

**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  
John Vericker - District Counsel  
Tyson Waag - District Engineer

## Brightwater Community Development District

### Regular Meeting Agenda

Tuesday, June 23, 2026 at 2:00 P.M.

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

Teams Link: [Meeting Link](#)

Dial In: +1 312-667-7136

Meeting ID: 419 877 947#

Dear Supervisors:

A meeting of the Board of Supervisors of the Brightwater Community Development District is scheduled for **Tuesday, June 23, 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 Approval – The Meeting Minutes of the Board of Supervisors **Exhibit 1**  
Regular Meeting Held on May 26, 2026
4. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. Field Operations
    - Consideration of Proposals
      - Sunrise Landscape – Pritchett Parkway Wall Refresh – \$ 13,815.00 **Exhibit 2**
      - Sunrise Landscape – Addendum to Maintenance Contract - **Exhibit 3**  
\$780.00 monthly addition
  - 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**

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, May 26, 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 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 Christie Ray	Board Supervisor, Assistant Secretary
13 Brittany Crutchfield	Board Supervisor, Assistant Secretary

14 Also, present was:

15 Audette Bruce	District Manager, Kai
16 Whitney Sousa	District Counsel, Straley Robin Vericker
17 Tonja Stewart	District Engineer, Stantec

18 *The following is a summary of the discussions and actions taken at the May 26, 2026 Brightwater CDD*  
19 *Board of Supervisors Regular Meeting.*

20 *Included in this summary is the June 11, 2026 Continued Meeting.*

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

23 There were three audience members present, five were online, and the next item followed.

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

25 A. Exhibit 1: Consideration for Adoption – **Resolution 2026-10**, Designating Officers

26 Ms. Bruce explained that Ken Joines was added as Treasurer and Lauren Parsons was added as  
27 Assistant Treasurer.

28 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted  
29 the **Resolution 2026-10, Designating Officers**, for the Brightwater Community Development District.

30 B. Exhibit 2: Consideration for Adoption – **Resolution 2026-11**, Authorizing Bank Account  
31 Signatories

32 Ms. Bruce explained that this allows Mr. Joines to sign off on payments for the District’s bills.

33 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board  
34 adopted the **Resolution 2026-11, Authorizing Bank Account Signatories**, for the Brightwater  
35 Community Development District.

36 C. Exhibit 3: Consideration for Adoption – **Resolution 2026-12**, Setting Landowners Election and  
37 Meeting

38 The Landowners Election is scheduled to take place on November 24, 2026, at the Hyatt Place,  
39 Fort Myers at the Forum at 2:00 pm.

40                   ➤ Exhibit A – Sample Notice, Instructions, Sample Proxy and Sample Ballot

41                   On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted  
42                   the **Resolution 2026-12, Setting Landowners Election and Meeting**, for the Brightwater Community  
43                   Development District.

44                   D. Exhibit 4: Presentation of Supplemental Engineer’s Report

45                   Ms. Stewart informed the Board that the report was an update of the previously approved report,  
46                   amended to reflect an increase in costs.

47                   On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board  
48                   approved the **Supplemental Engineer’s Report in substantial form as an exhibit to the Amended**  
49                   **Delegated Awards Resolution**, for the Brightwater Community Development District.

50                   E. Exhibit 5: Presentation of Third Supplemental Assessment Methodology Report

51                   Mr. Lawson explained that due to increased development costs, the Supplemental Assessment  
52                   Report required amendment. He stated that the principal amount of the bonds had increased to  
53                   accommodate and fund the revised construction costs. He further explained that the amended report  
54                   reflected the restated construction costs and reallocated the increased bond amounts to the affected  
55                   lots. Mr. Lawson noted that the bonds were partially paid down by the developer at the time of lot  
56                   sale, with the remaining portion of the assessment being passed through to homeowners. He stated  
57                   that, aside from these changes, the report remained a standard assessment report.

