Thence South 01°08'37" East 195.96 feet;
Thence South 10°00'20" West 569.45 feet;
Thence South 23°28'05" West 264.33 feet;
Thence South 04°25'45" West 627.49 feet;
Thence South 18°15'57" East 240.55 feet;
Thence South 10°16'07" East 189.28 feet;
Thence South 07°36'19" East 254.95 feet;
Thence South 05°42'25" West 41.75 feet;
Thence South 04°38'57" West 44.03 feet;
Thence South 04°38'58" West 320.97 feet;
Thence South 19°59'54" West 103.00 feet;
Thence South 20°59'47" West 58.20 feet;
Thence South 20°48'49" West 35.19 feet;
Thence South 24°49'22" West 151.37 feet;
Thence South 24°52'40" West 90.30 feet;



Thence South 36°52'12" West 337.31 feet;
Thence South 01°41'16" West 574.06 feet;
Thence South 08°29'08" East 37.23 feet;
Thence South 89°39'03" West 690.88 feet;
Thence 393.04 feet along the arc of a circular curve concave North having a radius of 2,814.93 feet through a central angle of 08°00'00" and being subtended by a chord which bears North 86°20'57" West 392.72 feet;
Thence North 82°20'57" West 337.32 feet;
Thence 406.15 feet along the arc of a circular curve concave South having a radius of 2,914.93 feet through a central angle of 07°59'00" and being subtended by a chord which bears North 86°20'27" West 405.82 feet;
Thence South 89°40'03" West 2,367.68 feet to the POINT OF BEGINNING.

Containing 681.45 acres, more or less.
Subject to easements and restrictions of record.
Bearings are based on the

Certificate of authorization #LB-7866
Stantec Consulting Services, Inc.
Registered Engineers and Land Surveyors

A handwritten signature in black ink, appearing to read 'L. Miller', written over a horizontal line.

