

***BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Thursday
August 27, 2020
9:00 a.m.***

***Location:
Conducted Via Electronic Teleconference***

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

Development Planning and Financing Group

250 International Parkway, Suite 280

Lake Mary FL 32746

813-374-9104 Ext. 4301

Board of Supervisors

Brightwater Community Development District

Dear Board Members:

A Meeting of the Board of Supervisors of the Brightwater Community Development District is scheduled for **Thursday, August 27, 2020 at 9:00 a.m.**

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 which allows governmental public meetings and required quorums to be completed via telephone conference. In respect of current social distancing recommendations this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via telephone as follows:

Call in phone number: 929-205-6099

Meeting ID: 839 3281 2889

Password: 213694

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 their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Tonya Elliott-Moore

Tonya Elliott-Moore

District Manager

Cc: Attorney
Engineer
District Records

District: **BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, August 27, 2020
Time: 9:00 AM
Location: Via Electronic Teleconference
Due to COVID 19
Per Gov Exec Order 20-69

Dial-in Number: **(929) 205-6099**
Meeting ID: 83932812889#

Agenda

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual on agenda items)*

III. Consent Agenda

- A. Consideration and Approval of the May 26, 2020 Regular Meeting Minutes
- B. Acceptance of the May - July 2020 Unaudited Financial Statements
- C. Acceptance of the 2019 Audited Financial Report

IV. Business Matters

- A. Public Hearings for FY 2020-2021 Budget and Assessments Exhibit 1
 - 1. Open Public Hearings
 - 2. Review FY2020-2021 Budget and Assessments
 - 3. Audience Comments
 - 4. Close Public Hearings
- B. Consideration and Adoption of **Resolution 2020-07**, Adopting Final Budget FY 2020-2021 Exhibit 2
- C. Consider and Approve Budget Funding Agreement FY 2020-2021 Exhibit 3
- D. Consideration and Adoption of **Resolution 2020-08**, Adopting FY 2020-2021 Meeting Schedule Exhibit 4

V. Administrative Matters

- A. Consider DPFPG Memorandum and Approve revised content on website

VI. Staff Reports

- A. District Manager
- B. District Attorney
- C. District Engineer

VII. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

VIII. Supervisors Requests

IX. Adjournment

EXHIBIT 1.

**STATEMENT 1
BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT
FY 2021 PROPOSED BUDGET - GENERAL FUND (O&M)**

	FY 2020 BUDGET	FY 2020 March YTD	FY 2021 PROPOSED	VARIANCE 2020-2021
I. REVENUE				
GENERAL FUND REVENUE /(1)	\$ 211,873	\$ 27,008	\$ 316,022	\$ 104,149
TOTAL REVENUE	211,873	27,008	316,022	104,149
II. EXPENDITURES				
GENERAL ADMINISTRATIVE:				
SUPERVISORS COMPENSATION	12,000	-	8,000	(4,000)
PAYROLL TAXES	918	-	612	(306)
PAYROLL PROCESSING	660	-	490	(170)
MANAGEMENT CONSULTING SERVICES	21,000	7,000	21,000	-
CONSTRUCTION ACCOUNTING SERVICES	9,000	-	9,000	-
PLANNING, COORDINATING & CONTRACT SERVICES	36,000	21,400	36,000	-
ADMINISTRATIVE SERVICES	3,500	-	3,600	100
BANK FEES	300	-	300	-
MISCELLANEOUS	500	-	500	-
AUDITING SERVICES	3,500	-	3,500	-
TRAVEL PER DIEM	-	-	500	500
INSURANCE	2,805	2,614	8,305	5,500
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	2,000	2,523	1,800	(200)
ENGINEERING SERVICES	4,000	-	4,000	-
LEGAL SERVICES	7,500	1,808	4,000	(3,500)
WEBSITE HOSTING	2,265	1,071	1,650	(615)
TOTAL GENERAL ADMINISTRATIVE	106,123	36,591	103,432	(2,691)
DEBT ADMINISTRATION:				
DISSEMINATION AGENT	5,000	-	5,000	-
TRUSTEE FEES	8,000	-	8,000	-
ARBITRAGE	750	-	750	-
TOTAL DEBT ADMINISTRATION	13,750	-	13,750	-

