

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
Lori Price - Assistant Secretary
Christie Ray - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

District Staff:

Audette Bruce - District Manager
Brian Quillen - Operations Director
Jim Bugos - Field Services Manager
Tyson Waag - District Engineer
John Vericker - District Counsel

Brightwater Community Development District

Regular Meeting Agenda

Tuesday, March 24, 2026 at 2:00 P.M.

Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905

Teams:

Dial In: +1 312-667-7136

Meeting ID: 214 574 973 934 19

Passcode: ys3Ja63L

Dear Supervisors:

A meeting of the Board of Supervisors of the Brightwater Community Development District is scheduled for **Tuesday, March 24, 2026, at 2:00 p.m.** at the **Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905.**

The following is the agenda for this meeting for your review and consideration. The Advanced Meeting Package is a working document, and thus all materials are considered drafts. Any additional support material will be distributed at the meeting.

1. Roll Call
2. Audience Comments – (limited to 3 minutes per individual for agenda items)
3. Consent Agenda
 - A. Consideration for Acceptance – The Unaudited January 2026 Financials Exhibit 1
 - The Negative Variance for January 2026
 - B. Consideration for Acceptance – The Unaudited February 2026 Financials Exhibit 2
 - The Negative Variance for February 2026
 - C. Consideration for Approval – The Meeting Minutes of the Board of Supervisors Exhibit 3
Regular Meeting Held on January 27, 2026
 - D. Ratification of WM Side Service LLC – Sidewalk Demo - \$3,300.00 Exhibit 4
 - E. Ratification of Sunrise Landscape – Pritchett Parkway Wall Mulch - \$21,750.00 Exhibit 5
 - F. Ratification of Sunrise Landscape – Main Entrance Refresh - \$16,950.00 Exhibit 6
4. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. Field Operations Manager: Kai – Jim Bugos

District Office:

Kai (formerly Breeze/BreezeHome)
2502 N. Rocky Point Dr.,
Suite 1000, Tampa, FL 33607

Meeting Location:

Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
Lori Price - Assistant Secretary
Christie Ray - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

➤ Inspection Report Dated March 14, 2026

District Staff:

Audette Bruce - District Manager
Brian Quillen - Operations Director
Jim Bugos - Field Services Manager
Tyson Waag - District Engineer
John Vericker - District Counsel

Exhibit 7

D. District Manager

5. Supervisors Requests

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

7. Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions or would like to obtain a copy of the full agenda, please do not hesitate to call us at 813-565-4663.

Sincerely,

Audette Bruce

District Manager

District Office:

Kai (*formerly Breeze/BreezeHome*)
2502 N. Rocky Point Dr.,
Suite 1000, Tampa, FL 33607

Meeting Location:

Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

EXHIBIT 1

AGENDA

**Brightwater
Community Development District**

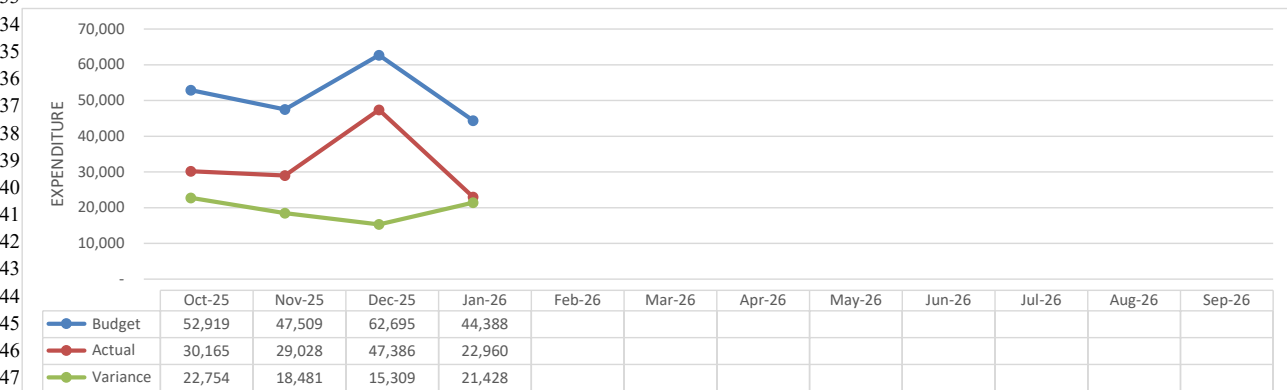
**Financial Statements
(Unaudited)**

January 31, 2026

Brightwater CDD
Financial Report Summary - General Fund & Construction Fund
1/31/2026

	GENERAL FUND 1/31/2026	CONSTRUCTION 1/31/2026
For The Period Ending :		
CASH BALANCE	\$ 213,131	\$ 3,117,082
CASH - RESTRICTED	78,716	-
PLUS: PREPAID & DEPOSITS	6,506	-
PLUS: ACCOUNTS RECEIVABLE	750	-
PLUS: ACCOUNTS RECEIVABLE ON ROLL	-	-
LESS: ACCOUNTS PAYABLE & ACCRUED EXPENSES	(33,533)	(10,339)
LESS: DUE TO OTHER FUNDS	(71,663)	-
LESS: DEFERRED REVENUE	-	-
NET CASH BALANCE	\$ 193,908	\$ 3,106,744

GENERAL FUND REVENUE AND EXPENDITURES:	1/31/2026 ACTUAL YEAR-TO-DATE	1/31/2026 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 303,947	\$ 756,462	\$ (452,515)
EXPENDITURES (YTD)	(129,539)	(207,511)	77,972
NET OPERATING CHANGE	174,408	548,951	(374,543)
AVERAGE MONTHLY EXPENDITURES	\$ 32,385	\$ 51,878	\$ 19,493
PROJECTED EOY BASED ON AVERAGE	\$ 388,616	\$ 622,532	\$ 233,916
GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	1/31/2026 ACTUAL YEAR-TO-DATE	1/31/2026 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ON-ROLL ASSESSMENTS	\$ 113,781	\$ 90,553	23,228
DEVELOPER FUNDING	5,949	481,729	(475,780)
GAP LOAN PROCEEDS	184,180	184,180	-
MISCELLANEOUS REVENUE	37	-	37
TOTAL REVENUES:	303,947	756,462	(452,515)
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	46,178	44,404	(1,774)
PHYSICAL ENVIRONMENT EXPENDITURES	70,967	150,713	79,746
DEBT SERVICE ADMINISTRATION GAP LOAN	12,394	12,394	-
TOTAL EXPENDITURES:	\$ 129,539	\$ 207,511	\$ 77,972



Brightwater CDD
Balance Sheet
January 31, 2026

	General Fund	Debt Service Fund	Construction Fund	TOTAL
1 <u>ASSETS</u>				
2 CASH	\$ 213,131	\$ -	\$ -	\$ 213,131
3 CASH - RESTRICTED	78,716	-	-	78,716
4 DEPOSIT IN TRANSIT	-	-	-	-
5 DS REVENUE	-	8,508	-	8,508
6 DS RESERVE	-	1,056,005	-	1,056,005
7 DS PEPAYMENT	-	608	-	608
8 CAPITALIZED INTEREST	-	4,997	-	4,997
9 CONST. TRUST FUND	-	-	3,117,082	3,117,082
10 RESTR. CONST. TRUST FUND	-	-	-	-
11 ACCOUNTS RECEIVABLE	750	-	-	750
12 ACCOUNTS RECEIVABLE - ON ROLL	-	-	-	-
13 DUE FROM OTHER FUNDS	-	71,663	-	71,663
14 PREPAID ITEMS	6,506	-	-	6,506
15 DEPOSITS	20,200	-	-	20,200
16 TOTAL ASSETS	\$ 319,304	\$ 1,141,780	\$ 3,117,082	\$ 4,578,166
17 <u>LIABILITIES</u>				
18 ACCOUNTS PAYABLE	\$ 32,047	\$ -	\$ 10,339	\$ 42,385
19 ACCRUED EXPENSES	1,487	-	-	1,487
20 DUE TO OTHER FUNDS	71,663	-	-	71,663
21 RETAINAGE PAYABLE	-	-	-	-
22 DEFERRED REVENUE	-	-	-	-
23 TOTAL LIABILITIES	\$ 105,196	\$ -	\$ 10,339	\$ 115,535
24 <u>FUND BALANCE</u>				
25 NONSPENDABLE	26,706	-	-	26,706
26 RESTRICTED	7,053	1,088,274	3,106,744	4,202,070
26 UNASSIGNED FUND BALANCE	5,940	-	-	5,940
27 NET CHANGE IN FUND BALANCE	174,408	53,507	-	227,915
28 TOTAL LIABILITIES & EQUITY	\$ 319,304	\$ 1,141,780	\$ 3,117,082	\$ 4,578,166