By: September 7, 2021
Lance T Miller, Professional Surveyor and Mapper #LS5627

Not valid unless embossed with the Professional's seal.
Ref. 2H-214O Sheet 2b

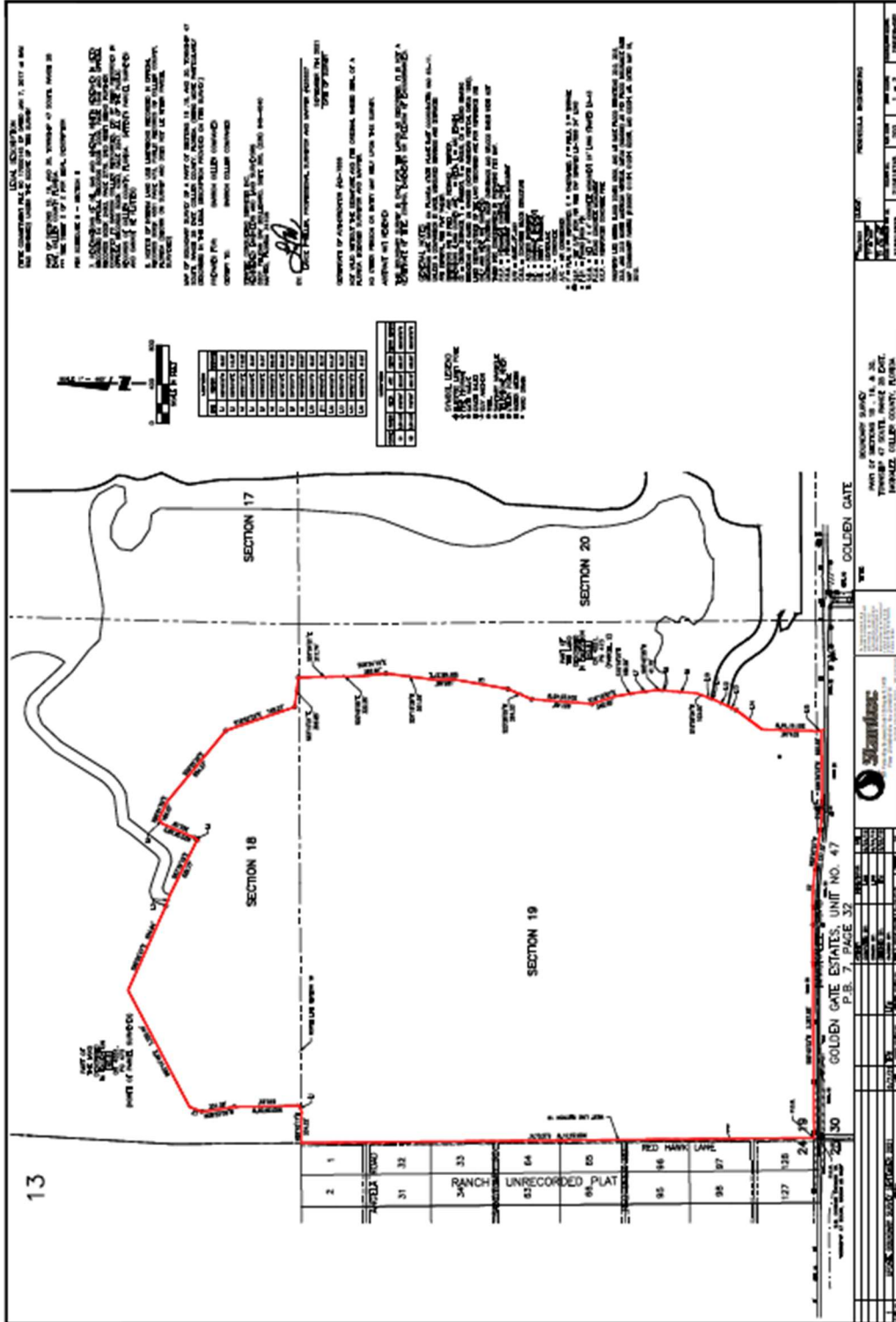


EXHIBIT B **Fiscal Year 2024/2025 Budget**

BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT **GENERAL FUND** **FOR FISCAL YEAR 2024-2025 - THROUGH SEPTEMBER 30, 2025**

	BUDGET	
REVENUES		
ON-ROLL ASSESSMENTS		
DEVELOPER CONTRIBUTION	\$	143,975
INTEREST REVENUE		Unplatted Acres
MISCELLANEOUS REVENUE		
TOTAL REVENUES	\$	143,975
EXPENDITURES		
ADMINISTRATIVE GENERAL		
BOARD OF SUPERVISORS PAYROLL	\$	-
PAYROLL TAXES		-
PAYROLL SERVICE FEE		-
MANAGEMENT CONSULTING SERVICES	30,000	\$2,500/Month - 12 Months
ASSESSMENT ADMINISTRATION	-	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION	-	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	500	Office Supplies, etc.
BANK CHARGES	-	
AUDITING	5,000	2022-23 Audit - Not required if under \$50,000
ACCOUNTING SERVICES AND ON-LINE QB SUBSCRIPTION	6,000	\$500/Month - 12 Months
INSURANCE (Liability, Property & Casualty)	6,800	DAO Insurance
LEGAL ADVERTISING	7,500	
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	30,000	Kutak Rock LLP
ENGINEERING SERVICES - General	30,000	Agnoli Barber & Brundage
WEBSITE DESIGN & HOSTING	3,000	Required by State Law
MISCELLANEOUS SERVICES		
TOTAL ADMINISTRATIVE EXPENDITURES	\$	118,975
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE	\$	-
LANDSCAPE REPLACEMENT	\$	-
LANDSCAPE MULCHING	\$	-
IRRIGATION REPAIRS	\$	-
ELECTRICITY	\$	-
WATER USE MONITORING	\$	-
ENTRY MONUMENTS MAINTENANCE	\$	-
WETLAND MONITORING	\$	-
SFWMD ERP ANNUAL REPORT	\$	-
LAKE TESTING	\$	-
LAKE MAINTENANCE	\$	-
OFFSITE MITIGATION MAINTENANCE	\$	25,000
TOTAL FIELD OPERATIONS EXPENDITURES	\$	25,000
TOTAL EXPENDITURES	\$	143,975