**STATEMENT 1
BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT
FY 2021 PROPOSED BUDGET - GENERAL FUND (O&M)**

	FY 2020	FY 2020	FY 2021	VARIANCE
PHYSICAL ENVIRONMENT EXPENDITURES:				
STREETPOLE LIGHTING	30,000	-	30,100	100
ELECTRICITY (IRRIGATION & POND PUMP)	7,000	-	7,500	500
WATER	-	-	10,000	10,000
LANDSCAPE MAINTENANCE PHASE 2	25,000	-	103,440	78,440
LANDSCAPE REPLINISHMENT	10,000	-	5,000	(5,000)
IRRIGATION MAINTENANCE	10,000	-	5,000	(5,000)
MITIGATION MONITORING & MAINTENANCE	-	-	5,400	5,400
PET WASTE REMOVAL	-	-	-	-
SIGNAGE	-	-	-	-
SECURITY	10,000	-	-	(10,000)
POND MAINTENANCE	15,000	-	15,000	-
POND EROSION	-	-	-	-
GATE MAINTENANCE	-	-	3,400	3,400
CARD ACCESS & FOBS	-	-	6,000	6,000
COMPREHENSIVE FIELD TECH SERVICES	8,000	-	8,000	-
HOLIDAY DECORATION/EVENTS	-	-	-	-
PHYSICAL ENVIRONMENT CONTINGENCY	-	-	-	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	92,000	-	198,840	83,840
AMENITY CENTER OPERATIONS:				
POOL SERVICE CONTRACT	-	-	-	-
POOL PERMITS	-	-	-	-
AMENITY MANAGEMENT	-	-	-	-
AMENITY CENTER POWER WASH	-	-	-	-
AMENITY CENTER CLEANING & MAINTENANCE	-	-	-	-
AMENITY CENTER INTERNET	-	-	-	-
AMENITY CENTER ELCTRIC	-	-	-	-
AMENITY CENTER WATER	-	-	-	-
AMENITY CENTER PEST CONTROL	-	-	-	-
REFUSE SERVICE	-	-	-	-
AMENITY CENTER LANDSCAPE MAINTENANCE	-	-	-	-
AMENITY CENTER LANDSCAPE INFILL	-	-	-	-
AMENITY CENTER CONTINGENCY	-	-	-	-
TOTAL AMENITY CENTER OPERATIONS	-	-	-	-
TOTAL EXPENDITURES	211,873	36,591	316,022	81,149
III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(9,584)	-	-
FUND BALANCE - BEGINNING	-	-	-	-
FUND BALANCE - ENDING	\$ -	\$ (9,584)	\$ -	\$ -

Footnote:

(1) Revenue collections from County tax collector and/or budget funding agreement as needed only based on actual expenditures. Draws upon budget funding agreement can only be based on actual expenditures.

STATEMENT 2

BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT

CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	SERVICE PROVIDED	CONTRACT/ AGREEMENT YES/NO	ANNUAL AMOUNT OF CONTRACT	PAYMENT SCHEDULE	COMMENTS (SCOPE OF SERVICE)
EXPENDITURES ADMINISTRATIVE:						
SUPERVISORS COMPENSATION	NA	NA	NA	8,000	MONTHLY	5 supervisors , 8 Meetings
PAYROLL TAXES	NA	NA	NA	612	MONTHLY	7.65% of total payroll
PAYROLL PROCESSING	Innovative	NA	NA	490	MONTHLY	\$55 per payroll plus \$50 year end processing
MANAGEMENT CONSULTING SRVS	DPFG	DISTRICT MGMT.	YES	21,000	MONTHLY	District Mgmt.
CONSTRUCTION ACCOUNTING SERVICES	DPFG	CONSTRUCTION ACCTNG	NA	9,000	MONTHLY	Accounting for the construction using bond funds
PLANNING, COORDINATING, & CONTRACT SERVICES	DPFG	COORDINATE SVCS	YES	36,000	MONTHLY	Consulting Service
ADMINISTRATIVE SERVICES	DPFG	OFFICE EXPENSES	NA	3,600	MONTHLY	Administrative Services
BANK FEES			NA	300	QUARTERLY	
MISCELLANEOUS			YES	500	RANDOM	AS needed
AUDITING SERVICES	Dibartolomeo	ANNUAL AUDIT	YES	3,500	MONTHLY	RFP for Auditor FY21
TRAVEL PER DIEM	PGIT		NA	500	RANDOM	Estimated
INSURANCE	Florida	INSURANCE	REQUIRED	8,305	ANNUALLY	Liability \$2805 Property \$5,500 (6months)
REGULATORY & PERMIT FEES	DEO	ANNUAL FILING FEE	NO	175	ANNUALLY	Annual fee
LEGAL ADVERTISEMENTS	TIME PUBLISHING	PUBLIC NOTICE	NO	1,800	RANDOM	Meeting dates, RFP ads, budget ads
ENGINEERING SERVICES	STANTEC	DISTRICT ENGINEER	YES	4,000	RANDOM	OM-BW-002
LEGAL SERVICES	STRALEY & ROBIN	DISTRICT ATTORNEY	YES	4,000	RANDOM	
WEBSITE HOSTING	Innersync/Campus Suite	ADA Website	YES	1,650	ANNUALLY	OM-BW-DPFG-001
EXPENDITURES DEBT ADMINISTRATION:						
DISSEMINATION AGENT				5,000	ANNUAL	
TRUSTEE FEES				8,000	ANNUAL	US BANK
ARBITRAGE				750		Arbitrage as required by the Trust Indenture