Brightwater CDD
General Fund
Statement of Revenues, Expenses and Changes in Fund Balance
For the Period From October 1, 2025 through January 31, 2026

	FY 2026 Amended Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE				
2 GENERAL FUND REVENUE - ON ROLL	\$113,191	\$ 90,553	\$ 113,781	\$ 23,228
3 GENERAL FUND REVENUE - OFF ROLL	602,161	481,729	-	(481,729)
4 O&M ASSESSMENT/EXCESS FEES	-	-	-	-
5 GENERAL FUND REVENUE- LOT CLOSINGS	-	-	-	-
6 DEVELOPER INTERIM FUNDING - OPERATING	-	-	5,949	5,949
7 GAP LOAN PROCEEDS - OTHER FINANCING SOURCE	184,180	184,180	184,180	-
8 MISCELLANEOUS REVENUE	-	-	-	-
9 INTEREST	-	-	37	37
10 TOTAL REVENUE	\$899,532	\$ 756,462	\$ 303,947	\$ (452,515)
11 EXPENDITURES				
12 ADMINISTRATIVE				
13 SUPERVISORS COMPENSATION	12,000	4,000	3,000	1,000
14 PAYROLL TAXES	600	200	230	(30)
15 PAYROLL PROCESSING	500	167	200	(33)
16 MANAGEMENT CONSULTING SERVICES	48,000	16,000	16,000	-
17 ADMINISTRATIVE SERVICES	3,600	1,200	1,200	-
18 BANK FEES	300	100	-	100
19 MISCELLANEOUS	20,500	69	69	-
20 AUDITING SERVICES	3,800	-	-	-
21 TRAVEL PER DIEM	750	250	260	(10)
22 INSURANCE	35,000	5,949	5,949	-
23 REGULATORY AND PERMIT FEES	175	175	175	-
24 LEGAL ADVERTISEMENTS (Bond issuance)	3,300	1,100	1,151	(51)
25 ENGINEERING SERVICES	5,000	1,667	-	1,667
26 LEGAL SERVICES	7,000	2,333	6,691	(4,358)
27 WEBSITE HOSTING	2,015	1,682	1,682	0
28 MEETING ROOM RENTAL	1,440	480	540	(60)
29 TOTAL ADMINISTRATIVE	143,980	35,372	37,146	(1,774)
30 DEBT SERVICE ADMINISTRATION				
31 DISSEMINATION AGENT	12,500	4,475	4,475	-
32 TRUSTEE FEES	9,262	4,557	4,557	-
33 ARBITRAGE	950	-	-	-
34 GAP LOAN REPAYMENT	184,180	-	-	-
35 GAP LOAN REQUIRED RESERVE	7,053	7,053	7,053	-
36 GAP LOAN - COST OF ISSUANCE	5,341	5,341	5,341	-
37 GAP LOAN INTEREST	7,058	-	-	-
38 TOTAL DEBT SERVICE ADMINISTRATION	226,344	21,426	21,426	-
39 PHYSICAL ENVIRONMENT				
40 STREETPOLE LIGHTING	101,750	33,917	11,330	22,587
41 ELECTRICITY (IRRIGATION & POND PUMP).	7,300	2,433	-	2,433
42 WATER	8,100	2,700	-	2,700
43 LANDSCAPE MAINTENANCE	140,000	46,667	40,744	5,923
44 LANDSCAPE MULCH REPLINSHMENT	20,000	6,667	-	6,667
45 LANDSCAPE REPLINISHMENT	20,000	6,667	950	5,717
46 IRRIGATION MAINTENANCE	22,500	7,500	852	6,648
47 MITIGATION MONITORING & MAINTENANCE	26,506	8,835	6,433	2,402
48 PET WASTE REMOVAL	8,000	2,667	-	2,667
49 POND MAINTENANCE	19,904	6,635	4,833	1,802
50 POND EROSION	10,000	3,333	-	3,333
51 GATE MAINTENANCE	12,000	4,000	-	4,000
52 CARD ACCESS & FOBS	8,000	2,667	-	2,667
53 CAMERA & SECURITY SYSTEM	27,000	9,000	-	9,000
54 SECURITY	24,000			

Brightwater CDD
General Fund
Statement of Revenues, Expenses and Changes in Fund Balance
For the Period From October 1, 2025 through January 31, 2026

	FY 2026 Amended Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
55 GATE MONITORING	3,600	1,200	-	1,200
56 COMPREHENSIVE FIELD TECH SERVICES	15,000	5,000	5,000	-
57 HOLIDAY DECORATION/EVENTS	25,000	-	-	-
58 PHYSICAL ENVIRONMENT CONTINGENCY	30,548	825	825	-
59 TOTAL PHYSICAL ENVIRONMENT	529,208	150,713	70,967	79,746
60 TOTAL EXPENSES	\$ 899,532	\$ 207,511	\$ 129,539	\$ 77,972
61 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	548,951	174,408	(374,542)
62 FUND BALANCE - BEGINNING	-	39,699	39,699	-
63 FUND BALANCE - ENDING	\$ -	\$ 588,650	\$ 214,108	\$ (374,542)

Brightwater CDD
Debt Service Fund - Series 2021
Statement of Revenues, Expenses and Changes in Fund Balance
For the Period From October 1, 2025 through January 31, 2026

	FY 2026 Adopted Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE				
2 SPECIAL ASSESSMENT - ON ROLL	\$ 71,280	\$ 57,024	\$ 71,652	\$ 14,628
3 SPECIAL ASSESSMENT - OFF ROLL	984,725	787,780	336,516	(451,264)
3 PREPAYMENT REVENUE	-	-	-	-
4 INTEREST REVENUE	-	-	13,541	13,541
5 LESS: DISCOUNT ASSSESSMENTS	-	-	-	-
6 TOTAL REVENUE	1,056,005	844,804	421,708	(423,096)
7 EXPENDITURES				
8 COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
9 INTEREST EXPENSE				
10 NOVEMBER 1, 2025	368,202	368,202	368,202	-
11 MAY 1, 2026	363,206	-	-	-
12 PREPAYMENT	-	-	-	-
13 PRINCIPAL RETIREMENT	-	-	-	-
14 PRINCIPAL PAYMENT				
15 MAY 1, 2026	320,000	-	-	-
16 COST OF ISSUANCE	-	-	-	-
16 TOTAL EXPENDITURES	1,051,408	368,202	368,202	-
17 EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 4,598	\$ 476,602	\$ 53,507	\$ (423,096)
18 OTHER FINANCING SOURCES (USES)				
19 BOND PROCEEDS	-	-	-	-
20 UNDERWRITERS DISCOUNT	-	-	-	-
21 TRANSFER IN (OUT)	-	-	-	-
22 TOTAL OTHER FINANCING SOURCES (USES)	\$ -	\$ -	\$ -	\$ -
22 FUND BALANCE - BEGINNING	-	1,088,274	1,088,274	1,088,274
23 FUND BALANCE - ENDING	\$ 4,598	\$ 1,564,876	\$ 1,141,780	\$ 665,178

Brightwater CDD
Construction Fund
For the Period From October 1, 2025 through January 31, 2026

	FY 2026 Actual Year-to-Date
1 REVENUE	
2 DEVELOPER FUNDING	\$ -
3 BOND PROCEEDS	-
4 INTEREST	39,339
5 TOTAL REVENUE	39,339
6 EXPENDITURES	
7 CONSTRUCTION IN PROGRESS	81,556
8 TOTAL EXPENDITURES	\$ 81,556
9 EXCESS REVENUE OVER (UNDER) EXPEND.	(42,217)
10 TRANSFER IN (OUT)	-
11 FUND BALANCE - BEGINNING	3,148,961
12 FUND BALANCE - ENDING	\$ 3,106,744

Brightwater CDD
Cash Reconciliation - General Fund
January 31, 2026

	Bank United
	(Operating Acct)
Balance Per Bank Statement	\$ 284,794.23
Plus: Deposits	-
Less: Outstanding Checks	-
<i>Adjusted Bank Balance</i>	\$ 284,794.23

