

Brightshore Community Development District

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

May 13, 2024

Board of Supervisors
Brightshore Community Development District

Dear Board Members:

The Public Hearing and General Meeting of the Board of Supervisors of the Brightshore Community Development District will be held on **Monday, May 13, 2024, at 2:00 p.m.**, at the **Barron Collier Companies offices, 2600 Golden Gate Parkway, Naples, Florida 34105**. The agenda is as follows:

GENERAL ORGANIZATIONAL MEETING

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

GENERAL DISTRICT ITEMS

3. Consideration of the Following General District Items:

- | | | |
|----|------------------------------------|-----------|
| A. | General Meeting Notice Publication | Exhibit 1 |
|----|------------------------------------|-----------|

ORGANIZATIONAL MATTERS

4. Consideration of the Following Organizational Matters:

- | | | |
|----|---|-----------|
| A. | Consideration of the March 18, 2024, Meeting Minutes | Exhibit 2 |
| B. | Consideration of Agnoli Barber & Brundage contract assignment to LJA Engineering Inc. | Exhibit 3 |

BUDGETARY MATTERS

5. Consideration of the Following Budgetary Matters:

- | | | |
|----|--|-----------|
| A. | Consideration of Resolution 2024-09, Approving Fiscal Year 2024/2025 Proposed Annual Budget and Setting a Public Hearing Date for Final Adoption | Exhibit 4 |
| B. | Consideration of April 30, 2024, Financial Statements | Exhibit 5 |

FINANCING MATTERS

6. Consideration of the Following Financing Matters:

- A. Update on Bond Validation Process.
- B. Update on Bond Issue Timeline

OTHER BUSINESS

7. Staff Reports

- A. District Manager.
 - 1. Supervisor of Elections – Brightshore CDD Registered Voters Notice Exhibit 6
- B. Legal Counsel.
- C. District Engineer.

8. Adjournment

EXHIBIT 1

BRIGHTSHORE CDD
707 ORCHID DR # 100
NAPLES FL 34102--501

**BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING DATES
FISCAL YEAR 2023-2024**

The Board of Supervisors of the Brightshore Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at 2640 Golden Gate Parkway, Suite 201, Naples, Florida 34105 at 2:00 p.m. unless otherwise indicated as follows:

October 9, 2023
November 13, 2023
December 11, 2023
January 8, 2024
February 12, 2024
March 11, 2024
April 8, 2024
May 13, 2024
June 10, 2024
July 8, 2024
August 12, 2024
September 9, 2024

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.

There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (239) 269-1341 at least two calendar days prior to the meeting.

Each person who decides to appeal any action taken at these meetings 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.

District Manager
Sept. 21, 2023

#5828207

EXHIBIT 2

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

MINUTES OF MARCH 18, 2024 GENERAL MEETING

General Meeting

Monday, March 18, 2024, 2:06 p.m.

Barron Collier Companies

2600 Golden Gate Parkway

Naples, Florida 34105

Present and constituting a quorum were:

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

Absent was:

Amy Qunell	Board Member
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Also present were:

Russ Weyer	Real Estate Econometrics, Inc., District Manager
Edward Tryka	Agnoli Barber & Brundage – District Engineer
Dan Hartley	Peninsula Engineering (Via Teams)
Alyssa Willson	Kutak Rock, P.A. – District Counsel (Via Teams)
Kate John	Kutak Rock, P.A. -- District Counsel (Via Teams)
Rhonda Mossing	MBS Capital Markets (Via Teams)
Sabina Hardy	Barron Collier Companies

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 there is currently a vacant seat on the Board and that the meeting was advertised according to Florida Statute requirements as shown in Exhibit 1.

SECOND ORDER OF BUSINESS

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

1
2 There were no public comments.

3
4 **THIRD ORDER OF BUSINESS**

General District Items

5
6 Mr. Weyer presented the affidavit of public Hearing and general meeting notice
7 publication.

8
9 **FOURTH ORDER OF BUSINESS**

Organizational Matters

10
11 **A. Brad Stockham Resignation Letter.**

12
13 The Board accepted Mr. Stockham's resignation at the last meeting so Mr. Weyer
14 presented his official resignation email for the record.

15
16 **B. David Hurst's Oath of Office.**

17
18 Mr. Hurst was voted in at the last Board Meeting and was administered his oath of office
19 and was witnessed by Sabina Hardy.

20
21 **C. Consideration of the February 12, 2024, Meeting Minutes.**

22
23 There were no comments or changes to the minutes.