PHYSICAL ENVIRONMENT EXPENDITURES:						
STREETPOLE LIGHTING				30,100		Solar lights 4.3K deposit- Gig Fiber 43 lights \$600/light assume 1 light every 150' - 200 (
ELECTRICITY (IRRIGATION & POND PUMP)				7,500		Estimate
WATER				10,000		Estimate
LANDSCAPE MAINTENANCE PHASE 2				103,440		Estimate same as Big Tree for 6 months and Southern \$3,120/mo 12 months
LANDSCAPE REPLINISHMENT				5,000		
IRRIGATION MAINTENANCE				5,000		Estimate
MITIGATION MONITORING & MAINTENANCE				5,400		Est \$450/mo
PET WASTE REMOVAL				-		
SIGNAGE				-		
SECURITY				-		
POND MAINTENANCE				15,000		Estimate 8 ponds and creek maintenance (mirror SBN)
POND EROSION				-		
GATE MAINTENANCE				3,400		Gates operational by May 2021 2 gates \$55/mo per gate wireless, \$145/mo contact one per gate, and \$1,000/gate maint (1/2 year)
CARD ACCESS & FOBS				6,000		200 clickers @ \$30
COMPREHENSIVE FIELD TECH SERVICES				8,000		
HOLIDAY DECORATION/EVENTS				-		\$5,000 allowance for holiday decorations and \$2k for event FY22
PHYSICAL ENVIRONMENT CONTINGENCY				-		
AMENITY CENTER OPERATIONS:						
POOL SERVICE CONTRACT				-		
POOL PERMITS				-		
AMENITY MANAGEMENT				-		
AMENITY CENTER POWER WASH				-		
AMENITY CENTER CLEANING & MAINTENANCE				-		
AMENITY CENTER INTERNET				-		
AMENITY CENTER ELCTRIC				-		
AMENITY CENTER WATER				-		
AMENITY CENTER PEST CONTROL				-		
REFUSE SERVICE				-		
AMENITY CENTER LANDSCAPE MAINTENANCE				-		
AMENITY CENTER LANDSCAPE INFILL				-		
AMENITY CENTER CONTINGENCY				-		

EXHIBIT 2.

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors (“**Board**”) of the Brightwater Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving 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 pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, North Brook Holdings, LLC, a Florida limited liability company (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2020-2021 Budget as shown in the revenues line item of the FY 2020-2021 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a.** That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b.** That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, 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 for fiscal year 2019-2020 and/or revised projections for fiscal year 2020-2021.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the Brightwater Community Development District for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021”.
- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sum of \$ _____, 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 in the following fashion:

Total General Fund	\$ _____
Total All Funds	\$ _____

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 27, 2020.

Attested By:

**Brightwater Community
Development District**

Print Name: _____
Secretary/Assistant Secretary

Michael Lawson
Chair of the Board of Supervisors

Exhibit A: FY 2020-2021 Adopted Budget

Exhibit B: Form of Budget Funding Agreement with Developer

EXHIBIT 3.

Budget Funding Agreement
Fiscal Year 2020-2021

This Agreement is made and entered into this 27th day of August, 2020, by and between the **Brightwater Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Lee County, Florida (hereinafter "**District**"), and **North Brook Holdings, LLC**, a Florida limited liability company (hereinafter "**Developer**").