Beginning Cash Balance Per Books	\$ 293,360.60
Cash Receipts	33.34
Cash Disbursements	(8,599.71)
<i>Balance Per Books</i>	\$ 284,794.23

Brightwater CDD
Check Register - FY2026

Date	Num	Name	Memo	Receipts	Disbursements	Balance
9/30/2025		EOY Balance				23,263.02
10/03/2025	GF 2025-39	Northbrook Holdings LLC	General funding	440.30		23,703.32
10/09/2025	GF 2025-37	Northbrook Holdings LLC	Invoice: 4753 (Reference: Professional Management, General Administration and We	6,158.47		29,861.79
10/09/2025	100272	Kai Connected, LLC	Invoice: 20709 (Reference: meeting 1/2 cost.) Invoice: 20793 (Reference: 5.27		4,341.67	25,520.12
10/09/2025	100273	Kai	FY25 Tax collections received		1,816.80	23,703.32
10/10/2025	121	Lee County Tax Collector	FY25 Tax collections received	330.11		24,033.43
10/10/2025	121	Lee County Tax Collector	FY25 Tax collections received	127.56		24,160.99
10/10/2025	121	Lee County Tax Collector	Check #40		127.56	24,033.43
10/15/2025	122	Doug Draper	H120371 Payroll		359.70	23,673.73
10/15/2025	122	Engage PEO	Supervisor backpay		80.60	23,593.13
10/16/2025	GF 2025-33	Northbrook Holdings LLC	Invoice: 4713 (Reference: Professional Management, General Administration and We	5,591.67		29,184.80
10/20/2025	100274	Kai Connected, LLC	Invoice: 20596 (Reference: Service Area CDD - Monthly Fee.)		4,341.67	24,843.13
10/20/2025	100275	Kai	FY25 Excess Fees received		1,250.00	23,593.13
10/30/2025	119	Lee County Tax Collector	FY25 Excess Fees received	28.14		23,621.27
10/30/2025	119	Lee County Tax Collector	FY25 Excess Fees received	11.08		23,632.35
10/30/2025	119	Lee County Tax Collector	Check #41 H120806		11.08	23,621.27
10/30/2025	123	Doug Draper	H120806 BOS MTG 10/28/25		254.70	23,366.57
10/30/2025	123	Engage PEO	BOS MTG 10/28/25		941.80	22,424.77
10/31/2025			Deposit	2.51		22,427.28
10/31/2025		EOM Balance		12,689.84	13,525.58	22,427.28
11/02/2025	300024	IPFS Corporation	Reference: Insurance premium payment-1. https://clientname(FILLIN).payableslockbox.com/DocView/...		2,026.65	20,400.63
11/07/2025	100276	Egis Insurance Advisors, LLC	Invoice: 30376 (Reference: DP-Policy #100125341 10/01/2025-10/01/2026.)		1,895.46	18,505.17
11/10/2025	100277	Straley Robin Vericker	Invoice: 27258 (Reference: General prof Legal services September 30, 2025.) Invoice: 27259 (R...		336.00	18,169.17
11/12/2025	Wire	Northbrook Holdings LLC		5,948.76		24,117.93
11/14/2025	300025	IPFS Corporation	Invoice: GAA-D81414-2 (Reference: Insurance premium payment-2 + \$5 processing fee.)		2,026.65	22,091.28
11/17/2025	25111712C001801	Northbrook Holdings LLC		18,450.00		40,541.28
11/19/2025	100278	SchoolNow	Invoice: INV-SN-974 (Reference: SchoolNow CDD ADA-PDF and ADA-compliant website.)		1,515.00	39,026.28
11/19/2025	100279	Arbitrage Rebate Counselors, LLC	Invoice: 090625- (Reference: Annual Arbitrage Report for the period August 6, 2024 to August 6, ...		475.00	38,551.28
11/19/2025	100280	Sunrise Landscape	Invoice: 286721 (Reference: July 2025 Irrigation Repairs for Phase 2.) Invoice: 286739 (Refer...		11,667.74	26,883.54
11/19/2025	100281	US Bank Trust Services	Invoice: 7908764 (Reference: Trustee Fee, other and Incidental expenses.)		4,790.63	22,092.91
11/20/2025	100282	DEPT OF ECONOMIC OPPORTUNITY	Invoice: 93379 (Reference: Annual District Filing Fee.)		175.00	21,917.91
11/20/2025	100283	Kai Connected, LLC	Invoice: 4792 (Reference: Professional Management, General Administration and Website Management...		4,341.67	17,576.24
11/20/2025	100284	Kai	Invoice: 21140 (Reference: Service Area CDD - Monthly Fee.) Invoice: 21313 (Reference: Bright...		1,430.00	16,146.24
11/20/2025	100285	Gig Fiber, LLC - Streetleaf	Invoice: 5259 (Reference: Phase 2_Oct 2025- Solar Equipment Lease.)		2,832.50	13,313.74
11/20/2025	100286	Sunrise Landscape	Invoice: 2045010 (Reference: Oct 2025-Landscape Maintenance.)		10,186.00	3,127.74
11/28/2025			Deposit	2.48		3,130.22
11/30/2025		EOM Balance		24,401.24	43,698.30	3,130.22
12/01/2025	100287	State of FL Lee County Property Appraiser	Invoice: 013313 (Reference: 2025-26 Non-Ad Valorem Roll.)		69.00	3,061.22
12/22/2025	300026	IPFS Corporation	Invoice: GAA-D81414-3 (Reference: Insurance premium payment-3 + \$5 processing fee.)		2,026.65	1,034.57
12/24/2025	128	Lee County Tax Collector	FY26 Tax collections received	185,097.74		186,132.31
12/24/2025	128	Lee County Tax Collector	FY26 Tax collections received	71,522.31		257,654.62
12/24/2025	128	Lee County Tax Collector	FY26 Tax collections received		71,522.31	186,132.31
12/26/2025	127		Gap Loan Funding	171,786.00		357,918.31
12/31/2025	100288	Sunrise Landscape	Invoice: 2047993 (Reference: November 2025 Landscape Maintenance.) Invoice: 2048722 (Referenc...		20,872.24	337,046.07
12/31/2025	100289	Kai	Invoice: 21346 (Reference: Service Area CDD - Monthly Fee.) Invoice: 21526 (Reference: Servic...		2,680.00	334,366.07
12/31/2025	100290	Solitude Lake Management	Invoice: PSI206901 (Reference: 10/1/2025 - 12/31/2025- Pond Maintenance.) Invoice: PSI209995 ...		10,057.89	324,308.18
12/31/2025	100291	Business Observer	Invoice: 25-04449L (Reference: Notice of Public Hearing Published: 11/7/2025, 11/14/2025.) In...		1,150.63	323,157.55
12/31/2025	100292	Dibartolomeo, McBee, Hartley & Barnes PA	Invoice: 90113780 (Reference: Audited financial statements for the year ended September 30, 2024...		3,350.00	319,807.55

12/31/2025	100293	Gig Fiber, LLC - Streetleaf	Invoice: 5501 (Reference: Phase 2_Nov 2025.) Invoice: 5710 (Reference: Phase 2_Dec 2025.)	5,665.00	314,142.55
12/31/2025	100294	Disclosure Technology Services, LLC	Invoice: 1465 (Reference: DTS MUNI ? CDA SaaS, 1 Year Subscription, Year 2026 Continuing Disclos...	4,475.00	309,667.55
12/31/2025	100295	Straley Robin Vericker	Invoice: 27429 (Reference: General prof Legal services October 31, 2025.) Invoice: 27430 (Ref...	4,499.82	305,167.73
12/31/2025	100296	Kai Connected, LLC	Invoice: 4832 (Reference: Professional Management, General Administration and Website Management...	8,683.34	296,484.39
12/31/2025			Deposit	5.78	296,490.17
12/31/2025	129	Engage PEO	BOS MTG 12/19/25 Inv 122025	1,848.97	294,641.20
12/31/2025	129	Doug Draper	BOS MTG 12/19/25 Inv 122025	369.40	294,271.80
12/31/2025	129	Engage PEO	BOS MTG 12/05/25 Inv 122090	726.50	293,545.30
12/31/2025	129	Doug Draper	BOS MTG 12/05/25 Inv 122090	184.70	293,360.60
12/31/2025	130		To reclassify to the correct cash account	3,123.79	296,484.39
12/31/2025	130		To reclassify to the correct cash account	3,123.79	293,360.60
12/31/2025		EOM Balance		431,535.62	141,305.24
					293,360.60

**Brightwater CDD
General Fund
Variance Analysis
For the Period From October 1, 2025 through January 31, 2026**

		FY 2026 Adopted Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)	Notes
14	PAYROLL TAXES	600	200	230	(30)	Three Meetings with full attendance.
15	PAYROLL PROCESSING	500	167	200	(33)	Three meetings + one back payroll processing fees.
21	TRAVEL PER DIEM	750	250	260	(10)	Catch up for mileage for the prior year and the actual year.
24	LEGAL ADVERTISEMENTS (Bond issuance)	3,300	1,100	1,151	(51)	Business Observer public hearing notice for Adoption of Policies \$1,085
26	LEGAL SERVICES	7,000	2,333	6,691	(4,358)	Boundary amendment
28	MEETING ROOM RENTAL	1,440	480	540	(60)	Three Meetings @ \$180.00 each.