24
25 On MOTION by Ms. Marinelli and seconded by Ms. Maurizi, with all in favor, the Board of
26 Supervisors of the Brightshore Community Development District approved the February 12, 2024,
27 meeting minutes.

28
29
30 **FIFTH ORDER OF BUSINESS**

Budgetary Matters

31
32 **A. Consideration of the January 31, 2024, Financial Statements.**

33
34 The February 29, 2024, financial statements were presented. Mr. Weyer pointed out that
35 there was no change to the revenues as the second half Landowner Contribution payment
36 is not due until April 1, 2024. Expenditures through January total just over \$35,000 which
37 includes \$4,900 in legal advertising for the assessment process. The legal advertising
38 amount will be repeated through April so those expenses will double.

39
40 The budget to actual shows that the FY 2023-2024 expense budget is \$132,495 which is
41 higher than last month as we have now included the bond validation expenses for legal
42 counsel and the engineer. We are still under the adopted budget for the year as that total is
43 \$172,570, which includes bond validation costs. We have spent \$35,313.55 year to date.
44 The District has \$97,181.45 remaining in the expense budget. In terms of the balance
45 sheet, Mr. Weyer noted that the balance sheet is the bank account.

1 There was no further discussion.

2
3 On MOTION by Mr. Casalanguida and seconded by Ms. Maurizi, with all in favor, the Board of
4 Supervisors of the Brightshore Community Development District approved the February 29, 2024,
5 financial statements.
6

7
8 **SIXTH ORDER OF BUSINESS** **Financing Matters**
9

10 **A. Consideration of the Bond Validation Financing Matters**
11

12 Mr. Weyer presented the affidavit of publication for the notice of public hearing to consider
13 imposition of special assessments, the notice of public hearing to consider adoption of
14 assessment roll and notice of the general meeting.
15

16 Mr. Weyer also pointed out that the notice of the public hearing identifying the imposition
17 of special assessments and adoption of the assessment roll was mailed to the landowner
18 and he has the return receipt requested and affidavit of mailing for the record.
19

20 Mr. Weyer then asked for a motion to open the public hearing.
21

22 On MOTION by Mr. Casalanguida and seconded by Mr. Hurst, with all in favor, the Board of
23 Supervisors of the Brightshore Community Development District opened the public hearing.
24

25 There were no public comments.
26

27 Ms. Willson pointed out for the record that the public hearing was advertised correctly.
28 She then asked Mr. Tryka to present a brief overview of the engineer's report attached to
29 the resolution.
30

31 Mr. Tryka noted that the engineer's report describes the proposed capital improvements to
32 the community. The capital improvements are broken down into various capital
33 improvements as listed on page 64 of the agenda package. There are 15 capital
34 improvement categories totaling \$78,650,000.00. He said that there have been no changes
35 since the December meeting.
36

37 Ms. Willson asked Mr. Tryka the following questions for the record:
38

39 Q: Based on your experience are the costs in your report reasonable and proper?

40 A: Yes, they are.
41

42 Q: Do you have any reason to believe that the project cannot be carried out by the
43 District?

44 A: No, I do not have any reason to believe that the District cannot carry out the project.
45

1 Ms. Willson then asked Mr. Weyer to walk through the assessment methodology that is an
2 exhibit in the resolution.

3
4 Mr. Weyer pointed out the methodology as currently presented follows the same
5 methodology presented at the December meeting with some minor modifications. He
6 noted that the engineering costs and financing costs did not change from the original report.
7 The initial debt is assessed over the vacant lands on a per acre basis and the per acre amount
8 is close to \$148,000.00.

9
10 Mr. Weyer then said the benefit is determined by benefitting categories that include the
11 roadways outside the soft gate and the common roadways inside the soft gate, the water
12 management system, utilities, administration and the amenity center. There are two benefit
13 measurements – the Equivalent Residential Unit (“ERU”) based on unit size and the Equal
14 Benefit Unit (“EBU”) based on equal benefit per property. The roadways, water
15 management and utilities benefits are measured by the ERU, and the administration and
16 amenity center benefits are measured by the EBU.

17
18 The total Capital Improvement Program (“CIP”) as financed was apportioned to the units
19 in the development plan based on the aforementioned measurement techniques and a par
20 debt per unit was determined by dividing the apportioned CIP to each product type by the
21 number of units in each product type. The Maximum Annual Debt Service (MADS”)
22 assessment was determined for each unit by apportioning the MADS by the same
23 percentage as the par debt apportionment.

24
25 Mr. Weyer said that the master methodology sets the cap on par debt and assessments. A
26 Supplemental Assessment Methodology report and a Supplemental Engineer’s Report will
27 be issued for each ensuing bond issue.