EXHIBIT 9

Brightshore Community Development District
Cash Flow

October, 2023 - July, 2024

	<u>Total</u>
Revenue	
1363116 Off Roll Assessments	\$ 126,285.00
Total Revenue	<u>\$ 126,285.00</u>
Expenditures	
1100000 Administrative	
1512100 Management Consulting Services	\$ 20,000.00
1513014 Website Hosting & Management	686.50
1513020 Office Expense	54.12
1513048 District Filing Fee	175.00
1513055 Legal Advertising	9,107.98
1513070 Auditing Services	3,500.00
1513075 Accounting Services	4,000.00
1513080 Engineering Services	2,640.00
1513081 Engineering Services - Bond Validation	0.00
1513085 Master Engineers Report - Bond Validation	19,387.80
1513100 Insurance- General Liability	5,000.00
1514010 Legal Services	16,142.35
1514011 Legal Services - Bond Validation	16,896.54
1514012 Legal Services - Series 2023 Construction	7,171.50
Total 1100000 Administrative	<u>\$ 104,761.79</u>
Total Expenditures	<u>\$ 104,761.79</u>
Net Revenue	<u><u>\$ 21,523.21</u></u>

BRIGHTSHORE CDD BUDGET TO ACTUAL THROUGH 4/30/2024

FY 2023-2024 Budget Line Item	FY 2023-2024 Budget	Cash Flow (7/31/24)	Remaining (9/30/24)
Management Consulting Services	\$24,000.00	\$20,000.00	\$4,000.00
Lien Book, MBS Capital, Tax Collector, U.S. Bank	0.00	0.00	0.00
Assessment Roll Prep for Property Appraiser	0.00	0.00	0.00
Office Supplies / Miscellaneous	500.00	54.12	445.88
Master Assesssment Methodology Report	10,000.00	0.00	10,000.00
Accounting Services/On-Line QB Subscription	5,820.00	4,000.00	1,820.00
Auditor	5,000.00	3,500.00	1,500.00
DAO Insurance	6,500.00	5,000.00	1,500.00
Legal Advertising	7,500.00	9,107.98	-1,607.98
State Filing Fee	175.00	175.00	0.00
Legal Services	20,000.00	16,142.35	3,857.65
Legal Services - Bond Validation	15,000.00	16,896.54	-1,896.54
Legal Services - Construction	0.00	7,171.50	-7,171.50
Engineering Services	20,000.00	2,640.00	17,360.00
Engineering Services - Bond Validation	15,000.00	19,387.80	-4,387.80
Website Design and Hosting	3,000.00	686.50	2,313.50
	\$132,495.00	\$104,761.79	\$27,733.21

BRIGHTSHORE CDD BALANCE SHEET THROUGH 7/31/24

ASSETS	Total
Current Assets	
Bank Accounts	
1101000 Checking	\$29,436.22
Total Bank Accounts	\$29,436.22
TOTAL ASSETS	\$29,436.22
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	\$0.00
Total Current Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Retained Earnings	\$7,913.01
Net Revenue	\$21,523.21
Total Equity	\$29,436.22
TOTAL LIABILITIES AND EQUITY	\$29,436.22

EXHIBIT 10

Brightshore Community Development District

707 Orchid Drive, Suite 100, Naples, FL 34102
Phone: (239) 269-1341

MEMORANDUM

Goals, Objectives and Annual Reporting Form

Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four (4) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four (4) board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections (If applicable)

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

District Manager:_____

Date:_____

Print Name:_____