EXHIBIT 2

AGENDA

**Brightwater
Community Development District**

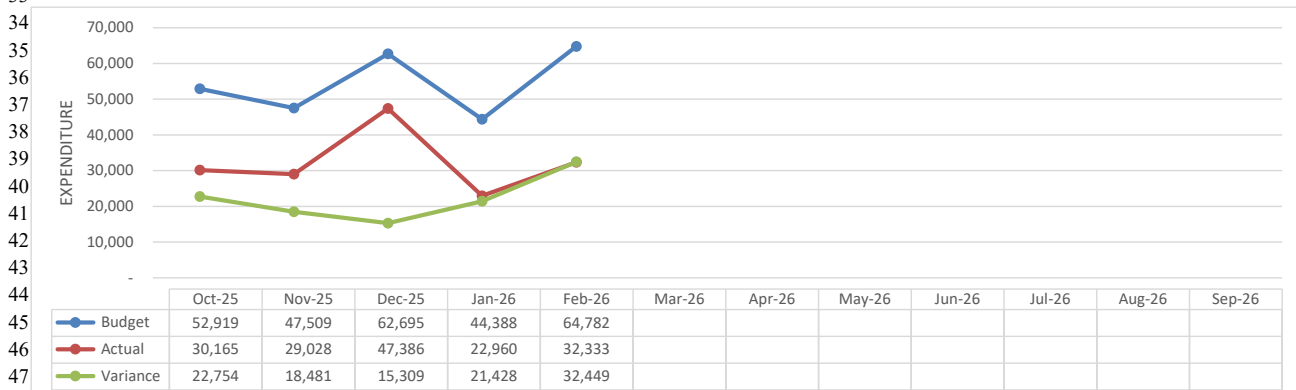
**Financial Statements
(Unaudited)**

February 28, 2026

Brightwater CDD
Financial Report Summary - General Fund & Construction Fund
2/28/2026

	GENERAL FUND 2/28/2026	CONSTRUCTION 2/28/2026
1 For The Period Ending :		
2		
3 CASH BALANCE	\$ 14,157	\$ 3,121,563
4 CASH - RESTRICTED	224,134	-
5 PLUS: PREPAID & DEPOSITS	6,506	-
6 PLUS: ACCOUNTS RECEIVABLE	750	-
7 PLUS: ACCOUNTS RECEIVABLE ON ROLL	-	-
8 LESS: ACCOUNTS PAYABLE & ACCRUED EXPENSES	(9,018)	-
9 LESS: DUE TO OTHER FUNDS	(72,901)	-
10 LESS: DEFERRED REVENUE	-	-
11 NET CASH BALANCE	\$ 163,628	\$ 3,121,563

GENERAL FUND REVENUE AND EXPENDITURES:	2/28/2026 ACTUAL YEAR-TO-DATE	2/28/2026 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
16 REVENUE (YTD) COLLECTED	\$ 306,001	\$ 827,997	\$ (521,995)
17 EXPENDITURES (YTD)	(161,872)	(272,293)	110,421
18 NET OPERATING CHANGE	144,129	555,704	(411,576)
20 AVERAGE MONTHLY EXPENDITURES	\$ 32,374	\$ 54,459	\$ 22,084
21 PROJECTED EOY BASED ON AVERAGE	\$ 388,493	\$ 653,503	\$ 265,009
GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	2/28/2026 ACTUAL YEAR-TO-DATE	2/28/2026 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
24 REVENUE:			
25 ON-ROLL ASSESSMENTS	\$ 115,747	\$ 101,872	13,876
26 DEVELOPER FUNDING	5,949	541,945	(535,996)
26 GAP LOAN PROCEEDS	184,180	184,180	-
27 MISCELLANEOUS REVENUE	125	-	125
28 TOTAL REVENUES:	306,001	827,997	(521,995)
29 EXPENDITURES:			
30 ADMINISTRATIVE EXPENDITURES	61,396	60,890	(506)
31 PHYSICAL ENVIRONMENT EXPENDITURES	88,082	199,008	110,927
31 DEBT SERVICE ADMINISTRATION GAP LOAN	12,394	12,394	-
32 TOTAL EXPENDITURES:	\$ 161,872	\$ 272,293	\$ 110,421



Brightwater CDD
Balance Sheet
February 28, 2026

	General Fund	Debt Service Fund	Construction Fund	TOTAL
1 <u>ASSETS</u>				
2 CASH	\$ 14,157	\$ -	\$ -	\$ 14,157
3 CASH - RESTRICTED	224,134	-	-	224,134
4 DEPOSIT IN TRANSIT	-	-	-	-
5 DS REVENUE	-	10,006	-	10,006
6 DS RESERVE	-	1,056,005	-	1,056,005
7 DS PEPAYMENT	-	608	-	608
8 CAPITALIZED INTEREST	-	6,540	-	6,540
9 CONST. TRUST FUND	-	-	3,121,563	3,121,563
10 RESTR. CONST. TRUST FUND	-	-	-	-
11 ACCOUNTS RECEIVABLE	750	-	-	750
12 ACCOUNTS RECEIVABLE - ON ROLL	-	-	-	-
13 DUE FROM OTHER FUNDS	-	72,901	-	72,901
14 PREPAID ITEMS	6,506	-	-	6,506
15 DEPOSITS	20,200	-	-	20,200
16 TOTAL ASSETS	\$ 265,748	\$ 1,146,059	\$ 3,121,563	\$ 4,533,370
17 <u>LIABILITIES</u>				
18 ACCOUNTS PAYABLE	\$ 7,532	\$ -	\$ -	\$ 7,532
19 ACCRUED EXPENSES	1,487	-	-	1,487
20 DUE TO OTHER FUNDS	72,901	-	-	72,901
21 RETAINAGE PAYABLE	-	-	-	-
22 DEFERRED REVENUE	-	-	-	-
23 TOTAL LIABILITIES	\$ 81,919	\$ -	\$ -	\$ 81,919
24 <u>FUND BALANCE</u>				
25 NONSPENDABLE	26,706	-	-	26,706
26 RESTRICTED	7,053	1,088,274	3,121,563	4,216,890
26 UNASSIGNED FUND BALANCE	5,940	-	-	5,940
27 NET CHANGE IN FUND BALANCE	144,129	57,786	-	201,915
28 TOTAL LIABILITIES & EQUITY	\$ 265,748	\$ 1,146,059	\$ 3,121,563	\$ 4,533,370

Brightwater CDD
General Fund
Statement of Revenues, Expenses and Changes in Fund Balance
For the Period From October 1, 2025 through February 28, 2026