28
29 Mr. Hurst asked if that was a pretty traditional way of performing that benefit evaluation.
30 Ms. Mossing answered that this way is pretty traditional although Mr. Weyer had to go
31 into greater detail due to the large quantity of non-residential uses. Ms. Willson agreed
32 with Ms. Mossing.

33
34 Ms. Willson had a couple of specific questions for Mr. Weyer for the record.

35
36 Q: In your professional opinion, do the lands subject to the assessments receive special
37 benefit from the District’s improvement plan?

38
39 A: Yes.

40
41 Q: In your professional opinion, are the assessments reasonably apportioned among
42 the lands subject to the special assessments?

43
44 A: Yes.

1 Q: In your professional opinion, is it reasonable, proper and just to assess the costs of
2 the project against the lands in the District in accordance with your methodology
3 which results in the special assessments set forth on the assessment roll?
4

5 A: Yes.
6

7 Q: Is it your opinion that the special benefits that the lands will receive as set forth in
8 the final assessment roll will be equal to or in excess of the special assessments
9 thereon when allocated as set forth in the methodology?
10

11 A: That is correct.
12

13 Q: Is it your opinion that it is in the best interest of the District that the special
14 assessments be paid and collected in accordance with the methodology and the
15 District's assessment resolutions?
16

17 A: Yes.
18

19 Ms. Willson then requested confirmation whether there were any public comments or
20 testimony and queried the District Manager as to whether there were any letters from
21 members of the public. Mr. Weyer confirmed there were no further public comments or
22 letters received.
23

24 Upon confirmation that the Board had no changes to the assessments being considered in
25 Resolution 2024-08, Ms. Willson requested that the Board close the public hearing.
26

27 On MOTION by Ms. Maurizi and seconded by Ms. Marinelli, with all in favor, the Board of
28 Supervisors of the Brightshore Community Development District closed the public hearing.
29

30
31 **C. Consideration of Resolution 2024-08: A resolution of the Brightshore**
32 **Community Development District authorizing District projects for**
33 **construction and/or acquisition of infrastructure improvements; equalizing,**
34 **approving, confirming, and levying special assessments on property specially**
35 **benefited by such projects to pay the cost thereof; providing for the payment**
36 **and the collection of such special assessments by the methods provided for by**
37 **Chapters 170, 19 and 197, Florida Statutes; confirming the District's intention**
38 **to issue special assessment revenue bonds; making provisions for transfers of**
39 **real property to homeowners associations, property owners association and/or**
40 **governmental entities; providing for the recording of an assessment notice;**
41 **providing for severability, conflicts and an effective date.**
42
43

1 Ms. Willson explained that the engineer's report and the assessment methodology will be
2 attached to this resolution. She briefly described the sections within the resolutions then
3 stated that unless the Board has any questions, a motion to adopt Resolution 2024-08 was
4 in order.

5
6 There was no further discussion.
7

8 On MOTION by Mr. Casalanguida and seconded by Mr. Hurst, with all in favor, the Board of
9 Supervisors of the Brightshore Community Development District approved Resolution 2024-08 as
10 presented.

11
12
13 **SEVENTH ORDER OF BUSINESS**

Other Business

14
15 **Staff Reports**

16
17 **Manager's Report –**

18
19 Mr. Weyer had nothing further to report.
20
21

22 **Attorney's Report –**

23
24 Ms. Willson said that her office continues to work with the State Attorney on the bond
25 validation hearing scheduled for June 10th. She is continually working with the bond
26 financing team on items related to the District's upcoming issuance.
27

28 Mr. Casalanguida asked if we validate in June, is there any risk if we delay the financing
29 six, nine, or 12 months? Ms. Willson said there is no risk from a financing perspective .
30

31 **Engineer's Report –**

32
33 Mr. Tryka said that Agnoli Barber and Brundage no longer exists, and that company was
34 acquired by LGA Engineering as of March 1st.
35

36 **EIGHTH ORDER OF BUSINESS**

Supervisors Requests

37
38 There were no supervisors' requests.
39

40 **NINTH ORDER OF BUSINESS**

Public Comments

41
42 There were no public comments.
43
44

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Maurizi and seconded by Mr. Hurst, with all in favor (4-0), 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 3

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, 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 Interim Professional Engineering Services Agreement dated March 20, 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:

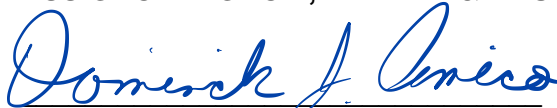
<u>ABB Project Number:</u>	<u>Project:</u>
22-0080	Brightshore CDD

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 29th day of February 2024.

