

***BRIGHTWATER  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Date/Time:***

***Thursday, May 26, 2022  
3:00 P.M.***

***Location:***

***Hyatt Place – Ft. Myers at the Forum  
2600 Champion Ring Rd.  
Ft. Myers, Florida***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption***

# Brightwater Community Development District

c/o Breeze  
1540 International Parkway, Suite 2000  
Lake Mary, FL 32745  
813-564-7847

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Board of Supervisors  
**Brightwater Community Development District**

Dear Supervisors:

A Meeting of the Board of Supervisors of the Brightwater Community Development District is scheduled for Thursday, **May 26, 2022 at 3:00 P.M.** at the **Hyatt Place – Ft. Myers at the Forum, 2600 Champion Ring Rd, Ft. Myers, FL 33905**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

*Patricia Thibault*

Patricia Thibault  
District Manager  
813-564-7847

CC: Attorney  
Engineer  
District Records

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**District:** BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT

**Date of Meeting:** Thursday, May 26, 2022

**Time:** 3:00 p.m.

**Location:** Hyatt Place Ft. Myers At the Forum  
2600 Champion Ring Rd.  
Fort Myers, FL 33905

**Dial In:** 301-715-8592  
**Meeting ID:** 858 0855 3563  
**Passcode:** 595408

## ***Agenda***

*For the full agenda packet, please contact: [patricia@breezehome.com](mailto:patricia@breezehome.com)*

- I. Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual on agenda items)*
- III. Lee County Representative - Discussion of Irrigation System**
- IV. Business Matters**
  - A. Presentation of Proposed Budget FY 2022-2023 *(To Be Distributed)*
  - B. Consideration and Approval of **Resolution 2022-06, Approving Proposed Budget and Setting Public Hearing (FY 2022-2023)** **Exhibit 1**
    - Exhibit A – Proposed Budget for FY 2022-2023
  - C. Service Agreement Amendment – Innovative Employer Solutions, Inc. **Exhibit 2**
  - D. Amortization Recalculation Agreement Brightwater CDD **Exhibit 3**
- V. Consent Agenda**
  - A. Acceptance of the Unaudited Financial Statements *(To Be Distributed)*
  - B. Presentation of Brightwater CDD Number of Qualified Electors - 0 **Exhibit 4**
  - C. Ratification of Contracts **Exhibit 5**
- VI. Staff Reports**
  - A. District Manager
  - B. District Attorney
  - C. District Engineer

**VII. Audience Comments – New Business –** *(limited to 3 minutes per individual)*

**VIII. Supervisor Requests**

**IX. Adjournment**

# **EXHIBIT 1**

## RESOLUTION 2022-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2022/2023; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Brightwater Community Development District (“**District**”) prior to June 15, 2022 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Proposed Budget**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, 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.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 25, 2022

HOUR: 9:00 a.m.

LOCATION: Hyatt Place Ft. Myers at the Forum  
2600 Champion Ring Road  
Fort Myers, Florida

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lee 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 Proposed Budget on the District’s website at least 2 days before the budget hearing date 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 by Florida law.

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

**PASSED AND ADOPTED ON MAY 26, 2022.**

Attest:

**Brightwater Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: Proposed Budget for Fiscal Year 2022/2023**

## **EXHIBIT 2**



## Service Agreement Amendment

### Service Agreement Between Innovative Employer Solutions Inc and Brightwater Community Development District Dated April 1st, 2019

The Service Agreement dated April 1, 2019 by and between Innovative Employer Solutions, Inc., a Florida corporation, (Innovative) and Brightwater Community Development District (Client) is hereby amended effective April 8<sup>th</sup>, 2022.

#### Assignment

Client agrees to accept the assignment of the above referenced service agreement to Engage HRO.

#### AGREED TO:

#### INNOVATIVE EMPLOYER SOLUTIONS, INC.

By:  4/19/2022  
DocuSigned by:  
2C8FEE5893E74AF... (Date)

635 93<sup>rd</sup> Ave North  
Saint Petersburg, FL 33702

#### CLIENT

By:  4/19/2022  
DocuSigned by:  
36AA13D683C14F2... (Date)

15310 Amberly Drive, Suite 175  
Tampa, Florida 33647.

# **EXHIBIT 3**



**U.S. Bank, N.A.**  
**Global Corporate Trust**  
**225 E. Robinson Street, Suite 250**  
**Orlando, FL 32801**

**James Audette**  
**Vice President**  
**Email: james.audette@usbank.com**  
**Phone: 407-835-3820 Fax: 407-835-3814**

### **Amortization Recalculation Agreement**

April 22, 2022

Brightwater Community Development District  
c/o District Manager  
1540 International Parkway, Suite 2000  
Lake Mary, FL 32746

Re: Brightwater Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank Trust Company, National Association (“U.S. Bank” or the “Recalculation Agent”) hereby agrees with the Brightwater Community Development District (the “District”) to act as the District’s Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the “Agreement”). The purpose of this Agreement is to provide calculations to the District to facilitate the District’s compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank’s services under this Agreement will be \$250 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.**



U.S. Bank may conclusively rely on the truth and accuracy of all information furnished to U.S. Bank by the District.

U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

Sincerely,  
U.S. Bank Trust Company, National Association

Approved and Accepted:  
Brightwater Community Development District

By: James Audette  
Its: Vice President

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

# **EXHIBIT 4**

# **DPFG MANAGEMENT & CONSULTING LLC**

**250 INTERNATIONAL PKWY, SUITE 280  
LAKE MARY FL 32746**

**Lee County – Community Development Districts  
FLORIDA**

**04/15/2022**

| <b>NAME OF COMMUNITY<br/>DEVELOPMENT DISTRICT</b> | <b>NUMBER OF<br/>REGISTERED VOTERS AS<br/>OF 04/15/2022</b> |
|---|---|
| <b>Brightwater</b>                                | <b>0</b>  |
| <b>Lucaya</b>                                     | <b>277</b>  |
| <b>Stoneybrook North</b>                          | <b>203</b>  |

**Tammy Lipa – Voice: 239-533-6329**

**Email: [tlipa@lee.vote](mailto:tlipa@lee.vote)**

**Send to: Shirley Conley [sconley@vestapropertyservices.com](mailto:sconley@vestapropertyservices.com) Phone: 321-263-0132 ext 749**

# **EXHIBIT 5**

## **RATIFICATION OF CONTRACTS**

|                          |  |                       |
|--------------------------|--|-----------------------|
| <b>11NBHD01-213 CO#3</b> | Mancini – Silt Fence and Clearing                              | <b>\$338,172.50</b>   |
| <b>11NBHD01-213 CO#5</b> | Mancini - Brightwater 2C Lakes                                 | <b>\$1,093,500.00</b> |
| <b>SC-000355 CO#1</b>    | Bridge Builders- Revised High Timber Tower with Wall Extension | <b>\$1,100.00</b>     |