	FY 2026 Amended Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE				
2 GENERAL FUND REVENUE - ON ROLL	\$113,191	\$ 101,872	\$ 115,747	\$ 13,876
3 GENERAL FUND REVENUE - OFF ROLL	602,161	541,945	-	(541,945)
4 O&M ASSESSMENT/EXCESS FEES	-	-	-	-
5 GENERAL FUND REVENUE- LOT CLOSINGS	-	-	-	-
6 DEVELOPER INTERIM FUNDING - OPERATING	-	-	5,949	5,949
7 GAP LOAN PROCEEDS - OTHER FINANCING SOURCE	184,180	184,180	184,180	-
8 MISCELLANEOUS REVENUE	-	-	67	67
9 INTEREST	-	-	59	59
10 TOTAL REVENUE	\$899,532	\$ 827,997	\$ 306,001	\$ (521,995)
11 EXPENDITURES				
12 ADMINISTRATIVE				
13 SUPERVISORS COMPENSATION	12,000	5,000	4,000	1,000
14 PAYROLL TAXES	600	250	306	(56)
15 PAYROLL PROCESSING	500	208	250	(42)
16 MANAGEMENT CONSULTING SERVICES	48,000	20,000	20,000	-
17 ADMINISTRATIVE SERVICES	3,600	1,500	1,500	-
18 BANK FEES	300	125	-	125
19 MISCELLANEOUS	20,500	167	167	-
20 AUDITING SERVICES	3,800	-	-	-
21 TRAVEL PER DIEM	750	313	627	(314)
22 INSURANCE	35,000	10,002	10,002	-
23 REGULATORY AND PERMIT FEES	175	175	175	-
24 LEGAL ADVERTISEMENTS (Bond issuance)	3,300	1,375	1,151	224
25 ENGINEERING SERVICES	5,000	2,083	500	1,583
26 LEGAL SERVICES	7,000	7,000	9,906	(2,906)
27 WEBSITE HOSTING	2,015	1,723	1,723	-
28 MEETING ROOM RENTAL	1,440	600	720	(120)
29 TOTAL ADMINISTRATIVE	143,980	50,521	51,027	(506)
30 DEBT SERVICE ADMINISTRATION				
31 DISSEMINATION AGENT	12,500	5,813	5,813	-
32 TRUSTEE FEES	9,262	4,557	4,557	-
33 ARBITRAGE	950	-	-	-
34 GAP LOAN REPAYMENT	184,180	-	-	-
35 GAP LOAN REQUIRED RESERVE	7,053	7,053	7,053	-
36 GAP LOAN - COST OF ISSUANCE	5,341	5,341	5,341	-
37 GAP LOAN INTEREST	7,058	-	-	-
38 TOTAL DEBT SERVICE ADMINISTRATION	226,344	22,763	22,763	-
39 PHYSICAL ENVIRONMENT				
40 STREETPOLE LIGHTING	101,750	42,396	14,163	28,233
41 ELECTRICITY (IRRIGATION & POND PUMP).	7,300	3,042	-	3,042
42 WATER	8,100	3,375	-	3,375
43 LANDSCAPE MAINTENANCE	140,000	58,333	50,930	7,403
44 LANDSCAPE MULCH REPLINSHMENT	20,000	8,333	-	8,333
45 LANDSCAPE REPLINISHMENT	20,000	8,333	950	7,383
46 IRRIGATION MAINTENANCE	22,500	9,375	852	8,523
47 MITIGATION MONITORING & MAINTENANCE	26,506	11,044	7,247	3,798
48 PET WASTE REMOVAL	8,000	3,333	-	3,333
49 POND MAINTENANCE	19,904	8,293	6,041	2,253
50 POND EROSION	10,000	4,167	-	4,167
51 GATE MAINTENANCE	12,000	5,000	-	5,000
52 CARD ACCESS & FOBS	8,000	3,333	-	3,333
53 CAMERA & SECURITY SYSTEM	27,000	11,250	-	11,250
54 SECURITY	24,000	10,000	-	10,000

Brightwater CDD
General Fund
Statement of Revenues, Expenses and Changes in Fund Balance
For the Period From October 1, 2025 through February 28, 2026

	FY 2026 Amended Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
55 GATE MONITORING	3,600	1,500	-	1,500
56 COMPREHENSIVE FIELD TECH SERVICES	15,000	6,250	6,250	-
57 HOLIDAY DECORATION/EVENTS	25,000	-	-	-
58 PHYSICAL ENVIRONMENT CONTINGENCY	30,548	1,650	1,650	-
59 TOTAL PHYSICAL ENVIRONMENT	529,208	199,008	88,082	110,926
60 TOTAL EXPENSES	\$ 899,532	\$ 272,293	\$ 161,872	\$ 110,420
61 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	555,704	144,129	(411,575)
62 FUND BALANCE - BEGINNING	-	39,699	39,699	-
63 FUND BALANCE - ENDING	\$ -	\$ 595,403	\$ 183,828	\$ (411,575)

Brightwater CDD
Debt Service Fund - Series 2021
Statement of Revenues, Expenses and Changes in Fund Balance
For the Period From October 1, 2025 through February 28, 2026

	FY 2026 Adopted Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
1 REVENUE				
2 SPECIAL ASSESSMENT - ON ROLL	\$ 71,280	\$ 64,152	\$ 72,890	\$ 8,738
3 SPECIAL ASSESSMENT - OFF ROLL	984,725	886,252	336,516	(549,737)
3 PREPAYMENT REVENUE	-	-	-	-
4 INTEREST REVENUE	-	-	16,582	16,582
5 LESS: DISCOUNT ASSSESSMENTS	-	-	-	-
6 TOTAL REVENUE	1,056,005	950,405	425,987	(524,417)
7 EXPENDITURES				
8 COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
9 INTEREST EXPENSE				
10 NOVEMBER 1, 2025	368,202	368,202	368,202	-
11 MAY 1, 2026	363,206	-	-	-
12 PREPAYMENT	-	-	-	-
13 PRINCIPAL RETIREMENT	-	-	-	-
14 PRINCIPAL PAYMENT				
15 MAY 1, 2026	320,000	-	-	-
16 COST OF ISSUANCE	-	-	-	-
16 TOTAL EXPENDITURES	1,051,408	368,202	368,202	-
17 EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 4,598	\$ 582,203	\$ 57,786	\$ (524,417)
18 OTHER FINANCING SOURCES (USES)				
19 BOND PROCEEDS	-	-	-	-
20 UNDERWRITERS DISCOUNT	-	-	-	-
21 TRANSFER IN (OUT)	-	-	-	-
22 TOTAL OTHER FINANCING SOURCES (USES)	\$ -	\$ -	\$ -	\$ -
22 FUND BALANCE - BEGINNING	-	1,088,274	1,088,274	1,088,274
23 FUND BALANCE - ENDING	\$ 4,598	\$ 1,670,476	\$ 1,146,059	\$ 563,857

Brightwater CDD
Construction Fund
For the Period From October 1, 2025 through February 28, 2026

	FY 2026 Actual Year-to-Date
1 REVENUE	
2 DEVELOPER FUNDING	\$ -
3 BOND PROCEEDS	-
4 INTEREST	48,401
5 TOTAL REVENUE	48,401
6 EXPENDITURES	
7 CONSTRUCTION IN PROGRESS	86,137
8 TOTAL EXPENDITURES	\$ 86,137
9 EXCESS REVENUE OVER (UNDER) EXPEND.	(37,737)
10 TRANSFER IN (OUT)	-
11 FUND BALANCE - BEGINNING	3,159,299
12 FUND BALANCE - ENDING	\$ 3,121,563

Brightwater CDD
Cash Reconciliation - General Fund
February 28, 2026

	Bank United
	(Operating Acct)
Balance Per Bank Statement	\$ 276,138.49
Plus: Deposits	-
Less: Outstanding Checks	(44,900.25)
<i>Adjusted Bank Balance</i>	\$ 231,238.24

Beginning Cash Balance Per Books	\$ 282,767.58
Cash Receipts	228,710.93
Cash Disbursements	(280,240.27)
<i>Balance Per Books</i>	\$ 231,238.24