ASSIGNOR: AGNOLI, BARBER & BRUNDAGE, INC.



Dominick 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 BETWEEN THE BRIGHTSHORE COMMUNITY DEVELOPMENT DISTRICT AND
AGNOLI, BARBER & BRUNDAGE, INC., FOR INTERIM PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT ("Agreement") made and entered into this 20th day of March 2023 ("Effective Date"), 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 c/o Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102 ("District"); and

Agnoli, Barber & Brundage, Inc., a Florida corporation, with a mailing address of 7400 Trail Boulevard, Suite 200, Naples, Florida 34108 ("Engineer," and together with the District, the "Parties").

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* ("Uniform Act"), by ordinance of Collier County, Florida; and

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

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering, surveying, planning, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; 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 his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties 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. Scope of Services

- A. The Engineer will provide general engineering services, including:
1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.

3. Any other items requested by the Board of Supervisors.

Article 2. 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 work, 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 forth in **Exhibit A** hereto (the "Work Authorization"). Authorization of services or projects under the Agreement shall be at the sole option of the District. Work Authorization Number 1 attached hereto as Exhibit A is hereby **APPROVED**.

Article 3. Compensation. It is understood and agreed that the services rendered by Engineer 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.
- B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit B**.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, 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 and reimbursement policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Agreement. It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the Parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

Article 6. 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 7. 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. 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 8. Ownership of Documents.

A. 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. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer, in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or incomplete upon payment of all outstanding balances due Engineer for Work Product. 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. 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 Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

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. Engineer hereby assigns to the District any and all rights 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 9. Accounting Records. Records of 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.

Article 10. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They 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.

Article 11. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his 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 him. 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. Engineer shall, at its own expense, maintain insurance during the performance of its 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 (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	
Bodily Injury	\$500,000/\$1,000,000
Property Damage	\$100,000
Professional Liability for Errors and Omissions	\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District and its supervisors, employees, agents and staff as additional

insureds. Engineer shall provide the District with thirty (30) days' notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

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. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. 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 an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under the Agreement.

Article 15. Indemnification.

A. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct or errors or omissions of the Engineer and persons employed or utilized by the Engineer in the performance of this Agreement.

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

C. The following shall apply only to the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law: liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000). Engineer shall carry, at its 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.

D. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this Agreement, the Parties shall have no liability to each other for indirect,

consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup.

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

Article 16. Public Records. The 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, the 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*. 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 service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time 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 this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the 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. The Engineer acknowledges that the designated Public Records Custodian for the District is Russ Weyer.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 269-1341, RWEYER@REE-I.COM, OR 707 ORCHID DRIVE, SUITE 100, NAPLES, FLORIDA 34102.

Article 17. 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 18. Controlling Law. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

Article 19. Assignment. 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. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Article 6 herein.

Article 20. Termination. The District and the Engineer may terminate this Agreement without cause upon notice. At such time as Engineer receives notification by the District to terminate the Agreement, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

Article 21. Recovery of Costs and Fees. In the event either Party 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 attorneys' fees, paralegal fees and expert witness fees.

Article 22. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

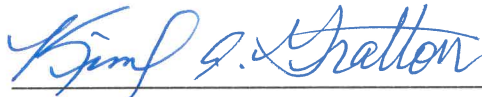
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IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**BRIGHTSHORE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors



Witness

AGNOLI, BARBER & BRUNDAGE, INC.



By: Edward "Ted" F. Tryka III, P.E.

Its: Vice President, Transportation

Exhibit A: Work Authorization

Exhibit B: Fee Schedule

Exhibit A
Work Authorization

March 20, 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., is pleased to submit this work authorization to provide interim engineering services for the Brightshore Community Development District ("District"). We will provide these services pursuant to our current agreement dated March 20, 2023 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage the services of Agnoli, Barber & Brundage, Inc., as Interim Engineer to perform those services regarding preparation of Master Engineer's Report for Capital Improvements and validation of Bonds.

II. Fees

The District will compensate Agnoli, Barber & Brundage, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Agnoli, Barber & Brundage, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Agnoli, Barber & Brundage, Inc. 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

By: _____
Authorized Representative of
Brightshore Community
Development District

Sincerely,



By: Edward "Ted" F. Tryka III, P.E.
Its: Vice President, Transportation
Agnoli, Barber & Brundage, Inc.