58                   On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved  
59                   the **Third Supplemental Assessment Methodology Report in substantial form as an exhibit to the**  
60                   **Amended Delegated Awards Resolution**, for the Brightwater Community Development District.

61                   F. Exhibit 6: Consideration for Adoption – **Resolution 2026-13**, Amended and Restated Delegated  
62                   Award

63                   Mr. Lawson further noted that the resolution included several exhibits in substantial form, including  
64                   Exhibit A, the Form of Bond Purchase Contract; Exhibit B, the Form of Supplemental Indenture;  
65                   Exhibit C, the Form of Preliminary Limited Offering Memorandum; and Exhibit D, the Form of  
66                   Continuing Disclosure Agreement.

- 67                   ➤ Exhibit A – Form of Purchase Contract
- 68                   ➤ Exhibit B – Form of Supplemental Indenture
- 69                   ➤ Exhibit C – Form of Preliminary Limited Offering Memorandum
- 70                   ➤ Exhibit D – Form of Continuing Disclosure Agreement

71                   On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board  
72                   adopted the **Resolution 2026-13, Amended and Restated Delegated Award** and accepted the **Exhibits**  
73                   **A to D in substantial form**, for the Brightwater Community Development District.

74                   G. Exhibit 7: Consideration for Adoption – **Resolution 2026-14**, Approving Proposed Budget and  
75                   Setting Public Hearing

76                   The Board chose to postpone discussion on the budget to a later date when the meeting is continued  
77                   to June 11<sup>th</sup> at 2:00 p.m.

78 At the continued meeting, Chair Lawson explained that compared to the previous year, the FY2027  
79 budget would increase by approximately \$230,000, primarily due to physical improvements  
80 associated with additional phases coming online and being completed.

81 He further noted that the last two pages of the budget document contain the assessment schedules,  
82 which account for both the lots currently on the assessment roll and future phases yet to be  
83 completed. He then made a motion to adopt the resolution.

84 ➤ Exhibit A: Proposed Budget for Fiscal Year 2026/2027

85 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adopted the  
86 **Resolution 2026-14, Approving Proposed Budget and Setting Public Hearing**, for the Brightwater  
87 Community Development District.

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

89 A. Exhibit 8: Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular  
90 Meeting Held on April 28, 2026

91 B. Exhibit 9: Ratification of Brightwater Phase 4 Floodplain Pond Early Termination Agreement

92 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved  
93 **items A and B under the Consent Agenda**, for the Brightwater Community Development District.

94 **FIFTH ORDER OF BUSINESS – Staff Reports**

95 A. District Counsel

96 There being no other report, the next item followed.

97 B. District Engineer

98 There being no other report, the next item followed.

99 C. Field Operations

100 There being none, the next item followed.

101 D. District Manager

102 Walk On Item – Sunrise Landscape – Clean-up of Sidewalk along Pritchett Pkwy - \$3,520.00

103 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board  
104 approved the **Walk On Item to be included in the Agenda**, for the Brightwater Community Development  
105 District.

106 Ms. Bruce offered a proposal for the maintenance of a sidewalk located along Pritchett Parkway  
107 heading north to Hunter’s Glen that borders Phase 4. This proposal is to perform an initial cleanup  
108 of the area prior to regular maintenance commencing.

109 Ms. Bruce also reviewed the landscape maintenance budget and reported that funds remained  
110 available within the budgeted allocation for landscape maintenance. The Board requested a formal  
111 proposal for the regular maintenance of this area.

112 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved  
113 the **proposal from Sunrise Landscape for cleaning up the area between the sidewalk and Phase 4**  
114 **along Pritchett Parkway**, for the Brightwater Community Development District.

115 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

116 There being none, the next item followed.

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

119 A resident commented that there is a portion of the sidewalk located near the Phase 4 area within  
120 the Brightwater District that contains a gap due to a tree previously removed. The resident further  
121 advised that staff may wish to inspect the area to determine whether any remaining gap in the  
122 sidewalk required attention.