Brightwater CDD
Check Register - FY2026

Date	Num	Name	Memo	Receipts	Disbursements	Balance
9/30/2025		EOY Balance				23,263.02
10/03/2025	GF 2025-39	Northbrook Holdings LLC	General funding	440.30		23,703.32
10/09/2025	GF 2025-37	Northbrook Holdings LLC	Invoice: 4753 (Reference: Professional Management, General Administration and We	6,158.47		29,861.79
10/09/2025	100272	Kai Connected, LLC	Invoice: 20709 (Reference: meeting 1/2 cost.) Invoice: 20793 (Reference: 5.27		4,341.67	25,520.12
10/09/2025	100273	Kai	FY25 Tax collections received		1,816.80	23,703.32
10/10/2025	121	Lee County Tax Collector	FY25 Tax collections received	330.11		24,033.43
10/10/2025	121	Lee County Tax Collector	FY25 Tax collections received	127.56		24,160.99
10/10/2025	121	Lee County Tax Collector	Check #40		127.56	24,033.43
10/15/2025	122	Doug Draper	H120371 Payroll		359.70	23,673.73
10/15/2025	122	Engage PEO	Supervisor backpay		80.60	23,593.13
10/16/2025	GF 2025-33	Northbrook Holdings LLC	Invoice: 4713 (Reference: Professional Management, General Administration and We	5,591.67		29,184.80
10/20/2025	100274	Kai Connected, LLC	Invoice: 20596 (Reference: Service Area CDD - Monthly Fee.)		4,341.67	24,843.13
10/20/2025	100275	Kai	FY25 Excess Fees received		1,250.00	23,593.13
10/30/2025	119	Lee County Tax Collector	FY25 Excess Fees received	28.14		23,621.27
10/30/2025	119	Lee County Tax Collector	FY25 Excess Fees received	11.08		23,632.35
10/30/2025	119	Lee County Tax Collector	Check #41 H120806		11.08	23,621.27
10/30/2025	123	Doug Draper	H120806 BOS MTG 10/28/25		254.70	23,366.57
10/30/2025	123	Engage PEO	BOS MTG 10/28/25		941.80	22,424.77
10/31/2025			Deposit	2.51		22,427.28
10/31/2025		EOM Balance		12,689.84	13,525.58	22,427.28
11/02/2025	300024	IPFS Corporation	Reference: Insurance premium payment-1. https://clientname(FILLIN).payableslockbox.com/DocView/...		2,026.65	20,400.63
11/07/2025	100276	Egis Insurance Advisors, LLC	Invoice: 30376 (Reference: DP-Policy #100125341 10/01/2025-10/01/2026.)		1,895.46	18,505.17
11/10/2025	100277	Straley Robin Vericker	Invoice: 27258 (Reference: General prof Legal services September 30, 2025.) Invoice: 27259 (R...		336.00	18,169.17
11/12/2025	Wire	Northbrook Holdings LLC		5,948.76		24,117.93
11/14/2025	300025	IPFS Corporation	Invoice: GAA-D81414-2 (Reference: Insurance premium payment-2 + \$5 processing fee.)		2,026.65	22,091.28
11/17/2025	25111712C001801	Northbrook Holdings LLC		18,450.00		40,541.28
11/19/2025	100278	SchoolNow	Invoice: INV-SN-974 (Reference: SchoolNow CDD ADA-PDF and ADA-compliant website.)		1,515.00	39,026.28
11/19/2025	100279	Arbitrage Rebate Counselors, LLC	Invoice: 090625- (Reference: Annual Arbitrage Report for the period August 6, 2024 to August 6, ...		475.00	38,551.28
11/19/2025	100280	Sunrise Landscape	Invoice: 286721 (Reference: July 2025 Irrigation Repairs for Phase 2.) Invoice: 286739 (Refer...		11,667.74	26,883.54
11/19/2025	100281	US Bank Trust Services	Invoice: 7908764 (Reference: Trustee Fee, other and Incidental expenses.)		4,790.63	22,092.91
11/20/2025	100282	DEPT OF ECONOMIC OPPORTUNITY	Invoice: 93379 (Reference: Annual District Filing Fee.)		175.00	21,917.91
11/20/2025	100283	Kai Connected, LLC	Invoice: 4792 (Reference: Professional Management, General Administration and Website Management...		4,341.67	17,576.24
11/20/2025	100284	Kai	Invoice: 21140 (Reference: Service Area CDD - Monthly Fee.) Invoice: 21313 (Reference: Bright...		1,430.00	16,146.24
11/20/2025	100285	Gig Fiber, LLC - Streetleaf	Invoice: 5259 (Reference: Phase 2_Oct 2025- Solar Equipment Lease.)		2,832.50	13,313.74
11/20/2025	100286	Sunrise Landscape	Invoice: 2045010 (Reference: Oct 2025-Landscape Maintenance.)		10,186.00	3,127.74
11/28/2025			Deposit	2.48		3,130.22
11/30/2025		EOM Balance		24,401.24	43,698.30	3,130.22
12/01/2025	100287	State of FL Lee County Property Appraiser	Invoice: 013313 (Reference: 2025-26 Non-Ad Valorem Roll.)		69.00	3,061.22
12/22/2025	300026	IPFS Corporation	Invoice: GAA-D81414-3 (Reference: Insurance premium payment-3 + \$5 processing fee.)		2,026.65	1,034.57
12/24/2025	128	Lee County Tax Collector	FY26 Tax collections received	185,097.74		186,132.31
12/24/2025	128	Lee County Tax Collector	FY26 Tax collections received	71,522.31		257,654.62
12/24/2025	128	Lee County Tax Collector	FY26 Tax collections received		71,522.31	186,132.31
12/26/2025	127		Gap Loan Funding	171,786.00		357,918.31
12/31/2025	100288	Sunrise Landscape	Invoice: 2047993 (Reference: November 2025 Landscape Maintenance.) Invoice: 2048722 (Referenc...		20,872.24	337,046.07
12/31/2025	100289	Kai	Invoice: 21346 (Reference: Service Area CDD - Monthly Fee.) Invoice: 21526 (Reference: Servic...		2,680.00	334,366.07
12/31/2025	100290	Solitude Lake Management	Invoice: PSI206901 (Reference: 10/1/2025 - 12/31/2025- Pond Maintenance.) Invoice: PSI209995 ...		10,057.89	324,308.18
12/31/2025	100291	Business Observer	Invoice: 25-04449L (Reference: Notice of Public Hearing Published: 11/7/2025, 11/14/2025.) In...		1,150.63	323,157.55
12/31/2025	100292	Dibartolomeo, McBee, Hartley & Barnes PA	Invoice: 90113780 (Reference: Audited financial statements for the year ended September 30, 2024...		3,350.00	319,807.55