Exhibit B
Fee Schedule



RATE SCHEDULE
(Effective January 1, 2022)

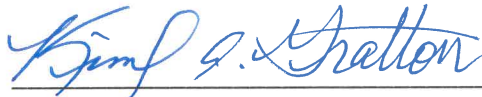
	<u>Hourly Rate</u>
Professional VI	\$240
Professional V	\$200
Professional IV	\$165
Professional III	\$140
Professional II	\$125
Professional I	\$110
Tech V	\$135
Tech IV	\$110
Tech III	\$100
Tech II	\$ 90
Tech I	\$ 80
Admin	\$ 90
4-Man Survey Crew	\$ 250
3-Man Survey Crew	\$ 200
2-Man Survey Crew	\$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

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**BRIGHTSHORE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors



Witness

AGNOLI, BARBER & BRUNDAGE, INC.



By: Edward "Ted" F. Tryka III, P.E.

Its: Vice President, Transportation

Exhibit A: Work Authorization

Exhibit B: Fee Schedule

EXHIBIT 4

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

HOURL: 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:

**BRIGHTSHORE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2025 Proposed Budget

Exhibit A
Fiscal Year 2024-2025 Proposed Operations & Maintenance 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	Unplatted Acres
INTEREST REVENUE		
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	\$25,000/Year
TOTAL FIELD OPERATIONS EXPENDITURES	\$ 25,000	
TOTAL EXPENDITURES	\$ 143,975	
Balance	\$ -	

EXHIBIT 5

Brightshore Community Development District
Cash Flow

October, 2023 - April, 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	\$ 14,000.00
1513014 Website Hosting & Management	416.50
1513020 Office Expense	54.12
1513048 District Filing Fee	175.00
1513055 Legal Advertising	9,107.98
1513075 Accounting Services	2,800.00
1513080 Engineering Services	1,320.00
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	12,882.85
1514011 Legal Services - Bond Validation	6,409.50
1514012 Legal Services - Series 2023 Construction	3,625.50
Total 1100000 Administrative	<u>\$ 75,179.25</u>
Total Expenditures	<u>\$ 75,179.25</u>
Net Revenue	<u><u>\$ 51,105.75</u></u>

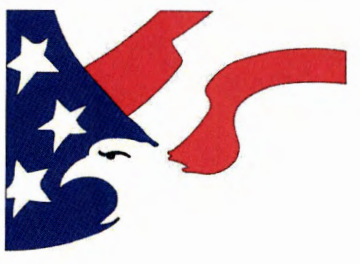
BRIGHTSHORE CDD BUDGET TO ACTUAL THROUGH 4/30/2024

FY 2023-2024 Budget Line Item	FY 2023-2024 Budget	Cash Flow (4/30/24)	Remaining (9/30/24)
Management Consulting Services	\$24,000.00	\$14,000.00	\$10,000.00
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	2,800.00	3,020.00
Auditor	5,000.00	0.00	5,000.00
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	12,882.85	7,117.15
Legal Services - Bond Validation	15,000.00	6,409.50	8,590.50
Legal Services - Construction	0.00	3,625.50	-3,625.50
Engineering Services	20,000.00	1,320.00	18,680.00
Engineering Services - Bond Validation	15,000.00	19,387.80	-4,387.80
Website Design and Hosting	3,000.00	416.50	2,583.50
	\$132,495.00	\$75,179.25	\$57,315.75

BRIGHTSHORE CDD BALANCE SHEET THROUGH 4/30/24

ASSETS	Total
Current Assets	
Bank Accounts	
1101000 Checking	\$61,258.26
Total Bank Accounts	\$61,258.26
TOTAL ASSETS	\$61,258.26
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	\$2,239.50
Total Current Liabilities	\$2,239.50
Total Liabilities	\$2,239.50
Equity	
Retained Earnings	\$7,913.01
Net Revenue	\$51,105.75
Total Equity	\$59,018.76
TOTAL LIABILITIES AND EQUITY	\$61,258.26

EXHIBIT 6



Melissa R Blazier
Supervisor of Elections
Collier County, Florida

April 15, 2024

Mr. Russ Weyer
Brightshore CDD
707 Orchid Drive Suite 100
Naples, FL 34102

Dear Mr. Weyer,

In compliance with 190.06 of the Florida Statutes, this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 1 active registered voters residing in the Brightshore CDD as of April 15, 2024.

Should you have any question regarding election services for this district please feel free to contract our office.

Sincerely,

A handwritten signature in black ink that reads "David B Carpenter".

David B Carpenter
Qualifying Officer
Collier County Supervisor of Elections
3750 Enterprise Avenue
Naples FL 34104
(239) 252-8501
Dave.Carpenter@colliervotes.gov