Recitals

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Lee County, Florida, (the "**County**") 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, Developer presently owns real 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 2020-2021, which year commences on October 1, 2020 and concludes on September 30, 2021; and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2020-2021 as described in **Exhibit "A"** attached hereto; and

WHEREAS, the Developer desires to provide such funds, as are necessary, to the District to proceed with its operations and services for Fiscal Year 2020-2021, as described in Exhibit "A," and as may be amended from time to time by the District.

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

1. The Developer 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 "A", as may be amended from time to time, within thirty (30) days of written request by the District. The monies to be funded by the Developer will be the difference between any actual on-roll and other non-off roll revenues received by the District minus the actual expenditures incurred by the District and will be provided on an "as needed" basis only. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees or assessments

which might otherwise be levied or imposed by the District. However, at the end of each fiscal year if it is determined there is a surplus that is related to the deficit funding provided by the Developer; the Developer will be entitled to a return of such funds up to the total amount deficit funded.

2. The parties hereto recognize that a portion of the aforereferenced operating expenses may be required in support of the District's effort to implement its capital improvements program which are to be financed in the form of note(s), bond(s) or future developer advances and as such may be considered to be reimbursable expenses. The District agrees that upon the issuance of its note(s) or bonds(s) that there will be included an amount sufficient to reimburse the Developer for a portion of the advances made pursuant to this agreement and such reimbursement will be made within thirty (30) days of receiving the proceeds of the note(s) or bond(s). The advances made pursuant to this agreement and reimbursement of same will not include any interest charge since it is anticipated that the District will proceed in a timely fashion to obtain its note(s) or bond(s).

3. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendment 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.

4. 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.

5. This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

6. 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 and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

7. 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.

8. 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.

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

10. 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. The Agreement shall be effective after execution by both parties hereto.

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

Attest:

**Brightwater Community
Development District**

Print Name: _____
Secretary/Assistant Secretary

By: _____
Michael Lawson
Chair of the Board of Supervisors

North Brook Holdings, LLC
a Florida limited liability company

Witness

By: _____
John Ryan
Manager

Witness

Exhibit "A" – Fiscal Year 2020-2021 General Fund Budget

EXHIBIT 4.

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BRIGHTWATER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Brightwater Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Lee County, Florida; and

WHEREAS, the District’s Board of Supervisors (the “Board”), is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. The annual public meeting schedule of the Board of Supervisors for the Fiscal Year beginning October 1, 2020, and ending on September 30, 2021 (the “FY 2020-2021”) attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published and filed in accordance with the requirements of Florida law.

Section 2. The District Manager is hereby directed to submit a copy of the FY 2020-2021 annual public meeting schedule to Lee County and the Department of Economic Opportunity.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED ON THIS 27TH DAY OF AUGUST, 2020.

ATTEST:

**BRIGHTWATER COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

Exhibit A
Notice of Meetings
Fiscal Year 2020-2021
Brightwater Community Development District

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2020-2021 Regular Meetings of the Board of Supervisors of the Brightwater Community Development District shall be held at 9:00 a.m. at* the Hyatt Place Ft. Myers/At the Forum, 2600 Champion Ring Road, Fort Myers, Florida. The meeting dates are as follows [exceptions are noted below]:

October 22, 2020
November 19, 2020 (scheduled on third Thursday due to Thanksgiving holiday)
December 17, 2020 (scheduled on third Thursday due to Christmas holiday)
January 28, 2021
February 25, 2021
March 25, 2021
April 22, 2021
May 27, 2021
June 24, 2021
July 22, 2021
August 26, 2021
September 23, 2021

**Please note that pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-193, and any amendment thereto or subsequent Executive Order) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such meeting or meetings may be held telephonically, virtually, or at another location in the event the above location is not available. Prior to each meeting, please check the District's website for the latest information: <https://www.brightwatercdd.org/>.*

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. Any meeting may be continued with no additional notice to a date, time and place to be specified on the record at a meeting. A copy of the agenda for the meetings listed above may be obtained from DPFM Management & Consulting [DPFM], 250 International Parkway, Suite 280, Lake Mary FL 32756 at (813) 418-7473, Extension 4301, one week prior to the meeting.

There may be occasions when one or more supervisors will participate by telephone or other remote device.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact DPFM at (813) 418-7473 Ext. 4301. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office at least forty-eight (48) hours prior to the date of the hearing and meeting.

Each person who decides to appeal any action taken at the meetings is advised that the 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.

DPFM, District Management