12/31/2025	100293	Gig Fiber, LLC - Streetleaf	Invoice: 5501 (Reference: Phase 2_Nov 2025.) Invoice: 5710 (Reference: Phase 2_Dec 2025.)	5,665.00	314,142.55
12/31/2025	100294	Disclosure Technology Services, LLC	Invoice: 1465 (Reference: DTS MUNI ? CDA SaaS, 1 Year Subscription, Year 2026 Continuing Disclos...	4,475.00	309,667.55
12/31/2025	100295	Straley Robin Vericker	Invoice: 27429 (Reference: General prof Legal services October 31, 2025.) Invoice: 27430 (Ref...	4,499.82	305,167.73
12/31/2025	100296	Kai Connected, LLC	Invoice: 4832 (Reference: Professional Management, General Administration and Website Management...	8,683.34	296,484.39
12/31/2025			Deposit	5.78	296,490.17
12/31/2025	129	Engage PEO	BOS MTG 12/19/25 Inv 122025	1,848.97	294,641.20
12/31/2025	129	Doug Draper	BOS MTG 12/19/25 Inv 122025	369.40	294,271.80
12/31/2025	129	Engage PEO	BOS MTG 12/05/25 Inv 122090	726.50	293,545.30
12/31/2025	129	Doug Draper	BOS MTG 12/05/25 Inv 122090	184.70	293,360.60
12/31/2025	130		To reclassify to the correct cash account	3,123.79	296,484.39
12/31/2025	130		To reclassify to the correct cash account	3,123.79	293,360.60
12/31/2025		EOM Balance		431,535.62	141,305.24
01/12/2026	100297	US Bank Trust Services	Invoice: 8015248 (Reference: Trustee Fee and Incidental expenses.)	4,256.13	289,104.47
01/12/2026	100298	Kai Connected, LLC	Invoice: 4912 (Reference: Professional Management, General Administration and Website Management...	4,341.67	284,762.80
01/13/2026	138	Lee County Tax Collector	FY26 Interest received	4.94	284,767.74
01/13/2026	138	Lee County Tax Collector	FY26 Interest received	1.91	284,769.65
01/13/2026	138	Lee County Tax Collector	FY26 Interest received	1.91	284,767.74
01/30/2026	135		Interest	26.49	284,794.23
01/30/2026	300027	IPFS Corporation	Invoice: GAA-D81414-4 (Reference: Insurance premium payment-4 + \$5 processing fee.)	2,026.65	282,767.58
1/31/2026		EOM Balance		33.34	10,626.36
02/02/2026			Deposit	66.50	282,834.08
02/03/2026			Funds transfer to restrict cash for GAP Loan repayment due in May	184,180.00	98,654.08
02/03/2026			Funds transfer to restrict cash for GAP Loan repayment due in May	184,180.00	282,834.08
02/03/2026	100299	Gig Fiber, LLC - Streetleaf	Invoice: 5911 (Reference: Phase 2_January 2026.)	2,832.50	280,001.58
02/03/2026	100300	WM Side Service, LLC	Invoice: 1 (Reference: Remove dead tree along northwest side of Pritchett Parkway.)	950.00	279,051.58
02/03/2026	100301	Kai	Invoice: 21761 (Reference: Special Meeting (Hotel Room).)	180.00	278,871.58
02/03/2026	100302	Kai Connected, LLC	Invoice: 4929 (Reference: Field Services.)	1,250.00	277,621.58
02/03/2026	100303	Solitude Lake Management	Invoice: PSI230846 (Reference: January 2026 Pond Maintenance.)	1,208.15	276,413.43
02/03/2026	100304	Sunrise Landscape	Invoice: 2052382 (Reference: asMainline Break North entrance Phe 2 - 01/01/2026.)	351.65	276,061.78
02/09/2026	137	Lee County Tax Collector	VOID: FY24 Excess Fees received	0.00	276,061.78
02/09/2026	137	Lee County Tax Collector	FY24 Excess Fees received	0.00	276,061.78
02/09/2026	137	Lee County Tax Collector	FY24 Excess Fees received	0.00	276,061.78
02/12/2026	139	Lee County Tax Collector	FY26 Tax collections received	3,204.69	279,266.47
02/12/2026	139	Lee County Tax Collector	FY26 Tax collections received	1,238.30	280,504.77
02/12/2026	139	Lee County Tax Collector	FY26 Tax collections received		279,266.47
02/16/2026	300029	IPFS Corporation	Invoice: GAA-D81414-5 (Reference: Insurance premium payment-5 + \$5 processing fee.)	2,026.65	277,239.82
02/24/2026	100305	Kai Connected, LLC	Invoice: 4958 (Reference: Field Services.) Invoice: 4965 (Reference: Professional Management,...	5,591.67	271,648.15
02/24/2026	100306	Kai	Invoice: 21887 (Reference: 1.27.26 Meeting room hotel.) Invoice: 22026 (Reference: Zenwork 10...	211.26	271,436.89
02/24/2026	100307	Gig Fiber, LLC - Streetleaf	Invoice: 6123 (Reference: Phase 2_Feb 2026- Solar Equipment Lease.)	2,832.50	268,604.39
02/24/2026	100308	Water Science Associates, LLC	Invoice: 3257 (Reference: Professional Services from November 22, 2025 to December 26, 2025.)	813.14	267,791.25
02/27/2026			Funds Transfer to fund operating expenditures per Kerri's request	40,000.00	227,791.25
02/27/2026			Funds Transfer to fund operating expenditures per Kerri's request	40,000.00	267,791.25
02/27/2026	100309	Sunrise Landscape	Invoice: 2052308 (Reference: January 2026 Landscape Maintenance.) Invoice: 2054458 (Reference...	20,372.00	247,419.25
02/27/2026	100310	Solitude Lake Management	Invoice: PSI227833 (Reference: Annual Maintenance 1/1/2026 - 3/31/2026.) Invoice: PSI237308 (...)	7,898.93	239,520.32
02/27/2026	100311	Kai Connected, LLC	Invoice: 5010 (Reference: Record Requests.) Invoice: 5012 (Reference: January & February 2026...	1,404.00	238,116.32
02/27/2026	100312	Straley Robin Vericker	Invoice: 27827 (Reference: General prof Legal services December 31, 2025.) Invoice: 27907 (Re...	5,406.45	232,709.87
02/27/2026	135		Interest	21.44	232,731.31
02/27/2026	136		BOS MTG 01/31/26 Inv 123367	1,122.77	231,608.54
02/27/2026	136		BOS MTG 01/31/26 Inv 123367 (Check # 44)	370.30	231,238.24
2/28/2026		EOM Balance		228,710.93	280,240.27
					231,238.24

**Brightwater CDD
General Fund
Variance Analysis
For the Period From October 1, 2025 through February 28, 2026**

		FY 2026 Adopted Budget	FY 2026 Budget Year-to-Date	FY 2026 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)	Notes
14	PAYROLL TAXES	600	250	306	(56)	Three Meetings with full attendance.
15	PAYROLL PROCESSING	500	208	250	(42)	Three meetings + one back payroll processing fees.
21	TRAVEL PER DIEM	750	313	627	(314)	Catch up for mileage for the prior year and the actual year.
26	LEGAL SERVICES	7,000	7,000	9,906	(2,906)	Boundary amendment
28	MEETING ROOM RENTAL	1,440	600	720	(120)	Three Meetings @ \$180.00 each.

EXHIBIT 3

AGENDA

1 **MINUTES OF MEETING**

2 **BRIGHTWATER**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Brightwater Community Development
5 District was held on Tuesday, January 27, 2026 at 2:00 p.m. at Hyatt Place Ft. Myers at the Forum, 2600
6 Champion Ring Road, Fort Myers, FL 33905.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Bruce called the meeting to order at 3:58 p.m. and conducted roll call.

9 Present and constituting a quorum were:

10 Michael Lawson	Board Supervisor, Chairman
11 Doug Draper	Board Supervisor, Vice Chairman
12 Lori Price	Board Supervisor, Assistant Secretary
13 Christie Ray	Board Supervisor, Assistant Secretary
14 Brittany Crutchfield	Board Supervisor, Assistant Secretary

15 Also, present was:

16 Audette Bruce	District Manager, Kai
17 Jim Bugos	Field Services Manager, Kai

18 *The following is a summary of the discussions and actions taken at the January 27, 2026 Brightwater CDD*
19 *Board of Supervisors Regular Meeting.*

20 **SECOND ORDER OF BUSINESS – Audience Comments– (limited to 3 minutes per individual on**
21 **agenda items)**

22 There was one audience member present, none were online, and the next item followed.

23 **THIRD ORDER OF BUSINESS – Business Items**

24 A. Exhibit 1: Consideration for Adoption – **Resolution 2026-08**, FY 2026 Budget Amendment

25 ➤ Exhibit A - FY 2025-2026 Amended Budget

26 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted
27 **the Resolution 2026-08, FY 2026 Budget Amendment**, for the Brightwater Community Development
28 District.

29 **FOURTH ORDER OF BUSINESS – Consent Agenda**

30 A. Exhibit 2: Consideration for Acceptance – The Unaudited November 2025 Financials

31 ➤ Exhibit 3: The Negative Variance for November 2025

32 B. Exhibit 4: Consideration for Acceptance – The Unaudited December 2025 Financials

33 ➤ Exhibit 5: The Negative Variance for December 2025

34 C. Exhibit 6: Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular
35 Meeting and Public Hearing Held on December 5, 2025

36 D. Exhibit 7: Consideration for Approval – The Meeting Minutes of the Board of Supervisors Special
37 Meeting Held on December 19, 2025

38 E. Exhibit 8: Ratification of Landscape Inspection Services and Software Platform Agreement

On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board approved **items A through E under the Consent Agenda**, for the Brightwater Community Development District.

Walk On Item: Walk on Item: Arbitrage Rebate Councilors – Coverage of Series 2024 Bonds - \$475 flat fee

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the **Walk On Item**, for the Brightwater Community Development District.

Mr. Lawson made a motion to approve the proposal.

On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board approved the **Coverage of Series 2024 Bonds in the amount of \$475 flat fee**, for the Brightwater Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

There being no other report, the next item followed.

B. District Engineer

There being no other report, the next item followed.

C. Field Operations Manager: Kai – Jim Burgos

➤ Exhibit 9: Field Inspection Report Dated January 17, 2026

D. District Manager

There being no other report, the next item followed.

SIXTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS – Audience Comments - New Business- (limited to 3 minutes per individual for non-agenda items)

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

Ms. Bruce asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board adjourned **the meeting at 4:02 p.m.**, for the Brightwater Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

75 _____
Printed Name

Printed Name

76 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

Title: ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 4

AGENDA

Wm Side Service LLC

Contacts: Inez Benitez, Wilber Mendoza

Office: (239) 324-8938 | Cell: (239) 324-3802

Email: Wmsideservice@gmail.com

INSURED

Project name: Sidewalk Demo (north entrance by pond 11)

Job Location: 18457 Water Xing Dr, North Fort Myers FL ,33917

Estimate Start Date:

Client Name: Brightwater CDD

Client Cell: Click or tap here to enter text.