123 **EIGHTH ORDER OF BUSINESS – Adjournment**

124 Ms. Bruce asked for final questions, comments, or corrections before requesting a motion to  
125 continue the meeting to June 11, 2026, at 2:00 p.m. at the Hyatt Place at the Forum. Mr. Lawson  
126 made a motion to continue the meeting.

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

130 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board  
131 adjourned **the meeting on June 11, at 3:55 p.m.**, for the Brightwater North Community Development  
132 District.

133 *\*Each person who decides to appeal any decision made by the Board with respect to any matter considered*  
134 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*  
135 *including the testimony and evidence upon which such appeal is to be based.*

136 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
137 **meeting held on \_\_\_\_\_.**

138

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

139

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

140 **Title:**    **Secretary**    **Assistant Secretary**

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

# **EXHIBIT 2**

AGENDA



**Proposal Prepared for:**

Brightwater CDD  
18158 Lagoon Reach Ln  
North Fort Myers, Florida 33917  
Contact: Audette Bruce  
Email: audette@hikai.com

**Prepared by:**

Rebecca Filkowski  
Email:  
rfilkowski@sunriselandscape.com  
Proposal Date: 6/11/2026  
Proposal #: 42584

**Phase 2 - Pritchett Parkway Wall Refresh**

**Refresh Plant Material along Pritchett Pkwy Wall due to cold, frost damage and no Irrigation**

*Scope to include:*

- Removal of all dead or dying material along the front of wall facing Pritchett Parkway
- Installation of new material to match existing in type (and size as much as possible), including Simpson Stopper (50), Fakahatchee Grass (70), and Sweet Viburnum (220)
- Irrigation repairs and additions as needed to support new plant materials (this is extensive as the dripline is brittle and will need replacing in many sections)
- All refuse and debris to be disposed of off-site, all dumping fees included
- All areas neatened, raked, and blown to a tidy appearance

\*If any major irrigation repairs are uncovered during the installation, a separate invoice will follow

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

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**PROJECT TOTAL:     \$13,815.00**

### **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** 6/11/2026

**Sunrise Landscaping Contrs**

**By** \_\_\_\_\_

**Date** \_\_\_\_\_

**Brightwater CDD**

# **EXHIBIT 3**

AGENDA



## **ADDENDUM TO MAINTENANCE CONTRACT**

This Addendum (“Addendum”) is made and entered into as of the date of the last signature below, by and between **SR Landscaping, LLC**, (“Contractor”), and **Brightwater CDD**, (“Customer”), collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS, the Parties entered into a Maintenance Contract dated **October 1, 2024** (the “Original Contract”) for landscape maintenance services; and

WHEREAS, the Parties wish to amend the Original Contract to include an additional property under the same terms and conditions.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

#### **1. Incorporation of Additional Property**

Effective **June 1, 2026**, the sidewalk parcel on the northeast side of Pritchett Parkway, between the northern entrance of SBN, following approximately 2100’, to service road entrance, opposite the Hunters Glen entrance, (the “Additional Property”) shall be included under the scope of the Original Contract.

#### **2. Service Fees**

- a. The monthly service fee for the Additional Property shall be **\$780.00**, billed under the same terms as the Original Contract.
- b. This amount is in addition to the existing monthly service fee of **\$10,492.00** under the Original Contract.
- c. The total monthly service fee for all covered properties shall be **\$11,272.00**, effective **June 1, 2026**.

**3. Terms and Conditions**

All services for the Additional Property shall be performed in accordance with the terms, conditions, and obligations set forth in the Original Contract.

**4. No Other Modifications**

Except as expressly modified by this Addendum, all other terms and conditions of the Original Contract shall remain in full force and effect.

**5. Counterparts & Electronic Signatures**

This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or via facsimile shall be deemed valid and binding.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates set forth below.

**SUNRISE LANDSCAPE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BRIGHTWATER CDD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_