Client Email: Click or tap here to enter text.

Client Mailing Address:2502 N Rocky Point Drive Suite 1000 Tampa FL 33607

Scope work: Dismantling &discarding of currant sidewalk (25feet) due to repairing mainline irrigation leak that serves landscaping along Pritchett Pkwy. Prepare, grade, adding expansion joint. pouring new concrete, clearing and regrading. cleaning up area.

Materials:

Quote:\$3300

Quote Good for: 30 days

Client Signature Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Acceptance Date Click or tap here to enter text.

 Charan 7/11/26

EXHIBIT 5

AGENDA



Proposal Prepared for:

Brightwater CDD
18158 Lagoon Reach Ln
North Fort Myers, Florida 33917
Contact: Jim Bugos
Email: jim@hikai.com

Prepared by:

Rebecca Filkowski
Email:
rfilkowski@sunriselandscape.com
Proposal Date: 3/16/2026
Proposal #: 37485

The Shores at Brightwater - Pritchett Wall Mulch 3/16/26

Proposal to Mulch The Shores - Pritchett Parkway Wall

- This proposal includes mulching with Pine Bark Nuggets to match the Stonebrook North side of Pritchett Parkway. Currently there is Pine Straw on the Brightwater side which is old and faded. This would give a good continuity between the two properties. This would be the entire wall from the southernmost entrance all the way up around the corner and towards Hunters Glen, stopping at the northernmost entrance into The Shores. This is just shy of a mile in distance, and will need to be unloaded from pallets at the entrances and moved by mule/ATV all along this distance to be dispersed and laid in place, utilizing lots of people and labor.
- All pallets and bags will be cleaned up and removed for disposal offsite. The entire length of the wall will be cleaned and blown off for a neat finish to the project

Proposal Pricing is valid for 30 days from the proposal date.

PROJECT TOTAL: \$21,750.00

Terms and Conditions:

1. **Services:** For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. **Terms:** Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. **Insurance:** Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. **Property Damage:** Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. **Limitation of Liability:** The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until

such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By _____
Rebecca Filkowski
Date 3/16/2026
Sunrise Landscaping Contrs

By _____
Date 3/18/26
Brightwater CDD

EXHIBIT 6

AGENDA

**Proposal Prepared for:**

Brightwater CDD
18158 Lagoon Reach Ln
North Fort Myers, Florida 33917
Contact: Jim Bugos
Email: jim@hikai.com

Prepared by:

Rebecca Filkowski
Email:
rfilkowski@sunriselandscape.com
Proposal Date: 3/16/2026
Proposal #: 37096

Main Entrance Refresh - The Shores At Brightwater 3/16/26**Main Entrance Refresh - The Shores at Brightwater 3/16/26**

This project removes all dead or dying material from the entrance of The Shores at Brightwater due to the recent cold snaps, and loss of irrigation. Additions of colorful shrubs and foliage will enhance the entrance for a more welcoming feel and fuller appearance, and Pine Bark Mulch will finish the look and tie in with Stoneybrook North CCD (opposite side of Pritchett Parkway).

Scope to include:

- Removal of all dead material
- Removal of thin or ugly plant material
- Addition of planting mix to enhance existing soil for added nutrients
- Installation of new plant material
- Pine Nugget Mulch for finished look, and to match Stoneybrook North side of Pritchett Parkway
- Jobsite cleanup
- All debris removed and disposed of offsite

Proposal Pricing is valid for 30 days from the proposal date

PROJECT TOTAL: \$16,950.00

Terms and Conditions:

1. **Services:** For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. **Terms:** Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. **Insurance:** Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. **Property Damage:** Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. **Limitation of Liability:** The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.
7. **Severability and Waiver:** If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. **Amendments:** No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. **Choice of Law and Forum; Attorney's Fees:** The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. **Liens:** Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By _____
Rebecca Filkowski
Date 3/16/2026
Sunrise Landscaping Contrs

By 
Date 3/18/26
Brightwater CDD







EXHIBIT 7

AGENDA



Brightwater CDD

Mar 14, 2026 / Jim Bugos

Complete

Score	14 / 15 (93.33%)	Flagged items	1	Actions	0
-------	------------------	---------------	---	---------	---

Site conducted	Brightwater CDD (Shores Side)
Conducted on	Mar 14, 2026 11:17 AM EDT
Prepared by	Jim Bugos

Location	18500 Hunters Glen Rd North Fort Myers FL 33917 United States (26.73511695399269, -81.82225587456243)
----------	---

Monuments	1 / 1 (100%)
-----------	--------------

South (Main) Entrance	Good
-----------------------	------



Photo 1

Lakes	7 / 7 (100%)
-------	--------------

Lake #10 - West of Secondary Entrance	Good
---------------------------------------	------

Lake #12 - Across from Secondary Entrance	Good
---	------



Photo 2

Lake #6 - Small lake north of mail center	Good
---	------



Photo 3

Lake #5 - at Main Entrance

Good



Photo 4

Lake #4 - Villa Side - Far West Lake

Good



Photo 5



Photo 6



Photo 7

Lake #3 - Villa Side - Large lake north of power lines

Good



Photo 8



Photo 9

Lake #2 - Villa Side - Smaller lake south of power lines

Good



Photo 10



Photo 11

Gates

1 / 1 (100%)

Main Entrance (South)

Fair

Entrance side is missing 1/2 of the gate

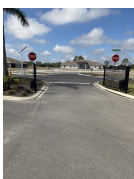


Photo 12



Photo 13

North Entrance

N/A

There are no gates at this location



Photo 14

Far South (Resident gate)

N/A

No gate at this location



Photo 15

Amenities

1 flagged, 4 / 5 (80%)

Mailcenter - SF Side

Good

Pump Station (in front of clubhouse)

Good



Photo 16

Clubhouse

Fair



Photo 17



Photo 18

Pool

Poor



Photo 19



Photo 20

Pickleball Courts

Fair



Photo 21



Photo 22

Landscape

1 / 1 (100%)

Landscape 1

1 / 1 (100%)

Landscape

Fair

Irrigation brake has been fixed just need to restore the sidewalk and sod



Photo 23

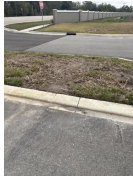


Photo 24

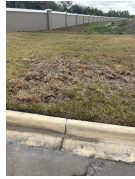


Photo 25

Landscape Location

Sign Off

Jim Bugos
Mar 15, 2026 8:38 AM EDT

Flagged items

1 flagged

Brightwater CDD Inspection Report / Amenities

Pool

Poor



Photo 19



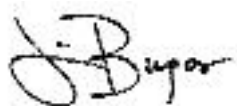
Photo 20

Approval

Date and time of approval

Mar 15, 2026 8:30 AM EDT

Approver's signature

A handwritten signature in black ink, appearing to read "Jim Bugos". The signature is stylized with a large "J" and "B".

Jim Bugos
Mar 15, 2026 8:39 AM EDT

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11

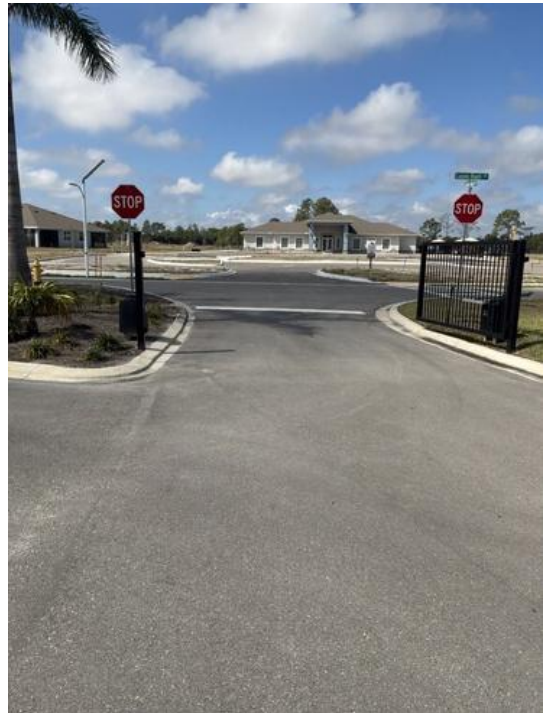


Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25